

REQUEST FOR PROPOSALS

ONSITE OR OFFSITE

SOLAR POWER PURCHASE AGREEMENT

TOWN OF MONMOUTH, MAINE

RESPONSES DUE BY:

2:00PM SEPTEMBER 7, 2022

INVITATION TO BID

DATE: July 26, 2022

TO: CONTRACTORS: Open to Public Bid

RE: Town of Monmouth Seeking Solar Power Purchase Agreement

The Town of Monmouth invites you to submit a bid on the project noted above.

Bidding Contractors should note:

1. Refer to the Instructions to Bidders, Request for Proposal Requirements, for information concerning procurement of bid documents.
2. Bidding by Contractors will be by select competitive bid. Price, project completion, schedule, experience with bidder, and ability to perform periodic maintenance after installation are factors used to determine award.
3. Sealed bids are due at the Town of Monmouth, P.O. Box 270, 859 Main Street Monmouth, ME 04259 no later than **2:00 PM on Wednesday, September 7, 2022**. Refer to "Instructions to Bidders" for additional bidding information.
4. This invitation to bid is not to be construed as an offer which can be accepted by submitting a bid. The Town of Monmouth, reserves the right to reject any and all bids, with or without cause, to negotiate with any person both before and after bids are submitted, to modify its specifications at any time, to accept any bid regardless of price and regardless of whether a bid complies with the terms of the bid request or instructions contained in this letter and to disclose the bids and other information concerning bids to any person at any time to use bid information submitted to it for any purpose.

INSTRUCTIONS TO BIDDERS

PREPARATION AND SUBMISSIONS OF PROPOSALS

A proposal for a solar power purchase agreement (PPA) shall be received by:

Town of Monmouth
c/o Justin L. Poirier
Town Manager
P.O. Box 270
Monmouth, ME
04259

Provide (1) original copy of the bid proposal, bid forms and supplemental information within a sealed envelope and deliver to the address above. Mark envelope “**Sealed Bid for Power Purchase Agreement**”.

BIDS ARE DUE by Wednesday, September 7, 2022 NO LATER THAN 2:00PM AT THE ABOVE LOCATION.

1. All original documents shall be properly executed by an individual authorized to legally bind the bidder. Failure to comply with any requirements may be cause for rejection of the proposal. Proposals received after the Bid Due Date and time will be disqualified.
2. Partial, obscure or conditional proposals may not be considered. Proposals shall be in strict conformity with the Bid Package Documents and any applicable addenda. It is the sole responsibility of the bidder to ensure that its proposal is submitted by the Bid Due Date.
3. The attached Bid Forms must be completed and submitted with the bidder’s proposal. The Bidder may duplicate the form on its own letterhead.
4. Each proposal shall show the full legal name and business address of the bidder, including its street address if it differs from its mailing address, and shall be dated and signed by a person or persons authorized to legally bind the bidder.
5. The preparation of all Proposals shall be at the expense of the bidder.
6. Each bidder submitting a Proposal is responsible for examining the complete Bid Package including all addenda and is also responsible for informing itself of all conditions, which might in any way affect the cost, or the performance of any work. Failure to do so will be at the sole risk of the bidder and no relief will be given for errors or omissions by the bidder.
7. Submissions of a proposal shall be considered presumptive evidence that the bidder is familiar with (a) Site facilities and conditions, (b) all the requirements of the Bid Package Documents, (c) all pertinent local, state, and federal laws, and (d) prevailing local labor and markets, and is made due allowance in its Proposal for contingencies.
8. Alternate proposals the bidder wishes to submit should be sent as an attachment to the bid forms, clearly outlining the reasons for the alternatives and any cost of other benefits associated with them. Bidders are required to

respond to the basic bid as described in this Request for Proposal, any alternate shall be in addition to the basic bid.

For questions or more information, please contact Justin Poirier at jpoirier@monmouthmaine.gov.

VALIDITY PERIOD

Bidder's proposals for this contract shall be binding and valid for a period of at least one hundred twenty (120) days from the Bid Due Date. Bidder agrees to accept an order based on the terms of the submitted Proposal if a written or oral notification of award is received on or before expiration of the 120-day period.

A bidder may modify its proposal at any time prior to the Bid Due Date by submitting such modified Proposals to the address to which the original Proposal was submitted.

A bidder may, without prejudice, withdraw its Proposal by written request, at the address to which the original Proposal was submitted, provided that the request is received by Town of Monmouth prior to the Bid Due Date. The bidder may submit a new Proposal, if it is received by the Town of Monmouth prior to the Bid Due Date.

BASIS OF AWARD

The Town of Monmouth reserves the right to accept or reject any or all proposals submitted in response to this RFP. The Town of Monmouth is not obligated to select or accept the lowest price proposal. If only one proposal is received, it may be selected, accepted or rejected at The Town of Monmouth's sole discretion.

The Town of Monmouth reserves the right to select any proposal considered by it to be in its best interest or the most satisfactory. By submitting a proposal, the bidder agrees that if its proposal is selected by The Town of Monmouth, the bidder will negotiate in good faith with The Town of Monmouth for a reasonable period.

In assessing a Proposal, The Town of Monmouth may consider, and may select, accept or reject any proposal based upon the following criteria, in no particular order.

- The proposal cost effectiveness.
- The level of experience, ability and qualifications of the bidder and its subcontractors.
- Any previous work the bidder has completed a project of similar size and scope.
- The extent in which the bidder will utilize local labor and/or suppliers.
- The solar array location and environmental impact of the project.
- Any other factors appropriate to the Town of Monmouth in its sole discretion.

The Town of Monmouth reserves the right to reject all proposals if none are considered satisfactory and, in that event, at its option, to call for additional proposals. The Town of Monmouth may select one or none of the proposals.

The Town of Monmouth shall be entitled, at its sole discretion, to waive any irregularity, informality or non-conformance with these instructions in any proposal received by the Town of Monmouth or to reject any proposal containing any such irregularity or non-conformity.

No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Town of Monmouth or any other basis which is consistent or in conflict with the foregoing provisions.

COMPLIANCE WITH TERMS AND CONDITIONS

1. No terms or conditions other than those contained in the bid package shall be binding upon the Town of Monmouth, unless specifically agreed to in writing.
2. The successful bidder will be required to submit proof of insurance in the amounts shown within.
3. The successful bidder will also submit a W-9 to the Town of Monmouth.

SELECTION CRITERIA

The Town will accept the proposal(s) that, all things considered, the Town has determined is in its best interest. Although price will be an important factor, it will not be the only basis for award. Proposals will be evaluated by the Town based on:

- The competence to perform the services as reflected by past experience in providing the services outlined herein. (25 pts)
- The ability to meet the requirements of this RFP within the timeline. (25 pts)
- Experience completing successful projects in Maine. (25 pts)
- Overall package and financial benefit to the Town. (25 pts)

The Town 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 Town and its residents, including granting a preference to local contractors. The Town also reserves the right to delay or discontinue this selection process at any time during the process. The Town shall not be liable for any cost incurred by any firm during the selection process. The Town also reserves the right to reject the selected firm and contract with another party if the Town 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 PPA).

PROCESS TIMELINE

| | |
|-------------------------------|---|
| RFP Release date | July 26, 2022 |
| RFP Proposals Due | September 7, 2022 |
| Interviews & Contract Signing | TBD |
| Construction | Start by January 2, 2023 complete by June 30, 2023 or as agreed upon |

PROPOSAL BID REQUIREMENTS

The Town of Monmouth's goal is to reduce its carbon footprint and optimize utility rates through the installation of solar photovoltaic ("PV") systems. The Town is therefore soliciting bids for a power purchase agreement between the Town of Monmouth and a third party that can provide sufficient solar generated power to cover the yearly expected power demand of the Town or sufficient credit equal to the total yearly cost of electricity for the Town.

Project Scope and Standards:

Current estimates are the town uses about 179,000 kwh annually

Bids should include:

1. The option to purchase power without the Town owning the system for a term of 20 years with options to extend, and where possible the option for the Town to buy out the system after a period of several years, for a system located on town property
2. The option to purchase power from a leased system located at a site outside of Monmouth; OR an option for the proposed system to be system for others (municipalities, community, Etc) to purchase power from.
3. The solar provider(s) will design, install, finance, own, operate, and maintain the PV systems pursuant to the terms and conditions of an agreed upon solar PPA and according to the pricing proposals received. This RFP is not an offer, and no contract will exist unless and until a PPA is signed by the town and the solar provider(s).
4. The provider shall include a cost proposal for operation and maintenance if the Town decides to exercise an option to purchase the system and include this in the proposal as an optional item.
5. The provider will explore possible locations for the solar array and determine the optimum spot, on site and off site.
6. Monitoring of system performance and providing public education and outreach is an important element of this RFP. The Town of Monmouth will favor a proposal that includes a turnkey monitoring system that can be integrated into the Town of Monmouth's website. The system should display and analyze historical and live solar electricity generation data. Additionally, the regularly collected data should reflect, but not be limited, to the following:
 - A. Instantaneous, average, and accumulated output (kW and kWh).

- B. Log showing at least monthly energy (kWh) generated and percentage of installed capacity realized.
 - C. Year-to-date and aggregate cost savings estimate based on cumulative output and Monmouth's current grid electric rate.
 - D. Greenhouse gas emissions averted (and real-world equivalents conversion).
7. Operation and maintenance services provided once the Town owns the system should include:
 - A. Online monitoring as mentioned above.
 - B. Performance monitoring, notification, and troubleshooting including notifications to the Town of an outage or decrease in system production.
 - C. Corrective maintenance to mitigate risks to the system and minimize down time.
 - D. Manufacturer recommended maintenance.
 8. A vegetation management plan shall be included in the proposal, if applicable.
 9. Construction must comply with the current adopted State of Maine Building Code, which includes the IBC and the NEC.
 10. Inverters shall have an efficiency of 95% or higher.
 11. Module Warranty of a minimum of 25-year power output and a minimum 10- year workmanship limited warranty.
 12. Inverter warranty of 10- year warranty.
 13. Racking warranty of 10-year warranty.
 14. Minimum of 10-year workmanship warranty.

Technical Description

Bids should include:

1. A system schematic design layout for the solar PV system, including PV model type and model number, wattage, number of modules, degradation percentage, inverter type and model, mounting system type, azimuth, tilt, and system size (AC and DC).
2. Details about the estimated kilowatt hours (kWh) generated by the proposed PV systems, including all necessary assumptions such as sunlight availability, dark time, maintenance downtime, mean time between failures, efficiency of the system proposed, efficiency losses, and net metering.
3. A complete project schedule indicating major project milestones and durations.
4. The impact of the proposed PPA on demand-related charges on the Town's utility bills and monthly demand charges.
5. A pro forma statement inclusive of buy-out/purchase options, pricing schedule, capacity (demand) utility attributes, Renewable Energy Credits (RECs) attributes, tax credits, accelerated depreciation, other environmental credits attributable to financing of the project.
6. Completed proposal forms listed in Exhibits 1 and 2. An Exhibit 2 form must be filled out for each proposed project.

References

The Bidder shall provide information regarding its experience specific to services for projects of similar scope and magnitude to this project's scope of work. The Bidder is asked to provide the following information pertaining to three (3) such projects.

1. Project name and location
2. Project size (total cost and project capacity in kW)
3. Project type – turnkey or third party energy sales
4. Cumulative kWh produced since system installation
5. Year completed
6. Name of project manager
7. Name of client contact
8. Physical description of the project (equipment manufacturer, model, etc.)
9. A brief discussion of any specific challenges and how they were overcome
10. Present a detailed cash flow analysis for the projected life of the agreement
11. PPA proposal should clearly state the percent escalator, if applicable.

Qualifications

1. Demonstrated extensive experience in the successful installation and management of multiple, large commercial or public solar electric systems.
2. Previous work with a public entity on a solar PV program.
3. Possession of all applicable valid and pertinent State of Maine licenses for the installation of commercial solar PV systems in Maine.
4. If not a locally-based firm, has established a partnership with a local office or project manager, or will do so if selected.
5. Sufficient, current information indicating the solar provider's financial strength and the stability of the solar provider in terms of length of service, professional capabilities, construction experience and capabilities over time.

Project Team Profile

1. Resumes of personnel to be directly involved with the development of the proposed systems.
2. Team leader identification for the entire proposal, including full contact information.
3. Identification of each entity, sub-contractor, person or firm involved in the proposal and their role/responsibility (e.g. design, installation, permitting, equipment supply by component, operations, and maintenance), including the relationship between team members.
4. A brief description of each team member's firm and their ability to contribute to successful solar PV program implementation (history, performance of similar scope of services, etc.).

5. History of past projects that the team members have worked on together.

ADMINISTRATIVE INFORMATION AND CONDITIONS FOR SUBMITTAL

- I. Compliance:** all participating Offerors shall agree to comply with all conditions, requirements and instructions of this RFP as stated or implied herein. Should the Town of Monmouth omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Planning Department prior to the date and time of the submittal deadlines shown in this RFP.
- II. Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline without express approval from the Town of Monmouth.
- III. Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award.
- IV. Acceptance of Proposal Content:** the contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award.
- V. Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Town of Monmouth reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions separately. Exceptions/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- VI. Minimal Standards for Responsible Prospective Offerors:** a prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
 - a. Have adequate financial resources, or the ability to obtain such resources as required
 - b. Be able to comply with the required or proposed completion schedule
 - c. Have a satisfactory record of performance

- d. Have a satisfactory record of integrity and ethics
 - e. Be otherwise qualified and eligible to receive an award and enter into a contract with the Town of Monmouth
 - f. Be able to pass a background check as may be conducted by the Town of Monmouth
- VII. **Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- VIII. **Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Town of Monmouth
- IX. **Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Town of Monmouth, shall constitute a contract equally binding between the Town of Monmouth and the Contractor. Any and all verbal communications and/or commitments made during negotiation process that are deemed agreeable to both the Town of Monmouth and selected Offeror shall be submitted in written form and made part of any resulting contract. No different or additional terms shall become a part of the Contract with the exception of an Amendment.
- X. **Contract Termination:** this contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services, or, (4) for convenience terminated by either party within a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- XI. **Indemnification:** Contractor shall defend, indemnify and save harmless the Town of Monmouth, and all its officers, employees, insurers and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Town of Monmouth growing out of such injury or damages.
- XII. **Costs of Response:** All costs borne by the Offeror in submitting a response to this RFP shall remain the sole responsibility of the Offeror.

EXHIBIT 1
PROJECT PROPOSAL FORM FOR SOLAR PHOTOVOLTAIC PROJECTS

**** 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 POWER PURCHASE AGREEMENT

PAGE 1

** This form must be filled out for each proposed project.*

| | |
|----------------------|--|
| Solar Provider Name: | |
| Facility Name: | |

System Equipment

| | |
|-----------------------------|--|
| Photovoltaic Module: | |
| Manufacturer or equivalent: | |
| Model or equivalent: | |
| Quantity (panels): | |
| Inverter: | |
| Manufacturer or equivalent: | |
| Model or equivalent: | |
| Quantity (inverters): | |

System Cost

Cost

\$/kilowatt

| | Cost | \$/kilowatt |
|--------------------------------|-------------|--------------------|
| Generating equipment: | | |
| Balance of system: | | |
| Engineering and permitting: | | |
| Construction and installation: | | |
| Operations and maintenance: | | |
| Removal cost: | | |
| Total: | | |

| | |
|----------------------|--|
| Solar Provider Name: | |
| Facility Name: | |

| | kW (STC) | kW (PTC) |
|--------------|----------|----------|
| kW capacity: | | |

kWh at the meter

Annual AC production

| | |
|--|--|
| | |
|--|--|

Price Schedule

| Year | Price per kWh |
|------|---------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |

Buyout price at the end of five (5) years _____
Buyout price at the end of _____ years _____