



**CITY OF SOUTH PORTLAND
REQUEST FOR PROPOSALS**

FOR A SOLAR ENERGY CONTRACT

BID# 35-20

RFP Release date	Tuesday, April 14, 2020
Deadline for submitting questions	Friday April 24, 2020
RFP proposals Due	Monday, May 4, 2020

PROJECT SCOPE

In order to help us meet our clean energy and climate goals, the City of South Portland (“the City”) is soliciting proposals from qualified firms (“solar provider” or “bidder”) for a long-term solar energy contract. Specifically, the City is seeking to be an off-taker for 1,300,000 kWhs (est. energy cost of \$165,000) of solar energy.

The solar provider will locate a site and design, install, finance, own, operate, and maintain the solar array. The solar provider will also be responsible for obtaining all required permits, utility interconnection, net metering agreements, and solar program incentives available. The solar array must be located in Central Maine Power’s service territory, and the project site should adhere to the considerations listed in Maine Audubon’s report, [Renewable Energy and Wildlife in Maine: Avoiding, Minimizing, and Mitigating Impacts to Wildlife and Habitat from Solar, Wind, and Transmission Facilities.](#)

The City is seeking a long-term fixed price per kWh of generation from the project that will be paid by the City as an off-taker to the solar provider under Maine’s remote commercial & institutional (C&I) net metering program. The City expects the fixed price per kWh to include all renewable environmental attributes associated with the generation output, but expects the price will not include any federal or state income tax credits or other tax benefits. These will be retained by the solar provider in their entirety.

The City intends to enter into a Net Energy Billing Credit Purchase Agreement (“contract”) with the selected solar provider at the lowest possible price. The selected solar provider will receive the agreed upon long term fixed price per kWh for each kWh of generation delivered to the grid from the project and credited to the City’s utility bills under the state’s C&I net energy billing program. The City expects to allocate credits received across multiple CMP accounts. The payment will be made to the solar provider after bill credits under the program are received by the City. To be clear, this RFP is not a contract offer, and no contract will exist unless and until such a contract is negotiated and executed by the City and the solar provider.

Bidders may submit up to four contract proposals, each with alternative terms and pricing schemes. The City is seeking a twenty (20) year contract, commencing on the Commercial Operations Date of the solar array. Longer terms will be considered as an alternative, but each bidder must submit at least one proposal for a 20-year term. Bidders should also clearly specify if there is a required contract execution deadline in order to take advantage of the 2019 federal investment tax credit for solar PV.

Bidders must include a pricing proposal as either a) a fixed price per kWh or b) a percent below the tariff rate. The fixed price should be fixed for the duration of the contract term and not subject to an index, escalator, or other inflationary factor. Contract proposals shall include financial analyses of cost savings.

Although the City would prefer to retain ownership of the environmental attributes associated with the project output, bidders have two options for ownership of the renewable energy certificates (RECs). Proposals should indicate whether pricing per kWh is based on a) the City retains all of the RECs associated with the output attributed to the City per its contract with the solar provider or b) the solar provider retains the RECs associated with the output for the first ten (10) years of the project. Under scenario b, the RECs will be transferred to the City after ten (10) years.

It is the City's intent to maximize its commitment to solar energy as soon as practical in order to take full advantage of rebates and rate structures. We are therefore seeking projects that are guaranteed to be completed by October 1, 2021. The City will stipulate a financial penalty in the contract if the solar array is not commissioned by this date. Because of this, bids with project sites already in the interconnection queue and in localities that have an established process for solar arrays in their land use permits will be prioritized.

PROPOSAL PROCESS

Bids for a solar energy contract (BID#35-20) will be received by the City of South Portland Purchasing Agent **VIA EMAIL ONLY until 2:00pm on Monday, May 4, 2020**. Bids submitted after this time will not be accepted. Each proposal must be submitted in pdf format, with all documents, including the email subject line clearly marked "Bid for a Solar Energy Contract (BID#35-20)."

South Portland Purchasing Agent: Colleen Selberg (cselberg@southportland.org)

At the time of submission, it will be presumed that each bidder has inspected the proposed site and is thoroughly familiar with all permitting requirements. The failure or omission of any bidder to examine the site or to receive any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to the bid.

Proposal Timeline

RFP Release date..... Tuesday, April 14, 2020
Deadline for submitting questions..... Friday April 24, 2020
RFP proposals Due..... Monday, May 4, 2020

Addenda, Interpretations, Questions, and Inquiries

It is the bidder's responsibility to advise this RFP's point of contact, Julie Rosenbach, concerning any conflicting requirements, omissions of information, or the need for clarification before proposals are due. Contact with any other City of South Portland employee can result in disqualification. No interpretation of the meaning of this RFP will be made to any bidder orally.

Every request for such interpretation, including questions concerning the RFP process and procedures, the RFP's specifications, or the contract must be submitted by Friday April 24, 2020 in writing by email and directed to:

South Portland Sustainability Director: Julie Rosenbach (jrosenbach@southportland.org)

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP. Any addenda if issued, will be emailed. Failure of any bidder to receive any addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

SUBMISSION REQUIREMENTS

Given the scale of proposed solar development in Maine, the City is interested in working with a solar provider that has clearly demonstrated their ability to fully deliver the scope of services called for in this RFP.

The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the RFP. Conditional bids will not be accepted. The City may require pre-qualification data from bidders unknown to it.

All proposals shall include the following information and documents, be clear and unambiguous, and be presented in the manner set forth below:

A. Qualifications

- Demonstrated experience of the solar provider, its project team, and any and all contractors and subcontractors, with the successful installation, operation, and management of 1-5 MW solar arrays.
- Previous work with a public or institutional entity on a solar purchase program.
- Possession of all applicable licenses and permits for the installation of commercial solar PV systems in Maine.
- Information demonstrating the solar provider's financial solvency and their stability in terms of years in the industry, depth and breadth of their team's experience in the industry, and long-term customer relationships.

B. Project Experience

- An overview of the 1-5 MW grid-connected PV projects implemented and managed by the solar provider (do not include residential PV).
- The average commercial grid-connected PV system size installed by the solar provider during the last five years.
- Total commercial MWs of grid-connected PV systems installed under straight sales and power purchase or bill credit agreements.
- Experience evaluating, siting, and managing offsite PV projects.
- Experience with grid-connected PV projects in Maine.

C. References

- List three (3) or more references for solar contract projects within the past five years. Include for each:
 - Project name & location
 - Project size (total cost and project capacity in kW)
 - Project type – turnkey or third party energy sales
 - Cumulative kWh produced since system installation
 - Year completed
 - Name of project manager
 - Name of client contact
 - A brief discussion of any specific challenges and how they were overcome

D. Technical description

- A complete project schedule indicating phases and major project milestones.
- A description of the solar provider's capability to monitor PV generating systems (for example, the number of systems it monitors in centralized stations, etc.).
- A description of the solar provider's ability to respond quickly, efficiently and cost effectively to service calls so the photovoltaic systems are operating at optimum output.
- A financial analysis of the proposed project and impact on the City's annual electricity costs. Financial analyses of cost savings should assume a constant annual rate of price inflation for the market rate of 2% during the entire life of the project.
- Completed proposal forms listed in Exhibits 1 and 2.
- A copy of the solar provider's NEB credit purchase agreement (not a PPA) if desired.

STANDARDS OF DEVELOPMENT

The successful bidder must comply with the following:

Non-discrimination in Employment and Labor Standards: Bidders on this work and all subcontractors will be required to comply with the President's Executive Order No. 11246 (EEO) and the amendments and supplements to that Order regarding affirmative action and equal employment opportunity. A Compliance Certification Form is required with bid (Supplemental Conditions SC-20 CDBG Program Federal Contract Provisions). Requirements under this Order are detailed in the Bidding Documents.

Department of Labor Regulations: The Contractor must comply with all the Safety and Health Regulations (CFR29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974; the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR Part 3; Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR Part 1910).

Environmental Regulations: The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractors are urged to become familiar with the requirements of these regulations.

Liability Insurance: The solar provider shall not commence work under the PPA until it has obtained all insurance required under this paragraph and such insurance has been approved by the City. It is a requirement that the "CITY OF SOUTH PORTLAND" specifically be named as an Additional Insured on the General Liability and Automobile Liability policies. "Certificate Holder" is hereby named as additional insured" is NOT acceptable.

Commercial General Liability to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

Business Automobile Liability: Automobile physical damage coverage shall be at the option of the solar provider, all sub-contractors and lower tier contractors. The City shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile. The solar provider shall maintain and cause all sub-contractors and lower tier contractors to maintain

business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles. The limits of liability shall be as follows:

Bodily Injury and Property Damage \$1,000,000

Workers' Compensation Insurance: The solar provider shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A Statutory
Coverage B \$100,000/\$500,000/\$100,000

Professional Liability: If the solar provider is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows: \$1,000,000 per occurrence and in the aggregate site specific. It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

Certificates of Insurance of the types and in the amounts required shall be delivered to the City prior to the commencement of any work by the solar provider, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the solar provider. The solar provider shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the City of cancellation, non-renewal or material change in coverage or form.

The City shall be named as an Additional Insured on the General Liability and Automobile Liability policies to the extent of the solar provider's obligations under the Agreement. The City shall fully cooperate with the solar provider, its representatives and insurers on any claim.

The solar provider shall defend, indemnify and hold harmless the City, its officers, agents and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said solar provider; or to the proportionate extent caused by or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said solar provider, but only to the extent caused by negligent acts or omissions of the solar provider, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; or because of any claims or amounts recovered from any

infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act” or of any other law, ordinance, order or decree.

SELECTION CRITERIA

The City will accept the proposal that it judges to be in its best interest. Although cost savings (annually and in total) will be a critical factor, it will not be the only basis for award. The City is seeking a long-term partner, and values stability and limits on risk. Proposals will be evaluated by the City based on:

- Qualifications & Project Experience
- References
- Project (Technical)
- Project (Contract and Financial Benefit)

The City reserves the right to select or short-list any firm that, in its opinion and at its sole discretion, is deemed to be most advantageous and in the best interests of the City and its residents. The City also reserves the right to delay or discontinue this selection process at any time during the process. The City shall not be liable for any cost incurred by any firm during the selection process. The City also reserves the right to reject the selected firm and contract with another party if the City and the selected firm cannot successfully negotiate a contract for the proposed work (or the terms of any related solar host agreement, site lease, or contract).

**EXHIBIT 1
PROJECT PROPOSAL FORM FOR SOLAR ENERGY
BID/RFP #35-20**

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION (PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER):

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

AUTHORIZED SIGNATURE:

DATE: _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

**EXHIBIT 2
PRICING PROPOSAL FORM FOR A SOLAR ENERGY CONTRACT
BID/RFP #35-20**

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

Solar Provider Name:	
Project Name:	

Project Information	Units	Proposal Inputs
Total project capacity	MW DC	
Total project capacity	MW AC	
Estimated year 1 generation	MWhs	
Location	Address	
Expected COD	QQ YYYY	
Expected interconnection point	Address/ Description	
Location	Longitude	
Location	Latitude	
Status of site control	Description	
Status of Interconnection Agreement	Description	
Interconnection queue position	Number	
Status of permitting/approvals	Description	
Other details	Description	

Pricing Information	Term	Units	RECs		Proposal Input(s)
			City retains	Provider retains*	
Option 1	20 yrs	\$/kWh			
Option 2	20 yrs	% below tariff			
Option 3					
Option 4					

* Under this scenario, the RECs must be transferred to the City after ten (10) years.