CITY OF SPRINGDALE
REQUEST FOR SEALED BIDS

THE PURCHASE OF SOLAR ENERGY

Bid Opening Date: **APRIL 2, 2021**
Bid Opening Time: **1:30 P.M.**

MAILING ADDRESSESS:	**BID OPENING LOCATION:**
201 Spring Street	CITY COUNCIL CHAMBERS

All questions regarding this request for bids should be directed to Wyman Morgan, wmorgan@springdalear.gov.

CITY OF SPRINGDALE
REQUEST FOR BIDS
FOR THE
PURCHASE OF SOLAR ENERGY

1.0 SCOPE

City of Springdale (herein "Customer") is issuing this Request for Bids ("RFB") for the purchase of solar energy. The generation is to be built on a site located within Ozarks Electric Cooperative Corporation (herein "Service Provider") service territory. Customer is requesting proposals for a 20-year term Solar Power Purchase Agreement ("SPPA"). The selected developer will be responsible for design, construction and on-going maintenance and operation of the facility.

2.0 SCHEDULE

The following schedule and deadlines apply to this solicitation:

Release of RFB: March 12, 2021
Bids Due: April 2, 2021
Establish Short List: April 5, 2021
Selection of Developer: April 9, 2021
Execute Contracts: April April 30, 2021

Customer reserves the right to revise the schedule to accommodate changes.

3.0 PROJECT DESCRIPTION

A. Background

Customer is a city located in Springdale, Arkansas. Customer is seeking opportunities to collaborate with a developer for the purpose of developing a solar electricity generation project.

The project envisions a ground mounted solar energy generation facility capable of delivering up to 1,199,460 kWh annually. The specific technology is left up to the respondent to propose. Customer's objective is to obtain the desired level of generation and reliable service during the SPPA term at the lowest overall cost.

B. Solar Power Services Agreement

Customer is most interested in a Solar Power Services Agreement ("SPSA") that takes into consideration the federal Investment Tax Credits ("ITCs") and the allowance for accelerated depreciation. Customer, as a non-profit entity, would look to the developer to take advantage of the ITCs and accelerated depreciation and build those benefits into its response. The

preferred respondent, or successor, would design, construct, own, and maintain the facility and would sell the output to Customer under the SPSA. The developer will be responsible for all equipment, materials, and services required for construction, operation, and maintenance of a complete operating facility.

C. Site and Easement Agreement

Site must be located within the boundaries of the Service Provider's service territory and is not limited to the site being located on property owned by Service Provider. If the site selected is owned by Customer, the selected developer shall enter into a Lease and/or Easement Agreement (EA) allowing the developer to construct, operate, and maintain the solar facility on the site. In addition, if the site selected is owned by Customer, Customer reserves the right to recover timber values should timber be removed from the site. Upon completion of the SPSA term all equipment should be removed from the Customer properties or negotiations for extending the term of the SPSA will be agreed upon or outright purchase of the system. The term of an EA will coincide with the term of the SPSA plus acceptable time for removal. Developer will be responsible for preparation and maintenance of the site.

D. Interconnection & Metering

The solar facility will interconnect with the Service Provider's distribution system at the site. The metering equipment shall be installed by the developer at the point of interconnection. The developer shall be responsible for all costs associated with extending electric facilities to the point of interconnection. The developer shall be responsible for all costs associated with delivering power to the point of interconnection.

4.0 PROJECT SELECTION

Bids will be judged based on their ability to meet Customer's need for economical and reliable renewable energy in the necessary timeframe. Respondents to this solicitation should provide all relevant information necessary to allow Customer to conduct a thorough analysis of the bid proposal. The principal criteria to be used by Customer in evaluating proposals include, but are not necessarily limited to, total delivered cost of the energy over the contract term, the design and reliability of the project, and the financial and operational wherewithal of the respondent to be a partner to the transaction for the 20 year term.

Customer reserves the right to consider any other factors that it deems to be relevant to its needs, and to request additional information from individual respondents or to request all respondents to submit supplemental materials in fulfillment of the content requirements of this RFB or to meet additional information needs of Customer.

Customer also reserves the unilateral right to waive any technical or format requirements contained in the RFB. Furthermore, Customer, in its sole discretion, will analyze any financial, operational, or other necessary criteria to determine that the respondent has the capability to fulfill their bid proposal. Finally, Customer, reserves the right to withdraw this solicitation at any time and/or reject all offers received.

Respondents are encouraged to include the following information:

Past Experience. Customer, will consider past experience of respondents in designing, installing, owning, operating, and maintaining solar energy projects of similar size and complexity. If the respondent forms a joint venture or other teaming arrangement, these same considerations will be applied to the parties to the joint venture or teaming arrangement cumulatively.

Pricing. Provide a **fixed price** per kilo-watt hour ($/kwh) for energy for the **entire term** of the SPSA. Further, pricing **will not be adjusted** for future rate increases from Service Provider to be an acceptable means of showing savings during the 20 year term.

Proposed System Conceptual Design & Technical Specifications. Describe the preliminary design/layout of the solar facility, type of technology, efficiency, mounting, tracking method if used, and the proposed point of interconnection. Also provide an estimate of the initial year output in kilowatt-hours (kwh) and the anticipated annual rate of degradation of the panels.

Financial Capability. Provide verifiable information demonstrating that the respondent is in sound financial condition and has the ability to secure the necessary financing to meet the project's requirements now and in the future. The respondent's financial capability will be reviewed for stability and adequacy to meet its obligations under the proposal. If the respondent plans to secure financing from an outside source, an official letter from the financier confirming the financial arrangement may be required.

Bid openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each bid. No discussion will be entered into with any vendor as to quality or provisions.

Addendum 1

Attach to the Bid an affidavit in a form substantially similar to the following that is signed and notarized by the agent of the bidder:

"AFFIDAVIT

City of Springdale
Springdale, Arkansas

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and state officials, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

_____
Signature

ACKNOWLEDGEMENT

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public".