



## **Request for Proposals: Municipal Solar Array – DPW Salt Shed**

<b><u>DATE OF ISSUE:</u></b>	<b>AUGUST 25, 2020</b>
<b><u>SITE VISIT:</u></b>	<b>AUGUST 31 – SEPTEMBER 18, 2020</b>
<b><u>PROPOSAL DEADLINE:</u></b>	<b>SEPTEMBER 28, 2020</b>
<b><u>ANTICIPATED INTERVIEWS:</u></b>	<b>SEPTEMBER 30-OCTOBER 2, 2020</b>
<b><u>FIRM SELECTION:</u></b>	<b>OCTOBER 9, 2020</b>
<b><u>AGREEMENT EXECUTION:</u></b>	<b>OCTOBER 16, 2020</b>

- I. Introduction:** The Town of Enfield (Enfield, New Hampshire) is soliciting proposals to install and operate a field mounted solar array of approximately 60 KW on town land at the site of the existing Department of Public Works (DPW) facility. The proposal should be structured as a Power Purchase Agreement between the town and the Solar Energy Provider. The Solar Energy Provider would be responsible for all aspects of implementation, performance, and operation of the array. The Town of Enfield would enter into an agreement with the Solar Energy Provider to purchase power at an agreed upon rate for a specified term. The Town of Enfield reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of the Town of Enfield and to waive any bid formality.

- A) Site: The location of the proposed solar array is on the roof of a salt shed situated at the DPW facility (74 Lockehaven Road, Enfield, NH) as shown in Figure 1 below:





The location is just south of Lockhaven Road and across a gravel parking lot from the DPW facility administration/garage building. The roof size for implementation is approximately 5,000 square feet.

## **II. Description**

A) The design shall be a roof mount design of up to 72 KW (DC) depending on the type and density of array, with an estimated production of 76,000 KWH/year. The supplier will guarantee a minimum amount of power production on a monthly basis. Operation of the array will be the sole responsibility of the Provider.

B) The Provider will be responsible for evaluating the roof snow load capacity of the salt shed when the presence of the panels is considered.

C) The Provider will be responsible for protecting the generation area in a manner that appropriately restricts access.

D) The Provider will be responsible for (1) facilitating any and all physical connections between the power generation area and the electric utility grid and (2) any labor and material costs associated with completing these physical connections.

E) The Provider will be responsible for securing all required Utility and PUC permits and approvals; local permits will be obtained by the town in cooperation with the Provider.

F) The Provider will protect the integrity of roofs and walls that are attached or system are placed on;

G) The Provider will implement the projects without interfering with the ongoing activities at the project site;

H) The Provider will secure an assurance of net metering eligibility, per New Hampshire Department of Public Utilities, at no cost to the Town;

I) Installation timeline: The goal of the project is to be producing power in 2020.

J) Battery Storage Array: The provider shall provide an option to provide battery storage as part of this project, or at a future date. The cost and performance of the storage shall be optionally included in response to this proposal.

### **III. Financial Structure:**

The structure for the project will be a Power Purchase Agreement with options of purchase the solar array by the Town of Enfield at specific periods through the term of the agreement. The purchase price will be set by an independent third-party appraiser in conformity with the criteria set by the Internal Revenue Service for an "Arm's Length" transaction.

- A) The provider will provide sufficient liability insurance protection for the general public and for the equipment.
- B) The term of the agreement may be for a maximum of 25 years. If neither party is interesting in continuing the array at that point, it will be the responsibility of the solar array owner to dismantle the system.
- C) The Town of Enfield will enter into a one-year low-cost lease of the roof of specified salt shed with the Provider. The lease will auto-renew annually during the term of the Power Purchase Agreement unless the Town of Enfield cancels the lease. The Town of Enfield will provide the Provider with at least 30 days' prior notice in writing if it plans to cancel the lease.
- D) The Town of Enfield shall have the right to purchase the system at its depreciated market value (as established by an independent appraiser) at any time during the term of the agreement.
- E) The provider will be responsible for applicable property taxes for the lease under RSA 72:23, I(b)(1)(A) or through a payment in lieu of taxes under RSA 72:74, as agreed to between the provider and the Town.

### **IV. Municipal Permitting and Approval Process for Solar Array**

Due to the nature of the PPA agreement, the project approval can be made by the Town of Enfield Select Board and Planning Board. The Enfield Energy Committee will be responsible for gaining the necessary approvals and permits prior to awarding construction contracts.



**V. Administration**

This Request for Proposal is issued by the Office of the Town Manager. All communications shall be made via email to the Town Manager ([raylesworth@enfield.nh.us](mailto:raylesworth@enfield.nh.us), 603-632-5026)

**VI. Collaborating with Local Officials**

Whenever possible, the Energy Committee, Building Inspector and staff of the Town of Enfield will be involved in the process to provide input and oversee the work. This may involve having the selected vendor attend certain monthly meetings of the Energy Committee to report on progress.

**VII. Project Timeline and Proposal Submission**

The Town anticipates work will begin during the fall of 2020 and the finished product will be fully operational by December 1, 2020. A written proposal with a fixed fee amount (contained in a sealed envelope), must be received by Ryan Aylesworth, Town Manager, PO Box 373, Enfield, New Hampshire 03748, no later than **1:00 pm on Monday, September 28, 2020**. All responses to this RFP must be received in a sealed envelope and clearly marked "ENFIELD MUNICIPAL SOLAR PROJECT PROPOSAL." The Town of Enfield will be employing a quality-based selection process and the proposals will be publicly opened and reviewed on Monday, September 28, 2020 at the DPW Facility Conference Room, 74 Lockhaven Road, Enfield, NH 03748

Questions relevant to any of the items in this RFP should be directed by email to Ryan J. Aylesworth, Town Manager, at [raylesworth@enfield.nh.us](mailto:raylesworth@enfield.nh.us). Questions and responses will be made available to all interested parties who received the original document.

**VIII. Revisions to the Request for Proposals:** If it becomes necessary to revise any part of the RFP, an addendum will be sent to all those who received the original document.

**IX. Limitation of Liability:** The Town of Enfield assumes no responsibility or liability for costs incurred by Proposers in responding to this RFP or in responding to any further request for interviews, additional data, etc.

**X. Proposal Preparation:** In order to facilitate evaluation of the proposals, the respondent is instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional detailed information may be annexed to the proposal.

**XI. Signature:** The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title,

address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

**XII. Proposal Requirements:** Interested firms shall limit their proposal to a maximum of twenty (20) pages, and are required to submit the following information:

1. A letter of interest.
2. An organizational chart of the project team including identification and associated costs per hour of project manager, professional support staff, principal in charge, and known sub-consultant/ contractor relationships.
3. Statements of qualifications and resumes for project team members with specific mention of related projects including specific knowledge and experience.
5. A demonstrated record of completing similar projects on schedule and within budget.
6. Provide samples of your most recent town adopted plans, including URLs to web-based examples if available.
7. A list of at least three references and contacts from past or current client relationships involving similar projects.
8. The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening.
9. The proposal shall also provide the following information: name, title, address and telephone numbers of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.
10. A separate envelope with the fixed per kWh rate – broken down by year with a preset cost escalator – the Town will pay to purchase power from the Solar Energy Provider.

**XIII. Right to Reject Proposals and Waive Informalities:** The Town reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any RFP, and to accept or reject any item or combination of items.

**XIV. Proposal Evaluation and Selection:** Proposals will be reviewed using a quality-based evaluation process. The Town Manager, Energy Committee representatives, and other

appropriate local officials will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:

- Qualifications and reputations of the firm and the personnel to be assigned to this project (i.e., specialized experience and technical competence of the firm and its personnel in the required disciplines, including a thorough knowledge of the legal, federal, state and local land use statutes and regulations);
- Demonstrated experience installing, financing and servicing projects of similar scope, complexity and type in the region;
- Demonstration of overall project understanding and demonstrated insight into local conditions and potential issues;
- Clarity and completeness of the proposal and creativity/thoroughness in addressing the scope of work, and submission of a complete proposal with all elements required by the Request for Proposals;
- Anticipated energy production;
- Cost and value of the proposal.

Once the highest quality proposals have been identified, the staff will contact and schedule interviews of selected firms with the Town Manager and Energy Committee members.

Contractors wishing to visit the site should make an appointment with Phil Neily, the Town's Building Inspector ([pneily@enfield.nh.us](mailto:pneily@enfield.nh.us) or 603-632-4343), during the weeks of August 31, September 7 (please note Town Offices are closed on Labor Day), or September 14, 2020.

## **XV. Additional Information**

All proposals must be received no later than **1:00 PM on September 28, 2020**. Proposals and/or modifications received after this time will not be accepted or reviewed. No facsimile-produced proposals will be accepted.

All proposals upon submission become the property of the Town of Enfield. The expense of preparing and submitting a proposal is the sole responsibility of the applicant. The Town of Enfield reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the Town of Enfield. This solicitation in no way obligates the Town of Enfield to award a contract.

***The Town of Enfield is an Equal Opportunity Employer and Provider***