

REQUEST FOR PROPOSALS FOR NET ENERGY BILLING CREDIT AGREEMENT(S)

Issue Date: March 11, 2021

Proposals Due: April 21, 2021

Karina Graeter

Sustainability Coordinator

Southern Maine Planning and Development Commission

110 Main Street Suite 1400

Saco, Maine 04072

Phone: (207) 571-7065

Email: kgraeter@smpdc.org



SMPDC
SOUTHERN MAINE PLANNING & DEVELOPMENT COMMISSION

Contents

I. INTRODUCTION	3
II. INVITATION TO BID.....	3
III. INSTRUCTIONS TO BIDDERS	3
1. Preparation and Submissions of Proposals	3
2. Validity Period	4
3. Basis of Award.....	4
4. Compliance with Terms and Conditions.....	4
5. Tax Status.....	4
6. Time of Completion.....	4
IV. REQUEST FOR PROPOSAL REQUIREMENTS	5
1. Background	5
2. Items Required to be submitted with the proposal.....	5
V. APPENDICIES.....	7

I. INTRODUCTION

In this Request for Proposals (“RFP”), the Southern Maine Planning and Development Commission (SMPDC), acting on behalf of 6 Maine municipalities – Fryeburg, Kennebunkport, Kittery, Ogunquit, Old Orchard Beach and Waterboro (“Municipalities”) – is soliciting proposals from distributed generation solar developers for a master Net Energy Billing Credit Agreement (NEBCA) for the Municipalities to participate in the Maine Net Energy Billing Tariff Rate Program. Each municipality will execute an independent and separate NEBCA with the vendor that will be chosen through the evaluation procedures found within this RFP.

SMPDC is a quasi-municipal organization who provides municipal assistance to 39 communities across York County and Southern Oxford county. SMPDC will be serving as the conduit and coordinator of this program on behalf of these communities. The Municipalities have authorized and signed a Memorandum of Understanding (see Appendix 2) to affirm their commitment to obtaining a NEBCA through this RFP. Other communities have also shown an interest in joining the purchase program but have yet to execute the Memorandum of Understanding. SMPDC has provided an appendix sheet that shows the current electricity usage and costs for the Municipalities as well as the desired NEB credit allocation (Appendix 1). All the municipalities are located within the Central Maine Power utility region.

II. INVITATION TO BID

SMPDC in conjunction with Fryeburg, Kennebunkport, Kittery, Ogunquit, Old Orchard Beach and Waterboro, invites you to submit a proposal on a master NEBCA for the 6 Municipalities.

1. Refer to sections 2 and 3, "*Instructions to Bidders*" and "*Request for Proposal Requirements*", for information concerning procurement of bid documents.
2. **Bid Due Date:** Sealed bids are due at the SMPDC Offices 110 Main Street Suite 1400 Saco, Maine 04072 no later than **3:00 PM on Wednesday, April 21, 2021**. Refer to "*Instructions to Bidders*" for additional bidding information. A public opening of bids will take place at that time.
3. This invitation to bid is **not** to be construed as an offer which can be accepted by submitting a bid. SMPDC 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. SMPDC may also select more than one provider if necessary.

III. INSTRUCTIONS TO BIDDERS

1. Preparation and Submissions of Proposals

- A. A proposal for a master Net Energy Billing Credit Agreement shall be received by:

Karina Graeter

SMPDC

110 Main Street Suite 1400

Saco, Maine 04072

kgraeter@smpdc.org

- B. Provide (1) original and (3) printed copies of the bid proposal, bid forms and supplemental information within a sealed envelope and deliver to the SMPDC Office at the address above. Mark envelope “**Sealed Bid for Power Purchase Agreement**”. The bidder may submit an additional electronic version of the proposal as a PDF by emailing it to kgraeter@smpdc.org.

BIDS ARE DUE ON Wednesday, April 21, 2021, NO LATER THAN 3:00 PM AT THE ABOVE LOCATION.

<i>Milestones</i>	<i>Performance Dates</i>
<i>RFP Issued</i>	March 11 th
<i>RFP Submitted</i>	April 21 st
<i>RFP Review Process</i>	April 26 th
<i>Award</i>	May 17 th

- i. 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.
- ii. 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.
- iii. 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.
- iv. The preparation of all Proposals shall be at the expense of the bidder.
- v. 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.

- vi. 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 has made due allowance in its Proposal for contingencies.
 - vii. Alternate proposals the bidder wishes to submit should be sent as an attachment to the proposal, 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 proposals shall be in addition to the basic bid.
- C. SMPDC welcomes questions and requests for more information. Questions should be submitted via email to Karina Graeter (kgraeter@smpdc.org) by **March 24, 2021**. An addendum will be issued addressing the submitted questions.

2. Validity Period

- A. Bidders' proposals for this contract shall be binding and valid for a period of at least one hundred eighty (180) days from the Bid Due Date. Bidder agrees to accept a contract with all the Municipalities based on the terms of the submitted Proposal if a written or oral notification of award is received on or before expiration of the 180-day period.
- B. 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.
- C. 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 SMPDC prior to the Bid Due Date. Such bidder may then submit a new Proposal if it is received by the SMPDC prior to the Bid Due Date and Time.

3. Basis of Award

- A. SMPDC, on behalf of the towns, reserves the right to accept or reject any or all proposals submitted in response to this RFP. SMPDC is not obligated to select or accept the proposal with the highest estimated Municipal savings. If only one proposal is received, it may be selected, accepted, or rejected at the sole discretion of SMPDC.
- B. SMPDC 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 SMPDC, the bidder will negotiate in good faith for a reasonable period.
- C. In assessing a Proposal, SMPDC may consider, and may select, accept, or reject any proposal based upon the following criteria, in no particular order.
 - The cost effectiveness of the proposed master NEBCA.
 - The level of experience, ability and qualifications of the bidder and its subcontractors.
 - Any previous work the bidder has completed for a project of similar size and scope.
 - The distributed generation facility location, proximity to the Municipalities, project schedule, and the environmental impact.
 - The quality of the proposal including its completeness in addressing the requirements of the RFP.
 - Any other factors SMPDC, at its sole discretion, considers appropriate.
- D. SMPDC reserves the right to reject all proposals if none are considered satisfactory and, in that event, at its option, to call for additional proposals. SMPDC may select one, more than one, or none of the proposals.
- E. SMPDC shall be entitled, at its sole discretion, to waive any irregularity, informality, or non-conformance with these instructions in any proposal received by SMPDC or to reject any proposal containing any such irregularity or non-conformity.
- F. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of SMPDC or any other basis which is consistent or in conflict with the foregoing provisions.
- G. Once one or more bids have been selected, it will be the responsibility of the successful bidder(s) to contract with each town and determine the final NEB credit allocation and cost that is acceptable to the Municipality.

4. Compliance with Terms and Conditions

- A. No terms or conditions other than those contained in the bid package shall be binding upon SMPDC or the participating communities, unless specifically agreed to in writing.
- B. The successful bidder will be required to submit proof of insurance in the amounts shown within.

5. Tax Status

- A. Any equipment related to this project shall be taxed according to applicable state laws and local ordinances.

6. Time of Completion

- A. The contractor shall prosecute the work expeditiously and continuously until completion.
- B. SMPDC and participating Municipalities would prefer to contract either an existing facility or one already in development in order to expedite this process.
- C. It is the intent to have the project operational and producing power no later than **July 1, 2022**, if the project is in development at the time of this proposal.

IV. REQUEST FOR PROPOSAL REQUIREMENTS

1. Background

- A. SMPDC and the Municipalities aim to reduce municipal fossil fuel emissions and promote distributed solar generation in the region. SMPDC is therefore soliciting bids for a master NEBCA for all participating Municipalities to procure NEB Credits and Renewable Energy Credits (RECs) to offset a significant portion of municipal electricity use. Anticipated generation allocation for each municipality is included in Appendix 1. Each Municipality plans to purchase credits to offset 65-85% of their municipal electricity costs. Together, the Municipalities anticipate purchasing approximately \$750,000 in NEB credits to offset 70% of \$1,070,000 in total municipal electricity costs. Each municipality will determine their final allocation with the successful bidder.
- B. SMPDC is specifically requesting proposals with the following offer types:
- i. All offers must include the conference of RECs to the Municipalities. RECs generated from each Municipality's allocation of the distributed solar facility will be owned and controlled by the Municipality upon generation.
 - ii. Offers may be either a fixed discount rate or fixed price per kilowatt hour. No escalating price offers will be considered.

2. Items Required to be submitted with the proposal

- A. **Cover Letter:** A narrative, that includes:
- i. The name of the proposing firm, or in the case of a proposing team, the name of the prime Proposer.
 - ii. The name, title, mailing address, phone number, and email address of the individual who will serve as the prime Proposer's representative for future communication regarding the proposal.
 - iii. A brief synopsis of the proposal and the Proposer's relevant experience, capabilities, project development status, and project management approach.
 - iv. Any suggestions or special concerns about which SMPDC and the participating municipalities should be aware, including pending legislative or regulatory hurdles.
- B. **Table of Contents:** A listing of the individual sections of the proposal and their corresponding pages numbers.
- C. **General Information:** A narrative that provides the following information:
- i. The names(s), address(es), and website(s) of each participating firm, including major subcontractor(s), financing party(ies) and operation and maintenance firm(s).
 - ii. A description of the roles and responsibilities of each participating firm.
 - iii. The team members responsible for the proposed projects and RFP, including the lead contact person.
- D. **Track Record/Experience:** A narrative that provides the following information:
- i. A discussion of the technical and professional capabilities and construction and project management experience that demonstrates each participating firm's ability to perform assigned responsibilities in a timely manner.
 - ii. A discussion of the proposed team's financial ability to successfully complete the proposed work, additional information about financial creditability may be requested after proposals are due to demonstrate the capacity to finance the project.
 - iii. A list and description of up to five (5) similar projects completed or underway by the prime contractor, in terms of project type, size, client type, and financing mechanism, projects completed by the prime Proposer. Include customer name, project location, capacity (kW), financial agreement with customer; and contact name, title, phone number and email address. Indicate which, if any, of the proposed team members also participated in the project.
 - iv. A discussion of the proposed team's prior experience developing and managing community solar projects and participant agreements.
 - v. The Proposer should also include references from public sector entities and clients that are comparable to SMPDC or participating municipal organizations.
- E. **NEBCA rate offers:** Provide a clear description of the NEB credit rate offer(s) proposed.
- i. Offers must include the conference of the bundled project RECs to the municipalities.
 - ii. Offers may be either a fixed discount rate or fixed price per kilowatt hour.
 - iii. Include any relevant tables or charts showing estimated first year savings and 20 years savings for the participating municipalities.
- F. **Proposed site(s) project description:** A narrative that provides the following information about the proposed site(s) for the distributed generation facility(ies):
- i. The location, site description, and description of site control for each proposed project site.

- ii. The status of each project (include project schedule, status in permitting process, and the status in the interconnection approval process).
- iii. The percentage of the project that has signed agreements with other subscribers.
- iv. Project equipment specifications including any warranties and guarantees.
- v. Project design (i.e. the type, tilt, required vegetation clearing or pruning, and project layout).
 - 1. Include any environmental considerations such as pollinator habitat, agriculture or grazing opportunities, minimal removal of trees or lands from current uses.
- vi. Project Capacity/System performance.
 - 1. Capacity in AC and DC.
 - 2. Annual production estimate.
 - 3. First year production estimate.
- vii. Project financing and contracting.
 - 1. Description of long-term project ownership and financing
 - 2. Investment Tax Credit standing
- viii. Allocation of the project to town or towns.

G. Education and Outreach Proposal: a narrative description of educational and outreach activities associated with the proposal, including a description of the reporting and monitoring system, whether that system may be incorporated into municipal websites, and engagement opportunities such as site visits.

H. Example Net Energy Billing Credit Agreement: Provide an example Net Energy Billing Credit Agreement.

V. Appendices

1. Municipal electricity costs and NEB credit allocation estimate

Municipality	MGS Spend	SGS Spend	Streetlights Spend	Total Spend
Ogunquit	\$ 30,000.00	\$ 10,000.00	\$ 70,000.00	\$ 110,000.00
Kennebunkport	\$ -	\$ 125,019.38	\$ 16,000	\$ 141,019.38
Fryeburg	\$ -	\$ 26,859.70	\$ 20,000.00	\$ 46,859.70
Kittery	\$ 227,134.58	\$ 11,954.45	\$ 40,000.00	\$ 279,089.03
Old Orchard Beach	\$ 220,894.00	\$ 11,534.00	\$ 207,232.00	\$ 439,660.00
Waterboro	\$ 9,985.18	\$ 18,556.80	\$ 25,000.00	\$ 53,541.98
All Municipalities	\$ 488,013.76	\$ 203,924.33	\$ 378,232.00	\$ 1,070,170.09
Percent of Total Spend	46%	19%	35%	100%
Estimated NEB \$ (70%)	\$ 341,609.63	\$ 142,747.03	\$ 264,762.40	\$ 749,119.06
Estimated Allocation (kwh; based on 2021 \$/kwh)	2,781,294	1,136,874	2,108,636	6,026,803

2. Signed Memorandum of Understanding (Next Page)



SOUTHERN MAINE SOLAR COLLABORATIVE

MEMORANDUM OF UNDERSTANDING

Between

Southern Maine Planning and Development Commission (SMPDC) and the member municipal governments listed in Appendix A – Member List

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Southern Maine Solar Collaborative (SMSC) members to carry out a joint procurement of a master Net Energy Billing Contract Agreement through the Maine Net Energy Billing program.

1. Background

The Maine Net Energy Billing program allows municipalities to offset their electricity bills using the output from small renewable generators such as solar farms. Many of our municipalities are being approached by solar developers with offers for Net Energy Billing Contract Agreements (NEBCAs). The SMSC is looking for opportunities to reduce costs and enhance efficiencies for municipal service costs by collaborating on a joint procurement of a master NEBCA that can be adopted by Member municipalities.

2. Purpose

The SMSC has agreed to participate in a shared, voluntary, cooperative initiative to implement a joint procurement process for a master NEBCA that may be adopted by all participating Members. Advantages to a collaborative procurement process include: better pricing options enabled by larger procurement; reduced municipal staff time; competitive contract terms; and peer learning and support. The SMSC is a voluntary arrangement between Members. This MOU address the collaborative NEBCA procurement initiative of all SMSC Members and does not address any existing or future initiatives that may be conducted by individual Members in parallel to this joint initiative.

3. Governance

The SMSC will be led and coordinated by SMPDC staff currently represented by Karina Graeter, Sustainability Coordinator, and Lee Jay Feldman, Director of Planning. SMSC Member municipality representatives will make up the Joint Procurement Committee, chaired by the SMPDC representatives. The Joint Procurement Committee will collectively establish meeting schedules and administrative protocols for managing the collaborative NEBCA procurement and resulting master NEBCA framework.

4. SMPDC Responsibilities

SMPDC representatives will be responsible for the following tasks:

- Coordinating and leading virtual or in person meetings of the SMSC and Joint Procurement Committee
- Working with individual towns to provide technical assistance and collect electricity use data
- Writing and publishing the Request for Proposals (RFP) on behalf of the SMSC

- Managing the RFP bid process
- Coordinating with SMPDC's legal team to review the RFP and selected master NEBCA framework
- Presenting to town boards to support and advise on the adoption of the MOU and individual NEBCAs.

5. Member Responsibilities

The SMSC Members will, subject to extenuating circumstances such as municipal council spending limits and approvals and compliance with legal requirements including authorization of agreements, honor their commitments to participate in the SMSC initiative. Among other things, Member representatives will be involved in developing requirements and specifications, developing evaluation criteria, and participating in proposal evaluations. Individual Members will be responsible for entering into, administering and paying for their own discrete NEBCAs under the resulting master NEBCA framework.

6. Reporting

The SMPDC representatives will report to the Joint Procurement Committee monthly, providing an overview of progress on the SMSC initiative.

7. Funding

SMPDC SMSC staffing will be funded through SMPDC dues and other organizational funding sources as required. SMPDC will pursue additional funding through commissions from the successful solar provider to support administering the program on behalf of the SMSC Communities. Municipalities shall pay for their own direct costs under the NEBCAs.

8. Liability

No member shall have responsibility for the action, omission, or liability of any other SMSC Member. Each Member will be responsible for its own procurement commitments and the resulting NEBCAs under the master NEBCA framework.

9. Term

This MOU may be modified by mutual consent of the SMSC. This MOU shall become effective upon signature by the authorized officials from the SMSC and will remain in until the completion of the RFP process.

Any member can choose to terminate its participation in the SMSC by providing written notice to the SMPDC representatives.

10. Governing Law

This MOU shall be governed by and subject to the laws of the State of Maine.

1-21-21 Date:
[Signature] Signature:
Katie Haley, Town Manager, Town of Fryeburg

1-20-21 Date:
[Signature] Signature:
Laurie Smith, Town Manager, Town of Kennebunkport

February 1, 2021 Date:
[Signature] Signature:
Kendra Amaral, Town Manager, Town of Kittery

2-17-2021 Date:
[Signature] Signature:
Patricia Finnigan, Town Manager, Town of Ogunquit

1-25-2021 Date:
[Signature] Signature:
Larry Mead, Town Manager, Town of Old Orchard Beach

3-10-21 Date:
[Signature] Signature:
Garry Lamb, Town Manager, Town of Waterboro

____ Date:
____ Signature: