



Request for Proposal (RFP)
Orcas Power and Light Co-op
OPALCO SOLAR RFP, 2017
Issued: 9/1/17
Due Date: 10/13/17

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I. INTRODUCTION

A. COMPANY OVERVIEW

The Orcas Power and Light Cooperative (“OPALCO” or the “Company”) is a member owned, non-profit cooperative utility providing energy services to San Juan County since 1937. The Company is issuing the “2017 OPALCO Solar RFP” to procure up to 500kW DC capacity of solar photovoltaic resource. The solar capacity to be developed and sold to OPALCO will also be referred to as “the Project”.

II. GENERAL INFORMATION

A. RFP SCHEDULE

Event	Target Schedule
Issue RFP	9/1/17
Intent to Bid Deadline	9/15/17
Site Visit	9/19/17
Bidders Questions Due	9/25/17
Proposals Due	10/13/17
Selection	10/27/17
Execution of Contract	11/3/17
Project Commercial Operation, no later than	6/30/18

B. COMMUNICATIONS

All communications from companies responding to this RFP (“Bidders”) to OPALCO, including questions pertaining to this RFP, must be submitted via email. OPALCO will determine whether to respond directly to Bidders via email, direct phone call, or conference call. All submittals, questions, and communications shall be conducted through the following single point of contact:

Russell Guerry
Manager of Engineering and Operations
Orcas Power and Light Cooperative
360-376-3589
rguerry@OPALCO.com

C. ELIGIBILITY REQUIREMENTS FOR RESPONDENTS

1. INSURANCE REQUIREMENTS

Bidder will complete the Bidder’s Insurance Proposal located in **Appendix B**.

2. FINANCIAL INFORMATION AND CREDIT REQUIREMENTS

Bidder must provide the following information:

- a. Submit financial statements for the last three (3) years.
- b. Provide a minimum of three (3) financial references.
- c. Provide a completed I-9 & UBI#.

D. COMPANY RESERVATION OF RIGHTS AND DISCLAIMERS

OPALCO has prepared the information provided in this RFP to assist interested persons and entities in making a decision whether to respond with a proposal. OPALCO reserves the right to modify, change, supplement or withdraw the RFP at its sole discretion. No part of this document or any other correspondence from OPALCO, its employees, officers or consultants shall be taken as legal, financial or other advice, nor as establishing a contract or any contractual obligations. All communication between Bidders and OPALCO shall be conducted in writing.

OPALCO makes no representations or warranties regarding the completeness of the information contained within the RFP and does not purport that this RFP contains all of the information needed for Bidders to determine whether to submit a proposal. Neither OPALCO nor its employees, officers or consultants will make, or will be deemed to have

made, any current or future representation, promise or warranty, expressed or implied, as to the accuracy, reliability or completeness of the information contained within the RFP or any other information provided to Bidders.

Bidders who submit proposals do so without legal recourse against OPALCO, or OPALCO's directors, management, employees, agents or contractors, due to OPALCO's rejection, in whole or in part, of their proposal or for failure to execute any agreement with OPALCO. OPALCO shall not be liable to any Bidder or to any other party, in law or equity, for any reason whatsoever related to OPALCO's acts or omissions arising out of, or in connection with, the RFP process.

OPALCO reserves the right to reject, for any reason, any and/or all proposals. OPALCO further reserves the right to waive any irregularity or technicality in proposals received, or to consider alternatives outside of this solicitation, at its sole discretion, to satisfy its capacity and energy needs. In addition, OPALCO reserves the right, in its sole discretion, to modify or waive any of the criteria contained herein and/or the process described herein.

No Bidder will have any claim whatsoever against OPALCO, its employees, officers, or consultants arising from, in connection with, or in any way relating to this RFP. Without limiting the generality of the foregoing, each Bidder agrees, by and through its submission of a proposal, that rejection of a proposal will be without liability on the part of OPALCO, its employees, officers, or consultants, nor shall a Bidder seek recourse of any kind against any of the foregoing on account of such rejection. The filing of a proposal shall constitute an agreement of the Bidder to each and all of these conditions. Each Bidder and recipient of this RFP is responsible for all costs incurred in evaluating, preparing and responding to this RFP. Any other costs incurred by any Bidder during negotiations are also the responsibility of the Bidder.

E. CONFIDENTIALITY AGREEMENT

Bidders will be required to execute a mutual confidentiality agreement prior to entering into final negotiations.

F. NOTICE OF INTENT TO BID

Bidders shall respond to this request via email to confirm their intentions to submit a proposal no later than date listed in RFP Schedule.

III. PROJECT INFORMATION

A. RESOURCE DESCRIPTION

OPALCO is asking Bidders to propose to design, procure, and construct a solar photovoltaic facility at the location described in more detail in

Appendix A. The proposals should have pricing for two systems with each having a nameplate rating no larger than 500kW AC.

1. System #1 shall include a Tier 1 module selection of the Contractor's choosing, with emphasis on production efficiency and cost effectiveness.
2. System #2 shall include a Tier 1 Made in Washington solar module.

B. POINT OF DELIVERY

1. BONNEVILLE POWER ADMINISTRATION (BPA) BALANCING AUTHORITY: The Project will interconnect under the BPA Balancing Authority Small Generator Interconnection Process (SGIP). OPALCO intends the Bidder will prepare and submit on behalf of OPALCO the interconnection application to BPA, with OPALCO support.
2. ORCAS POWER AND LIGHT ELECTRIC COOPERATIVE (OPALCO): The specified point of connection will be at the secondary 480v side of a new OPALCO supplied and installed transformer. A detailed location map is included in **Appendix A**.

C. DRAWINGS AND DOCUMENTATION

1. PARCEL MAP: A parcel map for the proposed property that shows the property lines and associated easements that must be considered is located in **Appendix A**.
2. STATE HISTORIC PRESERVATION OFFICE (SHPO) REPORT: A SHPO report for the entire property is located in **Appendix C**.
3. HABITAT ASSESSMENT REPORT: A report for the entire property is located in **Appendix C**.
4. SAMPLE SOLAR LAYOUT: Proposed location for solar array must integrate with the sub-station expansion and future development. Adequate setbacks must be maintained from the tree line at the lot lines with allowance to extend up to the County easement to the west. **Appendix A**
5. TOPOGRAPHY DRAWINGS: As seen in **Appendix A**.

D. ENVIRONMENTAL ATTRIBUTES

OPALCO will be the sole recipient of the environmental attributes of the Project.

IV. STATEMENT OF WORK

The Bidder shall be responsible for all aspects of the design, procurement, construction, and commissioning of the facility, including, but not limited obtaining all necessary permits to construct the facility. Without limiting the foregoing, OPALCO shall be responsible for all items noted in Section 5.

The following will be the responsibility of the Bidder.

1. **PERMITTING:** The Bidder will be responsible for all building permits with the Authority Having Jurisdiction, and all associated costs. OPALCO will work with successful contractor with Land Use permitting.
2. **SITE MODIFICATIONS:** The Bidder will determine the extent of the site modifications necessary including but not limited to civil engineering, access roads, foundation design, site modifications, and grading. Inclusions shall be listed in the RFP response.
3. **DISTRIBUTION UTILITY INTERCONNECTION:** The Bidder will be responsible for the interconnection application with Orcas Power and Light Cooperative, and all required utility interconnection infrastructure to interconnect the Project.
4. **DELIVERIES:** Bidders will be responsible for all transportation, shipping, unloading, barging service, boat rentals, etc. associated with project development and installation. Bidders are encouraged to coordinate activities with OPALCO to minimize these expenses.
6. **ENGINEERING, PROCUREMENT, AND CONSTRUCTION:** The Bidder will be responsible for all Engineering, Procurement, and Construction (EPC) to deliver a fully operational Photovoltaic (PV) system to OPALCO. OPALCO will provide oversight during EPC process. A geotechnical report on the entire property is required.
5. **MONITORING:** an online dashboard for reading the Project's real time production shall be procured, installed, and commissioned by Bidder. The monitoring must be revenue grade and be displayed for a minimum of 10 years.
6. **COMMISSIONING:** Bidder must provide a 3RD party commissioning report listing compliance with contracts, manufacturer recommendations, and industry accepted minimum standards such as IEC 62446. Any non-compliant issues must be addressed prior to final payment. Bidder will provide a pre-commission testing procedure, commissioning start-up with performance capacity

check and production metering and verification at 3, 6, or 12 months.

7. FENCING: Bidder shall provide a minimum of 6' chain link fence around the perimeter of the Solar Project. Bidder shall not assume this fence to be in place prior to construction for security of the construction site.
8. NEGOTIATED DISCOUNTS: Because OPALCO may be eligible for discounts or other incentives, Bidder will review all major material costs with OPALCO prior to purchase.
9. PAYMENT AND MILESTONE SCHEDULE: OPALCO requires a payment schedule that lines up with critical milestones of project construction.
10. COMMUNICATIONS EXPECTATIONS: Bidder will be required to respond to all communications from OPALCO within 2 business days, unless otherwise specified.

V. EXCLUSIONS

The following will be the responsibility of OPALCO.

1. PROJECT FINANCE: OPALCO will provide the capital needed to construct the project and will negotiate a payment schedule with the awarded Bidder.
2. SITE PREPARATION: OPALCO will clear the entire parcel of brush and trees to allow for better solar access and prep the site for installation. Bidders shall not assume significant grading to overcome any topographical features.
3. Systems Control and Data Acquisition: OPALCO to provide Systems Control and Data Acquisition (SCADA) to integrate the PV and battery systems.

VI. REQUEST FOR PROPOSAL CONTENT

Proposals for the “2017 OPALCO Solar RFP” must be submitted electronically by the due date. Each proposal must be contained in a single PDF file and formatted in the following manner. Additional supporting documentation may be included as appendices, where clear references are provided to the applicable section.

A. PROPOSAL FORMAT:

1. EXECUTIVE SUMMARY:

- a. The executive summary shall provide an overall description of the Project with key benefits to OPALCO and other elements distinguishing the Bidder’s proposal. The executive summary shall be accompanied by one or more Bid Summary.

2. PRICING:

- a. Bidder shall provide the total system pricing with the following breakdowns:

Item	Price	Price per Watt-DC
Modules and Inverters		
Electrical Materials		
Site Prep and Materials		
Installation Labor		
Eng. & Design Fees		
Interconnection Upgrades		
Additional Warranty/O&M (if applicable)		
Total Price	\$00.00	\$00.00

3. EXPERIENCE AND QUALIFICATIONS:

- a. **BIDDER EXPERIENCE:** describe the pertinent experience to the proposed Project. Provide references from similar projects. Utility experience preferred.
- b. **GENERATING FACILITIES:** describe the number, size, and type of solar facilities placed in service. Describe 3-5 site installations, including construction dates.
- c. **RESOURCE SUPPLY:** describe the Bidder’s ability to provide adequate resources to execute the Project, specifically pertaining to solar module, inverter, and racking procurement within the Project’s development timeframe. Also describe any subcontracting agreements with quality control and assurance provided by Bidder.

4. TECHNICAL INFORMATION

- a. **DRAWINGS:** provide a one-line diagram and a conceptual drawing of the proposed array overlaid to the existing parcel.
- b. **PRODUCTION:** provide an excel-based third party production model such as PVsyst or equal, showing loss diagram with derate factors, and estimated yearly production in kWh for a 25-year project lifetime.

- c. **PROJECTED PROJECT SCHEDULE:** provide a schedule for the Project from contract execution to commercial operation with pertinent milestones.
- d. **ENVIRONMENTAL COMPLIANCE PLAN:** include a description of how the Project will comply with environmental laws and regulation. Provide a description of the applicable permits and assessments required, with proposed solutions.
- e. **PROPOSED FACILITY EQUIPMENT:** Bidder shall provide the proposed project components specifications. Solar module manufacturers shall be “Tier 1” as defined by Bloomberg New Energy Finance. All manuals shall be provide as specified at the completion of construction.

5. **WARRANTIES:**

- a. **PROPOSED EQUIPMENT WARRANTIES:** list the duration of the equipment warranty for modules, inverters, transformers, and racking hardware.
- b. **WORKMANSHIP:** list the duration of applicable workmanship warranties.
- c. **TOTAL SYSTEM WARRANTY:** if applicable, provide the system warranty and services provided by Bidder.
- d. **Operations & Maintenance (O&M) SERVICES (OPTIONAL):** Bidder shall provide details on their O&M offering such as on-call, pro-active monitoring, preventative maintenance, vegetation management, panel cleaning, and associated costs.

VII. BID EVALUATION AND SELECTION

A. GENERAL

OPALCO will evaluate proposals based on the reasonableness of project execution and the lowest cost of energy.

B. PRICE FACTORS

OPALCO will favor those projects proposals that provide the lowest levelized cost of energy for the lifetime of the system, estimated at 25 years.

C. NON-PRICE FACTORS

1. EXPERIENCE

- a. Project Development Experience
- b. Design/Build Experience
- c. Project Ownership/O&M Experience
- d. Financial Capability

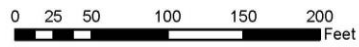
2. TECHNOLOGY

- a. Equipment Quality
- b. Manufacturer volume, health and reputation

- c. Technical Feasibility
- d. Equipment Supply Control
- e. System Efficiency

Appendix A: Location Details

A. Location Parcel Map



- 5' Contour
- ▭ OPALCO Substation Parcel
- ▭ Parcels



B. Sample Solar Layout



Appendix B: Insurance Requirements

Comprehensive General Liability, Property Damage, Personal Injury and Automobile Insurance

The Bidder shall maintain on file at OPALCO or include with his bid a current certificate of insurance confirming coverage and showing OPALCO as additionally insured on such insurance. Minimum amounts and units of insurance coverage required are as follows:

1. Comprehensive General Liability with Broad Form Property Damage, Broad Form Contractual, Personal Injury, including other coverage on Broadening Endorsement; Explosion, Collapse, and Underground (XCU) Coverage; Products and Completed Operations; and Owner's and BIDDER's Protective.

Bodily Injury and Property Damage Liability: \$1,000,000. Combined Single Limit

2. Owned Automobiles and Automobiles under long-term lease, including Hired Automobiles and Non-Owned Automobiles.

Bodily Injury and Property Damage Liability: \$500,000 Combined Single Limit.

Workers Compensation and Employer's Liability Insurance

Bidders with Employees are required to carry Workers Compensation Insurance for their employees in compliance with Washington State Department of Labor and Industries (L&I) regulations. Bidders with employees shall submit an Employer Liability Certificate (Certificate of Coverage) from L & I as a condition of eligibility to enter into a Contract to perform Work under this Master Agreement. OPALCO reserves the right to verify Workers Compensation Insurance account status prior to entering into a Contract to perform Work under this Master Agreement and during the term of any such contract. Failure to maintain Workers Compensation Insurance may be grounds for termination.

Bidders who are self-insured in lieu of maintaining Workers Compensation through Washington Dept. of Labor and Industries shall provide proof of such insurance and conformance with L&I's requirements for self-insurance.

Bidders hiring subcontractors in lieu of employees shall notify OPALCO prior to the use of such sub-CONTRACTOR on any Contract and must obtain approval of OPALCO prior to any such use of subcontractors.

OPALCO shall receive a minimum 30 day notice in the event of cancellation of insurance required by this agreement.

Appendix C: Reports

To be provided to successful bidder.