



Request for Proposals
for a Turn-Key Ground Mounted and Grid Tied Solar
Photovoltaic System
to be Built on the Municipally-Owned Higgins Pit Lot
for the Town of Bar Harbor

January 24, 2022

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Project Overview

The Town of Bar Harbor seeks proposals from qualified, interested parties to serve as a contractor to design, procure, install, test, and commission a utility scale turn-key solar photovoltaic system. The Town of Bar Harbor will contract to own the system pursuant to an Engineering, Procurement and Construction Agreement. The PV system must be completely turn-key, including solar panels, inverters, wiring, metering, controls, coordination, operation and maintenance.

The minimum scope proposed by the Town of Bar Harbor for this RFP is the development of a solar PV system of one 8–12 acre site (minimum acreage could be larger if feasibility exists). The output should be sufficient at a minimum to cover the annual electrical demand of all municipal accounts. The output from the solar PV system is anticipated to be between 1.5 and 2 megawatts. The final size shall be set during negotiations between the contractor and the Town of Bar Harbor.

The proposal shall include scenarios for lot 207-057, a former gravel pit owned by the Town of Bar Harbor. It is anticipated that the project will qualify under and participate in the Maine Net Metering Law LD1711. Proposals shall also include estimated cash flows and financing information regarding purchase, installation and other service fees as well as projected energy cost savings. Respondents should clearly specify the cost per installed watt for the Town of Bar Harbor to enter into a turn-key, EPC contract to purchase and own a fully installed system.

Respondents to this RFP are required to demonstrate qualification in identifying, assessing, planning, designing, installing, operating and maintaining utility-scale PV facilities. The Town will look favorably on respondents that have experience in Maine, and specifically in designing and installing and operating PV projects.

The goals of this project are to maximize solar generation on the site and provide the greatest financial benefit to the Town and its taxpayers. Any final awards or decisions to proceed with the project are expressly subject to the approval of the Bar Harbor Town Council.

RFP Schedule, Submission Process, Contacts

RFP Schedule

Event	Date and Time
RFP Release Date	January 24
Expression of Interest	January 28
Pre-Bid Conference and Site Walk	February 2
Questions	January 26-February 9
Submission Deadline via Email	February 18
Proposal Evaluations Complete	February 25
Final Bidder Selection and Town Council Approval	March 1
Contract Negotiation Start	March 2
Contract Negotiation End	March 15
Voters Pass Bond	June 7
Contract Signed	June

Submission Process

- All proposals must be received via email at beth@aclimatetothrive.org on or before **February 18, 2022**
- The email subject line should read: RESPONSE to Bar Harbor Solar RFP and must include all of the submission requirements outlined.
- Note that a site walk is scheduled for **February 2, 2022 at 11:30 AM**. Please RSVP with the contact information of all expected attendees by **January 31, 2022**.
- Bidders may submit questions via email to beth@aclimatetothrive.org. The email subject line must read QUESTIONS Regarding Bar Harbor Solar RFP.
- Proposals may be withdrawn at any time prior to the proposal receipt deadline date and time. Once the proposal deadline has passed all proposals become the property of the Town of Bar Harbor.
- Expenses for developing and presenting proposals shall be the sole responsibility of the bidder and shall not be chargeable to the Town of Bar Harbor.
- Any additions, alterations or exceptions to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for the evaluation of the bidder's response to the RFP or failure to follow and complete the RFP proposal format and accompanying documents may be grounds for rejecting the proposal offer.

Contact Information

This request for proposal is being issued by A Climate to Thrive as the consultant to the Town of Bar Harbor. Except as otherwise noted, the issuing entity and solar contact for the coordination and dissemination of all information regarding this RFP is A Climate to Thrive. The contact for the solar coordinator is attached below.

Beth Woolfolk, Solar Coordinator
beth@aclimatetothrive.org
207-801-8144

Town of Bar Harbor Reservation of Rights

- The Town of Bar Harbor reserves the right to modify, cancel or withdraw this RFP and to revise the schedule specified above if in the sole discretion of the Town, such changes are necessary.
- To the extent reasonably possible the Town will inform Proposers that have filed a Notice of Intent to Bid of any schedule change.
- The Town reserves the right to accept or reject in its sole discretion any or all proposals for any reason at any time after the submission has been received. The Town also reserves the right to select an offer that is not the lowest price, if the Town determines that doing so would result in the highest value to the Town.
- If the Town of Bar Harbor is unable to negotiate a satisfactory contract with the selected respondent at a price the Town of Bar Harbor determines to be fair, competitive, and reasonable, negotiations with that respondent shall be terminated. The Town of Bar Harbor shall then undertake negotiations with the next most qualified Respondent until either an agreement is reached or the Town cancels the RFP.

- Failure to comply with all requirements of this RFP may result in the rejection of the proposal in the Town's sole discretion.
- The Town of Bar Harbor reserves the right to reject any or all proposals, wholly or in part; to waive technicalities, irregularities and omissions; to make the award in a manner deemed to be in the best interest of the Town.
- This RFP in no manner obligates the Town of Bar Harbor to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, which may be terminated by the Town of Bar Harbor without penalty or obligation at any time prior to the signing of an agreement.

Definitions

Contractor: The vendor selected by the Town of Bar Harbor to execute the project.

Guarantee of Generation: The written guarantee of a contractor warranting the particular electrical energy generation to be derived from the project. Such written guarantee shall:

1. Include a detailed description of the equipment to be installed; and
2. State the annual amount of electrical energy to be generated in kilowatt-hours per year.

Engineering, Procurement, Construction (EPC): a form of contracting agreement in the solar development where in the EPC contractor will carry out the detailed engineering design of the project, procure all necessary equipment and materials, and then construct to deliver a functioning solar facility or asset to the Town.

Renewable Energy Certificates (RECs): Market based instruments that certifies the bearer owns one megawatt hour (MWh) of electricity generated from a renewable energy resource. A REC represents all the renewable or green attributes of the energy generated. RECs can be used for compliance by a load serving entity (usually a utility such as Versant Power) or retired.

Request for proposal (RFP): This request for proposal issued by the Town of Bar Harbor.

Persons: any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Proposal: A response to this RFP from a qualifying respondent which conforms to the requirements of this RFP.

Respondent: A person or firm who has submitted a proposal which conforms to all aspects of the request for proposal parameters.

Evaluation Criteria

The Town of Bar Harbor will evaluate proposals according to the criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation. The Town reserves the right to select any firm that, in its opinion and at its sole discretion, is deemed to be the most advantageous and in the best interest of the Town and its residents.

Summary of Cost and Projected Cash Flow	25%
Technical Description and Purposed Schedule	25%
Company Qualifications/Project Experience	25%
Purposed Maintenance Plan	15%
Overall Proposal	10%

The Town of Bar Harbor reserves the right to seek supplemental information from any respondent at any time after official proposal opening and before award. This will be limited to clarification or more detail on information included in the original proposal. Upon acceptance of a proposal and intent to award, the successful respondent will be required to execute and return all project documents and certificates of insurance within 30 days from the Notice of Award. Should the selected firm fail or refuse to execute the project documents, the Town of Bar Harbor reserves the right to accept a proposal from the firm offering the next best value to the Town.

RFP Purpose and Scope

The Town seeks a firm to provide the following services which includes, but are not limited to:

Project Planning/Permitting

- Secure all permits and approvals necessary from all Town boards and departments, and all state and federal agencies for both the construction and operation of the project. The Town will provide all data in its possession regarding site operation, history, contamination and corresponding information. The contractor will be responsible for any further studies or actions required to secure the necessary permits.
- Prepare and review plans for the project that ensure conformance with all applicable parts of the bylaws of the Town, the Maine building code, and compliance with all applicable Federal and State laws, rules and regulations governing the installation and operation of such facilities.
- Design the project and prepare all necessary plans, engineering schematics, site layout and other plans and drawings necessary to secure all permits.
- Secure grid interconnection for the project at the point of common coupling.
- Attendance at meetings on an as-needed and invitational basis at the request of the Town Council, Planning Board and Climate Emergency Task Force.
- Availability for telephone conferences and in-person meetings with Town administration and the Public Works Department.

Procurement and Construction

- Act as the general contractor for the project.
- Design, procure, construct, install, test and commission the project, including the connection of the project to the electric grid at a fixed price and pursuant to a customary EPC contract.
- Provide all labor, services and equipment to construct a fully operational photovoltaic system.
- Ensure conformance with all applicable parts of the building codes, ordinances and bylaws of the Town and all other applicable State and Federal regulations.
- Review and make recommendations on any change orders.

Site Maintenance, Operation and Training

- Contractor shall provide operations assistance and typical maintenance for 1-3 years after project completion.
- The contractor shall provide an O&M manual and training to the Town of Bar Harbor, including training for using the monitoring and data acquisition system.

System Monitoring:

Monitoring of system performance and providing public education and outreach is an important element of this RFP. The web-based monitoring system should provide:

- Instantaneous, average and accumulated output (kW and kWh)
- Log showing at least monthly percentage of installed capacity realized
- Year to date aggregated cost savings estimate based on cumulative output
- Air quality emissions averted and real-world equivalent conversions.
- Email alerts to appropriate personnel

Submittal Requirements

1. Executive Summary:

Include key provisions of the proposal, including an understanding of the Town of Bar Harbor's goals, pricing, brief description of the project, relevant experience and key timeline dates.

2. Company Profile:

- a. Years in business
- b. Description of company background
- c. Applicable state licensing
- d. Quality Assurance/Quality Control documentation
- e. Project Team: Organization chart and bios or key team members, capability to perform work/workload capacity. Clearly identify the project manager and all subcontractors.
- f. Project Experience: Provide three project references with direct client phone numbers. Include projects similar in scope and size.

3. Project Description

All Proposals must provide a comprehensive description of the project to include:

- a. Project Name
- b. Nameplate AC capacity
- c. In-service date
- d. Equipment configuration
- e. Permitting
- f. Duration
- g. System degradation calculations
- h. Meteorological studies and or data

4. Equipment Description

At a minimum, proposals should indicate for all equipment the:

- a. Name of the manufacturer
- b. Model name and number
- c. Metrics and characteristics of the equipment
- d. Performance history of the equipment
- e. Terms of warranties and/or guarantees
- f. Anticipated equipment life for major components
- g. Availability of equipment and planned delivery dates

5. Technical Description

- a. Description of technology and configuration
- b. Summary of the commercial operating experience of the equipment used or to be chosen
- c. Solar System layout/site diagram/illustration that includes the design of the array
- d. Electrical connection requirements and plans for connecting to the Town circuit, and/or interconnection with the grid.
- e. Level of efficiency
- f. Proposed construction period
- g. Startup testing
- h. Description of pre-operational targets
- i. Security Plan

6. Site Specific Proposed Maintenance Plan and Estimated Costs

- a. Major equipment replacements
- b. Panel Cleaning
- c. Snow Management
- d. Vegetation Management
- e. Requirements for System Access

7. Summary of Costs and Projected Cash-Flow

- a. Bidders are asked to note the cost per watt for Bar Harbor to enter a turn-key EPC contract
- b. Using the MPUC Net Energy Billing Tariff Credit and projected electrical price increases, respondents shall include illustrative examples of annual and cumulative net revenues/cost savings including and excluding revenue from Renewable Energy Certificates.

8. Proposed Schedule

- a. Identify key milestones and include any necessary review periods for the Town of Bar Harbor.

Execution/Minimum Contractual Terms

The Town of Bar Harbor will require that the construction contracts, operations and maintenance contracts contain the following terms and provisions.

Drawings

The contractor will provide “as built” and record drawings of existing and modified conditions associated with the project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural and control drawings each stamped by a Maine Registered Professional Engineer (P.E.) for the corresponding discipline. Measurement and verification of energy generation

must be consistent with Versant Power’s metering requirements. Calculations used for guaranteed onsite generation will be 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).

Survey

The contractor will perform a survey of the system and will prepare an assessment of the condition of the equipment installed as part of the project. The Town of Bar Harbor retains the right to hire an independent, certified professional engineer to prepare an assessment of the condition of the equipment installed as part of the contract.

Information

The contractor will include a complete set of plans of the proposed renewable energy system, proposed costs, timetable for completing engineering and construction work, a detailed description of equipment and services to be provided and an estimate of the electricity production as well as special terms offered by the contractor in its response. All contractors must indicate that all the mandatory terms and conditions have been met, including compliance with current prevailing wage laws.

Material and Equipment Review

The Town of Bar Harbor shall determine whether the material or equipment installed is equal to those specified in the proposal. In the event an article of any class of materials or equipment specified by the trade name of any particular patentee, manufacturer, or dealer, or by reference to the catalog of any such article or articles or materials to be substituted, the replacement must be equal in quality, finish and durability and equally as serviceable for the purpose for which it is or they are intended as the originally specified article. The Town of Bar Harbor shall make the decision as to whether the materials and equipment offered are equal to those specified, and the decision of the Town shall be final.

Patent Protection

The contractor shall protect and save the Town harmless against all claims, and actions brought against by reason of any actual infringement upon patent rights in any material, process, machine, or appliance used.

Rights-of-Way

The necessary rights-of-way for any construction to be done across or on private property will be obtained by the contractor. The contractor shall take due and proper precautions against injury to adjacent structures and shall hold themselves strictly within the rights secured to them by in prosecuting the work on private property.

Maine Laws and Ordinances

The contractor shall obey and abide by all laws of the State of Maine relating to:

- a. The employment of labor and public work;
- b. All local ordinances and requirements; and
- c. All authorities regulating applicable laws.

Discrimination

The contractor will not discriminate against any employee or prospective employee working in the performance of this 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, sexual orientation, race, color, religion, national origin, or ancestry.

Subcontractor Approval

In the execution of the Agreement, it may be necessary for the contractor to subcontract part of the work to others; however, the contractor shall not award any work to any subcontractor without prior written approval of the Town. Approval shall not be given until the contractor submits to the Town a written statement conserving the proposed award to the subcontractor that contains such information as the Town deems necessary.

Subcontractor Responsibility

The contractor shall be fully responsible to the Town 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 in its direct employ. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Town, whether as a third-party beneficiary or otherwise.

Transfer

The contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or any part hereof, or its right, title or interest in the same without the prior written notice to the Town. The contractor shall not assign by power-of-attorney, or otherwise any of the moneys due or to become due and payable under this Agreement, without the prior written notice to the Town.

Worker's Compensation Insurance

During the life of this Agreement, the contractor shall procure and maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Maine. This insurance policy shall adequately protect all labor employed by the contractor, and shall provide written evidence to the Town that such insurance is in fact in enforced.

Other Insurance

Contractor must carry an appropriate level of insurance for both the construction and operations phases, which shall name the Town of Bar Harbor as an Additional Insured. Minimum requirements are as follows:

1. Commercial general liability insurance for bodily injury, death and property damage claims with limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Such insurance will include, but not necessarily be limited to contractual liability coverage, personal injury liability coverage, personal injury liability, explosion and collapse hazard coverage and products and completed operations liability;
2. Commercial auto liability insurance with combined single limits of \$1,000,000 each accident, covering all owned, hired and non-owned vehicles; and
3. Excess liability insurance with limits of \$1,000,000 each accident and annual aggregate

Wages

The contractor is required to pay prevailing wage rates for all employees involved in providing contract services, as determined by the Department of Labor Standards.

Standards and Codes

All work shall meet the minimum standards of ASHRAE and the Maine Building Code

Inspections

The Town must have access to inspect both the work conducted at project site during construction and operations phases, and to the books, records and other compilations of data, which pertain to the performance of the provisions and requirements of this agreement, Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.

Laws and Permits

The contractor shall perform its obligations 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 accordance with all reasonable rules of the Town of Bar Harbor 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.

Bond

Notwithstanding any other law, the contractor must file with the Town a payment and performance bond relating to the installation of the project including the following:

1. Prior to entering into an EPC contract, the contractor shall furnish a certified copy and duplicate of a performance bond;
2. The performance bond shall be in an amount equal to 100% of the total contract value;
3. Unless otherwise specified by the Town, at a minimum the performance and payment bonds shall remain in effect during the total implementation period for the project. The implementation period for the project shall include all time required for installation, testing, measuring initial performance, and Awarding Authority acceptance of all installed equipment;
4. The performance bond shall be released upon Town acceptance of the project. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full or final acceptance whichever is later;
5. The contractor shall not file any mechanics liens against the Town for the project and this requirement shall flow down to all subcontractors. Therefore, the payment bond shall secure the contractor's obligations for payment of laborers, suppliers and all subcontractors.
6. The contractor will maintain and operate the equipment in a manner that will provide the accepted standards of service.

Reference Material

- Feasibility Study
- Site Maps with Solar Area Identified
- Bar Harbor Electric Use Summary (Versant Power Account Summaries)

Acceptance

I have read, understand and agree to comply with the terms and conditions for providing Engineering, Procurement and Construction Services to the Town of Bar Harbor as stated in the Town's Request Responses. Furthermore, I hereby certify, under penalties of perjury, that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature_____

Date_____

If applicable, fill in the following:

I acknowledge the receipt of Addendum No(s)_____, dated_____