

Maine Department of Transportation

REQUEST FOR PROPOSALS

**Pilot Solar Project
Photovoltaic (PV) Solar Installation
at
Augusta Airport
I-95, Exit 109, Augusta
I-95, Exit 112, Augusta**



MaineDOT

May 27, 2020

Request for Proposals (“RFP”) Information

RFP Title	MaineDOT Pilot Solar Project at Augusta State Airport and I-95 Exits 109 and 112 in Augusta
RFP Web Page	https://www.maine.gov/mdot/contractors/
RFP Issuance	May 27, 2020
RFP Questions/RFIs Due	June 10, 2020
RFI Responses Provided	June 17, 2020
Pre-Proposal Conference (Optional)	A non-mandatory pre-proposal conference call will be held June 3, 2020 via zoom. Reservations are required for the pre-proposal conference; please RSVP by June 1, 2020 by contacting David Gardner at david.gardner@maine.gov .
RFP Responses Due	July 1, 2020 by 1:00 PM Eastern Daylight Time (EDT)

RFP Submittal Requirements

1. **Proposals Due:** Proposals must be received no later than 1:00 p.m. EDT, on the date listed in the RFP Information section above. Proposals received **after** the 1:00 p.m. deadline will be **rejected** without exception.
 - a. Bidders are to insert the following into the subject line of their email submission:
“**MaineDOT Pilot Solar Project RFP Submittal – [Bidder Name]**”
 - b. Bidder’s proposals are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
 - **File #1 – [Bidder Name]: PDF format preferred**
Completed - Proposal Cover Page (**Appendix 1**)
Debarment Information (**Appendix 2**)
 - **File #2 – [Bidder Name]: PDF format preferred**
Organization Qualifications and Experience (**Appendix 3** and all related/required attachments stated in PART III, B.)
 - **File #3 – [Bidder Name]: PDF format preferred**
Proposed Services (**Appendix 4** and all related/required attachments stated in PART III, C.)
 - **File #4 – [Bidder Name]: PDF format preferred**
Pricing Proposal (**Appendix 5** and all related/required attachments stated in PART III, D.)

Questions about the RFP

All questions or RFIs related to this RFP are to be directed, in email (no phone calls), to **David Gardner** at david.gardner@maine.gov with the email Subject Line “**MaineDOT Pilot Solar Project RFI Submittal – [Bidder Name]**”.

Questions/Requests for Information (“RFI”) Due Date: June 10, 2020 at 1:00 PM EDT. Please submit questions on the RFP as soon as possible. No questions regarding this RFP will be responded to if received after the above date and time. All pertinent questions must be received by MaineDOT on the RFI form in Appendix F.

Responses to Questions/RFIs: June 17, 2020

All pertinent questions received on the RFI form will be answered by MaineDOT in a timely manner. All questions submitted by bidders and MaineDOT’s answers to those questions will be posted publicly online at <https://www.maine.gov/mdot/contractors/>.

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PART I INTRODUCTION

A. Summary

The Maine Department of Transportation (“MaineDOT” ”), by the authority granted in 23 M.R.S. § 4243, is seeking proposals from qualified developers of solar photovoltaic (“Solar PV”) generation systems to install ground-mounted solar arrays at three MaineDOT properties in Augusta, Maine: the Augusta State Airport, the Interstate 95 (“I-95”) interchange at Exit 109, and the I-95 interchange at Exit 112 (individually the “Site” or collectively the “Sites”). MaineDOT aims to leverage the Solar PV installations as a local renewable energy source to help reduce its greenhouse gas emissions footprint and to reduce MaineDOT’s energy costs. Bidders may submit proposals for all or any combination of the three sites.

MaineDOT intends to select a qualified bidder or bidders to design, permit, finance, procure, install, own, interconnect, commission, operate, and maintain (collectively, “to Develop” or “the Development of”) the solar arrays pursuant to the terms and conditions of a 20-year land lease. MaineDOT also intends to serve as either 1) an off-taker and recipient of Net Energy Billing Credits and Renewable Energy Credits from the installed solar systems under a 20-year Net Energy Billing Credit Agreement with the selected Bidder(s) or 2) an off-taker and recipient of Bill Credits from the installed solar systems under a 20-year Standard Buyer Bill Credit Agreement with the selected Bidder(s) (either a Net Energy Billing Agreement or a Standard Offer Bill Credit Agreement is hereafter a “Bill Credit Agreement” or “BCA”).

Bidder is required to propose a monthly lease payment rate to MaineDOT for each Site hosting Solar PV and a purchase option for MaineDOT to acquire 1) Net Energy Billing Credits and Renewable Energy Credits for an estimated 4,300 megawatt-hours (“MWh”) of solar generation per year or 2) Standard Buyer Bill Credits for an estimated 4,300 MWh of solar generation per year. In addition to these minimum bid requirements, MaineDOT is open to considering proposals for other compensation structures in which MaineDOT can realize financial savings from hosting Solar PV on its proposed properties and can advance reductions in the agency’s greenhouse gas emissions.

B. General Provisions

1. Issuance of this RFP does not commit MaineDOT to issue an award or to pay expenses incurred by a bidding entity (the “Bidder”) in the preparation of a response to this RFP, whether or not the Bidder is selected by MaineDOT. Excluded expenses include, among other expenses, those associated with the Bidder’s attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals shall adhere to the instructions and format requirements set out in this RFP and all associated supplements and amendments (such as the Summary of Questions and Answers) issued by MaineDOT. Bidders shall respond to all questions and instructions specified below following the format set out in the Proposal Outline and Submission Requirements section of this RFP.
3. Bidders shall take careful note that, in evaluating a proposal submitted in response to this RFP, MaineDOT will consider materials provided in the proposal and information obtained through interviews/presentations (if any). MaineDOT also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.

4. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
5. The RFP and the selected Bidder's proposal, including all appendices or attachments, shall be the basis for the final contract, as determined by MaineDOT.
6. **Freedom of Access Act – Confidentiality** - Bidders responding to this RFP are advised that under Maine's Freedom of Access Act, Title 1 M.R.S. Chapter 13 §§ 400, et seq.(the "FOAA"), the term "Public Records" (as it is defined in 1 M.R.S. §402(3)) includes responses to RFPs and bid materials from interested parties. As Public Records, responses to RFPs and bid materials are subject to the FOAA and must be made available for public inspection and copying once an award notification has been made if MaineDOT receives a FOAA request.

If a Bidder believes that parts of its proposal fall within one or more of the exceptions to the definition of "Public Records" set forth in the FOAA, the Bidder should identify those parts of its proposal that it deems confidential and provide a non-confidential statement of the basis for Bidder's claim that the designated parts of its proposal fall within one or more of the exceptions to the definition of "Public Records". If MaineDOT agrees that the documents so identified fall within one of the exceptions to the definition of "Public Records," MaineDOT will treat those documents as confidential. In the event that MaineDOT receives a request to inspect or copy those parts of the Bidder's proposal that the Bidder and MaineDOT agree are confidential, MaineDOT will notify the Bidder that such a request has been received and will notify the party requesting disclosure that the documents will be withheld. If the party seeking disclosure files a legal action to gain access to the confidential information, then the Bidder must retain counsel and file for a protective order. Bidder's failure to join the action and secure a protective order shall constitute a waiver of its claim that the information is confidential. MaineDOT will comply with the order issued by the reviewing court.

7. MaineDOT, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
8. Bidder shall, at all times, comply with all applicable laws, rules and regulations governing the Site upon which its Solar PV installation is installed, and the activities conducted thereon, whether or not herein contained. It shall be the Bidder's responsibility to determine the applicability and requirements of any such laws, rules and regulations.

C. Form of Contract

MaineDOT reserves the right to modify or terminate this RFP at any stage if MaineDOT determines such action to be in its best interest. MaineDOT's receipt of a proposal pursuant to this RFP does not create any contract or commitment by MaineDOT.

As part of its proposal, Bidder must provide a copy of its proposed land lease agreement incorporating MaineDOT's required provisions presented in Exhibit E. Nothing herein shall be interpreted to imply that MaineDOT will agree to the terms included in Bidder's proposed land lease agreement.

The selected Bidder(s) will be required to promptly negotiate a 20-year lease of the selected Site(s) with MaineDOT (the "Land Lease") and a BCA. MaineDOT will consider incorporating an

appropriate due diligence period in the Land Lease if requested by the Bidder. Upon execution of the Land Lease Bidder shall owe MaineDOT a lump sum payment for the applicable Site(s) as follows:

- I-95 Exit 109: lump sum payment of \$38,000.
- I-95 Exit 112: lump sum payment of \$29,375.
- Augusta State Airport: lump sum payment of \$32,965.

The lump sum payment made to MaineDOT upon execution of the Land Lease will not be reimbursed in the case Bidder's due diligence of the selected Site(s) produces unacceptable results that lead to Bidder terminating development of the Site(s).

If acceptable BCA, and/or Land Lease cannot be established with the selected Bidder(s) in a period of time that is satisfactory to MaineDOT, then MaineDOT reserves the right to terminate negotiations with that Bidder and select an alternate proposing Bidder with whom to enter into BCA and/or Land Lease negotiations until an acceptable BCA and/or Land Lease arrangement is established.

PART II SCOPE OF SERVICES TO BE PROVIDED

The scope of services requested in this RFP (the “Project”) includes the turn-key Development of ground-mounted Solar PV systems at the Sites. MaineDOT intends to select a qualified Bidder or Bidders to Develop the Solar PVs at the three Sites pursuant to the terms and conditions of a 20-year Land Lease. Bidder may submit proposals for all or any combination of the three Sites, and MaineDOT may move forward with proposals for all or any combination of the three Sites. MaineDOT also intends to serve as either 1) an off-taker and recipient of Net Energy Billing Credits and Renewable Energy Credits from the installed solar systems under a 20-year Net Energy Billing Credit Agreement with the selected Bidder(s) or 2) an off-taker and recipient of Bill Credits from the installed solar systems under a 20-year Standard Buyer Bill Credit Agreement with the selected Bidder(s).

Bidder(s) shall be responsible for all labor, materials, and administrative costs to Develop its proposed Solar PV installations in accordance with prudent industry standards. Further, the selected Bidder(s) shall be prepared to assume all costs associated with decommissioning their Solar PV installations upon termination of any negotiated agreements if arrangements are not otherwise negotiated for MaineDOT to assume ownership of such Solar PV installations. The RFP does not fully list all system requirements or all of the selected Bidder’s obligations. Selection of a Bidder does not guarantee rights to the Bidder until MaineDOT and the selected Bidder execute a BCA and Land Lease that contain all of the terms, standards, and obligations of MaineDOT and of the selected Bidder.

A. Site Overview

MaineDOT has identified the following Sites as potential host locations for ground-mounted Solar PV installations. MaineDOT contracted with an independent engineer to review the feasibility of each Site to host ground-mounted Solar PV installations. The review results and details of each Site are included in Appendix A – Solar Array Site Summaries. Cost estimates and feasibility findings presented in Appendix A are advisory only, and subject to the individual Bidder’s independent review and assessment. MaineDOT has posted images and aerial drone footage of the three Sites online at <https://www.maine.gov/mdot/contractors/>. If Bidder needs to access the Airport Site for additional in-person investigation, please contact David Gardner at MaineDOT. MaineDOT will accommodate Bidder requests for in-person Site visits to the extent possible under current COVID-19 restriction guidance.

1. Augusta Airport #1: Located at 25 Bond Brook Rd, Augusta, ME 04330 at 44.330738° N, - 69.793557° W. This is MaineDOT’s preferred site at the airport. If Bidder determines that this parcel poses material technical, cost, or permitting challenges for hosting ground-mounted Solar PV, Bidder should detail its concerns in its written submission. Estimated Solar PV hosting capacity is 4.875 MW AC.
2. I-95 Exit 109 Interchange: This site includes three subparcels: two on the eastern side of I-95 and one on the western side of I-95. If Bidder proposes to utilize the Exit 109 Site for Solar PV, all three subparcels must be used and incorporated into Bidder’s proposal and Bidder shall propose a single lease payment rate and bill credit purchase price for the Site as a whole. The two subparcels on the eastern side of I-95 are further divided by Western Avenue. The eastern and western subparcels are associated with two separate interconnection applications and will have separate interconnection agreements with Central Maine Power Company (“CMP”). Total estimated Solar PV hosting capacity across the three subparcels is 2.5 MW AC. Solar PV system components shall not be allowed within 50 feet of the edge of pavement on I-95, including entrance and exit ramps, and all proximate public highways.

3. I-95 Exit 112 Interchange: This site includes a single parcel encircled by the I-95 North 112B exit ramp. Estimated Solar PV hosting capacity is 1.875 MW AC. Solar PV system components shall not be allowed within 50 feet of the edge of pavement on I-95, including entrance and exit ramps, and all proximate public highways.

B. Utility Interconnection

MaineDOT has submitted four applications for interconnection to CMP for the following three Sites. Copies of each interconnection application are included in Appendix B – Interconnection Applications.

1. Augusta Airport #1: This Site has been assigned Queue Position 1 by CMP at the Bond Brook substation.
2. I-95 Exit 109 Interchange: MaineDOT has submitted two interconnection applications to CMP for this Site. The first application is for the subparcel on the western side of I-95 and requests an interconnection to CMP's distribution feeder along Whitten Road. The second application is for the two subparcels on the eastern side of I-95 and requests an interconnection to CMP's nearest distribution feeder along Western Avenue. These subparcels have been assigned Queue Positions 1 and 2, respectively, at the Capitol Street substation.
3. I-95 Exit 112 Interchange: This Site has been assigned Queue Position 4 by CMP at the North Augusta substation.

The selected Bidder(s) will be responsible for completing a system design consistent with MaineDOT's application submittal presented in Appendix B. If Bidder has concerns with or cannot fulfill these requirements, Bidder shall specify its reasoning in the written submission.

Upon executing a Land Lease and BCA, MaineDOT shall promptly assign the applicable CMP interconnection agreement(s) to the Bidder. The selected Bidder for each Site shall be responsible for all costs associated with the Development of that Site, including but not limited to any additional interconnection study costs incurred by MaineDOT that are not included in the lump sum payment to MaineDOT following execution of the Land Lease¹, base interconnection costs, and any grid upgrade costs assessed by CMP. Bidder's proposal shall reflect these costs.

Base interconnection costs include all labor, materials, and administrative costs assessed by CMP to provide a medium-voltage interconnection of each Solar PV installation to the CMP distribution feeder reflected in each Site's application. The selected Bidder(s) must comply with all CMP interconnection terms and conditions.

C. Project Requirements & Bidder Cost Responsibilities

1. In Developing its proposed Solar PV installation(s) at an associated Site, the selected Bidder shall be responsible for the following at its own expense:
 - a. All labor, materials, and administrative costs to Develop its proposed Solar PV installations, plus all applicable decommissioning costs, in accordance with prudent industry standards.

¹ The lump sum payment figures represent costs incurred by MaineDOT to date for interconnection application preparation, CMP application fees, and CMP impact study fees. ISO New England study of the four applications has not been required to date and related costs are not included in the lump sum payment figures.

MaineDOT will not contribute funds to cover any portion of such costs and expenses.

b. All Site due diligence, geotechnical review, and Site preparation for construction. Geotechnical review by MaineDOT may be required based on location of conduit installation for interconnection points. Unless approved by MaineDOT, existing drainage patterns shall not be altered. If any unknown hazardous and/or contaminated materials are encountered during the construction of the Solar PV systems or an unexpected, reportable environmental incident occurs, Bidder must stop work and contact DEP immediately. The Bidder shall be responsible for all costs associated with environmental impacts arising out of, resulting from, or attributable to operations or actions conducted on a Site by the Bidder, its employees, agents or contractors prior to the expiration of Bidder's associated land lease agreement, including environmental impacts that may not become apparent until after such land lease has terminated.

c. All necessary traffic control/safety plans during construction, which must be approved in advance by MaineDOT's Region Engineer at MaineDOT's sole discretion.

d. All actions required to develop an entrance at the specified I-95 locations are described in Appendix A. These specific locations have been established for safety purposes and have been approved by the Federal Highway Administration and are not negotiable.

2. Solar PV installations shall not adversely affect the safety, design, construction, operation, maintenance, or stability of existing MaineDOT properties or assets, and shall not interfere with or impair MaineDOT's mission to "responsibly provide our customers the safest and most reliable transportation system possible, given available resources". Construction, operation and maintenance activities shall be coordinated with MaineDOT to ensure that MaineDOT operations are not disrupted.

3. Environmental Permitting and Glint/Glare Requirements.

a. I-95 Exit 109 Interchange West

i. MaineDOT has identified one stream and one wetland in the I-95 Exit 109 west loop. (see Appendix H). Permanent alteration of the stream and placement of permanent or temporary fill in the stream is prohibited. Solar PV system components and supports shall be placed outside of the stream and components may not cover the stream. Temporary and permanent fill in the wetland in Exit 109 Interchange West loop shall not exceed 15,000 square feet. All temporary wetland fill shall be removed upon completion of construction. Temporary and permanent fill must meet the conditions of the Category 1 General Conditions of the General Permit of the State of Maine (Appendix H). MaineDOT will obtain permits pursuant to the Maine Natural Resources Protection Act from Maine DEP and Section 404 of the Clean Water Act from the Army Corps of Engineers based on these requirements.

ii. Bidder is responsible, at its own expense, for conducting a detailed sighting and solar glint/glare analysis, for MaineDOT's approval, to confirm that the proposed arrays will not create any safety visual impacts to motorists traveling on I-95 or other adjacent roads.

iii. Bidder is responsible, at its own expense, for obtaining all other required permits and approvals from local, state, and federal authorities having jurisdiction over the Sites (as applicable).

b. I-95 Exit 109 Interchange East

i. MaineDOT has identified several wetlands in the I-95 Exit 109 middle loop (see Appendix H). No jurisdictional natural resources were identified in the I-95 Exit 109 north loop. Temporary and permanent fill in the wetland in Exit 109 Interchange middle loop shall not exceed 15,000 square feet. All temporary wetland fill shall be removed upon completion of construction. Temporary and permanent fill must meet the conditions of the Category 1 General Conditions of the General Permit of the State of Maine (Appendix H). MaineDOT will obtain permits pursuant to the Maine Natural Resources Protection Act from Maine DEP and Section 404 of the Clean Water Act from the Army Corps of Engineers based on these requirements.

ii. Bidder is responsible, at its own expense, for conducting a detailed sighting and solar glint/glare analysis, for MaineDOT's approval, to confirm that the proposed arrays will not create any safety visual impacts to motorists traveling on I-95 or other adjacent roads.

iii. Bidder is responsible, at its own expense for obtaining all other required permits and approvals from local, state, and federal authorities having jurisdiction over the Sites (as applicable).

c. I-95 Exit 112 Interchange

i. MaineDOT has identified one wetland area in the I-95 Exit 112 Interchange site. Temporary and permanent fill in the wetland in the Exit 112 Interchange shall not exceed 15,000 square feet. All temporary wetland fill shall be removed upon completion of construction. Temporary and permanent fill must meet the conditions of the Category 1 General Conditions of the General Permit of the State of Maine (Appendix H). MaineDOT will obtain permits pursuant to the Maine Natural Resources Protection Act from Maine DEP and Section 404 of the Clean Water Act from the Army Corps of Engineers based on these requirements.

ii. Bidder is responsible, at its own expense, for conducting a detailed sighting and solar glint/glare analysis, for MaineDOT's approval, to confirm that the proposed arrays will not create any safety visual impacts to motorists traveling on I-95 or other adjacent roads.

iii. Bidder is responsible, at its own expense, for obtaining all other required permits and approvals from local, state, and federal authorities having jurisdiction over the Sites (as applicable).

d. Augusta Airport

i. MaineDOT has not completed natural resources surveys at the Augusta Airport Site. The Bidder is responsible, at its own expense, for identifying all regulated natural resources and obtaining all applicable natural resource and land use permits.

ii. Bidder is responsible, at its own expense, for obtaining all necessary approvals from and meeting all requirements of the Federal Aviation Administration ("FAA"), including conducting a detailed sighting and solar glint/glare analysis to confirm that the proposed arrays will not create any safety visual impacts for pilots (aircraft & helicopters), air traffic controllers and workers. The analysis must meet all current FAA requirements, 78 FR 63276, and utilize the Sandia National Laboratories Solar Glare Hazard Analysis Tool

(SGHAT) or FAA approved equal. The Bidder must also obtain all necessary environmental permits.

iii. The Augusta State Airport is regulated by an existing Maine Department of Environmental Protection (“DEP”) Site Location of Development Permit that will require amendment. The Site Location of Development permit will be provided upon request.

iv. Bidder is responsible, at its own expense, for all other required permits and approvals from local, state, and federal authorities having jurisdiction over the Sites (as applicable).

4. Proposals must comply with MaineDOT’s Pollinator Seeding Plan, attached herein in Appendix C, for all construction and maintenance activities.
5. All equipment installed on a Site shall meet all applicable building codes. All equipment shall be UL listed.
6. At the end of the Land Lease agreement term or any renewal term, if MaineDOT declines any provided option for renewal or purchase of the Solar PV system(s), the selected Bidder(s) will decommission and remove all Solar PV system components from the Site and will surrender the Site in a condition reasonably comparable to that existing prior to the Land Lease, reasonable wear and tear excepted, which shall include grading and seeding the surrendered property to provide adequate grass coverage, all at the Bidder’s sole cost and expense. System decommissioning and removal includes the removal of all related equipment, including but not necessarily limited to: any perimeter fences, any concrete or steel foundations, all metal structure (mounting racks), all PV modules, alternators, generators, aboveground and underground cables, transformers, inverters, switch boxes, and other fixtures.
7. Bidder shall be responsible for applying for and obtaining any financial incentives it chooses to pursue without reliance on MaineDOT participation. A description of the incentive program offered by the State of Maine can be found at <https://www.maine.gov/mpuc/electricity/renewables/index.shtml>
8. Exit 109 is expected to be constructed and in production by the end of 2021.

PART III PROPOSAL OUTLINE AND SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering, section, and sub-section headings as they appear in this section.

Please respond to the submission requirements in a straightforward and concise manner to satisfy the requirements of the RFP. MaineDOT will use your responses to objectively determine your ranking among the proposals received. Partnerships between firms are permitted. However, a single entity must lead the effort as the respondent Bidder to this RFP.

All parties joining in a partnership to submit a bid proposal (the "Partners") must submit a letter with the submitted proposal indicating their intent to participate in the Project and their role therein.

A. Cover Letter

At a minimum, the cover letter must provide the following Bidder information:

- a) Name of the bidding company (including the name of any parent company, the names of all Partners and the names of any Partner's parent company), Bidder's business address, email address and phone number for the Bidder's primary contact person, Bidder's Federal Tax ID number, and company fax number. Also provide a brief statement as to who is authorized to submit the proposal on behalf of your firm (the "Authorized Representative"), including the full name and title of that individual. This statement must be signed and dated by the Authorized Representative.
- b) Provide a written statement, signed and dated by the Authorized Representative, declaring whether the Bidder or any Partners have been debarred from providing services to any state or federal agency within the last five (5) years. If the Bidder or its Partners has been debarred please provide relevant background information and the reason for debarment. Provide the name and contact information for the agency that debarred the respective party. MaineDOT must review the reason for and duration of the debarment before it can determine whether the Bidder and its Partners can be considered for the Project.

The cover letter must be limited to two pages, which do not count against the 30-page proposal limit.

B. Section I - Organization Qualification

1. Company Information

The Bidder and all associated Partners, if any, must provide the following details:

- a) A description of the Bidder and each Partner and the anticipated legal relationship between the Partners. Include the physical address of each Partner.
- b) A brief outline of the roles of the Bidder and each Partner. At a minimum, each Bidder must identify every participant of its team (whether employed by the Bidder or a Partner) and the team member(s) who will have primary responsibility for development, operation, financial matters, customer relations, maintenance, and relations with MaineDOT for the Project (the "Team Members").

- c) The identity of each individual or company who holds a major or controlling interest in the Bidder and each Partner.
- d) The identity of each company and individual who is expected to act as legal, financial, or other professional advisor for the Bidder in connection with the Project.
- e) An organizational chart that illustrates the roles and relationships identified in subsections (b) – (d), above.

2. Knowledge and Experience (hereafter in this RFP, references to the Bidder shall mean the Bidder and any associated Partners).

Provide relevant information about the Bidder’s knowledge and experience in connection with the development, operation, financial matters, customer relations, maintenance, and relations with MaineDOT for the Solar PV systems. By providing reference/client information, you authorize MaineDOT to contact such clients.

- a) The Bidder shall include at least three examples of projects that demonstrate its experience and expertise in successfully completing ground-mounted Solar PV installations with nameplate capacity greater than one megawatt AC. Two project examples must relate to Solar PV installations within New England, preferably within the State of Maine, that are currently operational in which the Bidder and its Team Member(s) have participated. In providing project examples, Bidder shall highlight its experience with permitting, installing, operating, and maintaining Solar PV systems on or adjacent to interstate highway interchanges, as proposed at I-95 Exits 109 and 112, and Solar PV systems on or adjacent to active airport facilities. Project information must include project descriptions, client name (and the telephone number(s), and email address of the client’s primary contact person with knowledge of the project), and the year completed.
- b) A description of the Bidder’s capability to monitor PV generating systems, and the ability to respond quickly, efficiently, and cost-effectively to service calls to ensure that the Solar PV systems are operating at optimum output.
- c) A description of Bidder’s Solar PV development portfolio, including nameplate generation capacity by utility service territory, for projects where Bidder has site control under Maine’s Net Energy Billing Program and Distributed Generation Standard Buyer Program. Bidder shall describe how it plans to obtain Net Energy Billing Credit or Standard Buyer Bill Credit (as selected by MaineDOT) offtake subscriptions for the portion of Solar PV generation at MaineDOT’s Sites that is not otherwise allocated to MaineDOT’s CMP customer accounts.

3. Financial Capacity

The proposal shall include:

- a) Evidence satisfactory to MaineDOT of the Bidder’s financial capacity to carry out and implement every aspect of the Project:
 - i) Development, delivery, operation, and maintenance of any proposed improvements;
 - ii) Purchase or acquisition of all necessary equipment and materials;
 - iii) Compliance with all environmental or other regulatory requirements that may apply to the proposed use and operation of the Solar PV installation on the site.

- iv) Completion of all necessary decommissioning activities upon expiration of the Land Lease or any renewal thereof, provided the Parties have not negotiated an arrangement that provides for ownership of the Solar PV Installation(s) to be transferred to MaineDOT and remain in place.

b) Audited financial statements for the last three years; if audited statements are not available, please provide financial statements reviewed or compiled by a certified public accountant, as well as statements certified as to accuracy by the Bidder’s Chief Financial Officer (or equivalent). A bank reference with contact information may also be used.

c) Bidder’s approach for financing the Project, including whether Bidder plans to finance and own the Solar PV installations or utilize third-party financing. If Bidder plans to utilize third-party financing to complete the Project, Bidder’s proposal response shall detail the financing entities being considered.

4. Licensure/Certification

Identify and provide documentation of any applicable licensure/certification or any specific credentials required to implement the Project, including NABCEP PV Installer certification and/or State of Maine Master Electrician licensure if applicable.

5. Certificate of Insurance

- a. Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that may be associated with the Project implementation. At a minimum, Bidders shall provide certificates of insurance demonstrating the following:
 -Workers’ Compensation insurance for all employees on the Project Site in accordance with the requirements of the Workers’ Compensation laws of the State of Maine.

The Bidder shall have, and shall ensure that its subcontractors have, Commercial General Liability, Professional Liability, or Negligent Acts, Errors and Omissions insurance, as appropriate, providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Required policies must remain in place for all periods of the Project, including all phases of Site development and operation. Aggregate limits shall apply on a per-Site basis. Minimum acceptable limits are:

General aggregate limit.....	\$2,000,000
Products and completed operations aggregate	\$1,000,000
Each occurrence limit	\$1,000,000
Personal injury aggregate.....	\$1,000,000

The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss\$1,000,000 per occurrence

- b. Additional Insured. Each insurance policy, with the exception of Workers' Compensation and Professional Liability insurance, shall list the State of Maine as an additional insured.
- c. Defense of Claims. Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless. The Bidder's insurer shall name MaineDOT as a released party on any release or settlement agreement for settled claims.
- d. Primary Insurance. The insurance coverage provided by the Bidder shall be primary insurance with respect to the State of Maine, its officers, agents, and employees. Any insurance or self-insurance maintained by the State of Maine for its officers, agents, and employees is in excess of the Bidder's insurance and shall not contribute with it.

C. Section II – Proposed Services

For each of the three (3) Sites - Augusta State Airport, I-95 interchange at Exit 109 and I-95 interchange at Exit 112 - proposals shall include the following information and documents, in the manner set forth below, to address the scope of services described in Part II of this RFP (the "Scope of Services"):

1. Services to be Provided

Discuss the Scope of Services and what the Bidder is offering. Describe the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure that expectations are met, and desired outcomes are achieved. If subcontractors are involved, clearly identify the work each subcontractor will perform.

2. Implementation - Work Plan

Provide a realistic work plan to complete the Scope of Services, assuming MaineDOT provides an indicative notice to proceed on August 1, 2020. The work plan shall indicate expected start and end dates of Project milestones in a timeline chart, concluding with the expected commercial operation date of the Solar PV system. Concisely describe each task, when it will be carried out and the person or position responsible for each task. Describe methods of schedule control and ability to handle projected workload. Discuss Project coordination with MaineDOT.

3. System Specifications

MaineDOT will also weigh system design and quality in evaluating proposals. Bidder shall submit a technical description of the proposed Solar PV installation detailing system specifications consistent with the application MaineDOT has already submitted to CMP, including:

- a) Technical description of proposed system, including manufacturer, model number, and cut sheets for proposed equipment;
- b) Equipment warranties and anticipated equipment life for major system components;
- c) Energy generation calculations, by month, for the first year of operations, with assumptions for shading and snow cover loss in power output calculations;
- d) System degradation calculations and production guarantees;
- e) Proposed maintenance plan over term of agreement, including any major equipment replacements planned.

D. Section III Pricing Proposal

1. General Instructions

Bidders are not required to submit proposals for solar installations at all three Sites proposed by MaineDOT. For each Site Bidder proposes to utilize, Bidder must submit a pricing proposal using the Pricing Sheet attached hereto as Appendix D (the “Pricing Sheet”) for both a recurring Land Lease payment to MaineDOT and an option for MaineDOT to purchase either 1) bundled Net Energy Billing Credits and Renewable Energy Credits generated by the installed Solar PV system(s) or 2) Standard Buyer Bill Credits.

Bidder’s pricing proposal submitted in the Pricing Sheet must include everything necessary for the Bidder to fully comply with the RFP requirements, as well as contract terms and conditions consistent with those set out in the forms attached hereto as Appendix E. No costs related to the preparation of the proposal for this RFP or to the negotiation of the associated contracts with MaineDOT may be included in the proposal.

Appendix E – Required Land Lease Provisions includes contract terms that MaineDOT requires to be incorporated into the land lease agreement. As part of its proposal, Bidder shall provide a copy of its proposed land lease agreement incorporating MaineDOT’s required provisions. Nothing herein shall be interpreted to imply that MaineDOT will agree to the terms included in Bidder’s proposed land lease agreement.

2. Land Lease Rates and Interconnection Costs

For each Site Bidder proposes to utilize, Land Lease payment rates to MaineDOT, as presented in the Pricing Sheet, shall reflect a 20-year lease term. If Bidder chooses to propose a lease renewal option for up to an additional 10 years after the initial 20-year lease term, Bidder shall include a description of proposed renewal terms in its written submission. In the Pricing Sheet, Bidder should also include a schedule with buyout fees for the proposed Solar PV system(s) following the appropriate recapture period for the Bidder’s selected incentive program, if any. If Bidder is not offering a buyout option for a proposed Site and/or is not proposing a Land Lease renewal option, Bidder shall specify this in its written submission.

The Bidder’s Pricing Sheet shall include all expected interconnection costs to be paid to CMP for each proposed Site, excluding the lump sum payment the selected Bidder will issue to MaineDOT following execution of the Land Lease covering all costs MaineDOT has incurred to date in connection with that Site to prepare and submit the associated interconnection application(s) to CMP. Bidder must identify its assumed interconnection cost for each Site (excluding the lump sum payment) it chooses to utilize in its Pricing Sheet and shall describe in its written submission what interconnection components are included in this estimated cost. If the Land Lease payment rate will be contingent on the final interconnection costs assessed by CMP above Bidder’s cost estimate identified in the Pricing Sheet, this contingency must be fully described.

In its written submission, Bidder must specify the assumptions relied upon with regard to any anticipated federal solar Investment Tax Credit value and its effect, if any, on Bidder’s proposed Land Lease payment rate. As part of its work plan submission, Bidder shall identify any Land Lease agreement and BCA execution milestones necessary for Bidder to maintain its assumed Investment Tax Credit value or any other financial incentives for the proposed Solar PV installations.

3. Bundled Net Energy Billing Credit & Renewable Energy Credit Purchase

For each Site Bidder proposes to utilize, Bidder must submit pricing on its Pricing Sheet for MaineDOT to purchase bundled Net Energy Billing Credits and Renewable Energy Credits generated by the installed Solar PV systems. Pricing proposals shall assume a 20-year purchasing term and can be fixed or include an annual escalator. MaineDOT is open to considering alternative pricing structures proposed by Bidders such as a fixed percentage discount to the Net Energy Billing Credit rate.

MaineDOT is seeking separate pricing for two Net Energy Billing Credit and Renewable Energy Credit purchasing scenarios:

1. MaineDOT receives bundled Net Energy Billing Credits and Renewable Energy Credits from an estimated 4,300 MWh of the annual solar energy generated by Bidder's proposed Solar PV installations. Bidder will be responsible for securing additional Net Energy Billing Credit off-takers to fully subscribe the remaining generation from Bidder's proposed Solar PV installations.
2. MaineDOT receive bundled Net Energy Billing Credits and Renewable Energy Credits from 100% of the annual solar energy generated by Bidder's proposed Solar PV installations.

4. Standard Buyer Bill Credit Purchase

For each Site Bidder proposes to utilize, Bidder must submit pricing on its Pricing Sheet for MaineDOT to purchase Standard Buyer Bill Credits generated by the installed Solar PV systems. Pricing proposals shall assume a 20-year purchasing term and can be fixed or include an annual escalator. MaineDOT is open to considering alternative pricing structures proposed by Bidders such as a fixed percentage discount to the Standard Buyer Bill Credit rate. If Bidder's pricing proposal is contingent on the Project being selected in the Standard Buyer auction process at a specific award price, Bidder must specify this requirement in its submission.

MaineDOT is seeking separate pricing for two Standard Buyer Bill Credit purchasing scenarios:

1. MaineDOT receives Standard Buyer Bill Credits from an estimated 4,300 MWh of the annual solar energy generated by Bidder's proposed Solar PV installations. Bidder will be responsible for securing additional Standard Buyer Bill Credit off-takers to fully subscribe the remaining generation from Bidder's proposed Solar PV installations.
2. MaineDOT receives Standard Buyer Bill Credits from 100% of the annual solar energy generated by Bidder's proposed Solar PV installations.

PART IV PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

- a. **Technical Proposal Rating.** Technical proposals will be reviewed and rated using the scoring criteria outlined in this RFP.
- b. MaineDOT, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
- c. MaineDOT's review team will use a consensus approach to evaluate and score proposals. Members of the review team will not score individually, but instead, will arrive at a consensus as to assignment of points.
- d. Contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.
- e. MaineDOT reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and MaineDOT may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process.

The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value ("Best Value") to the State of Maine. To determine Best Value, MaineDOT takes into consideration the quality of the services to be supplied as described in the proposal, their conformity with the specifications set out in the RFP, and price proposals.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria, with each Site being scored on an individual basis:

Section I. Organization Qualifications and Experience (25 points)

Includes all elements addressed above in Part III, Section I.

Section II. Proposed Services (25 points)

Includes all elements addressed above in Part III, Section II.

Section III. Price Proposal (50 points)

Includes all elements addressed above in Part III, Section III for the Site(s) and purchasing option(s) that MaineDOT elects to move forward to final evaluation. Each Bidder's price proposal will be assigned a score according to the proposal's projected 20-year net present value to MaineDOT. MaineDOT will determine the net present value of each proposal in collaboration with an independent consultant by considering proposed Land Lease rates, bill credit purchase prices, and the consultant's forecasted bill credit and (if applicable) Renewable Energy Credit

values. The highest scoring bid will be awarded 50 points. Proposals with lower scores will be awarded proportionately fewer points calculated in comparison with the highest scoring bid.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

2. **Negotiations:** MaineDOT reserves the right to negotiate with the selected Bidder(s) to finalize a contract at the same rate or cost of service as presented in the selected proposal(s). Such negotiations may not significantly vary the content, nature or requirements of the proposal or MaineDOT's RFP to an extent that may affect the price of goods or services requested. MaineDOT reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, MaineDOT may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, MaineDOT may cancel the RFP, at its sole discretion.

C. Selection and Award

1. The decision to award a contract to a Bidder or multiple Bidders will be made by MaineDOT and will be final and not subject to appeal.
2. Notification of Bidder selection or non-selection will be made in writing by MaineDOT.
3. Issuance of this RFP in no way constitutes a commitment by MaineDOT to award a contract, to pay costs incurred in the preparation of a response to this RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. MaineDOT reserves the right to reject any and all proposals or to make multiple awards.

PART V LIST OF RFP APPENDICES AND RELATED DOCUMENTS

Appendix A – Solar Array Site Summaries

Appendix B – Interconnection Applications for Augusta Airport and I-95 Exits 109 and 112
(includes one-line diagram, site plan, and manufacturer spec sheets)

Appendix C – Pollinator Seeding Plan

Appendix D – Pricing Sheet

Appendix E – Required Land Lease Provisions

Appendix F – RFI Form

Appendix G – Interstate Site Video Footage

Appendix H – I-95 Permitting