

Maryland's Largest School District

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

**Division of Financial Management
MONTGOMERY COUNTY PUBLIC SCHOOLS
Department of Procurement, Suite 3100
45 West Gude Drive
Rockville, Maryland 20850**

**Request for Proposal #4361.4
Power Purchase Agreement for Electricity
from Solar Photovoltaic Systems**

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List of General Definitions

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

ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction
Alternate (or Premium) 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
BOE	Board of Education
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.
COD	Commercial Operation Date
Contract	The PPA (including all attachments and exhibits) between MCPS and successful Proposer for the Project.
DFM	Department of Facilities Management
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.
HVAC	Heating, Ventilation, and Air Conditioning
MCPS	Montgomery County Public Schools
NEM	Net Energy Metering
NTP	Notice to Proceed
O&M	Operations & Maintenance
OSHA	Occupational Safety and Health Administration
Owner	In this case, MCPS. The entity who has ownership of the site.
PeGu	Performance Guarantee
PJM	The regional electric grid operator.
PPA	Power Purchase Agreement
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) <i>Green Power Partnership</i> . 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.
RPS	Renewable Energy Portfolio Standard
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.
SREC / REC	(Solar) Renewable Energy Certificate. 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.

1.0 INTENT

The Board of Education of Montgomery County, hereinafter referred to as the BOE, seeks a Solar Photovoltaic (PV) Developer to provide cost-effective PV electric generating systems at BOE owned sites under a Power Purchase Agreement (PPA).

Fourteen (14) facilities have been identified as potential sites for solar PV arrays. The facilities listed in Table A either will have new roofs as a result of new construction, or have been re-roofed recently. Site visits will be arranged before the bids are due.

The primary goal of this RFP is to identify the most cost effective and high-quality plan to host a developer who will install solar PV arrays under this contract, and who shall meet the following criteria:

- The Contractor shall determine the optimum solar PV array size for each Montgomery County Public School (MCPS) site listed on Table A based on historical meter data, applicable tariffs, the sun's angle of declination, available rooftop space, etc. The Contractor is required to complete and have an operational solar PV array at each site by the Project Completion Date (see Table A).
- The Contractor shall be responsible for all site modifications required for the installation of the renewable technology. All modifications must be in full compliance with applicable federal, state, and local regulations, ensuring adherence to relevant laws and guidelines.
- The Contractor shall coordinate all work with the owner/owner's representative. The Contractor shall coordinate closely with the Owner/Owner's representative to ensure all construction activities shall not impact educational and instructional activities or school operations at all sites. Work shall be performed within normal working hours unless permission is granted by MCPS prior to beginning the work. Normal working hours are Monday through Friday, from 7:00 am to 5:00 pm. The Contractor shall bear the responsibility for any overtime costs incurred during the course of the project.
- The solar PV array(s) shall be installed 15 feet from the roof leading edge, and a 4 feet pathway shall be established in the design of the solar installation to provide access to all roof equipment, drains, vents, etc. There will also be a 4-foot keep-out around any rooftop equipment (e.g., HVAC, drains, pipes, etc.). The one exception is at Burtonsville Elementary School where the height of the parapet walls has been raised at designated locations to allow for larger PV arrays located closer than 15 feet from the roof edge in support of Net Zero Energy goals at this site.
- The solar PV array will comply with all environmental requirements and standards. Should environmental permits or registration be required by Federal, State, or local regulations, the Contractor must coordinate with the owner/owner's representative to determine the appropriate party to hold the permit or registration. The Contractor shall be responsible for all fees and expenses associated with applying for and maintaining compliance with the registrations and/or permits.

Additionally, this Request for Proposal is to obtain alternative pricing (Alternates) to:

- Develop and install a solar PV parking lot canopy system at Burtonsville Elementary School, if needed, to comply with the awarded MEA Grant to provide supplemental funding
- Provide alternative pricing for solar renewable energy credits (SRECs) from the PPA projects – these SRECs may be used by MCPS as part of its compliance with the State Renewable Energy Portfolio Standards (RPS) requirements and other Green RECs (Environmental Renewable Energy Certificates).
- Innovative and creative solutions are encouraged to be included as alternate proposals.
- The Alternates 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. MCPS can, in its sole discretion, choose to move forward with any portion of the proposal, inclusive or exclusive of Alternates.

MCPS plans to enter into a PPA with the selected Proposer. Each proposal PPA pricing shall include design, permitting, procurement, installation, commissioning, and operations, as well as being inclusive of all Operations & Maintenance (O&M) services and a Performance Guarantee (PeGu) for the duration of the Agreement Term. Section 3.0 provides additional information on the expected scope of services that MCPS is expecting the winning Proposer to include for all of the proposed 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.

MCPS reserves the right to conduct independent investigation into each Proposer, including contacting other public agencies for whom the Proposer has performed work, in order to research the Proposer's quality of work, timeliness of performance, adherence to safety requirements, adherence to predetermined schedule, and maintenance of budget. MCPS may, in its sole discretion, factor the findings into its final selection of a Proposer.

2.0 INTRODUCTION

MCPS is the 15th largest school system in the United States, and the largest in the state of Maryland. During the 2023-2024 school year, MCPS served more than 160,000 students from 150 countries speaking 115 languages. With a Fiscal Year (FY) 2025 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,000 employees. Among the 211 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: 35.3%

White: 23.9%

Black or African American: 21.6%

Asian: 13.7%

Two or more races: $\leq 5.3\%$

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 Language Development (ELD) 20.6%

Students receiving special education services: 14%

MCPS is committed to being a leader in environmental sustainability and passed Policy ECA - Sustainability in June 2022 MCPS is launching an effort to install additional solar photovoltaic (PV) systems in and around MCPS facilities. 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 – which brings the design total for all 24 sites to 4.1 MW. With this RFP, MCPS intends to continue its commitment to sustainability and providing cost-effective and reliable energy from diverse sources of power generation that collectively help minimize the District's environmental footprint.

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 MCPS-owned facilities encompassing over 26,000,000 square feet (SF) of gross floor area (GFA).

Proposers, 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 will include, but not be limited to, securing all permits and approvals from Authorities Having Jurisdiction (AHJs) and government agencies, all labor, taxes, services, equipment, and ongoing maintenance 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 many projects into large awards, but may consider multiple awards or phasing if determined to be in MCPS' best interests.

3.1 Solar PV Developer Responsibilities

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

Design Phase:

- Provide Electrical, Structural, Civil, and all other required licensed engineers and architects to complete the work. All designers shall be licensed in the state where the PV systems are located.
- Identify and perform all necessary due diligence to design and implement the Project, including, but not limited to: geotechnical investigations, structural investigations, surveying, underground utility locating (as needed), utility coordination, electrical equipment inspection and testing, etc.
- Provide all progress designs and a complete stamped design set to MCPS' satisfaction, and as required to permit and construct a complete energy project.
- Perform design services using the designers listed in the Proposal. Solar PV Developer may substitute designers identified in the Proposal only with MCPS' written consent.
- Coordinate all engineering and architectural disciplines and Designers involved in completing the Project Work.
- 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.
- Where grants and incentives are available for the proposed energy systems, Developer shall be responsible for all requirements to ensure full incentives are received for the Project, including, but not limited to: incentive management, design and construction of the Project to meet grant and incentive requirements, associated documentation, coordination with the entities providing available grants and incentives, proper closeout of Project/incentive documentation, reporting and performance requirements during operation, etc.

Construction and Implementation:

- Conduct weekly and/or biweekly progress meetings with MCPS project manager and update meeting minutes. Submit a Two-Week Planning Schedule at each weekly meeting, showing the items of work planned for the next two weeks. Identify current and planned activities and related Contract Schedule work activities.
- Project site preparation including all necessary repairs, site preparations necessary to install the photovoltaic system.
- Schedule work so as to minimize interference 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. Written approval and coordination with roofing manufacturer are required.

- Install the photovoltaic system in a professional manner to the reasonable satisfaction of MCPS and local AHJs, 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, include anticipated snow load, 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. Electrical interruptions should be scheduled on days when there is an early dismissal or no school.
- 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 \$400 per site for each day beyond the target COD in which the COD has not yet occurred. Notwithstanding any delays arising from causes that could not have been reasonably anticipated or foreseen at the time of submission of the bid.
- Performance Bond: The Solar PV Developer shall provide bonds to ensure the faithful performance of the Contract. The required bond amount shall be equivalent to one hundred percent (100%) of the finance contract amount for each location. The PV Developer shall submit the required bonds to the Owners no later than five (5) days prior to commencement of work at the Project Site.

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 or higher.
- 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 of 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 Performance Guarantees (PeGu) – Energy Warranty. Developer warrants that the System will produce the Guaranteed Minimum Annual Energy, based on Estimated Annual Production, as specified in **Attachment A**. 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 (COD) of the System. The PeGu cannot exclude inverter performance or failure to wash, but it may exclude grid outage, utility regulation changes, or changes required by MCPS.

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: Assignments will be limited to an equity partner and must have comparable solar development and operational experience as the proposer and be approved by MCPS.

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.

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 systems from the buildings at Developer's sole expense unless MCPS wishes to keep the entirety, or a portion, of the Project. 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.
- In the event that MCPS decides to keep the system, Developer shall transfer ownership of the PV system and all associated equipment to MCPS.

3.2 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 minimize interference 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.

3.3 Premium Items Included as Alternates

To reduce future capital and operating costs, MCPS may be interested in incorporating "premium" or "alternate" items through this procurement. These will be improvements directly related, or ancillary, to the installed photovoltaic systems or the REC 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**.

- Offsite ground-mounted solar PV system
- The RECs should be priced as separate unit price items from the required RFP proposal pricing

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.

- 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 also interested in a solar canopy at Burtonsville Elementary School.
- REC that qualify as solar RECs under the Maryland Renewable Portfolio Standards (RPS). MCPS is specifically interested in purchasing the PPA SRECs at the time of contract award.

3.4 Projects and Sites

MCPS has identified fourteen facilities that Proposers can provide specific pricing for as part of this RFP. Proposers 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 referenced in Table A.

4.0 CONTRACT TERM

The BOE intends to enter into a PPA for a term of 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” (e.g., MCPS procurement of off-site generation, MCPS purchasing additional RECs, etc.) 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

The contract may be terminated in whole or in part at any time by MCPS in accordance with Articles 12 and 13 of the 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 RFP.

6.0 REFERENCES

All Proposers shall include a list of a minimum of five (5) 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, Proposers shall include a 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 Proposers are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

Reference	Contact Person	Company Name & Address	Phone Number	Email
1				
2				
3				
4				
5				

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' 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 document (Attachments A, B, and C).

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. Proposers may request via e-mail to Angela McIntosh Davis, Director, Department of Procurement at Angela.S.Mcintosh-Davis@mcpsmd.org a Microsoft Word version to help in preparing the response. One (1) original and one (1) copy as well as one (1) electronic version on flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be bound 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 2:00 p.m. on July 25, 2025.** Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Department of Procurement
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 Proposers 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.

Proposers 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.

3.5 RFP Response Checklist

A complete RFP response must include the following:

- Cover letter identifying company, responsible parties and any alternative names (e.g. doing business or DBA). Clearly indicate contact information.
- Acknowledgement of addressing 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. Utilize Attachment C as part of your response.
- 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

Proposers are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean 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 MPIO requests.

11.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Proposers 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 Proposers 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 Proposers 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, Proposers 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 and Experience
4. Pricing Proposal

12.0 SCHEDULE OF EVENTS

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

RFP Issued:	June 20, 2025
Virtual Prebid Conference	June 25, 2025 at 10:00 AM
Site Visits	June 30, 2025 and July 1, 2025

Questions Due: July 3, 2025 by 4:00 PM
Proposals Due: July 25, 2025 by 2:00 PM

The following are the dates and times for site visits:

June 30 th :	John Poole Middle School	9:00 AM
	Kingsview Middle School	10:00 AM
	Neelsville Middle School	11:00 AM
	Forest Oak Middle School	12:00 Noon
	Argyle Middle School	1:00 PM
	Odessa Shannon Middle School	2:00 PM
	Burnt Mill Elementary School	3:00 PM
July 1 th :	Woodlin Elementary School	9:00 AM
	North Bethesda Middle School	10:00 AM
	Bethesda Elementary School	11:00 AM
	Westland Middle School	12:00 Noon

All dates are subject to change at the discretion of MCPS. Contractors are required to check in at the Main Office once onsite. If you have any questions or concerns regarding site visits, please email Eleesha Daley at Eleesha.Daley@mcpsmd.org.

13.0 VIRTUAL PRE-BID CONFERENCE

A virtual Pre-Proposal Conference for prospective offers will be held on June 25, 2025 at 10:00 AM. Attendance at this conference is encouraged, but is not mandatory. The purpose of the pre-proposal conference will be to allow prospective firms 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 call into the pre-bid conference:

Meeting Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjZhODk1N2EtN2MwZC00NjhkLThiNjMtOTMwOThlMTRlMzZi%40thread.v2/0?context=%7b%22Tid%22%3a%22ddf755e9-bcd6-4a5e-a472-7c378a78c6c7%22%2c%22Oid%22%3a%22d930fb41-eee8-47a1-891c-f9609e6e328c%22%7d

Meeting ID: 266 844 500 187 3

Password: 7Yo2cp69

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. Proposers 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 <https://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, Director, Department of Procurement via email to Angela_S_McIntosh-Davis@mcpsmd.org. Questions are due 4:00 p.m. on July 3, 2025. Responses will be posted on MCPS' Procurement website and on EMMA on July 11, 2025. 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 offeror 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 Proposers. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Proposers 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: <https://procurement.montgomeryschoolsmd.org/home/Bids>

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 artwork 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. Email Address _____
6. 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 _____