

301-279-3555

September 17, 2021

RFP Number: 4361.3
Prebid Conference: October 6, 2021
Due Date: November 3, 2021
Open Time: 2:00 p.m.

To: Prospective Offerors:

The purpose of this Request for Proposal (RFP) is to solicit a contractor to provide cost-effective PV electric generating systems at Montgomery County Public Schools (MCPS) sites.

A virtual pre-proposal conference will be held at 10:00a.m. EST on October 6, 2021 via WebEx. Information to access the WebEx is contained in the RFP. Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on September 27, 2021.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on November 3, 2021. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals shall be delivered to MCPS Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The offeror must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and three (3) separate copies of the proposal. The proposal must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit MCPS to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

AMD
Enclosure

Sincerely,



Angela McIntosh Davis, Team Leader
Procurement Unit

Department of Materials Management
MONTGOMERY COUNTY PUBLIC SCHOOLS
Procurement Unit, Suite 3100
45 West Gude Drive
Rockville, Maryland 20850

Request for Proposal #4361.3
Power Purchase Agreement for Electricity
from Solar Photovoltaic Systems

1.0 INTENT

The Board of Education of Montgomery County, hereinafter referred to as the BOE, seeks a Solar PV Developer to provide cost-effective PV electric generating systems at BOE owned sites.

Eight facilities, a list provided within this Request for Proposal (RFP) in Section 3, have been identified as potential sites for solar PV arrays because the listed facilities either have new roofs, or have been re-roofed recently. Site visits will be arranged before the bids are due.

With the assistance of the chosen Solar PV Developer, the primary goal of this RFP is to identify the most cost effective and high-quality plan to:

- Develop 2MW or greater. Total yearly kWh for each site is specified in table A at eight MCPS sites through turn-key PV projects, within limitations of characteristics and quantities of PV modules available on the market, and with completion of four projects by May 30, 2024 and the remaining four by May 30, 2024.

The Secondary goals of this RFP are to obtain alternative pricing (“Alternates”) to:

- A. Develop an off-site ground-mounted, solar PV installation that supplies MCPS facilities with the electric output in the most economical fashion using net metering/aggregate metering.
- B. Develop and install a solar PV parking lot canopy mounted system as a pilot demonstration that can be replicated at additional locations based on a unit price contract extension.
- C. Provide alternative pricing for solar renewable energy credits (SRECs) from the PPA projects – these SRECs will be used by MCPS as part of its compliance with the State Renewable Energy Portfolio Standards (RPS) requirements.
- D. Develop and provide a system of parking lot lighting pole mounted solar PV collectors either using the existing poles where appropriate or installing new light poles and fixtures.

The secondary goals are further described in Section 3.4, and should be expressed as Alternates to the unit pricing and PV project description submitted in the offeror’s proposal. A proposal may be based partially or completely on the use of Alternates to achieve the objectives of this RFP.

Through the scope of services, as provided in Section 3.0, the Solar PV Developer will design, obtain permits, construct in coordination with schools that are in operation, commission, own, operate, and

maintain the solar PV systems. Proposals submitted in response to this RFP should assume that the solar PV systems installed will be owned and maintained by the Solar PV Developer.

2.0 INTRODUCTION

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2020–2021 school year, MCPS served more than 160,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,000 employees. Among the 209 schools that MCPS operates, 42 are National Blue-Ribbon schools. Five MCPS high schools rank in the top 200 of *The Washington Post's* 2017 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2020 are as follows:

Hispanic/Latino: 32.4%

White: 26.9%

Black or African American: 21.4%

Asian: 14.1%

Two or more races: $\leq 5.0\%$

American Indian or Alaskan Native: $\leq 5.0\%$

Native Hawaiian or other Pacific Islander: $\leq 5.0\%$

Students receiving free & reduced-price meals (FARMS): 3.3%

English for speakers of other languages (ESOL): 18.2%

Students receiving special education services: 11.7%

MCPS is committed to being a leader in environmental sustainability. MCPS published its first comprehensive Environmental Sustainability Management Plan in 2014. MCPS is launching an effort to install additional solar photovoltaic (PV) systems in and around MCPS facilities and to investigate purchasing power from net-metered and off-site PV solar arrays. In 2009, MCPS contracted to purchase electricity through power purchase agreements (PPAs) from PV arrays that it hosted at eight schools. In 2015, the Board awarded a contract for eight additional rooftop PV arrays and one ground-mount off-site net aggregate metered PV arrays. Due to contractor issues, MCPS terminated the contract after only four sites were completed. In 2018, five more sites were added with a new contractor. This brings a design total for all 17 sites to 4.1 MW.

3.0 SCOPE OF SERVICES

MCPS is specifically seeking a Solar PV Developer to install, own, operate and finance solar projects hosted on MCPS facilities. The MCPS Department of Facilities Management (DFM) is custodian of MCPS buildings and sites. DFM is responsible for the ownership, operation, maintenance, management, utilities, and leasing of MCPS facilities. Collectively, the DFM's portfolio includes 235 owned facilities encompassing over 24,500,000 square feet (SF) of gross floor area (GFA).

Offerors, in their response to this RFP should submit a proposal to provide complete turn-key PV projects including financing and selling the electricity generated to MCPS. The “turn-key” project is intended to include, but not be limited to, securing all permits and approvals from governmental agencies and all labor, taxes, services, and equipment necessary to produce fully operational solar PV systems at the agreed upon MCPS facilities. MCPS respects economies of scale and has an interest in bundling as many projects into large awards, but also may consider multiple awards if determined to be in MCPS’ best interests.

3.1 For this RFP and any resulting contracts, the following General Definitions apply:

Clean Energy: The “clean renewable energy” to be provided under this RFP is intended to be in the form of Renewable Energy Certificates (REC), and is separate from any other contract for power supply.

Clean Energy Resources: Electricity generation resources meeting the definition of a Tier 1 Resource under the Maryland Renewable Portfolio Standard, and meeting the standards of Green Power as defined by the U.S. Environmental Agency’s Green Power Partnership. For purposes of this solicitation this means zero-emissions renewable energy resources.

Environmental Attributes: The environmental characteristics intrinsic to the generation of one megawatt hour of electricity, including emissions resulting from generation, any credits or allowances that are assigned or allocated to the source of generation by any federal or state body (such as carbon credits and/or allowances of nitrogen oxides or other criteria pollutants provided under a set-aside by a state within a Cap & Trade region).

Facility: Any building, parking lot, or property specified by MCPS.

Generation Attributes: The characteristics associated with the generation of one megawatt hour (MWh) of electricity including fuel type, location, and date of electricity generation. For purposes of this RFP the geographic criteria for eligible RECs will be those associates with electricity generated within the United States. As part of the reporting requirements, the Solar PV Developer must verify the eGRID sub-region within which generation occurred.

Premium Item or Alternate Item: An energy product or service offered as an alternate for PV energy system and installed or provided in conjunction with a solar PV system or in addition to the primary items in this RFP.

PJM: The regional electric grid operator.

Renewable Energy Certificate (REC): The renewable attributes of one megawatt hour (MWh) of electricity generated using clean renewable energy resources. Attributes include generation attributes and environmental attributes. For purposes of this RFP, RECs shall come from zero-emissions resources.

REC Delivery: The delivery of the renewable energy certificate to the participants, including the

provision of all necessary documentation verifying the creation and retirement of the REC. This will include (to the satisfaction of the BOE) evidence of registry of the REC, generation and environmental attributes, and retirement within a regional tracking system. Specific delivery requirements are described in this Scope of Services.

REC Vintage: The year during which the electricity associated with the REC was generated (including a period up to six months prior to the calendar year and up to three months after the calendar year) as meets the annual purchasing requirements of the US Environmental Protection Agency's (EPA) *Green Power Partnership*. For example, for purposes of this procurement, a 2004 "vintage" REC may be associated with power generated any time between July 1, 2003 and March 31, 2014.

Solar Photovoltaic (PV) System: A system of solar panels and ancillary equipment that converts sunlight to usable electricity. For the purposes of this procurement, electricity is to be delivered to BOE facilities to support operations. The output at the BOE's building(s) is alternating current (AC), and is fed into the building's electrical system unless otherwise specified.

Solar PV Developer: A private or public organization that installs, owns, operates and finances a solar PV system on a BOE owned facility while selling the electricity to the BOE or the BOE's delegate.

3.2 Solar PV Developer Responsibilities

The Solar PV Developer must design, install, maintain and finance a turn-key photovoltaic solar project on MCPS facilities, including but not limited to:

Pre-project:

- Provide all initial and final engineering drawings and plans to MCPS' satisfaction.
- Conduct any PJM interconnection studies necessary to execute the project.
- Obtain interconnection agreements with the applicable utilities or PJM.
- Obtain all necessary federal, state, local, and other permits necessary to complete the system, it will be the Solar PV Developer's responsibility to pay all permit fees.
- Obtain all necessary zoning approvals.
- Provide at a minimum, monthly updates on planning to MCPS, more frequent updates maybe required by MCPS as needed.

Construction and Implementation:

- Conduct regular calls with MCPS project manager and update meeting minutes
- Project site preparation including all necessary repairs, site preparations necessary to install the photovoltaic system.
- Schedule work so as to not interfere with normal operations of the school. Coordinate construction activities with the MCPS project manager and the school administration.
- Ensure the integrity of the roof membrane or surface, including negotiating with roof warranty providers where applicable to maintain the term of the existing roof warranties. This includes limiting roof penetrations, unless otherwise specified by MCPS.
- Install the photovoltaic system in a professional manner to the reasonable satisfaction of

MCPS, including all photovoltaic equipment, inverters, wiring, and ancillary equipment necessary for system operations.

- Coordinate with existing MCPS contractors where sites involve multiple facility projects.
- No work done on this project shall void an existing roof warranty or designer stipulated roof loading limitation. The Solar PV Developer shall contact the roofing firm holding the existing warranty to discuss the project to maintain validity of warranty. The firm that performed the original structural calculations will be sufficiently involved in the project to approve the additional structural load analysis and any necessary permit application.
- Any temporary interruption of electric power in buildings, either partially or for the entire service shall, if at all possible, be performed outside of regular school hours (6:30 a.m. to 5:00 p.m. on weekdays), and coordinated with MCPS staff.
- For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure. Corrosion resistance and durability of the mechanical hardware shall be provided by the use of stainless steel fasteners and an aluminum support structure. The use of non-stainless steel ferrous metals, wood, or plastic components is not allowed. Galvanic corrosion shall be avoided.
- Should the solar PV installation cause a power factor imbalance such that the local distribution company assesses additional charges due to the power factor imbalance, install power factor correcting equipment that corrects the power factor to bring facility power factor under the threshold for the assessment of a power factor charge.
- Commission and activate the system.
- Delay Damages: It is important that the PV systems be up and running by the operation dates specified in Section 1.0. To guard against late project operation date, a provision for delay damages is set at \$75 per MW for each day beyond the target COD in which the COD has not yet occurred.

Maintenance and Ongoing Operations:

- Maintain the system for its service life, including any washing, upgrades, and repairs necessary to ensure the continuous delivery of electricity at minimum guaranteed production levels.
- Accept responsibility and cover all costs for repairs, moisture, infiltration, and damage caused by the photovoltaic system and any ancillary equipment.
- Provide revenue grade metering to establish the amount of electricity delivered to MCPS and billing.
- Provide Metering Accuracy Guarantees
 - Install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by each System and test the same.
 - Furnish a copy all technical specifications and accuracy calibrations for the meter per each system upon and after installation, and deliver to MCPS a copy of meter accuracy verification test performed one year after system implementation.
 - If testing of the metering equipment indicates that such equipment is in error by more than two percent (2%), then equipment shall immediately be repaired or replaced.
 - A cost adjustment shall be made for any period during which inaccurate measurements were recorded, not to exceed four (4) months. MCPS (in the event of underpayment) or Provider (in the event of overpayment) will pay the other the amount of any underpayment

or overpayment determined as a result of the adjustment, with interest indexed to the current market-based rate per month from the date of such overpayment or underpayment or the maximum amount permitted by law, whichever is less.

- **Provide ongoing monitoring and a data output via the Internet for display on MCPS websites and LCD monitors in the building.**
- Supply all necessary internet connections for monitoring of the system, unless waived by MCPS.
- Relocating the system, at the Solar PV Developer's expense, for facilities where the roof life is projected to be less than the specified service life of the solar photovoltaic equipment.
- Minimum Production Guarantees – Energy Warranty. Developer warrants that the System will produce the Guaranteed Minimum Annual Energy, based on Estimated Annual Production. If Actual Annual Production is lower than the Guaranteed Minimum Annual Energy, a Reimbursement Rate shall be applied to the energy shortfall. The Reimbursement Rate is calculated as the value of the Anticipated Cost Reduction, divided by the Estimated Annual Production. The resulting amount shall be the payable by Provider to Host as liquidated damages. The period of this warranty is 20 years. The period will start from the Commercial Operation Date of the System.

Financing:

- Arrange and execute financing for the life of the project.
- Provide a letter of commitment, within 90 days of a signed contract with MCPS, from any financial party who will underwrite the project.
- Aggregate all federal, state, local and utility incentives and incorporate these into the cost per kWh of power delivered and provide MCPS a report at least quarterly.
- Aggregate and market all environmental attributes and renewable energy certificates (RECs) generated by the system to reduce the price per kWh realized by MCPS. MCPS may request that the Solar PV Developer provide alternative RECs from less expensive national sources to maintain the integrity of carbon reduction claims from the project. The Solar PV Developer must provide a price premium for this service in the pricing sheet.
- Assignment Clauses: Developer may not relinquish its obligations under the PPA by assigning it to another company. MCPS must approve any re-assignment prior to assignment.

Electricity Generation and Sales:

- Provide MCPS all electricity generated by the system, unless explicitly waived by MCPS.
- In the case a system is designed to exceed MCPS facility's annual demand, the Solar PV Developer must provide MCPS first right of refusal to apply the generation to another MCPS facility via Maryland's net metering law (COMAR §20.50.10) and, if appropriate such as in the case of large ground-mount systems, meter aggregation (COMAR §20.50.10.07).
- If electricity is exported through the wholesale electricity market, the Solar PV Developer shall be responsible, at MCPS' request without additional cost, for negotiating with MCPS' electricity supplier/consultants to apply it to other accounts. Currently, MCPS procures its electricity through a wholesale PJM portfolio account. If meter aggregation is possible for the supply of excess electric production, then this formal aggregation according to COMAR §20.50.10.07 is required.
- For off-site ground mounted PV systems, make all necessary arrangements to use net metering and/or aggregate metering opportunities if possible to have the power output offset the power

at specific facilities identified by MCPS. All power output in excess of net and aggregate metering arrangements is to be assigned to the MCPS portfolio account.

End of Contract Term – System Decommissioning:

The Solar PV Developer must execute the following at MCPS' discretion at the end of the contract term:

- Decommission and remove the system from the building. MCPS may offer an opportunity to repower the system. Upon decommissioning, the Solar PV Developer must restore any areas of the facility modified to accommodate the photovoltaic system to its pre-project condition.
- Transfer ownership of the PV system and all associated equipment to MCPS.

3.3 MCPS Requirements

MCPS will be responsible for the following:

- Allow the Solar PV Developer necessary space to host the system, as identified in design documents approved by MCPS.
- Provide access to the site for all agreed upon installation and maintenance. However, this access must be coordinated so as to not interfere with the normal operation of the school.
- Provide notice to proceed in a timely manner.
- Purchase the electricity for the term and value identified in the contract and pricing model. Note this term may vary depending on the facility.
- In the case of termination for convenience, the Solar PV Developer will be assigned an alternative facility where the system can be relocated at MCPS' expense. Alternatively, MCPS will purchase the system at the buy-out price to be specified in the PPA based on an amortization schedule not to exceed 20 years.

3.4 Premium Items Included as Alternates

To reduce future capital and operating costs, MCPS may be interested in incorporating "premium" items through this procurement. These will be improvements directly related, or ancillary, to the installed photovoltaic system or the RECs market. The costs of premium items, where applicable, may be amortized across the contract term for PPA projects. Premium items, if offered, should be priced by the Solar PV Developer on the RFP price sheet, **Attachment A**.

- The ground-mounted solar PV system and parking lot canopy solar PV system should be priced as separate PPAs.
- The RECs and parking lot lighting pole-mounted PV panels should be priced as separate unit price items.

Additional information, such as project specifics, or technical information, can be provided in the Solar PV Developer's proposal. MCPS reserves the right to award separate contract(s) to separate contractors or providers for these premium items.

MCPS is interested in the following premium items.

- A. An off-site ground-mounted, solar PV installation that the electric output will supply other MCPS facilities in the most economical fashion using virtual net metering if possible. This off-site development must be at a location that complies with the Maryland net aggregate metering requirements (The site must be located within the electric service territory of the accounts that it supplies) on property that the vendor secures for the term of the contract. MCPS is interested in output from ground-mounted projects between 3 to 8 MW capacity.
- B. A solar PV parking lot canopy mounted solar PV system as a pilot demonstration that can be replicated at additional locations based on a unit price contract extension. This parking lot canopy system is to minimize the number of structural supports so as to allow for the easiest snow plowing and parking lot maintenance activities. This system may be in conjunction with a roof mounted PV array system at the same site.
- C. A system of parking lot lighting pole mounted solar PV collectors using the existing poles where appropriate. This premium item should be included in the base PPA at MCPS sites that receive roof mounted PV arrays.
- D. A system of parking lot lighting pole mounted solar PV collectors with new parking lot light poles installed. This premium item should be included in the base PPA at MCPS sites that receive roof mounted PV arrays.
- E. RECs that qualify as solar RECs under the Maryland Renewable Portfolio Standards (RPS). MCPS is specifically interested in a purchasing the PPA SRECs at the time of contract award.

3.5 Projects and Sites

MCPS has identified eight facilities that offerors can provide specific pricing for as part of this RFP. Offerors do not need to propose for each project, however projects that are bid by one offeror and not another may be bundled based on provided pricing. For each rooftop project site, the successful offeror shall enter into a license agreement with MCPS for each site consistent with the form attached hereto and incorporated herein Table A below

Rooftop Projects

TABLE A:

Facility/School Name	Address	Building new roofing GSF	Electric LDC	FY 2019** Consumption (kwh)	Notes
Springbrook HS	201 Valley Brook Drive, Silver Spring, MD 20904	72,600	Pepco	2,253,657	
Shady Grove MS	8100 Midcounty Highway, Gaithersburg, MD 20877	96,300	Pepco	978,604	
Julius West MS	651 Great Falls Road, Rockville, MD 20850	85,900	Pepco	1,335,948	
Clarksburg HS	22500 Wims Road, Clarksburg, MD 20871	87,500	Potomac Edison	2,623,713	Add new panels in addition to the solar panels installed in 2008
Sherwood ES	1401 Olney-Sandy Spring Road, Sandy Spring, MD 20860	59,100	Pepco	849,235	
Rockville HS	2100 Baltimore Road, Rockville, MD 20851	56,200	Pepco	2,901,881	
Tilden MS	6300 Tilden Lane, Rockville, MD 20852	91,058*	Pepco	2,651,489	New school estimated kWh
Maryvale ES	1010 First Street, Rockville, MD 20850	115,095*	Pepco	1,184,000	New school estimated kWh

*Estimated roof space available for solar

**2019 data is used due to Covid-19

4.0 CONTRACT TERM

The BOE intends to enter into a PPA for a term of up to twenty years with a Solar PV Developer to achieve the goals set forth in this RFP. The Solar PV Developer may also be subsequently asked to assist the BOE with identifying and implementing solar PV projects at other sites depending upon the success of the initial program as an extension of a resulting contract.

All projects developed pursuant to this RFP will be under contract for the term of the PPA for such projects.

The initial term of the proposed “Premium Items” PV development relationship is anticipated to be four years from the initial date of the award of the contract. The contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term.

MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. In such instance, MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional terms for one (1) year each. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. If the contract is extended by the Board of Education, a contract amendment will be issued.

5.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offeror for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13, MCPS General Contract Articles.

6.0 REFERENCES

All offerors shall include a list of a minimum of five references who can attest to the offeror’s quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the offeror’s services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, offerors shall include al list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____ _____		
Email _____		
2. _____ _____		
Email _____		
3. _____		

Email _____

4. _____

Email _____

5. _____

Email _____

7.0 FORMAT OF RESPONSE

7.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.

7.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors’ s point-by-point response to this RFP. If the vendor responds only “Understand and comply,” it is assumed that the vendor complies with MCPS’ understanding of the requirement.

7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.

7.4 Pricing proposal shall be submitted as a separate documents (Attachments E, F, and G).

8.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may use the Microsoft Word version posted on the MCPS RFP webpage to help in preparing the response. One (1) original and three (3) copies as well as one (1) electronic version on flash drive and one (1) redacted copy of the responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. **No faxes or electronic submission of proposals will be accepted.** Proposals are to be received no later than 2:00pm EST on **Wednesday, November 3, 2021**. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

MCPS shall not be responsible or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

Complete Response must include:

- Cover letter identifying company, responsible parties and any alternative names (e.g. doing business or DBA). Clearly indicate contact information.
- Point-by-Point Response to each section of the RFP.
- Project Narrative (no more than 4 pages) describing your organization's vision of the project and why your organization is the best partner.
- Qualifications (no more than 3 pages). Provide a brief summary of similar projects completed for private or government clients. Include reference contact information for each project.
- Staff (no more than 3 pages). Provide brief biographies, no longer than 400 words per individual, including key engineers, principals and project managers.
- Pricing Proposal (use Microsoft Excel).
 - Pricing sheet (Attachment A)
 - Breakdown of the aggregate prices list in the Pricing Sheet by listing the information called for in Attachment B.
 - Project description (Attachment C) for each project you are proposing.

- Cut Sheets. Provide Manufacturer cut sheets for anticipated photovoltaic solar panels, inverters, and any premium equipment where specified.
- Offeror's proposed PPA.
- References, See 6.0 References.
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that vendor wishes to include regarding vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment D)
- Certification of Non-segregated Facilities (Attachment E)
- Minority Business Enterprise (Attachment F)
- Non-Debarment Acknowledgement (Attachment G)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contract Articles, as well as a justification for any such variances or objections.
- A redacted copy of offeror's proposal as specified in Sections 9.0 and 10.0.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the offeror does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

11.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0, Scope of Services)
3. References
4. Pricing Proposal

12.0 SCHEDULE OF EVENTS

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	September 17, 2021
Questions Due:	September 27, 2021 by 4:00 p.m.
Prebid Conference	October 6, 2021 at 10:00a.m.
Site visits	Beginning week of October 11, 2021 (Planned/Scheduled dates will be forth coming)
Proposals Due:	November 3, 2021 by 2:00 p.m.

All dates are subject to change at the discretion of MCPS.

13.0 VIRTUAL PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference for prospective offerors will be held on October 6, 2021 at 10:00am via WebEx. This virtual conference will be recorded for future viewing. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by **4:00 p.m. on September 27, 2021** so that responses can be prepared prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective offerors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

The following information is provided for vendors who wish to participate in the pre-proposal conference:

Meeting link:

<https://mcps.webex.com/mcps/j.php?MTID=maf5c7c5df73376564af7af5d23509846>

Meeting number: 2437 046 5798

Password: ejJywxmm336

Join by phone

1-650-479-3208 Call-in number (US/Canada)

Access code: 2437 046 5798

14.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued. In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offerors must acknowledge receipt of such addenda/errata by returning

one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

15.0 eMARYLAND MARKETPLACE ADVANTAGE

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at procurement.maryland.gov regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

16.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award offeror(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh Davis, CPPB, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, or email to Angela_S_McIntosh-Davis@mcpsmd.org. Questions are due **4:00 p.m. on September 27, 2021**. Responses will be posted on MCPS' Procurement website by October 5, 2021. The MCPS Board of Education will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offerors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage

and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

18.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

19.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the offeror making the protest.

20.0 CONTRACT

MCPS plans to enter a contractual agreement with the service provider(s) to whom the award is made and intends to make the attached MCPS General Contract Articles a part of the contract, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the offeror agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. **In particular, the insurance and indemnification and liability provisions set forth in Article 22 and 23 and the termination provisions set forth in Article 12 and 13 of the MCPS General Contract Articles are non-negotiable.**

In addition, the contract shall include the following provisions regarding security and insurance as follows:

- As security for the vendor's faithful performance and to ensure the removal of any of the vendor's equipment left by the vendor and any necessary repairs or maintenance following the termination of the PPA in order to restore the property to its pre-installation condition, the vendor shall provide a separate surety bond or irrevocable letter of credit in the amount of One Hundred Thousand Dollars (\$100,000.00) within ten (10) calendar days of the award of the contract and execution of the PPA. This security shall be in favor of the BOE, and any bond shall be executed by a surety company authorized to do business in the State of Maryland. Should the vendor fulfill the terms of the PPA as to removal of its equipment and necessary repairs and maintenance following termination of the PPA, then the letter of credit or surety bond shall be returned to the vendor.
- The vendor shall provide a Builder's All Risk Policy including fire and extended coverage to protect the interest of MCPS, the Solar PV Developer and sub-Solar PV Developers against loss caused by the perils insured in the amount of 100% of the insurable valued of the project. The coverage must be written on a completed value form. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverages with a sub-limit of \$500,000 per

occurrence.

21.0 OFFEROR INFORMATION

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. OFFEROR INFORMATION: As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) _____
2. Business Name (if different from above) _____
3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. OFFEROR'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. OFFEROR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

1. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
2. The undersigned acknowledges that the Agreement for Professional Services and Electricity (Attachment H) for this RFP will be applicable to each contract that is expected to result from a

subsequent award. Proposals that do not include this acknowledgment page may be rejected. The requirement may be satisfied by executing and returning (with the proposal) the acknowledgment shown below.

3. The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with the laws of the states and/or federal jurisdictions in which they conduct business. The offeror's signature must conform to the following:

Where the offeror is a corporation, a corporate officer must sign.

Where the offeror is a partnership, at least one general partner must sign.

Where the offeror is a limited liability company, an authorized Representative must sign

Where the offeror is a sole proprietor, the proprietor must sign.

4. I hereby certify that I am authorized to sign for the offeror and that all statements, representations, and information provided in this response to this RFP, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____