



**NOTICE OF
REQUEST FOR PROPOSALS
for
SOLAR ENERGY ELECTRIC GENERATION FACILITY DEVELOPMENT SERVICES**

The **COUNTY OF KNOX**, (the "County," or the "Awarding Authority") seeks proposals, from qualified, interested parties (individually a "Proposer" and collectively the "Proposers") with one Proposer ultimately selected to serve as a contractor ("Contractor"), to design, procure, install, test, and commission a solar photovoltaic (PV) power generating system(s) ["PV System(s)"] and Battery Storage systems, if feasible, at one or more of the sites described in this "Request for Proposals for Solar Energy Electric Generation Facility Development Services" ("RFP").

Proposers are required to demonstrate qualifications in identifying, assessing, planning, designing, installing, operating, and maintaining solar power electric generation facilities. Proposers shall also be required to submit qualifications of any entity with which they intend to subcontract all, or any work associated with the solar installation(s). The County will look favorably upon Proposers that demonstrate experience successfully developing and providing solar installations locally, and complying with federal guidance regarding the use of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding the County is financing the project with.

The County reserves the right to waive any informalities in Proposals, to reject non-responsive proposals, to reject any and all Proposals or parts or subparts thereof for any reason, to cancel this RFP and procurement, to negotiate with any Proposer, and to select one or more Proposers deemed to have submitted a Proposal that in the judgment of the County is in the best interests of the public.

The **COUNTY OF KNOX** must receive Proposals no later than **4:00 p.m. eastern time on SEPTEMBER 2, 2020** to be eligible for consideration. Each Proposal shall be submitted in a sealed envelope, clearly marked **“Proposal for Solar Energy Electric Generation Development Services at the Knox County Regional Airport.”** Complete Proposal package must be delivered to:

Knox County Administrative Office
62 Union Street
Rockland, ME 04841

Proposals delivered after the deadline will not be considered. All questions shall be directed in writing to the Airport Manager, Jeremy Shaw (e-mail jshaw@knoxcountymaine.gov) and must be received by **4:00 p.m. eastern time on August 26, 2020**. All questions will be answered by **4:00 p.m. eastern time on August 28, 2020** and posted on the County’s website at <http://knoxcountymaine.gov/airport>. It will be the Proposer’s responsibility to check the referenced website for any new addenda.

Proposals that do not incorporate this Request for Proposals for Solar Energy Electric Generation Facility Development Services may not be considered.

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1. GENERAL INFORMATION

1.1 Project Description

Through this RFP, the Awarding Authority intends to enter into one or more Agreements for Solar Energy Electric Generation Development Services at the Knox County Regional Airport. Specifically, the purpose of this RFP is to solicit Proposals for Solar Energy Electric Generating Facility Development -- to design, procure, install, test, commission, operate, and provide maintenance services for solar photovoltaic (PV) electric power generating system(s) ("PV System(s)") and battery storage, if feasible, (together, the "Services") at the Knox County Regional Airport owned by the **COUNTY OF KNOX** (together, the "Services") and further described in this RFP.

The County aims to move as quickly as practicable and identify, through this RFP, the most qualified Proposer that: (1) meets the needs of the County; (2) demonstrates a thorough understanding of current or pending Maine solar energy policies, legislation, and/or regulation, to include but not limited to, State solar net metering rules; (3) understands the Town of Owls Head permitting and zoning regulations; and (4) can demonstrate successful implementation of comparably sized projects with municipal or other non-residential entities, in Central Maine Power (CMP) service territory.

Interested firms should respond to this RFP on or before the time due for submission.

Following the receipt of the Proposal, a review committee shall evaluate the Proposals and select a firm or, at the discretion of the review committee, select a short list of firms to interview. Emphasis in selecting a Proposer shall be placed on the Proposer's qualifications and experience in projects similar to those which the **COUNTY OF KNOX** anticipates undertaking.

1.2 Project Scope of Services

The minimum Scope of Services proposed by the County for this RFP is the provision of Services to develop a less than 5 Megawatt (MW) solar energy electric generation facility at one 55-acre site at the Knox County Regional Airport in the Town of Owls Head, Maine (the "Project"). For the Project, the Proposal also must describe the pros and cons of: 1) the County owning the Project, 2) the County leasing the space for the Project and purchasing solar energy through a power purchase agreement, and 3) the Developer owning the Project for some period of time and the County purchasing solar energy through a power purchase agreement, after which time the County would own it. Proposer shall provide illustrative examples of annual net revenues/cost savings given each project scenario.

1.3 Specifications and Other Conditions

Proposers shall acknowledge conformity with the required Specifications and Other Conditions set forth herein in Section 8 of this RFP. Any exceptions shall be noted and explained in Responses. The County shall review Responses for substantial conformity with all Specifications and Other Conditions set forth in this RFP.

1.3.1 Role of the County

To facilitate the work of the Contractor in provision of Services and the execution of the Project(s), the County will endeavor to its best ability to:

- Provide reasonable access to the relevant County-owned properties and buildings, as necessary
- Obtain data (whether required or reasonably requested by the Contractor)
- Grant the Contractor sufficient access and occupancy rights to provide the Services and undertake the Project at the premises
- Provide access for the assessment of sites and, for those sites selected for development, the installation, maintenance, and ongoing operation of the Project
- To the extent reasonable and appropriate, provide information/assistance to the Contractor in securing any remaining permits for the Project, including but not limited to local board approvals; and
- Cooperate with the Contractor to the extent reasonable and appropriate on remaining issues with respect to site assessment, access, and facility construction and interconnection

1.3.2. Responsibilities of the Contractor

The Contractor is responsible for the provision of Services to implement the Project, with guaranteed on-site electricity generation. In addition, the Contractor will be responsible for:

- Securing all required Utility and PUC permits and approvals; local permits will be obtained by the County in cooperation with the Contractor
- Providing the Services and implementing the Project without interfering with the ongoing activities at the project site(s)
- Securing an assurance of net metering eligibility, per Maine PUC, at no cost to the County
- All other responsibilities, as outlined in the executed agreement.

2. PROPOSAL PROCESS

2.1 Questions

All questions shall be directed in writing to the Airport Manager, Jeremy Shaw (e-mail jshaw@knoxcountymaine.gov) and must be received by **4:00 p.m. eastern time on August 26, 2020**. All questions will be answered by **4:00 p.m. eastern time on August 28, 2020** and posted on the County's website at <http://knoxcountymaine.gov/airport>. It will be the Proposer's responsibility to check the referenced website for any new Addenda.

2.2 Submission of Responses

In order to be considered responsive, five (5) original hard copies and (1) single-file digital copy of the Proposal must be submitted to the Knox County Administrative Office at 62 Union Street, Rockland, ME 04841 **no later than 4:00 p.m. eastern time on September 2, 2020**. Proposals shall be limited to 50 pages, size 12-point font including references. Each Proposal shall be submitted in a sealed envelope, clearly marked **"Proposal for Solar Energy Electric Generation Facility Development Services at the Knox County Regional Airport."**

2.3 Right of County to Waive, Reject and Select Proposals.

The County reserves the right to waive any informalities in Proposals, to reject non-responsive proposals, to reject any and all Proposals or parts or subparts thereof for any reason, to cancel this RFP and procurement, to negotiate

with any Proposer, and to select one or more Proposers deemed to have submitted a Proposal that in the judgment of the County is in the best interests of the County and meets the Evaluation Criteria in Section 2.6 of this RFP.

Awards may be delayed pending verification of a Proposer's credentials and references or review of the Proposals received.

2.4 Selection of Contractor and Contract Execution

The County will evaluate and rank all Proposals based on the Evaluation Criteria listed in Section 2.6 of this RFP. Top-ranked Proposers will be identified based on written responses as well as answers to additional clarifying questions as requested by the County. The County may hold interviews with top-ranked Proposer(s).

Following selection of a top-ranked Proposer within 30 days of the submittal deadline, the County and the selected Proposer shall negotiate an agreement which the County determines is fair, competitive, and reasonable. In the event the County and the top-ranked Proposer are unable to reach an agreement acceptable to both parties, the County will attempt to reach an Agreement with the second-ranked Proposer. The County reserves the right to discard the RFP process and begin an independent process of its choosing at any point during the review process.

2.5 Completeness of Proposal

The County will review each Proposal prior to the initiation of the selection process for completeness and relevance. A Proposal will be considered complete if it includes all the Minimum Required Items from the table in **Section 8 (the Specifications and Other Conditions)**.

2.6 Evaluation Criteria

Complete Proposals will be evaluated in terms of the reasonableness of the claims and commitments made, the completeness of the information provided, conformance with the requirements of and the instructions provided in this RFP, and the Proposer's ability and willingness to satisfy and to exceed the Scope of Services, Specifications and Other Conditions, and other terms set forth in this RFP.

Although the **COUNTY OF KNOX** will consider all factors which reflect on each Proposer's ability to meet the County's goals, significant evaluation emphasis will be placed on whether the Proposal: (1) meets the needs of the County; (2) demonstrates a thorough understanding of current or pending Maine solar energy policies, legislation, and/or regulation, to include but not limited to, State solar net metering rules; (3) understands the Town of Owls Head permitting and zoning regulations; and (4) demonstrates successful implementation of comparably sized projects with municipal or other non-residential entities, in CMP service territory, in order to prove the demonstrated performance capability of the Proposer to successfully provide the Services and complete the Project.

The County will select a qualified and responsible Proposer whose Proposal:

- Conforms with and is responsive to this RFP
- Is top-ranked
- Is for a price the County determines to be fair, competitive, and reasonable
- Will be the most advantageous to the County
- Is in the best interests of the public

2.7 Modification or Withdrawal of Proposal:

Any Proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the County at the above e-mail address prior to the due date for Proposals.

2.8 Cost of Proposal Preparation:

The County does not assume liability and will not reimburse any costs or expenses incurred by any Proposer (whether selected) in developing a Proposal in response to this RFP.

2.9 References and Disclosure of Information:

2.9.1 Submission of a Proposal shall be deemed permission to the **COUNTY OF KNOX** to make inquiries concerning the Proposer to any persons or firms deemed appropriate by the County.

2.9.2 The Proposer's submission of a Proposal shall be deemed acknowledgement that it is familiar with the Maine Freedom of Access Act (the "FOAA," also known as the "Right to Know Law") and is bound thereby.

2.9.3 Disclosure of any information provided by any Proposer in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to State statute; Proposers should be aware that their Proposals generally are "public records" available to the public for inspection and copying under the FOAA.

3 CANCELLATION OF PROCUREMENT PROCESS:

3.1 The County may cancel this RFP or may reject in whole or in part any and all Proposals if the County determines that cancellation or rejection is in its best interests of the County.

3.2 If the County is unable to negotiate a satisfactory agreement with the selected Proposer at a price the County determines to be fair, competitive, and reasonable, negotiations with that Proposer shall be formally terminated. The County shall then undertake negotiations with the next most qualified Proposer, and so on, until either an agreement is reached, or the County cancels the RFP.

3.3 The County is under no obligation to enter into any subsequent contract pursuant to this RFP.

4. GUIDELINES FOR PROSPECTIVE RESPONDERS

Proposers must meet the following standards as they relate to this RFP.

- Have adequate financial resources for performance or have the ability to obtain such resources as required during delivery of the Services and performance of the Project
- Have the necessary experience, organization, technical and professional qualification, skills and facilities to deliver the Services and carry out the Project
- Be able to comply with the proposed or required time of completion or performance schedule
- Have a demonstrated satisfactory record of performance of similar services

5. PROPOSAL PREPARATION

In order to facilitate evaluation of the Proposal, interested Proposers are instructed to follow the outline below. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive.

5.1. Company Background Material: pertinent information concerning the background, experience, and reputation of the firm, and how these characteristics translate into providing a Photovoltaic system that best meets the County's goals for this Project. Provide the number of full-time personnel employed by the Proposer and the number of such personnel who would be assigned to the Project and would provide Services. Describe the Proposer's proximity to the Knox County Airport, and how this will influence the Proposer's ability to perform the required Services. (5%)

5.2. Ability to Perform: demonstrate an understanding and familiarity with projects of the type outlined herein by listing all previous solar energy electric generating facilities of comparable type and size, which the Proposer has designed, installed, constructed, operated or supervised within the last five (5) years; include location of assigned staff and the ability to efficiently respond to the requests and needs of the Knox County Regional Airport Solar Facility. Summarize the relevant experience of the party(ies) responsible for design and engineering, permitting, installation, operations and maintenance, and energy data monitoring and reporting. (20%)

5.3. Local Knowledge: demonstrate familiarity with the Knox County Regional Airport environment, including weather impacts affecting solar energy generation in a coastal region that regularly experiences periods of rain, dense fog, or other inclement weather. (15%)

5.4. Staff Project Manager – Contact Person: identify the staff project manager and individuals that will be assigned to work with the **COUNTY OF KNOX**; resumes shall be included. (15%)

5.5. Experience: demonstrate qualifications and experience of assigned staff to provide full-service (comprehensive) solar energy electric generating development services; provide a list of previous and current projects, if any, awarded by a municipality and/or government agency (including Maine airports) which are considered similar in scope of services discussed herein; information shall include contract duration of provision of such services with dates, services performed, and contracting agency name, address and telephone number for verification purposes. Identify the number of MW (DC) capacity that the respondent has developed: (1) in total, (2) in Maine, and (3) at airports. (40%)

5.6. References and reference projects: Provide detailed project information for three (3) reference projects of comparable scope to this project that the Proposer has implemented within the last five (5) years that include location, system capacity, current status (pre-construction, in construction, operational, etc.). Submit along with the above information three (3) work related job references. (5%)

6. CONTRACT AWARD

Any agreement entered by the **COUNTY OF KNOX** shall be in response to the Proposal and subsequent discussions. The award shall be based on the criteria described herein.

7. INDEMNIFICATION AND INSURANCE

The successful Proposer selected shall agree to defend, indemnify and hold the **COUNTY OF KNOX** and its officers, officials, employees and agents harmless from claims, demands, suits, causes of action and judgments arising from the Contractor's performance of Services, including claims of professional malpractice or negligence.

8. SPECIFICATIONS AND OTHER CONDITIONS

The County shall review all Proposals for substantial conformity to the Specifications and Other Conditions identified below. Proposals and/or the PV agreement may contain additional services or terms, but County reserves the right to consider Proposals and proposed agreements void if they do not substantially conform to the Specifications and Other Conditions outlined below.

If Proposers (or their financing parties) have any exceptions to the Specifications and Other Conditions, please: (1) describe the exception(s) and any proposed alternative; and (2) explain the need for the exception in writing and attach the response to their Proposal.

Specifications and Other Conditions

1. The County shall negotiate a price with the selected Proposer at compensation which it determines is fair, competitive, and reasonable. The price proposal shall include a breakdown of cost structure and other price data for each proposed solar PV system. The selected Proposer shall disclose additional price data as required.
2. Subject to successful negotiations, the selected Proposer (the Contractor) and the County will enter into an agreement, and the Contractor shall design, procure, install, test, commission, operate and maintain a solar energy electric generation project, with guaranteed on-site electricity generation at the project site(s).
3. The selected Contractor is responsible for obtaining all necessary permits and approvals for the Project(s) excluding local permits. The Contractor shall provide all technical information necessary to enable the County to submit local permits, including but not limited to Electrical and Site Plan if applicable.
4. The County reserves the right to require the posting of performance guarantee (performance and payment bonds), in a format acceptable to the County, to cover costs associated with Contractor default.
5. The Services and solar installation must follow all local, state, and federal codes and standards, including all State of Maine Building and Electric Codes.
6. The Contractor will use a method for computing the actual generation and Guarantee of Generation that is wholly consistent with the letter and intent of the most recent version of the U.S. Department of Energy, Federal Energy Management Measurement and Verification Guidelines (FEMP Guidelines).
7. The Contractor will be responsible for interfacing with the local utility company for all matters required for the interconnection to the grid (e.g., metering, protection, extension of distribution lines for connecting the solar facility to the grid). The Contractor will lead efforts to apply for interconnection and net metering (Interconnection Service Agreement, etc.) at no cost to the County.
8. The Contractor, subcontractor(s), and employees for the project shall possess certifications and/or licenses as required by the State of Maine.
9. The Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of the agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, color, religion, national origin, or ancestry.

10. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
11. The Contractor shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, including applicable licensing requirements, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of the County relative to the premises. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.
12. The Contractor shall install only new, unused equipment. The Contractor shall provide a Data Acquisition System (DAS) with real-time access to production data.
13. The Contractor shall provide certificates of insurance listing the County as additional insured in the coverage and amounts:
 - Commercial Liability: \$1,000,000/occurrence bodily injury and property damage \$2,000,000 general aggregate
 - Commercial Umbrella occurrences, \$1,000,000 aggregate
 - In addition, the Contractor shall provide Builders Risk Insurance at the value of the project(s) and proof of Workers Compensation Insurance