

Request for Proposals (RFP) Transit Facility Microgrid Feasibility Assessment and Design

RFP # 2023 -915-1

Date of Issue: September 15, 2023

Due: November 13, 2023 at 2:00 pm EST

General Information - BSOOB Transit Smart Grid Transition

The Biddeford-Saco-Old Orchard Beach Transit Committee (BSOOB Transit) is requesting proposals from qualified consultants to conduct an analysis to evaluate the physical and financial feasibility of developing an onsite microgrid. BSOOB Transit was awarded a \$350,000 Strengthening Mobility and Revolutionizing Transportation (SMART) Grant, Phase 1, through the US Department of Transportation. The SMART grant is to be used for planning, environmental review, preliminary engineering and design work, interconnectivity and related microgrid development activities.

The feasibility study will assess multiple configurations for renewable energy generation at the depot, and develop a demonstration plan to leverage Smart Grid technology, on-site energy storage, and high-capacity bus charging equipment to reduce emissions, enhance reliability and mitigate the increased energy demand requirements on the utility grid.

BSOOB Transit currently operates two battery electric buses (BEBs), and is planning for the delivery of two more BEBs in the beginning of 2024. The agency is also advancing a transition plan to operate at least eight BEBs by 2027, which is part of a larger state-wide fleet transition plan developed by the Maine Department of Transportation (MDOT). Charging infrastructure is in place at the Biddeford depot and onroute pantographic charger installation is in final design for the Saco Transportation Center.

The approximately 2-acre property contains an undeveloped section that could be used to build a storage garage or canopy for buses, offer another rooftop for solar panels, and space for on-site storage. The buses are currently parked along the driveway and in a small onsite parking lot. The *Stage 1 Planning and Prototyping Grant* will determine whether erecting a new garage/canopy on the parcel would be a better demonstration project than the project to add solar panels to the roof of the existing building. It is feasible for BSOOB Transit to add solar panels to the existing building roof, and erect a canopy to protect the buses; provide space for on-site renewable energy storage/batteries as well as a roof designed for generating renewable energy.

Overview

BSOOB Transit provides public bus transit services primarily for the City of Biddeford, City of Saco, and the Town of Old Orchard Beach Maine. It operates eight fixed routes, seven days a week with a seasonal trolley service added during summer months. The fleet consists of 21 revenue service vehicles which are serviced and stored at the depot in Biddeford.

BSOOB Transit is funded by Federal Transit Administration (FTA), and State of Maine grants along with municipal contributions, farebox and other revenue sources. BSOOB Transit is seeking proposals from qualified and experienced consultants to do a feasibility study as described in *Scope of Work*. Suggestions for improvements are welcome and must be authorized by BSOOB Transit prior to implementing.

BSOOB Transit is working towards the goal of operating a public transit bus system that significantly reduces negative climate outcomes by way of producing renewable electricity to fuel our electric buses and meet the electrical needs of our buildings. The SMART Grant project will be a demonstration that incorporates the production of renewable energy, on-site storage of energy, and management of our electricity load. The plan aligns with the Maine *Won't Wait Climate Action Plan*¹. Maine is focused on the importance of energy resiliency and addressing problems associated with the climate crisis by decreasing the emissions of greenhouse gases, increasing the storage capacity to integrate renewable energy, and improving fleet fuel efficiency.

The prioritized integration of renewable energy generation will enable BSOOB Transit to operate a transit network that minimizes the use of greenhouse gas emitting energy. This project focuses on developing a strategy for improving the energy production capability of the agency, by means of adding an on-site parking canopy that can generate electricity, and alleviate grid pressure. In addition, electric buses present an opportunity for fuel cost savings. Our active fixed route fleet includes eleven diesel buses, six of which are 2010 or older models.

BSOOB Transit is financed in part through grants from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing those grants, specifically the contract must be in accordance with the guidelines and regulations of the FTA "Third Party Contracting Guidelines", FTA Circular 4220.1F. All resulting contracts will be subject to applicable federal, state, and local laws and regulations. BSOOB Transit is a tax-exempt organization and no such taxes should be included in the proposal or billing. Disadvantaged Business Enterprises are encouraged to respond to this solicitation notice.

Additional information about BSOOB Transit can be found on the BSOOB Transit website: https://bsoobtransit.org/

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¹ See https://www.maine.gov/future/sites/maine.gov.future/files/inline-files/MaineWontWait December2020.pdf

Proposal Details

Schedule

Request For Proposal	September 15, 2023
Site Visit	October 10, 2023
Addendum Requests	October 19, 2023
Intent to Bid Response	November 2, 2023
Proposal Due Date	2:00 PM, EST, November 13, 2023
Proposal Opening	2:00 PM, EST, November 13, 2023
Consultant Interviews	November 27-30, 2023
Contract Award	Within 60 days of Proposal Opening
Preferred Contract Start Date	January 2024
Preferred Contract Completion Date	Summer 2024

Sealed proposals are due by 2:00 pm EST on Monday, November 13, 2023 and may be hand delivered or mailed to BSOOB Transit Office, 13 Pomerleau St., Biddeford, Maine 04005. Proposers are to send proposals electronically to Marianne Walters at Mwalters@bsoobtransit.org with either a request to confirm receipt via email or a "read receipt" attached to the email submission. Proposals will not be accepted via fax.

Interested parties are encouraged to attend the Site Visit scheduled for 9 am October 10, 2023. If you are unable to attend on this date, contact Marianne Walters and an alternate date or time may be arranged.

Pre-award interviews will be held between November 27 and November 30, 2023, as needed. The selection committee reserves the right to make a final selection without an interview.

Please send addendum requests to Marianne Walters at Mwalters@bsoobtransit.org. Addenda must be received by 4:00 pm on October 19th to be considered. All addenda with responses will be posted as they are received on the agency website: bsoobtransit.org under More > "Doing Business with BSOOB Transit (https://bsoobtransit.org/opportunities/rfps/)

Proposal submitters should understand that the submission of a proposal represents an offer that may be accepted in whole by BSOOB Transit. The acceptance of a proposal in whole constitutes the formation of a contract.

A proposal may be withdrawn and/or modified up until the date and time of opening as stated in this RFP. After this date and time, proposals shall be firm and binding and cannot be withdrawn for a period of at least sixty (60) days after submission and with the written consent of BSOOB Transit.

Proposals will not be accepted after the deadline of November 13, 2023 at 2:00 PM, EST.

General Proposal Submission Requirements

- Proposal must be prepared in a clear and concise manner with a cover page identifying the Proposer. Subsequent pages must be numbered.
- Each proposal shall include the legal name of the organization and a statement as to whether or not it is a corporation, or other legal entity.
- A proposal by a corporation shall also give the state of incorporation and all businesses must be licensed to do business in Maine.
- Provide project manager information, including name and contact information, cell phone, email, and office phone.
- Provide the name and contact information for the individual within the organization responsible for contract negotiation. This individual must sign the proposal.
- The contractor may suggest alternatives to the established Scope of Work but may not implement without written authorization by BSOOB Transit.
- The Notice of Intent to Bid, Appendix E, must be submitted by November 2, 2023.
- e BSOOB Transit is subject to Maine's Freedom of Access Act (FOAA). Under this law, BSOOB Transit is required to make public information that we receive in the solicitation of proposals. FOAA does, however have an exception applicable to proprietary information. In the event that you believe that the proposal you submit contains such information, include it in a separate sealed envelope to BSOOB Transit along with your sealed proposal. The outside of this email must be identified as "Proprietary Information/Confidential." Such proprietary information will only be reviewed by BSOOB Transit, and only on a "need to know" basis. BSOOB Transit will not disclose such information to a third party without your consent, unless it determines that such disclosure is required by law. Prior to disclosing such information, BSOOB Transit will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. BSOOB Transit will not be liable to any proposer or any third party for any disclosure of confidential information
- Proposals must include at least two references for similar work done within the past five years.
- Appendices A, D and F must be signed, dated, and submitted with proposal.
- Include Appendix D BSOOB Transit: SMART Grant Microgrid Quote must be competed and submitted with the proposal.
- Davis-Bacon wages apply to this project. The Davis-Bacon and Related Acts apply to contractors
 and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for
 the construction, alteration, or repair (including painting and decorating) of public buildings or
 public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their
 laborers and mechanics employed under the contract no less than the locally prevailing wages
 and fringe benefits for corresponding work on similar projects in the area.
 - State of Maine Wages can be found here:
 - https://www.maine.gov/labor/docs/2023/laborstats/prevailingwage/York/2023/ %20HV%20York%20County.pdf
 - O Information of Davis Bacon for Maine:
 - https://www.maine.gov/mdot/civilrights/docs/davisbacon/Contractors%20guid e%20to%20Davis%20Bacon%20Act%202011.pdf

Scope of Work

The consultants are to prepare a microgrid feasibility study in response to the FTA DOT Phase I SMART Grant award: BSOOB Transit Smart Grid Transition.

The objective of the project is to access the financial and logistical feasibility for renewable energy generation at the depot, and to develop a demonstration plan to leverage Smart Grid technology which includes on-site energy storage and high-capacity bus charging equipment. The microgrid will enable BSOOB Transit to reduce emissions, enhance reliability and mitigate the increased energy demand requirements on the utility grid. The proposed study will evaluate integrated stationary storage, and self-generation to expand the agency's ability to expand the deployment of electric transit buses and provide a cleaner, low-emission public transit service to the community.

Objectives of the Study

- 1. Evaluate the feasibility of onsite energy generation, energy storage, and microgrid technologies for the Biddeford depot location.
- 2. Evaluate how a microgrid would make BSOOB Transit more efficient, enhance resilience, and provide more transit service.
- 3. Analyze demand for electric and zero emissions vehicle charging.
- 4. Access space / land requirements for generation and storage technologies.
- 5. Develop a design energy load profile for full occupancy.
- 6. Recommend vehicle charging infrastructure and technologies as well operational practice for implementation.
- 7. Perform a benefit-cost analysis of the recommended distributed energy resources compared to the current energy system.
- 8. Perform a cost analysis of a microgrid and solar installations.
- 9. Develop a system and site plan for the selected site.
- 10. Estimate construction and maintenance costs of the recommended system.
- 11. Evaluate interconnection requirements and/or constraints.
- 12. Identify workforce development opportunities.
- 13. Develop an implementation plan including cost savings, potential funding sources and financing options.





Pomerleau Street and Driveway Entrance Lot View







BSOOB Depot Location – Potential Canopy location

Budget

The matrix below provides estimated pricing as determined for Phase 1 of the Smart Grant.

SMART Grant Microgrid Feasibility Budget

	Price (\$)	Notes (cost driven assumptions and important elements)
Project Planning	125,000	At this stage, consultants will review the project plan, identify goals and system operational requirements.
Feasibility Analysis	50,000	BSOOB operations will be reviewed to determine how the proposed project will fit-in.
Environmental Review)	5,000	Identify specific environmental filings.
Preliminary Engineering and Design Work	115,000	Provide a high-level system design to meet goals, with evaluation of the value/performance tradeoffs for use in planning. The engineering and design work will identify site and equipment locations suitable for the equipment
Permitting	5,000	
Total Grant Funds Available	350,000	

Evaluation Process

Proposals will be evaluated and ranked on the basis of the following factors and weighted as follows:

Recognition of BSOOB Transit's proposal requirements / completeness of response	10 %
Satisfactory references	10 %
Prior experience, qualifications and company history	15 %
Delivery time / schedule	20 %
Pricing structure	30 %
DBE	5 %
Project Approach	10 %

All aspects of the evaluation of proposals and any discussions and negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. BSOOB Transit reserves the right to request a proposer to provide any missing information and to make corrections. Cost will not be the sole determinant in the selection process. BSOOB Transit wishes to select a contractor that can best demonstrate the capability to provide the desired services with quality and innovation at a competitive rate.

As part of the review and evaluation process, BSOOB Transit may, at its discretion, request any or all proposers to do presentations to provide an opportunity for questions and answers about the proposal.

Assistance by BSOOB Transit

As part of the RFP process, BSOOB Transit provides a scheduled site visit for August 23, 2023 to provide potential contractors with an opportunity to inspect the existing depot site. Existing plans of the property will be available for review at that time.

Compensation

The rates and fees quoted by the proposer are to be good for sixty (60) days from the date of the proposal opening.

Contract Performance

The contractor agrees to bear all costs incurred by BSOOB Transit arising from the failure of the contractor through omission or commission to comply with all Federal, State and local statutes, regulations, ordinances or rules. The contractor further agrees to hold BSOOB Transit harmless and to indemnify BSOOB Transit for these costs as well as all costs of collection, including but not limited to reasonable attorney fees.

If contractor fails to fulfill its obligations under the contract properly and on time, or otherwise violates any provision of the contract, BSOOB Transit may terminate the contract by written notice to the contractor. The notice shall specify the acts of omissions relied on as cause for termination. BSOOB Transit shall pay the contractor a fair, equitable compensation for satisfactory performance prior to receipt of notice of termination less the value of damages caused by contractor's breach. If the damages are more than the compensation payable to the contractor, the contractor will remain liable after termination and BSOOB Transit may collect damages, including costs of collection and reasonable attorney fees.

Equal Opportunity

BSOOB Transit is an equal opportunity employer and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Vendors and contractors or their agents doing business with BSOOB Transit shall not violate the above clause or the Civil Rights Act of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract. See Appendix B.

BSOOB Transit has adopted a Minority Business Enterprise DBE/WBE Program. This program establishes a goal for DBE/WBE participation in BSOOB Transit's total procurements.

Federal Transit Administration Clauses

Federal Transit Administration Clauses relevant to the procurement of services, materials and supplies are hereby incorporated into this specification by reference.

Proposers are required to submit written or printed proposals, signed by a person empowered to make all authorized decisions on behalf of the proposer. A signed proposal is a legal agreement to abide by all listed and applicable Federal clauses. Please submit the signed and authorized agreement in Appendix A with your proposal.

Agency Contact

The purchasing agent at BSOOB Transit will be the contract administrator until the time of award. Changes or additions made by anyone other than the purchasing agent will not be accepted or paid for by BSOOB Transit.

Proposers needing more information than is found in these specifications should contact:

Marianne Walters
Biddeford Saco Old Orchard Beach Transit Committee
13 Pomerleau Street
Biddeford, Me 04005
(207) 571-0617
mwalters@bsoobtransit.org

Proposer Contact

The proposer shall provide a contact with authority to approve addendum requests and acknowledgment of amendments to the original RFP.

BSOOB Transit shall not be responsible for requests made by unauthorized personnel.

Appendix A - Required Federal Transit Administration Clauses

- 1. Article FTA-2. Access to Records, Access to Construction Site, and Maintenance of Records
- 2. Article FTA-3. Buy America, Build America Act
- 3. Article FTA-4. Cargo Preference Act
- 4. Article FTA-5. Employee Protections
- 5. Article FTA-6. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 6. Environmental Standards and Practices:
 - a. Clean Water Act
 - b. Clean Air Act
 - c. Energy Policy and Conservation Act
 - d. Recovered Materials
 - e. Air Pollution and Fuel Economy
- 7. Article FTA-8. Lobbying Restrictions
- 8. Article FTA-10. National Intelligent Transportation Systems Architecture and Standards
- 9. Article FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts
- 10. Article FTA-12. Civil Rights
- 11. Article FTA 13. General Provisions
 - a. Federal Changes
 - b. No Obligation by the Federal Government
 - c. Incorporation of FTA Terms
- 12. Article FTA 14. Disadvantaged Business Enterprise (DBE) with Goal
 - a. Nondiscrimination
 - b. Prompt Payment
 - c. DBE Good Faith Efforts
 - d. Reporting
 - e. Review of Good Faith Efforts
 - f. Administrative Sanctions
- 13. Article FTA-15. Veterans Preference
- 14. Article FTA-16. Executive Order-Special Department of Labor Equal Employment Opportunity for Construction Projects
- 15. Article FTA-17. Intellectual Property Rights
- 16. Article FTA-18 Safe Operation of Motor Vehicles
 - a. Seat Belt Use
 - b. Distracted Driving, Including Text Messaging While Driving
- 17. Article FTA -19. Telecommunications Certification
- 18. Article FTA-20 Resolution of Disputes, Breaches, or Other Litigation
 - a. Notification to FTA; Flow Down Requirement
 - b. Right of Federal Government to Terminate

NOTE: Not all of the above listed clauses are necessarily applicable to this purchase. See BSOOB Transit website for full details(https://bsoobtransit.org/)

Regulations governing purchases such as this may be found in the Code of Federal Regulations, online in 2 CFR Part 200.326 and Appendix II to 2 CFR Part 200 and Master Agreement, Title 5, 49 CFR, 2 CFR Part $180 \& 1200$, and 49 USC		
Acknowledgement of all FTA Clauses regarding BSOOB Transit Bus Wash Installation Project	:	
The proposer must acknowledge the FTA clauses with a signature from an authoriz representative of the firm.	ed	
Company Name		
Printed Name & Title		
Signature		
Date		

Appendix B - Civil Rights Requirements

The following requirements apply to the underlying contract:

- 1. **Nondiscrimination** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. **Equal Employment Opportunity** The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. <u>Age</u> In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. <u>Disabilities</u> In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Appendix C - Disputes and Protests

Disputes

Biddeford Saco Old Orchard Beach Transit Committee will work with firms and vendors to resolve disputes arising from its procurement of goods and services. If such disputes cannot be resolved through negotiation between the vendor and the Executive Director, The Transit Committee may render a decision on the matter.

Nothing in this policy mitigates the right of the vendor to seek legal remedy in a court of competent jurisdiction.

Biddeford Saco Old Orchard Beach Transit Committee may seek the assistance of the grantor agency in resolving disputes.

Protests After Bid Opening/Receipt of Proposals

Any party aggrieved by an award of a contract may protest to Biddeford Saco Old Orchard Beach Transit Committee, in writing, within 7 days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The Chairperson of the Biddeford Saco Old Orchard Beach Transit Committee is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than 30 days after bid opening or the receipt of proposals shall not be considered.

In the absence of a settlement, the Chairperson shall make their decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

The written decision of the Chairperson shall be final, binding, and conclusive on the parties.

Protest should be sent to:

Chairperson Biddeford Saco Old Orchard Beach Transit Committee 13 Pomerleau Street Biddeford, ME 04005

Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that Biddeford, Saco, Old Orchard Beach Transit Committee does not have, or is failing to follow, written protest procedures. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the protester has identified other grounds for appeal to FTA.

Appendix D - BSOOB Transit: SMART Grant Microgrid Quote

Consultant will provide a quote for the feasibility and design of a microgrid.

Budget Item	Price (\$)
Project Planning	
Feasibility Analysis	
Environmental Review	
Preliminary Engineering and Design Work	
Permitting	
Other Items	
Total for Contract	
Authorized by:	
Print name / title:	
Signature	
Date:/2023	

Appendix E

Notice to Submit a Proposal for BSOOB Transit SMART Microgrid Feasibility Study

Consultant:
Will
Will Not
submit a proposal to furnish the above-referenced service.
This request for information is being sent to you and to other service providers to assist us in determining who will be submitting a proposal.
Whether or not you choose to submit a proposal at this time, please return this form if you wish to be retained on our list of bidders.
We are not submitting a proposal, but please keep us on your list of bidders.
You may remove us from your bidders list (NOTE: Firms who do not return this form will be automatically removed from our bidder list.)
Contact Name:
Address:
City/State/Zip:
Telephone:
Email address:
Please return this form immediately upon receipt (by mail or email) to:
Marianne Walters, Grants Program Specialist

Biddeford-Saco-Old Orchard Beach Transit
13 Pomerleau St.
Biddeford, ME 04005

mwalters@bsoobtransit.org

Appendix F: References

Reference 1:	
Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	
Reference 2:	
Name of Organization	
Website Address	

Phone

E-mail

Primary Contact

Reference 3:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	