



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR PROPOSALS**

**RFP NO. 184254
Locally-Sited Utility Scale Solar Photovoltaic Systems**

Buyer: Pamela L. Crump

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	December 11, 2023
PRE-PROPOSAL CONFERENCE	January 9, 2024 @ 2:00 p.m. (Virtual) Site Walk (Optional) – January 19, 2024
Microsoft Teams Click here to join the meeting Meeting ID: 291 740 404 027 Passcode: y57aDc	
QUESTIONS DUE	January 24, 2024 on or before 4:00 p.m. All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	January 31, 2024
PROPOSAL DUE DATE *	February 15, 2024 @ 4:00 p.m. EST In the Supplier Portal as specified in Section 4.5 of this RFP.

* Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.



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Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Public Lighting Department requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide Locally-Sited Utility Scale Solar Photovoltaic (PV) Systems.

The City of Detroit is soliciting proposals from qualified solar providers to design, engineer, build, operate, maintain, and decommission installations of ground-mount solar PV projects at a subset of the identified sites sufficient to generate at least 55,000 MWh/yr. Operation will include handling all power, capacity, or similar sales from the project for the City. The goal of this RFP is to identify a solar partner with the necessary experience and capability to ensure a fully-managed and well-executed process. The successful Respondent will have demonstrated experience in engaging with the community regarding solar, designing, planning, scheduling, financing, permitting, constructing, interconnecting, and maintaining solar PV systems. Respondents should be familiar with the regulations regarding the sale of power in the City, be able to provide project financial analysis, have established on-site safety standards, and be able to engage positively with residents. The City of Detroit reserves the right to modify the scope of the project at any time.

The City of Detroit's interest in pursuing solar PV projects reflects the following goals:

1. Make progress towards the City of Detroit's renewable energy and climate goals.
2. Find the most economically efficient way to achieve the City's goal of offsetting the energy use of municipal facilities with local solar generation.
3. Ensure that Detroiters benefit from land needed to host solar. Ensure host neighborhoods and nearby neighbors benefit from the presence of solar projects.
4. Generate clean and renewable energy to be used by the public.
5. Generate renewable energy locally to maximize the possibility that energy produced from the projects will reduce the use of power plants that cause air pollution within the City of Detroit.
6. Identify a contractor that has the capabilities to responsibly and reasonably construct, operate, maintain and decommission the projects.
7. Identify a contractor that is enthusiastic about bringing local solar to resident-nominated communities and will engage regularly with the City and its residents about the solar that will be placed in Detroit neighborhoods.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit (City) proudly serves more than 630K residents and is governed by Mayor Michael Duggan and an elected City Council of nine (9) members. The City's Public Lighting Department (PLD) is a municipal utility, but it does not provide retail electric service (all existing customers are being phased out).

Mayor Duggan has joined hundreds of U.S. Mayors in committing the City to the standards of the Paris Climate Agreement, which looks to prevent global temperatures from rising more than 2

degrees Celsius by the end of the century. On July 24, 2019, the Detroit City Council unanimously passed an ordinance to greatly and swiftly reduce greenhouse gas emissions from the city. The ordinance stipulates that greenhouse gas emissions from city sources will be reduced (from 2011 and 2012 baseline conditions as quantified by Carson et al., 2014) by 35% by 2024, 75% by 2043, and 100% by 2050. The City will also work towards reducing citywide emissions by 30% by 2025. See City of Detroit Ordinances, Article X, 20-10-1 et seq.

Through this RFP, the City of Detroit seeks to continue actions to achieve its climate goals through the deployment of renewable energy projects that produce enough energy to meet the City’s municipal electricity usage, and to do so in a way that ensures residents will receive the maximum benefits of its efforts by siting renewable energy facilities locally. All green attributes of the projects, including, but not limited to, all renewable energy certificates (RECs), will be the property of the City of Detroit so the City can meet its goals.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a City of Detroit Professional Services Contract (Attachment E). The term of the Contract, which will cover operations, maintenance and decommissioning, will be for a minimum period of 20 years, but will not exceed 35 years. For the purposes of comparison across proposals, the City requests all proposers to include a sample proposed contract for each proposed structure that is consistent with the requirements of the RFP (including the standard terms and conditions in **Attachment E**) and a financial model that assumes a 30-year contract in addition to any alternative proposed timelines/structures/contract terms. Any departure from the City’s standard terms should be explicitly noted.

At the end of the contract term, the successful Respondent will be required to remove and decommission the system and restore the site to its prior condition; such costs should be taken into account when submitting the proposal. The successful Respondent will be required to provide evidence to the City of proper and lawful disposal of any wastes.

Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. **The City anticipates one or multiple awards as a result of the RFP.**

1.4. SERVICES TO BE PERFORMED

As part of its commitment to fighting climate change, the City of Detroit (“the City”) wishes to generate enough renewable energy to equal the electric consumption from various portions of the City’s municipal facilities, a total production of a minimum 55,000 MWh/yr. In an effort that is unique in the nation, the City asked local residents to volunteer to apply to host solar projects in their neighborhoods and nominate the acreage that could be repurposed for solar projects. As a result of that process, the City has identified nine (9) finalist site proposals (**Attachment G**), which together total approximately 330 acres. The City, therefore, seeks to meet its climate goals by generating local renewable energy, and to do so in a way that benefits the host neighborhoods.

In this RFP, the City is soliciting proposals from qualified solar PV (photovoltaic) providers to design, engineer, build, operate, maintain, and decommission a set of solar projects for the City that will meet its energy production goals on finalist sites within the City. Energy storage should be included in the proposal for at least one site. If Proposers believe storage could provide a cost

benefit or is likely to be revenue-neutral, it should be included at each site for which that is true. If a Proposer believes agrivoltaics would be a revenue-neutral option for a site, that should be included as an alternative design. Based on feedback in the Request for Information (RFI) that the City issued in summer 2023, the City will consider proposals in a variety of financial structures, including a traditional contract for services, a build/transfer agreement, or a virtual power purchase agreement.

Proposals should include estimates of costs to develop all the identified, resident-nominated sites, while recommending a subset of the sites for solar developments to meet the production goal. Each site should design for the maximum power output from that site, even if the 55,000 MWh/yr goal would be exceeded. The real property for the sites will be owned by the City. The City will demolish any buildings (as defined in Section 50-16-132 of the City’s Zoning Ordinance) located on the sites prior to making them available to the developer for construction. The City will also extinguish any encumbrances on title that would prevent the construction and operation of the solar projects.

Two potential sites have potential to also provide some behind-the-meter service to a City facility (**Attachment H**); the other sites are not expected to have a behind-the-meter component. All projects will need to interconnect to the distribution or transmission grid. Respondents shall have demonstrated experience in community engagement regarding solar projects; designing, planning, scheduling, permitting and constructing complete solar PV systems; and be able to provide assurance of both financial and technical capabilities to successfully construct, operate, maintain and decommission the systems.

Section 2. Statement of Work

2.1 PROJECT OVERVIEW

- **Desired Solar PV System Description:** The City of Detroit is seeking ground-mount PV systems to be sized to meet the City’s renewable energy production goals at the lowest cost.
- **Operation and Maintenance (O&M).** Proposals should include the costs to provide O&M services for the contract life, including, but not limited to, periodic inverter replacement. Proposals should include O&M costs as a separate item for those years, if any, in which the City would own the systems.
- **Monitoring:** The City requests a monitoring system for system performance and support for a public education website allowing insight by the public into project performance.
- **Decommissioning:** Proposals should assume the costs to remove and decommission the system. Structures that assume transfer or provide for an option to transfer to the City should include an estimate of decommissioning costs.
- **Community Meetings.** Proposals should include costs for a representative of the Contractor to attend City-led meetings at the design stage, every other month at each site with project neighbors during construction, and twice annually during project operation. Such meetings should be attended by a member of the Contractor’s team that is familiar with the site and able to answer questions. Such meetings will include an educational component and an opportunity for feedback from the host community.

2.2 **FINANCIAL STRUCTURES**

The City will entertain responses proposing any of the three options described below:

- Traditional construction contract in which the City finances and owns the installations throughout the project life, including during construction, and the developer provides services to the City for the life of the project for construction, operation/maintenance, and decommissioning;
- Build/transfer agreement (BTA) in which the developer builds turnkey projects and sells them to the City, coupled with operation/maintenance and decommissioning services for the life of the projects; and
- Virtual power purchase agreement (vPPA) in which the developer builds, owns and operates the solar installations on City-owned land, and provides renewable energy credits for a fixed price to the developer. The developer would be responsible for selling the power produced and would credit the revenue received to the PPA which would produce a final net price to the City. Ideally PPAs would provide economic value to the City (e.g., tax revenues, retail bill credits, and/or an opportunity for the City to purchase the system at some point for the fair market value and would contract with the developer for O&M and decommissioning services thereafter).

In all structures, the City will retain ownership of the real property and will grant the developer the rights necessary to reasonably construct, operate, maintain and decommission the project. The City will retain oversight of the use of the land and shall have rights to enter and inspect the property during the construction, operation, maintenance, and decommissioning. The Contractor may not use the real property for any use other than provision of solar energy for the City's benefit.

The City will not seek any federal funding, other than available tax credits, for this effort. Proposers may **not** include any assumption of additional federal funding (e.g., from federal grants) in their proposals. If a proposal includes funds or cost reductions from sources other than federal tax credits (e.g., a tax incentive, a tax exemption, or an energy bill credit), the costs should be calculated without the value of that source or cost reduction and a separate notation made in pricing regarding the economic benefit the City would receive from the funding source or cost reduction and any actions the City would have to take to get the benefit of such funds or cost reductions.

2.3 **DESIGN GUIDELINES**

The Contractor shall include design documents for all elements of the project, including, but not limited to, structural, architectural, mechanical, and electrical. Contractor should consider the below guidelines when designing the solar PV systems. For each site, maximum production should be assumed. Proposals should include all battery storage that the Proposer believes would be revenue enhancing or neutral; at least one site should include a battery storage proposal. Sites with identified potential behind-the-meter component should be priced to provide that service; Proposers can assume the ability to cross parcel lines as necessary for the behind-the-meter service given the municipal utility status.

The Contractor shall develop a design for new ground-mounted PV systems that are sized to meet the City’s renewable energy production goals at the lowest cost. Not all project sites need to be utilized, but Proposers should provide cost estimates and energy production estimates for any of the nominated sites the Proposer would be willing to develop. It is the responsibility of the Proposer to assess site topography and geotechnical attributes to estimate costs related to project installation. Contractor is responsible for the costs of securing the environmental and construction permits necessary to install a ballasted or ground-mounted system. Proposals should assume the City will secure any needed siting permissions and that the City will provide a title search that includes any environmental restrictions for the properties (which have been in primarily residential use).

- Mounting system shall be either directly anchored into the ground (driven piers, concrete footers, ground screws, etc.) or ballasted on the surface without ground penetration. Mounting system design needs to meet applicable local requirements with respect to snow and wind loading factors.
- Mounting system can either be fixed-tilt or single-axis tracker, and can use either mono or bifacial panels.
- Panels’ tilt angle shall be based on site latitude and wind loading factors. The maximum height shall not exceed 25 ft at full tilt.
- Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance.
- Material requirements:
 - Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance
 - Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance
 - Unprotected steel not to be used in any components
 - String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
 - All system wiring and conduit must comply with NEC stipulations, and all indoor and outdoor wiring, outdoor-rated or otherwise, must be enclosed in EMT or RIGID conduit or covered raceway, except adjacent panel connections and under-array home run wiring.
 - All wiring materials and methods must adhere to industry-standard best practices, and all inter- module connections must require the use of a specialized tool for disconnecting.
- Ground cover (native plants) and vegetation management shall be included in the proposal design.
- It is the City’s intent to close streets and alleys that are within the project boundaries but leave them in place to provide access to the associated underground utility corridors as needed, such that solar facilities could not be constructed within the streets and alleys. The City may relocate certain infrastructure (e.g. streetlights) if there is a beneficial economic impact, but in general would prefer to preserve existing utility corridors. Proposals that include road removal in the project area should note this. If ballasted systems would be located within those rights of way but could be relocated to allow for underground utility access this should be noted.

- The City will be responsible for demolition of any buildings prior to construction. Proposals do not need to include removal of any buildings within the project area.
- Any clearing of vegetation will be the responsibility of the Contractor.
- Contractor must comply with all MISSDIG requirements.
- Storm water management and a soil erosion and sedimentation control (SESC) management plan for construction and post-construction phases shall be included in the proposal.
- Decorative fencing shall be used on any property line that borders a right-of-way used by the public. While the final fencing decisions will be made after community engagement, proposals can assume fencing similar to that used at the current O’Shea solar generation site at 15810 Capitol Street between Greenfield & Rutherford Roads.
- Vehicular entry points shall use existing rights-of-way when possible. If not possible, they must have a proper curb cut installed. At no time shall vehicles drive over a curb to access the site.
- Fencing will be set back 20’ from a property line that borders a right-of-way used by the public and the setback shall be maintained with landscaping.
- Any signs must be approved by the City as to size, positioning, and content. No sign may exceed 32 sq ft.
- Noise must not exceed 45 db at any occupied neighboring structure or 55 db at any public sidewalk outside the boundaries of the project.

2.4 CODE SPECIFICATIONS

The construction, installation and operation of power generation and transmission equipment shall comply with applicable codes including mechanical, fire, seismic, structural and electrical codes. Only products that are listed, tested, identified, or labeled by Underwriters Laboratories (UL) or another nationally recognized testing laboratory shall be used as components in the project. If equipment appears on the California Energy Commission (CEC) list that can substitute for certification of the individual UL standards.

- **Modules:** System modules shall be certified to International Electrotechnical Commission (IEC) 61215 performance standards, Underwriter Laboratories (UL) 1703 fire code listed.
- **Inverters:** Shall be performance certified to IEC 62109, UL1741 listed with an efficiency of 95% or higher

2.5 WARRANTIES

Warranties. If the City has the option to acquire the project at any point, all warranties must be documented and fully transferable to the City. The Contractor shall provide its standard system warranty coverage along with specific equipment warranty coverage for modules, inverter, racking and workmanship.

- **Modules:** Minimum of 10-year warranty for 90% of nameplate energy production and a 30-year warranty for 80% nameplate energy production.
- **Inverter:** 15-year Limited Warranty minimum for 95% or more efficiency.
- **Workmanship:** Minimum of 5-year Limited Warranty provided by Proposer; a 10-year warranty period would be preferred.
- **Panels:** Required to be premium panels as designated as Tier 1 panels.

2.6 INSPECTION AND COMMISSIONING

To ensure compliance with all electrical codes, an inspection by a licensed electrical inspector is mandatory. Commissioning tests shall be included in the final inspection and QCP. The Contractor's independent commissioning agent shall ensure that:

- All equipment specifications match the proposed equipment specifications
- The physical layout aligns with the as-built diagrams with variations to proposed system noted
- The electrical system as laid out and connected aligns with the as built one-line diagrams including fuses, relays and switches with variation to proposed system noted
- Each array passes the open circuit voltage and current test
- The manual disconnect switch operates correctly

2.7 SYSTEM MONITORING

Monitoring of system performance (separate from utility meter monitoring requirements) and providing public education and transparency are both important elements of this RFP. The City will favor a proposal that includes a system to monitor system performance to at least the string level and the panel level would be preferred, as well as support for a website that provides data visibility regarding the project performance. Data storage, management, and display will be the responsibility of the Contractor. The monitoring system should provide for alarms to be viewed by both the Contractor and the City for low performance to at least the string level. The system should also provide for a security plan and the ability to provide for an adequate amount of perimeter and internal site security.

The regularly collected data should reflect, but not be limited to, the following:

- Average and accumulated output (MWh/day, MWh/year, and cumulative MWh)
- Capacity factor
- Air quality emissions averted and real-world equivalents for carbon conversion (e.g., homes powered, vehicle miles driven, trees planted, etc.)

2.8 COMMUNITY ENGAGEMENT AND BENEFITS

Proposals shall contain a description of the Proposer's history regarding community engagement and proposed community engagement plan. Such plans should assume meetings are conducted in cooperation and coordination with the City. Plans should assume a meeting during the design process for each site; meetings at each site under construction every other-month during the construction period, and during the operation of the arrays, at least one meeting a year held in the host neighborhood for each site. Such meetings shall include both an educational component and an opportunity to receive feedback from the neighbors.

Final contract may include provisions regarding community benefits, to be paid in an amount and type specified by the City for each site. Because such payments will be determined based upon factors related to the selected site and would be uniform for all developers, cost estimates for the various proposals are not required to include such benefits.

2.9 FINAL DESIGN PACKAGE

The winning Proposer and the City of Detroit will negotiate to develop the contents of the final design package. The City of Detroit's requested sections are included below. **Unless listed in**

Section 4 of this RFP (“Required Proposal Content and Submission Process”), these are NOT required elements of the proposal but should be used to inform it.

- **Solar PV Description:** A summary of the solar PV system types, sizes, annual production, and site location.
- **Schedule:** The equipment procurement and solar PV installation schedule for each site. The City seeks initial construction activity to commence on at least one site in 2024.
- **Design and Engineering Documents:** The design documents for all elements of the project, including, but not limited to structural, architectural, mechanical, and electrical. Drawings shall be stamped by an Engineer registered in the State of Michigan.
- **Site Drawings:** Layout drawing providing location of all equipment for each site. Should include stringing configurations.
- **Community Engagement Plan.** Plan should include compliance with Section 2.8 of the RFP and discussion of any websites, etc. that would be created and maintained as part of the project.
- **Equipment Details and Specifications:** A high-level summary listing all solar PV system equipment and their associated specification sheets.
- **Incentives:** The Contractor shall complete and submit in a timely manner all documentation required to qualify each system for available tax credits. All RECs are to be assigned to the City. All proposals should assume compliance with requirements needed to receive federal tax credits, including prevailing wage requirements.
- **Electrical Interconnection:** The Contractor shall supply and install all equipment required to interconnect the solar PV system to the utility’s distribution system or to the transmission system. It will be the Contractor’s responsibility to take the steps necessary to secure all necessary permissions to interconnect each project site that is developed, and must meet all requirements necessary to receive a permit under the electric code.
 - All costs associated with utility interconnection shall be borne by the Contractor. It is expected that proposals will include a passthrough element of such costs, though estimates may be used to estimate total costs of the projects to the City.
- **Manuals:** This includes equipment, installation, and O&M manuals for proper system monitoring over the life of the contract.
- **Monitoring:** A description of controls, monitors, and instrumentation to be used for the solar PV system. This includes web-based monitoring for performance verification, and public education and transparency.
- **Safety and Monitoring Plan:** The Proposer’s plan to ensure safety for all personnel. The Contractor shall report accidents, claims, and other on-going safety related issues to the City in a manner consistent with City-wide reporting systems. It should also include a plan to ensure safety for users of the streets and sidewalks adjacent to the project site during construction, including Maintenance of Traffic (MOT) and work zone traffic plans. Finally, it should include the plan to monitor and secure the site after construction, including notation of any cameras. If any alarm systems that are included will have audible components, this should be noted, and db level specified, as well as an estimated response time and whether such systems will require a manual reset.
- **Staging Plan.** A staging plan should describe how the Proposer will approach receiving equipment at the site during construction and describing how security that will be provided at the construction site, with reference to any periods where frost laws are in

effect for heavy equipment staging. Construction hours should be presumed not to begin before 7:30 am and not to extend past 6:00 pm. The staging plan should include steps that will be taken to mitigate dust, noise, and other construction impacts. Construction cameras at each project linked to a public website are not required but would be a preferred component of a staging plan.

- **Quality Control Plan (QCP):** At a minimum, the QCP should conform to “IEC 62446 Grid-Connected PV Systems – Minimum Requirements for System Documentation, Commissioning Tests, and Inspections.”
- **Construction Plan:** This includes the appropriate documentation, plan, and timeline. All submittals (including construction techniques), drawings, disruption plans, and contract documents shall be reviewed and approved in writing by the City. The site, except for the solar PV system footprint, shall be returned to pre-construction condition as needed. The construction plan, which will be due no later than 90 days after contract execution, must have the following elements:
 - Site overview (consistent with the site plans)
 - Mounting and racking details.
 - Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.
 - Details of electrical transmission showing conduit routing and location of electrical enclosures, conduit support details, and enclosure mounting details
 - Wire loss in DC circuits to be < 1.5%
 - Wire loss in AC circuits to be < 1.5%
 - Fencing details
 - Electrical single-line diagram
 - Electrical three-line diagram
 - Monitoring plan
 - Construction project plan with timeline (consistent with schedule)
 - Helioscope or PVSyst output for each of the proposed sites.
 - Native plant installation and maintenance plan.
- **Close Out Report:** The Contractor shall report progress of project contract closeout to the City in a manner consistent with the City’s reporting requirements. At a minimum, this should include the following information: system nameplate size, overall installed system cost, and estimated and guaranteed annual MWh production (if applicable).

OPERATIONAL INFORMATION

The successful Respondent will provide operation and maintenance of the entire solar electric system over the contract life, regardless of ownership structure. Operations and maintenance services include, but are not limited to:

- Response to performance alarms within a 24 hour period, and a resolution to the issue within a 48 hour period (resolution to the problem could include a written report on the ultimate resolution to the problem if it cannot be resolved permanently within 48 hours).
- Online monitoring
- Performance monitoring, notification, and troubleshooting
- Corrective maintenance to mitigate any risk to the system or minimize down time

- Quarterly system performance reports that compares actual production to predicted production
- Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings
- Weed abatement and fencing maintenance
- If ballasted systems are proposed, recalibration of the system on a periodic basis or in response to high wind conditions.

In structures where ownership will transfer to the City, prior to system start-up, the successful Respondent shall supply the City two copies of all Component Product Data and Component Operation and Maintenance manuals. The information shall be sufficient for the City to evaluate and ensure appropriate O&M over the life of the system. Project as-builts that detail location of all above and underground utilities and components shall be submitted within 30 days of system start-up.

All maintenance plans must comply with the Detroit Property Maintenance Code, Article 1, Chapter 9 of the Detroit City Code, and at no point may the project be permitted to create a nuisance in the surrounding neighborhood.

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

2.10 TECHNICAL INFORMATION

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state “Do Not Substitute.” The decision of the City shall be final.

2.11 BID BOND, PAYMENT & PERFORMANCE BOND (Construction)

Insurance and Bonding. Proposals should include a **bid bond for 5% of the total proposed contract value**, as well as letters from an insurance agency and performance bond provider, as applicable, indicating the availability of insurance and bonding for the Proposer at the following levels:

- **During construction and decommissioning:**
 - **Insurance:**
 - (a) Commercial General Liability (CGL): Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence.
 - (b) Automobile Liability: Insurance Services Office covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

- (c) Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$500,000 per accident for bodily injury or disease.
- (d) Builder's Risk : (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the city as a "Loss Payee." A.T.I.M.A.
- (e) Professional Liability: (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim.
- (f) Contractors' Pollution Legal Liability: and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- (g) Umbrella Liability: Umbrella / Excess Liability in an amount of \$5 Million per occurrence.

The successful Respondent(s) must furnish a payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See Attachment F for requirements. For vPPA proposals, payment and performance bonds will be required in the amount of 33% of the project value.

Section 3. Proposal Evaluation and Selection Process

3.1 MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms meeting the following qualifications:

- Minimum of 5 years of experience in solar energy development.
- Demonstrated experience successfully developing, operating, maintaining and decommissioning ground-mounted solar electric systems of 2MW or larger, preferably in Michigan.
- Minimum of 5 MW total ground-mounted solar developed.
- Project personnel hold relevant licenses or special qualifications pertaining to renewable energy technologies: North American Board of Certified Energy Practitioners, licensed professional engineer, certified energy manager, project management professional.

3.2 ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the Respondent. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3 QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions submitted after the question deadline.



Should a Respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

Respondents requesting changes to the RFPs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

Site Walk

The site walk is scheduled for January 19, 2024. Each proposer may bring one vehicle. It is estimated to take 3-4 hours. Technical questions will not be answered at this meeting. Please submit site walk attendee information, including license plate, copy of the front of the driver’s license and the cell phone number for the driver of each vehicle, via email by January 17, 2023.

Proposers should refrain from contact with neighbors during this RFP or visits to the sites other than the site walk.

3.4 EVALUATION CRITERIA
PHASE ONE CRITERIA

- Criteria 1 – Pricing: Proposal Cost Effectiveness (Attachment C)
- Criteria 2 – Respondent Experience and Capacity (Attachment A)
- Criteria 3 – Proposal Introduction and Solution / Approach (Attachment B)
- Criteria 4 – Execution Risk
- Criteria 5 – Proposer’s Community Engagement Experience
- Criteria 6 – Implementation Schedule
- Criteria 7 – Proposer’s Alignment to Proposed Format

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Pricing	20 points
2. Respondent Experience and Capacity	10 points
3. Proposal Introduction and Solution	10 points
4. Execution Risk	10 points
5. Proposer’s Community Engagement Experience	5 points
6. Implementation Schedule	5 points
7. Proposer’s Alignment to Proposed Format	5 points
Total Points Possible	65

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria	Possible Points
1. Detroit headquartered business	15 points
2. Detroit based business	5 points
Total Points Possible	15

Maximum points for phase two not to exceed fifteen (15) points.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Proposal Evaluation Criteria	Possible Points
1. Detroit headquartered business	20 points
2. Detroit based business	10 points
Total Points Possible	20

Maximum points for phase three not to exceed twenty (20) points.

3.5 EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City will accept multiple project structure options from any Respondent. The City will score the proposals and identify one or two finalists for each type of structure (traditional services, build-transfer agreement, virtual power purchase agreement). Before making a final determination, the City may also at its discretion, request oral presentations, make site visits at Respondent’s facility and may request a demonstration of Respondent’s operations of the finalists in each category. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified Respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

3.6 ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7 REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all proposals received;
- 2) waive any non-conformity;
- 3) re-advertise for proposals;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.8 PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
“Procurement Protest”**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

Section 4. Required Proposal Content and Submission Process

4.1 ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective Respondent’s approach in meeting the requirements of the RFP shall be organized and presented in the prospective Respondent’s proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective Respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2 REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, responses must be uploaded in the Supplier Portal along with the Affidavit of Disclosure Interests Form and Non- Collusion Affidavit found under requirements section of the of RFP#184254:

Required Response Item	
1.	<p>Letter of Transmittal</p> <p>The prospective Respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective Respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective Respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.</p>
2.	<p>Attachment A – Respondent Questionnaire</p> <p>Respondent shall provide their Proposal Introduction and Experience / Capacity & Staffing, per the requirements provided in Attachment A. Include key provisions of the proposal, including understanding of the City of Detroit’s goals, proposed structure, pricing, Respondent’s experience and qualifications, brief description of proposed system and which sites are included, and proposed timeline.</p> <p>Proposer Profile: Years in business, description of background working with local governments, applicable state licensing, OSHA background and safety protocol (OSHA Reporting Indicators for the last 3 years), insurance, quality control documentation, and audited financial statements or similar evidence of financial strength sufficient to support the proposal.</p>
3.	<p>Attachment B – Proposal Introduction and Solution / Approach</p> <p>Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B, which should also include the following:</p> <ul style="list-style-type: none"> • Technical Solution: Describe your technical approach to the design and construction of the solar project including: <ul style="list-style-type: none"> ○ Technical Approach, Design, Equipment, Installation <ul style="list-style-type: none"> ▪ Guaranteed power capacity (MW-DC and MW-AC) ▪ Estimated annual electricity production (MWh-AC) ▪ Panel, inverter, racking specifications ▪ Equipment and workmanship warranties ○ Attachments showing the physical layout of the proposed PV, inverter, and conduit at each site the proposer is willing to develop, including proposed stringing configuration. Physical layout drawings shall show existing streets and alleys. ○ PVSYST report indicating production of each proposed system ○ Proposed monitoring system including, but not limited to, equipment requirements, data output, and maintenance requirements ○ Operations & maintenance plan offered for the project ○ Battery storage component (at least one site) ○ Behind the meter components (two identified sites in Attachment H), or description of why behind-the-meter components are not feasible. ○ Initial identification of sites that can most cost-effectively meet City’s power production goals.

Required Response Item	
4.	<p>Attachment C – Pricing</p> <p>Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C and submit a narrative as to the following in addition to an electronic version of Attachment C.</p> <ul style="list-style-type: none"> ○ Upfront cost for a construction contract by site, a build-transfer option by site and/or PPA price for each site the proposer is willing to develop; ○ If a PPA, state whether options to purchase will be offered and the likely purchase price; given the prohibition from an accounting perspective for the developer to provide, and for the City to accept a bargain purchase price, it is the City’s understanding that any option to purchase has to be at fair market value. If this is your understanding, please provide a schedule of option years and the estimated fair market price associated with each year. If your understanding is that the city can accept a bargain purchase of the asset in future years after the project is placed in service, explain the rationale for your point of view and site-specific knowledgeable references that backup your opinion to accompany your proposed price; and ○ If a build-transfer or if PPA contains offers to purchase, pricing for an operation, maintenance, and decommissioning contract (including acting as an agent for the City in power and capacity sales) after purchase by the City. ○ Identify the total sites necessary to meet City’s production goals, and provide a combined price for those sites. Proposers that are proposing to develop less than the total number of sites needed to meet the City’s goals must clearly state that in lieu of this requirement.
	<p>Attachment D – Forms, Affidavits and Documents- Award Winners Only</p> <p>Respondent will be required to provide their completed Forms, Affidavits, Insurance and Documents, if they are selected as the award winner provided in Attachment D.</p>
6.	<p>Attachment E – Model Professional Services Contract</p> <p>Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.</p>
7.	<p>Attachment F – Payment Bond Form Attachment F – Performance Bond Form Attachment F – Bid Bond Form</p> <p>Respondent must agree to furnish a payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award and a Bid Bond for 5% of the total proposed contract value (see Section 2.11 Bid Bond, Payment & Performance Bond and Attachment F for requirements).</p>
8.	<p>Attachment G - Other</p> <ul style="list-style-type: none"> ● Provide a detailed description of how the Proposer will finance the project. Identify all financial partners involved in the project and clearly show financing commitment from proposed equity participants, if not proposed to be the Proposer itself. Describe in this plan all available tax credits, incentives, and subsidies that will be used to finance the project, and how these will be used in the financing of the projects. <u>Federal funding (other than tax credits), including state funding that is a pass-through of federal funds, may not be used and will disqualify your proposal from consideration.</u>

Required Response Item	
	<ul style="list-style-type: none"> ○ Proposals that involve private ownership of the solar arrays at any point should include estimates of taxes. ○ PPA proposals should provide a 30-year pro forma in the Excel format in Attachment C. ○ If a proposal includes funds or cost reductions from sources other than federal tax credits (e.g. a tax incentive or exemption, energy bill credit) the costs should be calculated without the value of that source or cost reduction and a separate notation made in pricing regarding the economic benefit the City would receive from the funding source or cost reduction and be accompanied by a description of any actions the City would have to take to get the benefit of such funds or cost reductions. ● Project Team: Organization chart and bios (length of time with firm, key projects, work history) of key team members and subcontractors, and their capability to perform work. Please only profile individuals that will directly be working on this project. Clearly identify the project manager. Proposals that do not provide a minimum of 2 team member biographies will not be considered. ● Safety – The Proposer’s plan to ensure safety for all personnel as well as users of the streets and sidewalks adjacent to the project site during construction. Include a brief description of the safety practices of your firm. Include a description of the plan to monitor and secure the site during and after construction (e.g., cameras, alarm systems). ● Proposed Schedule – Identify key project milestones for each site and include any necessary review periods for the City of Detroit. Estimates should include interconnection and permitting timelines and construction timelines based on the completion of interconnection and permitting processes. The City seeks initial construction activity to commence on at least one site in 2024. ● Proposed Contract. A proposed contract for each financial structure included in the proposal (e.g., construction contract, BTA, or PPA) must be included. Contracts should contain terms compliant with this RFP. If the proposed contract departs in any manner from the requirements stated in the RFP, it should be accompanied by an explanation as to the reason for the departure and why the proposed departure would better meet the City’s goals. Proposals that do not provide a proposed contract for each proposed structure will not be considered. ● (Optional) Additional Information – If the Proposer believes that additional information must be included in its proposal that is not covered in the above sections, it can be included in this section. The City reserves the right to request additional information to assist its evaluation of a proposal.

4.3 REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit, through the completion of **Attachment C**. For proposal financial structures based on traditional fixed price construction contract methodology, additional detailed information may be required to fully evaluate the proposal line item detail for labor, materials equipment, supplies, overhead and profit; with site specific subtotals. The City of Detroit reserves the right to select proposals from the most

responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

4.4 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content. Proposals should be in the format described in this RFP and proposal lengths of in excess of 100 pages are discouraged. Failure to meet minimum requirements will disqualify proposals from consideration.

4.5 SUBMITTAL INSTRUCTIONS

All proposals **must** be submitted through the Supplier Portal. Each Respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Supplier Portal. Responses received **will not** be available for review. Proposals received will be subject to disclosure under the state of Michigan’s Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Supplier Portal. The successful Respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

E-Procurement Open Assistance Sessions		
Learning How to Navigate Oracle		
To join E-Procurement experts for Oracle demonstrations and Q&A pick one of the time slots		
Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2
Supplier Registration	<u>Mondays, 10:30 AM</u>	<u>Thursdays, 1:00 PM</u>
Supplier Profile Updates	<u>Mondays, 11:30 AM</u>	<u>Thursdays, 1:30 PM</u>
Responding to Bids	<u>Mondays, 9:30 AM</u>	<u>Fridays, 9:30 AM</u>
Invoicing	<u>Tuesdays, 1:30 PM</u>	<u>Fridays, 11:30 AM</u>
Online Office Hours (General)	<u>Tuesdays, 3:00 PM</u>	<u>Wednesdays, 9:30 AM</u>

Section 5. General Conditions and Requirements for RFP

5.1 CONTRACT APPROVAL

Upon contract award, the City and the successful Respondent shall execute a professional services contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the successful Respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse

the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

5.2 **PAYMENT**

All properly executed invoices submitted by the successful Respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

5.3 **INVOICES**

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.
****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ****

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording “ Goods/Services” (must be noted on every invoice)

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates

- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need payment assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

5.4 ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful Respondent assign any monies due or to become due to them under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

5.5 MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the successful Respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the successful Respondent and the City.

5.6 NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

5.7 MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

5.8 OFFICE OF INSPECTOR GENERAL

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

- 5.8.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 5.8.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 5.8.6. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 5.8.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article: "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C - Pricing

Attachment D - Forms, Affidavits and Documents-(Award winner only)

Attachment E - Model Professional Services Contract

Attachment F - Payment Bond Form

Attachment F - Performance Bond Form

Attachment F – Bid Bond Form

Attachment G – Solar Sites

Attachment H – Behind-the-meter Sites