



# REQUEST FOR PROPOSALS (RFP)

## Minnesota Department of Transportation (MnDOT) Solar Array Installation and Lease

This document is available in alternative formats for persons with disabilities by calling Ryan Gaulke at 651-366-3057 or for persons who are hearing or speech impaired by calling the Minnesota Relay Service at 1-800-627-3529.

This RFP does not obligate MnDOT to award a contract or complete the project, and MnDOT reserves the right to cancel the RFP if it is considered to be in its best interest.

Responses to this RFP will be public information under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

### **PROJECT SPECIFIC INFORMATION**

#### **Project Overview**

In 2007, the Minnesota Legislature enacted Minnesota Statutes Ch. 216H, which requires a state plan to work toward the reduction of greenhouse gasses. MnDOT has authority under Minnesota Statutes Sec. 161.433 to lease highway right of way owned in fee where the use of the property will not impair or interfere with the use and safety of the highway. This pilot project will explore opportunities and risks, including legislative barriers that may exist, of leveraging highway right of way assets for alternative uses, specifically solar panel technologies.

MnDOT requests responses for an entity to enter into a lease agreement for the installation of a solar array on right-of-way land where such use will not impair or interfere with the use and safety of the highway. The proposed solar installations must be one (1) megawatt or greater in size. The rental for the property used must be a market-based fair rental rate as required by State statute.

#### **Project Goal**

The goal of this project is to lease one or more sites for the purposes of: 1) demonstrating the feasibility of using MnDOT right of way for solar power generation; and 2) developing criteria for selecting and using right of way for the purpose of installing one (1) megawatt or greater solar arrays.

#### **Desired Skills/Qualifications**

While not required on a pass/fail basis, demonstration of the following desired skills and certification will be taken into consideration when rating responders' qualifications and experience.

- Ability to construct and maintain a solar array installation;
- Ability to communicate and work with regulatory agencies and local governments; and
- Certification by the North American Board of Certified Energy Practitioners.

#### **Items to be Addressed in Proposal**

The following items outline the tasks, responsibilities, and requirements which responder must perform or comply with in order to obtain and maintain a lease for the operation of a solar array on MnDOT right of way. Responder must address the following items in the "Proposal Content" categories of their proposals.

1. The responder must identify an appropriate location for the solar array and their related components and environmental control systems that will meet the following criteria:
  - a. Ease of maintenance and monitoring;
  - b. Efficient operation;
  - c. Outside the highway clear zone (see MnDOT Road Design Manual Chapters 4 & 10, <http://roaddesign.dot.state.mn.us/roaddesign.aspx>);
  - d. Secured location;
  - e. Avoidance of flood-prone areas; and
  - f. Owned in fee by MnDOT.
2. The responder must design/engineer a fully operational solar array to maximize the solar energy resources at the identified location. The solar array must be capable of producing one (1) or more megawatts of energy.

3. The responder must submit design documents that provide the following minimum information for the site:
  - a. Equipment details and description;
  - b. Layout of installation and equipment;
  - c. Specifications for equipment procurement and installation;
  - d. All engineering associated with structural and mounting details;
  - e. Performance of equipment components and subsystems;
  - f. Integration of solar array with other power sources;
  - g. Electrical grid interconnection requirements;
  - h. Controls, monitors and instrumentation; and
  - i. Solar performance monitoring.
4. Safety of employees and the public is of utmost importance in proceeding with the installation of a solar array in public land. Access for construction and/or servicing the facility should be limited to frontage roads, nearby or adjacent public roads and streets, or trails along or near the highway right of way connecting only to an intersecting road. MnDOT will consider and may make exceptions, in its sole discretion, to the foregoing access restriction for such factors as location and average daily traffic. The responder also will include with the design documents a proposed site map which will identify relevant staging areas, laydown areas, access, and delivery points.
5. The responder will secure from governing agencies and the utility company all required rights, clearances, permits, approvals and interconnection agreements. The responder will complete and submit in a timely manner all documentation required to qualify for available grants, rebates and incentives.
6. The responder will supply all equipment, materials, and labor necessary to install the solar array and integrate it with an electrical distribution system or other power sources. The responder will fulfill all application, studies and testing procedures to complete the interconnection process.
7. Responder will be responsible for ongoing maintenance, repair, replacement, patching and finishing of the solar array. The responder will describe the anticipated maintenance for the life of the improvements made to the site, including type and frequency of site visits.
8. The responder will provide MnDOT with access to a website account which allows MnDOT to monitor, analyze and display historical and live solar electricity generation data. The successful responder also will collect data on the performance of the solar installation and provide a quarterly report on the solar electricity generation data. The data which needs to be collected includes, but is not limited to, the following:
  - a. Solar array performance;
  - b. Average and accumulated output;
  - c. Capacity factor/degradation;
  - d. Solar irradiance; and
  - e. Weather related parameters including ambient and cell temperatures and wind speed and direction.
9. The responder will be responsible for removing the solar array at the end of the lease.

**Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the payment proposal.**

### **Anticipated Term**

The term of this lease is anticipated to be up to 20 years.

### **Sample Lease**

Attached to this request for proposal is a sample lease.

### **Two-Stage Solicitation Process**

This solicitation will be completed in two stages. Stage I will include review of short location summary statements (proposals) identifying the location to be used. MnDOT will select those statements (proposals) for which the department would like to see additional detail, and will invite the Stage I Responder to prepare a full Stage II proposal. Responder may submit more than one Stage I proposal, but each must be submitted separately.

## **QUESTIONS**

Responder's who have any questions regarding this RFP must submit questions by e-mail to:

Ryan Gaulke

[Ryan.Gaulke@state.mn.us](mailto:Ryan.Gaulke@state.mn.us).

**Please note that questions will be posted verbatim, as submitted.**

All questions and answers will be posted at the following website, [www.dot.state.mn.us/consult](http://www.dot.state.mn.us/consult). Questions regarding this RFP must be received by MnDOT no later than 2:00PM Central Daylight Savings Time on October 13, 2014.

MnDOT will post answers to all questions received by the above deadline by October 20, 2014.

No other MnDOT personnel are authorized to discuss this RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above may result in disqualification.

## **STAGE I PROPOSAL CONTENT**

The following will be considered **minimum** contents of the proposal, and must be submitted in the order listed:

### **Stage I – Initial Location Summary Statement**

Responders should submit a 4-page (maximum) location summary statement to include:

1. **Cover Page (1-page maximum)** – The cover page must include company name, business address, contact person's name, telephone and fax number, email address and signature of an authorized member of the lead firm proposing the project.
2. **Identification of the Location (3-page maximum)** – The responder must identify an appropriate location for the solar array and their related components and environmental control systems that will meet the following criteria:
  - a. Ease of maintenance and monitoring;
  - b. Efficient operation;
  - c. Outside the highway clear zone (see MnDOT Road Design Manual Chapters 4 & 10, <http://roaddesign.dot.state.mn.us/roaddesign.aspx>;
  - d. Secured location;
  - e. Avoidance of flood-prone areas; and
  - f. Owned in fee by MnDOT.

**Responders must not include rent payment information either in the body of their Stage I proposal or as a separate submittal.**

Responders must limit their Stage I proposal to 4 single-sided, 8.5"x11" pages, with no smaller than 11 point font. Excess pages may not be reviewed and evaluated, regardless of content. Note that the cover letter will not count towards the page limit.

## **STAGE I PROPOSAL SUBMITTAL INSTRUCTIONS**

Responders must submit 1 hard copy of the proposal, along with one copy of the entire response in electronic format (CD-ROM or flash drive). The response must be submitted in a sealed mailing envelope or package, clearly marked "Stage I Proposal" on the outside. **An authorized member of the firm must sign the proposal.**

All proposals must be mailed (United States Postal Service), expressed (UPS, FedEx or other similar express carrier) or dropped off to the attention of:

Ryan Gaulke

Minnesota Department of Transportation

395 John Ireland Boulevard

St. Paul, MN 55155-1899

**All proposals must be received no later 2:00PM Central Standard Time on November 3, 2014.** Please note that MnDOT Offices do not allow non-MnDOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the John Ireland Boulevard side of the Transportation Building (Ground Floor).

- Once you enter through the doors; walk straight ahead to the Information Desk.

**Proposals are accepted at the Information Desk only.** The receptionist will call the Contract Administrator to come down and to time stamp the response.

## **STAGE I PROPOSAL EVALUATION**

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All Stage I proposals submitted by the deadline will be evaluated, and a shortlist of locations will be determined. No set numeric formula or quantitative criteria will be used to rate Stage I proposals. MnDOT will, at its sole discretion, determine which locations to shortlist based on factors including, but not limited to, ease of maintenance and monitoring, efficient operation, compliance with highway clear zone and right of way requirements, and avoidance of flood prone areas. By submitting a Stage I proposal, a responder acknowledges the wholly discretionary nature of the Stage I review and selection, and waives any claim it may have for MnDOT's failure to select their proposed location for submission of a Stage II proposal. All responders will be notified whether or not their Stage I submission has been selected to move to a Stage II proposal. **MnDOT anticipates that the evaluation and selection will be completed by December 8, 2014.** Responders who have locations that are shortlisted will be required to submit a full project proposal in order to move forward to Stage II. Proposal content requirements and evaluation criteria for Stage II proposals are set forth below.

## **STAGE II PROPOSAL CONTENT**

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The following will be considered **minimum** contents of the Stage II proposal for the successful Stage I responders, and must be submitted in the order listed:

**1. Contact Information:**

Responders must clearly identify the company's full legal name, business address, contact person's name, telephone number, fax number and e-mail address (as available).

**2. Project Understanding:**

Responders must provide a statement of the objectives, goals and tasks to show or demonstrate their view of the nature of the project.

**3. Background and Experience (Company and Personnel):**

Responders must provide an outline of their background and experience, including examples of similar work done by the company. Responders must clearly identify the personnel who will conduct this project, detailing their training and work experience. If subconsultants are to be used on this project, responders must also outline their background and experience, including examples of similar work done by each subconsultant. Responders must also provide a list of the subconsultants' personnel who will perform work on the project, detailing their training and work experience.

**5. Work Plan:**

Responders must include a detailed schedule and work plan, which must identify what the major tasks are and when they will be accomplished.

**6. MnDOT Participation:**

Responders must identify the level of MnDOT's participation that will be required in the contract, as well as any other proposed services to be provided by MnDOT.

**7. Rent Proposal:**

Responders must provide, **in a separate, sealed envelope**, one copy of the payment proposal, clearly marked on the outside "Rent Proposal" along with the responder's official business name and address. The rent proposal must include an explanation as to how the responder determined the proposed rental rate. Terms of the proposal as stated must be valid for the length of the project.

**State statute requires, at minimum, rent at fair market value. By submitting a Stage II Proposal, the responder acknowledges that MnDOT retains full discretion over the determination of the fair market value for any selected location.**

Responders must have the rent proposal signed by authorized member of the firm. The responder must not include any rent information within the body of the technical proposal response.

Responders must limit their proposal to 25 single-sided, 8.5"x11" pages, with no smaller than 11 point font. Excess pages will not

be reviewed and evaluated, regardless of content. Note that the cover letter will not count towards the page limit.

## **STAGE II PROPOSAL SUBMITTAL INSTRUCTIONS**

Responders must submit 1 hard copy of the Stage II proposal, along with one copy of the entire response in electronic format (CD-ROM or flash drive). The response must be submitted in a sealed mailing envelope or package, clearly marked "Stage II Proposal" on the outside. **An authorized member of the firm must sign the proposal.**

All proposals must be mailed (United States Postal Service), expressed (UPS, FedEx or other similar express carrier) or dropped off to the attention of:

Ryan Gaulke  
Minnesota Department of Transportation  
395 John Ireland Boulevard  
St. Paul, MN 55155-1899

**All proposals may be received no later 2:00PM Central Standard Time on December 29, 2014.** Please note that MnDOT Offices do not allow non-MnDOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the John Ireland Boulevard side of the Transportation Building (Ground Floor).
- Once you enter through the doors; walk straight ahead to the Information Desk.
- **Proposals are accepted at the Information Desk only.** The receptionist will call the Contract Administrator to come down and to time stamp the response.

## **STAGE II PROPOSAL EVALUATION**

Representatives of MnDOT will evaluate all proposals received by the deadline. In some instances, an interview may be part of the evaluation process. MnDOT reserves the right, based on scores of the proposals, to create a short-listing of responders to interview. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:

<b>Rating Factor</b>	<b>Weighting Percentage</b>
Project Understanding	5%
Work Plan	30%
Background and Experience of Company & Personnel	25%
Rent Detail	40%

Proposals will be evaluated on a "best value" basis with 60% qualifications and 40% rent considerations. The review committee will not open the rent proposals until after the qualifications points are awarded. MnDOT will, in its sole discretion, award rent points based on MnDOT's determination of fair market value in relation to the rent proposal.

By submitting a proposal, the responder acknowledges that MnDOT retains full discretion over the determination of technical and rent points. By submitting a proposal, the responder also waives any claim it may have against MnDOT with respect to the evaluation, scoring, and selection, non-selection, or rejection of its proposal, unless MnDOT's actions were wholly arbitrary and capricious.

**MnDOT anticipates that the evaluation and selection will be completed by January 12, 2015.**

## **GENERAL REQUIREMENTS**

**Responder's must adhere to all terms of this RFP and the administrative requirements met in the initial pre-qualification announcement.**

**Late proposals will not be considered. Fax and e-mail responses will not be considered. All costs incurred in responding to this RFP will be borne by the responder.**

### **Proposal Content Certification**

By submitting a proposal, responders warrant that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to

### **Disposition of Responses**

All materials submitted in response to this RFP will become property of MnDOT and will become public record, in accordance with Minnesota Statutes §13.591, after the evaluation process is completed. Pursuant to the Statute, completion of the evaluation process occurs when MnDOT has completed negotiating the contract with the successful responder.

If a responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- ❑ Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- ❑ Include a statement with its proposal justifying the trade secret designation for each item; and
- ❑ Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the state, its agents and employees, from any judgments or damages awarded against the state in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnDOT's award of a contract. In submitting a proposal in response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnDOT. MnDOT is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

MnDOT will not consider the prices submitted by the responder to be proprietary or trade secret materials.

### **Workers' Compensation**

The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the contract.

### **MnDOT Not Obligated To Complete Project**

This RFP does not obligate MnDOT to award a contract or complete the project and MnDOT reserves the right to cancel the solicitation if it is considered to be in its best interest.

### **Insurance Requirements**

A responder's proposal must clearly note any exceptions desired to insurance requirements, or the responder will be deemed to have accepted such requirements and waived any request for exception.

1. **Insurance Certificates and Continuity of Coverage Required.** The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits required herein. The certificate must be filed with MnDOT's Authorized Representative within 30 days of execution of the contract, and prior to commencing work under the contract. The successful responder must maintain such insurance in full force and effect throughout the term of the contract.
2. **Required Insurance.** The successful responder will be required to maintain the furnish satisfactory evidence of the following insurance policies:
  - a. **Workers' Compensation Insurance:** Except as provided below, the successful responder will be required to provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:
    - \$100,000.00 – Bodily Injury by Disease per employee
    - \$500,000.00 – Bodily Injury by Disease aggregate
    - \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.041 exempts the successful responder from Workers' Compensation insurance requirements, or if such responder has no employees in the state of Minnesota, the successful responder will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the successful responder from the Minnesota Workers' Compensation requirements. If, during the course of the contract, the successful responder becomes subject to the Workers' Compensation Insurance requirements, the successful responder then must comply with such requirements and must provide MnDOT with a Certificate of Insurance evidencing such coverage.

- b. **Commercial General Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the successful responder or by a subcontractor or by anyone directly or indirectly employed by the successful responder pursuant to the contract. Insurance **minimum** limits are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

c. **Commercial Automobile Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in case any work is subcontracted the successful responder must require the subcontractor to provide Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages must be included:

- Owned, Hired and Non-owned Automobile

d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** The successful responder will be required provide coverage for all claims the successful responder may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the successful responders professional services performed under the contract. Unless otherwise specified within this RFP, the successful responder will be required to carry the following **minimum** limits:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed \$50,000.00 with the written approval of MnDOT. If the successful responder desires authority from MnDOT have a deductible in a higher amount, the successful responder will be required to make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to MnDOT, so that MnDOT can ascertain the ability of the successful responder to cover the deductible from its own resources. MnDOT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

The retroactive or prior acts date of coverage must not be after the effective date of the contract and the successful responder must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained by the successful responder to fulfill this requirement.

e. **Additional Insurance Conditions:**

- The successful responder’s policy(ies) will be primary insurance to any other valid and collectible insurance available to MnDOT with respect to any claim arising out of the successful responder performance under this contract;
- If the successful responder receives a cancellation notice from an insurance carrier affording coverage herein, the successful responder agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless the successful responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the state of Minnesota.
- The successful responder is responsible for payment of contract related insurance premiums and deductibles;
- If the successful responder is self-insured, a Certificate of Self-Insurance must be provided to MnDOT;
- The successful responder’s policy(ies) must include legal defense fees in addition to its liability policy limits, with the exception of part d above;
- The successful responder must obtain insurance policies from insurance companies having an “AM BEST” rating of “A minus”, a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the successful responder’s policy limits to satisfy the full policy limits required by the contract.

3. **Right to Terminate.** MnDOT reserves the right to immediately terminate the contract if the successful responder is not in compliance with the insurance requirements, and MnDOT retains all rights to pursue any legal remedies against the successful responder. All insurance policies must be open to inspection by MnDOT and copies of policies must be submitted to MnDOT's Contract Administrator upon written request.
4. **Insurance Certificates.** The successful responder will be required to submit Certificate(s) of Insurance, acceptable to MnDOT, as evidence of meeting the insurance requirements, prior to commencing work under the contract.

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