

# Greater Upper Valley Solid Waste District

## REQUEST FOR PROPOSAL

### **PHOTOVOLTAIC SOLAR FACILITY**

#### PART I – GENERAL

The Greater Upper Valley Solid Waste District (“District” or “GUVSWD”) requires the services of a professional, qualified solar energy developer ("Developer"). For the ease of communication regarding this Request for Proposal (RFP), the term “Developer” shall be used for all references to responding entities, including all suppliers, installers, and sub-contractors that may be required to fully design, complete construction of, and operate the proposed facility and its proposed financial structure.

Proposals are for a solar energy facility between 550 KW -1 MWAC at the Site; however, it is the developer’s responsibility to determine the optimum size facility for the Site. It is the District’s intent to solicit responses to the RFP in accordance with the terms, conditions, and other specifications contained herein.

Developers to this RFP shall furnish all financing, engineering, supervision, professional services, analysis, engineering design, engineering drawings and specifications, construction management, supervision, labor, materials, equipment, supplies and other items of expense, project sustainment and operations required to perform the work specified in this RFP.

It is the intent of this RFP that as part of the implementation of the proposed system that there will be a sharing of generated revenues of the system with the GUVSWD in exchange for the use and occupation of the project site for the duration of the operational life of the proposed system, e.g., 25 years.

#### PART II – SITE

The site consists of an approximately 120 acre parcel of land in Hartland VT, located at the south end of Quarry Road and also accessed from the south via Mill Street (Exhibit A). In 1994, a portion of this property was zoned and permitted for Phase 1 and Phase 2 of a future landfill. It is the intent of this project to leave undisturbed the Phase 1 portion of the future landfill. (Exhibit B).

## PART III - SCOPE OF WORK

The District is seeking an entity (or team of entities) to provide a cost-effective solar photovoltaic electric generating system, commonly known as a solar energy facility. The District desires such a proposer to finance, design, construct, own, operate, and maintain a solar energy facility to be located on the Site and to enter into a power purchase or similar agreement for a period of time negotiated with an appropriate utility company.

The scope of services provided shall also include, but not be limited to designing, financing, and building, owning and maintaining a fully operational system including but not limited to:

**PV Array:** Design, build, operate and own in accordance with this statement of work, a photovoltaic (PV) energy generation facility capable of producing just under 1 MWAC. Provide all permitting, site work and preparation, foundations, framing, PV solar panels, electric distribution system and other required equipment, as necessary and connect into the local utility system to provide a complete and useable system.

**Regulatory Compliance:** Developer is responsible for design and installation compliance with all local, state, and federal laws and regulations. The Project is contingent upon obtaining any and all required development approvals. The Developer should also make a commitment in its Proposal to reimburse the District for any and all costs incurred by the District in pursuing and/or securing any and all necessary approvals in conjunction with this Project.

The Developer shall be responsible for obtaining all relevant approvals and permits or amendment to existing permits associated with the Solar Project. These may include, but are not limited to jurisdiction specific construction permits, sediment and erosion control permits, stormwater permits, electrical permits and interconnection agreement with local utility. The costs for these approval, agreement and permits shall be borne by the Developer.

**Interconnection:** Developer is responsible for determining, designing and constructing the system per the interconnection requirements of Green Mountain Power (GMP), securing a Power Purchase Agreement (PPA) for all power generated acceptable to the PSB, and for bringing three phase power to the site. Developer shall coordinate with GMP and the District to ensure that an interconnection agreement is established prior to completing construction of the proposed PV array.

**Site Grading or Improvements:** Design and build site grading if and as required to establish an acceptable field for the array or individual components and associated maintenance operations. Fencing should be installed for system protection and security.

**Electrical:** All work shall be in accordance with the most current edition of the National Electric Code.

**Financial:** Developer shall include a lease rate for a 25 and 30 year term as part of the overall project proposal. The Developer's lease proposal should include the following:

- Lease rate for the Site
- Options for the District to terminate the lease if the approved development has not progressed in accordance with an agreed upon schedule, with a decommissioning fund

- as required by the Public Service Board.
- Term of the lease in years and describe what happens with the solar energy facility at the end of the term, including Ownership of any installed fixtures on the Site after termination of the lease and restoration of the site post-termination

The development of the site may affect the property's tax status. Each Developer is responsible for making its own analysis and determination of the tax impacts of the development and shall be responsible for the payment of, any and all, taxes that arise associated with the solar energy facility.

**Performance Bond:** At the start of construction, the selected Developer will furnish a performance bond which shall be used by the District in the event selected Developer files for bankruptcy or is determined to be in default of payments to subcontractors or other agreements. The performance bond amount will be determined by District but may be valued at up to 100% of the total cost of the project. Any and all bonds will be from a Surety Company authorized to do business in the State of Vermont.

**General:** Field verify all dimensions, quantities and conditions. The District would prefer the solar facility not be located on the 20 acre parcel of land shown as Phase 1 (North and South) in Exhibit B. The project may be located on and beyond the 19 acre parcel noted as Phase 2 as schematically shown in Exhibit C.

All work shall be warranted for a period of ten (10) years or longer. All equipment shall be completely removed from site at the end of the proposed system life, e.g., 25 years, or shall be able to remain only by conditions agreed to at the time of Contract signing, or as modified and agreed upon during the operational life of the proposed system.

## PART IV - CONSTRUCTION

The Developer shall provide all materials, equipment, supplies, permitting, construction management, and labor required to complete the project per the above listed scope of work and in compliance with the approved final submission.

Design and build an independent photovoltaic solar collection system designed to produce electricity per proposed and accepted design. Perform all work required to start up and make proposed system operational. System shall be made operational not later than the specified date of June 30, 2021.

**Testing -** The Selected Developer will:

- a. Develop an integration test plan containing simple tests to be conducted immediately after integration to identify simple errors while still at the manufacturing facility (or facilities).
- b. Develop a standard test plan to be conducted on the completed system to determine quality and performance characteristics. Include traditional Photovoltaic tests.
- c. Conduct standard testing in accordance with standard test plan. Record all data observed during testing in the standard test plan. Prepare a report describing the details of the standard testing. Provide relevant digital photos for each test.
- d. Provide schedule of testing and procedures during life-time of the system.

**Performance** - Submission of a bid by a Developer shall be accepted as prima facie evidence that he/she has examined the specifications and drawings and has satisfied him/herself as to the nature and location of the work and all matters which can in any way affect the work or cost thereof under this proposal.

**Applicable Publications** -

- a. Various references are listed throughout these specifications. Such publications are incorporated into these specifications by reference. Materials and installations are to conform to the requirements of the specified applicable publications. The edition of each publication to apply is to be the most recent edition published prior to the date of the bid opening, unless stated otherwise where the actual reference is made. In case of conflict between the referenced document and the project specifications, the specifications shall govern.
- b. Developer shall insure that work performed is in full compliance with all federal, state and local laws and ordinances applicable to the construction of or the finished product of this contract.

**Manufacturer's Instructions** - Where required in the specifications, the materials, products, processes, equipment or the like to be installed or applied, in accordance with manufacturer's instructions, directions, or specifications, or words to this effect, it shall be construed to mean that said installation or application shall be in strict accordance with printed instructions furnished by the manufacturer for use under conditions similar to those at the project site.

**Materials and Products** - Locations where products are listed by brand names or equal (equivalent), are for informational purposes only, establishing a general standard of quality, and the District in no way is making a warranty of availability or fitness of the product for use.

**Division of Work** -

- a. The Developer is responsible for all work. Should the Developer award certain portions of the work to subcontractors, the division of work, the supervision of work, coordination of the work, and resolution of subcontractor disputes is entirely the Developer's responsibility.
- b. The Developer shall locate the principal lines and grades for all construction and establish bench marks based on the elevations shown on the drawings.
- c. The Developer shall be responsible for the proper laying out of all work and for any damage which may accrue as a result of his/her inaccuracies.

**Cleaning Requirements** -

- a. Maintain the project site in an orderly condition that allows maximum access, does not impede traffic, insures safety, and protects materials and equipment.
- b. Mud, clay, stone, or other materials dropped by vehicles on paved surfaces shall be removed promptly and shall not be allowed to accumulate. Pavement areas that have been dirtied shall be swept broom-clean.

**Quality Assurance** -

- a. Workmanship shall be in accordance with the best practices of the trade. All work shall be installed under direct supervision of a competent foreman.
- b. Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products. Items of equipment shall essentially duplicate equipment that has been in satisfactory use at least 2 years prior to bid opening.

**Warranty** - Materials, which do not have a guarantee stated elsewhere in these specifications, shall be guaranteed for a period of ten (10) years or as manufacturer's warranty states, whichever is longer.

**Materials Delivery, Storage, And Handling -**

- a. Materials shall be received, checked, and handled by the Developer. The District will not receive shipments of materials for the Developer.
- b. The District is not responsible for security or loss of tools, equipment, or materials stored at the project site. The Developer shall be responsible for the security and protection from damage of tools, equipment, and materials, which are used in the project.
- c. Storage of materials will be in an approved area adjacent to the job site.

**Access & Utilities -**

- a. Work at the site shall be accomplished during normal day working hours of 7:00 AM to 5:00 PM, Monday through Friday. Hours other than normal shall be requested in writing and approved by the District Manager or his representative.
- b. When it is required to interrupt any service in order to make connections thereto, or for any other reasons, a written request to interrupt service shall be submitted to the District Manager's Office at least 2 working days prior to the anticipated interruption. The request shall state the date, time of day, and duration of the time of interruption.

**Protection of Property** - The Developer shall not damage any area other than those so designated for this project. The Developer shall protect the buildings and adjacent equipment from any physical damage, which may be caused by the performance of work under this contract and shall repair all damages so caused at no cost to the District.

**Fire Protection -**

- a. Any use of open flames shall be requested through the District Manager for approval and to get an open flame permit issued.
- b. Developer personnel will adhere to posted "No Smoking or Open Flame" areas.
- c. The Developer shall provide appropriate type and size fire extinguisher at the job site during all working times.

**Safety and Environmental Protection -**

- a. The Developer will perform in a safe and health conscious environment which, within the limits of controllable hazards will: Protect the life, health, and physical wellbeing of the District and Developer personnel during their work on this project. Prevent contamination of property, supplies, and equipment.
- b. The Developer shall immediately notify and promptly report to the District Manager or his representative any accident, incident or exposure resulting in fatality, disabling occupational injury or disease, contamination of property, or property loss arising out of work performed under this contract.
- c. The Developer shall take all necessary precautions for the prevention of environmental pollution as a result of construction operations under this contract. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health and welfare.
- d. The Developer is subject to all applicable Federal, State and Local Laws, regulations, ordinances, codes, and orders relating to safety and health, and the environment. All references shall be the latest edition, amendment, and/or revision of such reference standards in effect as of the date of these specifications.

## PART V – POST CONSTRUCTION

Following completion of construction, the Developer will:

**Demonstration** - Construct, install and make operational the complete and useable system. Provide a systems presentation and demonstration that includes operations and maintenance information. The demonstration shall be made for the District's benefit and knowledge and may include media invitees, if and as requested by the GUVSWD, and at a time set by the GUVSWD as coordinated with Developer.

**Distribution of Technical Manuals and Publications:** After successfully completing testing in accordance with paragraph a., provide to the District and maintain two sets of commercial manuals consisting of operation, maintenance, and parts manuals along with manuals covering any modifications.

**Provide Sustainment Support:** of the system for its agreed life (e.g. 25 years) or as outlined and agreed upon to include at a minimum in the financial model addressing;

- a. Continued ownership by the Developer,
- b. Ongoing operations by the Developer or their agents,
- c. Possible transfer of ownership to the District, and
- d. Provide engineering and parts support. Field service shall be considered applied engineering and shall be accomplished by an engineering technician or better.
- e. Include all suppliers, phone numbers, ordering data, and any other special information. Include vegetation control below the PV array.
- f. Provide for removal of the system from and restoration of the District's property.

## PART IV – EVALUATION RATINGS

- Developer should describe its safety program, safety record and it how it will promote safety during the course of the project. (5)
- Developer shall specify quality PV panels, inverters, and other components that meet all applicable federal, state, and local building standards. Solar panel maximum degradation shall not exceed 20% over 25 years. (15)
- Developer shall specify the support structure to comply with the prevailing applicable building codes and wind uplift requirements and in compliance with OSHA directives. (5)
- Developer shall propose a design of the solar energy facility and how its design accommodates future use of the remaining permitted landfill. (20)
- Developer shall propose to supply and install all equipment required to interconnect the solar PV system to the applicable utility distribution system. (5)
- Developer shall detail the financial benefit to the District as a result of this project, with any cost associated with the project and future maintenance, operation, increase in taxes to be borne by the Developer, including a "Pre-Development Fee" of \$25,000 to cover the District's cost related to the Project. (20)
- Developer shall detail the timeline and financial arrangements of a similar project completed within the last three years. (20)
- Developer shall detail the proposed timeline for the engineering, permitting and construction of the

solar energy facility. (15)

- Developer shall provide details of any current litigation associated with solar projects being developed by any entity associated with the Developer. (5)

## PART IV – SUBMISSION

### **Qualifications must be delivered to the address below by 4:00 p.m. October 30, 2020**

All proposals should be single-spaced in no less than 11 point font with no less than 1" margins. One original, five (5) hard copies, and one electronic copy in PDF format shall be provided in sealed envelopes marked "Response to GUVSWD Solar RFP" and submitted to the following address:

Greater Upper Valley Solid Waste District  
PO Box 320  
38 Ascutney Park Road  
Ascutney, VT 05030

Attn: **Thomas Kennedy, District Manager**

Qualifications submitted after the designated time or to the incorrect address will not be considered in the selection process. All submission are considered public documents, unless there is data or information that is confidential due to its proprietary nature.

Developers must identify specifically those portions of their financial history and submittals, if any, which they deem contain confidential information. Any data or information considered confidential must be clearly marked "Confidential" and provided to the extent possible in a separate sealed and clearly labeled envelope. These portions of the Developers submittal will not be released as public documents.

Proposals submitted after the designated time or to the incorrect address will not be considered in the selection process.

Proposals may be modified or withdrawn by a communication in writing to the submission address received prior to the Proposal Due Date and Time. After the Proposal Due Date and Time, no modifications will be permitted. Developers may withdraw a Proposal after the Proposal Due Date and Time only upon submittal of a formal written notice to the District at the submission address. Withdrawal of any Proposal is immediately final and Developer will be disqualified from the performance of any work related to the Project.

## PART IV – PRE-PROPOSAL CONFERENCE & SITE TOUR

A Pre-Proposal Conference will be held at 10:00 a.m. on Monday, October 12, 2020 at the following location:

Greater Upper Valley Solid Waste Management District  
Organic Transfer Station  
Quarry Road  
North Hartland, VT 05052

**The Pre-Proposal Conference will be followed by a site tour. This will be the only site tour permitted. Time will be allotted to take photos & measurements if so desired.**

Questions posed verbally at the pre-bid conference must be submitted in writing to the GUVSWD. The District shall issue a post conference addendum reciting each question and its response. Only the information contained in that addendum shall be relied upon when submitting a proposal. Verbal exchanges during the conference will be considered informal and of no legal effect. The burden shall be on a Developer to seek further clarification from the District in writing if the information contained in the post-conference addendum deviates from the Developer’s intent or understanding.

All inquiries regarding this RFP must be submitted by no later than 4 p.m. on Monday, October 19, 2020. The District reserves the right to determine whether any questions should be answered. Responses will be provided in writing and will be issued via an Addendum and will be made available on the District’s website and/or distributed to all prospective Developers who are known to have received a copy of the original RFP. Any oral communication shall be considered non-binding. Proposers shall rely only upon written communications issued by the District.

If this RFP requires amendment, it will be posted on the District’s website and it is the responsibility of the Developer to ensure that the Developer has received all addenda issued by the District.

**PART V – DISTRICT POINT OF CONTACT**

Any questions related to this RFP should be addressed to:

Thomas Kennedy  
 Greater Upper Valley Solid Waste Management District  
 38 Ascutney Park Road  
 P.O. Box 320  
 Ascutney, VT. 05030  
 P: 802-461-6422  
 E: [tkennedy@swcrpc.org](mailto:tkennedy@swcrpc.org)

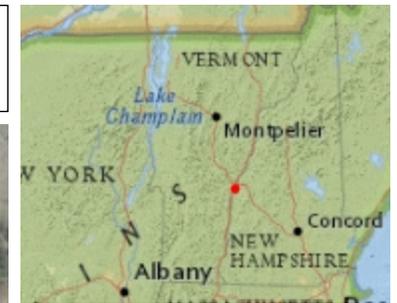
Developers shall have no contact with any other employee or representative of the District with the exception of the individual above. Unauthorized contact regarding this Request may result in disqualification.

**PART VI – PROJECTED TIMELINE**

<b>RFP issued</b>	<b>October 1, 2020</b>
<b>Pre-bid Conference and Site Tour</b>	<b>10 a.m. October 12, 2020</b>
<b>Proposal Due</b>	<b>4 p.m. October 30, 2020</b>
<b>Project Completion / Commercial Power Generation</b>	<b>June, 2021</b>
<b>All times above are Eastern Standard Time</b>	

## PART VI – NEGOTIATION OF FINAL AGREEMENT

After selection of the successful Developer by the District's Board of Supervisors, negotiations will commence with respect to the Agreements necessary to implement the Project. If at any time, negotiation activities are judged to be ineffective by the District's designated representatives, the District will cease all negotiations with that Developer and may begin negotiations with the next highest ranked Developer, at the District's option. The District may continue this process until Agreements can be reached with a Developer or the District determines that no acceptable alternatives exist.



### LEGEND

- Parcels (standardized)
- Roads**
- Interstate
- US Highway; 1
- State Highway
- Town Highway (Class 1)
- Town Highway (Class 2,3)
- Town Highway (Class 4)
- State Forest Trail
- National Forest Trail
- Legal Trail
- Private Road/Driveway
- Proposed Roads
- Stream/River**
- Stream
- Intermittent Stream
- Other
- Town Boundary

1: 4,461  
September 29, 2020

### NOTES

Map created using ANR's Natural Resources Atlas



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere 1" = 372 Ft. 1cm = 45 Meters  
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