



NORTH STONINGTON

CONNECTICUT

LEGAL NOTICE

TOWN OF NORTH STONINGTON AND BOARD OF EDUCATION

REQUEST FOR PROPOSALS FOR ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS

ON MUNICIPAL AND SCHOOL FACILITIES

February 25, 2019

The Town of North Stonington and Board of Education, Connecticut (together referred to as the "Town") seek proposals from solar development companies (each a "Proposer") to design, build, own, operate, and maintain rooftop solar photovoltaic systems ("Systems") at the Town's eligible municipal and school facilities under a competitive Solar Power Purchase Agreement ("PPA").

The Request for Proposals ("RFP") is available electronically and may be obtained via email by contacting Paul Michaud, Esq. at nstonington@solar-rfp.com. It is the Proposer's responsibility to be aware of any updates or addendums to the RFP. If the Proposer has received a copy of the RFP indirectly, an email request to be added to the RFP distribution list should be sent to Paul Michaud, Esq. at Michaud Law Group LLC at nstonington@solar-rfp.com.

Michaud Law Group LLC ("Michaud Law Group") and CSW LLC d/b/a CSW Energy ("CSW") are administering this RFP on behalf of the Town. Proposers shall submit their proposals in the following format: one (1) original, two (2) hard copies, and two (2) electronic copies on a flash drive. Proposals must be received by Michaud Law Group LLC, Attention: Paul R. Michaud, Esq., 28 Pocotopaug Drive, East Hampton, Connecticut 06424 via U.S. Mail, Fed Ex, UPS, etc. no later than **March 25, 2019**. Proposals received after the submission date may be considered at the sole discretion of the Town.

The Town reserves the right to amend or terminate this RFP, accept or reject any proposals, waive any informalities or non-material deficiencies in a proposal, and selection the proposal to a Proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests. The Town's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the Town's sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

Any contracts shall be preceded by a Notice of Selection and thereafter be contingent and non-binding until all approvals are received from applicable regulatory agencies and town authorities, which may include, but are not limited to the town and applicable planning boards, Department of Energy and Environmental Protection, Public Utilities Regulatory Authority, Connecticut Siting Council, and successful execution of the Power Purchase Agreement, and all other pertinent written contracts in connection with the RFP ("Pertinent Contracts").

END OF LEGAL NOTICE



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REQUEST FOR PROPOSALS FOR ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS
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February 25, 2019

I. INTRODUCTION:

The Town of North Stonington and Board of Education, Connecticut (together referred to as the “Town”) seek proposals from solar development companies (each a “Proposer”) to design, build, own, operate, and maintain rooftop solar photovoltaic systems (“Systems”) at the Town’s eligible municipal and school facilities under a competitive Solar Power Purchase Agreement (“PPA”). This document contains key dates, system specifications, scope of work, submittal guidelines, qualification parameters, legal requirements, and exhibits that make up the entirety of the Request for Proposals (“RFP”).

A. Key Dates:

Monday - February 25, 2019	RFP Release
Wednesday - March 6, 2019	Non-mandatory Site Visit: Meet at Old Town Hall, 40 Main Street, North Stonington, CT 06359 at 10:00 AM
Tuesday - February 26 through Friday - March 15, 2019	Q&A Period
Friday - March 15, 2019	Q&A Responses from the Town Due
Monday - March 25, 2019	Proposals Due: (Due by 5:00 p.m. via U.S. Mail, Fed Ex, UPS, or similar carrier only – DO NOT HAND DELIVER)
Monday - April 1, 2019	Selection of the Winning Proposer/Preliminary Notice of Selection
Within 30 days from the date of Selection/Preliminary Notice of Selection	Solar PPA and other pertinent customer off-taker agreements executed by the parties

B. Site Locations - Table 1:

Facility	Address
New High School / Middle School Addition	297 Norwich-Westerly Rd, North Stonington, CT 06359
Emergency Services Building	25 Rocky Hollow Rd, North Stonington, CT 06359
North Stonington Elementary School	311 Norwich-Westerly Rd, North Stonington, CT 06359
Former Wheeler High School / Middle School (Now Administration Building)	298 Norwich-Westerly Rd, North Stonington, CT 06359
New High School / Middle School Renovated Wing	297 Norwich-Westerly Rd, North Stonington, CT 06359

Please refer to Exhibit G.01 for a key plan showing the overall facility layout and conceptual design identifying the areas suitable for System installation. These layouts and additional documents such as roof plans for renovated facilities are available on an FTP server. This information will be made available to those who attend the Mandatory Site Visit.

C. System Sizing and ZRECs:

ZRECs have been secured for two of the four facilities within the RFP as shown in Table 2 below and each with a term of 15 years. The System design shall maximize the energy output based on the secured ZREC system sizes. The two ZRECs will be reassigned to the selected Proposer, who will post a new performance assurance to Eversource. The existing performance assurance will be returned to CSW. This reassignment will occur immediately following PPA execution. The selected proposer shall be responsible for securing ZRECs for each of the two remaining sites. PPA pricing shall reflect the ZREC values shown in the table below.

D. Construction Schedule:

Anticipated construction start dates for the projects are included in the Table 2 below. The selected Proposer shall select a ZREC Delivery Term Start Date that corresponds with the anticipated System construction start dates.

Table 2: Site Specific ZREC Information

	G.02	G.03	G.04	G.05	G.06
Site	New School / Middle School Addition	Emergency Services Building	North Stonington Elementary School	Old Wheeler School (Now Admin)	New High / Middle School Renovated Wing
ZREC Status	Secured	Secured	To Be Secured by Awarded Proposer	To Be Secured by Awarded Proposer	To Be Secured by Awarded Proposer
ZREC Size (kW-AC)	100	50	100 (Anticipated)	100 (Anticipated)	100 (Anticipated)
ZREC Type	Small	Small	Small (Anticipated)	Small (Anticipated)	Small (Anticipated)
ZREC Value	\$99.42	\$99.42	\$95 (Anticipated)	\$95 (Anticipated)	\$95 (Anticipated)
ZREC Delivery Term Start Date	April 1, 2019	April 1, 2019	Unsecured	Unsecured	Unsecured
Effective On-Peak Rate (\$/kWh)	\$0.10328	\$0.10328	\$0.10328	\$0.10328	\$0.10328
Construction Start Date	Summer 2019	Immediately	Spring 2020	Summer 2020	Summer 2020

E. Subcontractors:

The use of subcontractors such as third-party engineers and installation partners by the selected Proposer is acceptable. However, the selected Proposer is responsible for the entirety of the contract performance. The Town reserves the right to approve all subcontractors. All personnel of the selected Proposer including those of the subcontractors will be subject to a background check at the expense of the Proposer. Below is a scope of design and construction work that falls under the responsibility of the Proposer. This list is not intended to be exhaustive.

F. System Design & Permits:

The selected Proposer shall develop a fully engineered System compliant with all applicable building and electrical codes, zoning regulations, and utility company interconnection requirements. The selected Proposer is responsible for acquiring all necessary permits from governing agencies, and for payment of associated fees. The selected Proposer is responsible for all tasks and fees associated with interconnection this includes but is not limited to applications and studies.

G. Electrical Interconnection & DAS:

The electrical plans must identify the point of interconnection and the method for connecting the Systems into the existing electrical service equipment of each school. Include details and specifications on modules, inverters, data acquisition

system (“DAS”), balance of system electrical components, labeling and wire management protocols. At a minimum the DAS must allow for remote performance monitoring, include a weather station that monitors irradiance, ambient and cell temperatures. A monitor must be installed in the lobby of each facility to display production. Access to historical and live production data must be granted to the Town’s facility manager.

H. Structural:

A structural analysis must be performed to quantify the available capacity of the roof to support the installation of the System. The structural analysis shall be used to develop a fully engineering racking design for mounting of the solar modules.

I. Construction:

The selected Proposer shall supply all equipment, materials, and labor necessary to install turnkey operational Systems. Proposer is responsible for establishing a staging area, coordinating material delivery, storage and site security. All work shall be performed by tradesmen holding adequate licensing. Below is a scope of construction work that falls under the responsibility of the Proposer. This list is not intended to be exhaustive.

J. Mechanical Installation:

Proposer is responsible for installation and, assembly of racking components, mechanical attachments, and mounting of modules. Any active roof warranties must remain in effect after the installation of the Systems. Coordination and communication with the roofing manufacturers as well as fees associated with any required roof inspection necessary to secure an overburden waiver are the responsibility of the selected Proposer.

K. Electrical Installation:

Furnish a complete and operational electrical system. This includes mounting and wiring equipment such as modules, inverters, combiner boxes, panelboards, disconnect switches and meters. Review location of any equipment to be mounted inside or on the building exterior with the facility manager prior to start of work. Interconnect each system into the appropriate existing electrical service equipment. Electrical service shutdowns required for interconnection of the projects shall be scheduled to have minimal impact on the facility’s operation. A proposed shutdown schedule must be provided to the facility manager for approval prior to start of work. Shutdowns may be required outside of normal business hours.

L. Commissioning:

The selected Proposer is responsible for commissioning of the project to confirm installation is in accordance with construction documents and compliant with all applicable building codes. Performance testing of the system shall be done to validate generation is consistent with production modeling. The selected Proposer shall review commissioning procedures and associated schedule with facility manager. Upon completion of commissioning the selected Proposer shall hand

over a commissioning report that includes testing results, As-Built drawings and product data sheets.

M. Utility Coordination, System Testing, and Approval to Energize:

The selected Proposer is responsible for all utility coordination, testing requirements and associated fees necessary to achieve approval to energize and an executed interconnection agreement.

N. Operations and Maintenance:

The PPA must include an Operations & Maintenance (“O&M”) provision for the term of the PPA. This shall include an annual preventative maintenance to inspect the mechanical and electrical components of the Systems. It shall also cover full time monitoring of the system, quarterly reporting, diagnostic, troubleshooting, equipment replacement, materials and labor necessary for the system to meet the performance guarantees.

II. PROPOSAL REQUIREMENTS:

A. General:

The proposals shall include full, accurate, and complete information. The Proposer may include any additional information other than outlined below if it demonstrates qualifications. Proposals submitted in response to this RFP shall include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

B. Proposer Qualifications:

This section shall include a company overview and relevant experience. The company overview shall include at a minimum the number of employees, the office locations, and an outline of operational assets showing project quantity and aggregate system sizes by system type (rooftop, ground mount, carport). Highlight key personnel and subcontractors who will be assigned to this project. Describe their respective experiences and skills with the development, engineering and installation of commercial and municipal projects. Describe how this experience is relevant to the projects outlined in the RFP. Highlight the relevant licenses and certifications held by these key personnel. For subcontractors provide name and contact information. This may include professional engineers, site contractors, roofing contractors and electrical contractors. Provide track record of actual annual generation relative to projected generation within the Proposer’s operational assets. Outline approach Proposer takes to insure the installed Systems meets the projected generation values.

C. Project Portfolio and References:

Proposals should include a list and description of at least three (3) similar projects that the Proposer has completed within the last three (3) calendar years. These projects will act as the Proposer’s references. Include the client name, contact person, telephone number and email address.

D. Statement on Proposers Financial Strength:

Proposals should include sufficient and current information indicating the Proposer's financial strength including balance sheet, working capital and liquid assets sufficient to complete the Project successfully.

E. Project Scope and Schedule:

Include a general scope of the work the Proposer intends to provide upon selection and execution of a PPA. The scope narrative shall outline all major tasks and milestones necessary to design, permit, coordinate with utility company, mobilize, construct and commission the project. Proposals should include a complete project schedule indicating major project milestones and durations. This should include the method and frequency of reporting project status to the Town, CSW and Michaud Law Group.

F. System Design and Equipment:

Proposals shall provide a design layout for each System, including the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt and system size kW-AC and kW-DC. Proposals shall provide specified equipment manufacturer data sheets and warranties, pricing, etc. All solar modules, racking systems, inverters, monitoring and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment and are UL Listed. The Proposal Form in Exhibit D must be completed and returned with any proposals.

G. System Generation Details and Reports:

Proposals shall provide details about the estimated kWh-AC to be generated by the Systems, including all necessary assumptions, for example: Insolation (or sunlight availability), maintenance down time, soiling losses, shading losses, efficiency losses, AC losses, etc. Copies of PVSyst, Helioscope or other industry standard reports used to estimate production for each proposed solar system design should be included with the proposal.

H. Operations and Maintenance (“O&M”):

Provide name and relative experience of the company that will be tasked with O&M of the system over the course of the 20-year PPA. Outline the overall O&M strategy for both preventative and reactive maintenance and include insurance and warranty provisions for the solar equipment. Proposals must describe the customer service approach that will be implemented by the selected Proposer upon completion of the installation. How does the Proposer intend to keep the Town updated on the performance of the system, and how does it handle concerns the Town may raise?

I. PPA Price, Firm Price, and Savings Table:

Proposals must provide a firm fixed PPA rate (price per kWh) with a 0% escalator

for each System. Proposals must include a table outlining the annual production of the System and associated savings over the 20-year term of the PPA. PROPOSER UNDERSTANDS AND AGREES THAT ALL PRICE PROPOSALS ARE FIRM AND CANNOT BE CHANGED IF THE PROPOSER IS SELECTED UNDER THIS RFP. ANY ATTEMPT BY THE SELECTED PROPOSER TO INCREASE A PRICE PROPOSAL AFTER SELECTION WILL RESULT IN DISQUALIFICATION OF THE PROPOSER AND REVOCATION OF THE PROPOSER SELECTION UNDER THIS RFP. The table shall compare the effective utility rate at each facility against the proposed PPA rate. The savings table shall reflect an annual utility rate escalator of 2.5%, and an annual solar production degradation of 0.5%. Submit a table for each System, and a table that combines generation and savings for all Systems combined. The PPA rate shall reflect the ZREC values shown in Table 2. If the Proposer wishes to show a projected savings from a reduction in utility company demand (kW) charges then it shall be stated separately from the PPA price per kWh savings. The demand savings shall reflect Eversource Rate 30 distribution class. The offered PPA price per kWh shall also be listed in Exhibit D.

J. Performance Guarantee:

Proposals must provide a performance guarantee or a percentage of guaranteed annual production for each system based on their calculated production acceptable to the Town.

K. PPA Termination Values and System Buy-Out:

The Town will not pay any termination value to a Proposer in the event the Town chooses to terminate the PPA for cause or for circumstances outside the control of the Town prior to System installation. In addition, the Town requests Proposers to disclose the termination costs and fair market value (“FMV”) during the term of the PPA in the event the Town chooses to terminate the PPA for any reason or chooses to purchase the System at FMV. Each Proposer shall complete a PPA Termination Value and FMV Table for each alternative pricing structure that it wishes to submit to the Town for consideration. Termination values and FMV should not exceed 115% of the cost to construct the System and the Town reserves the right to reject any or all proposals that propose termination values and FMV that at any time during the term of the PPA are above this benchmark.

L. Appendix:

All required exhibits of the RFP shall be executed and included in this section. The Proposer may also use this section to provide supplemental information relevant to their proposal package. This may include, but is not limited to, resumes, reference, proposed site layouts, product data sheets, project schedules, production model, sample production reports, sample PPA bill and photos of relevant projects.

III. MISCELLANEOUS:

A. Michaud Law Group and CSW, LLC – RFP Fee Agreement:

By signing the RFP Fee Agreement Form in Exhibit E of this RFP, the Proposer, if selected under this RFP, agrees to pay the Michaud Law Group LLC an RFP Fee in the amount of \$0.05 (five cents) per watt and CSW LLC an RFP Fee in the amount of \$0.07 (seven cents) per watt for each watt of installed DC capacity of the System or Systems. This payment compensates Michaud Law Group LLC and CSW LLC for their considerable time and resources committed at no charge to the Town for assisting the Town with this RFP. The RFP Fee payment schedule shall be as follows: 20% at PPA execution; 50% at Commencement of Construction; and 30% at Mechanical Completion. FAILURE TO PAY THE RFP FEE IN A TIMELY MANNER SHALL DISQUALIFY THE SELECTED PROPOSER FROM THIS RFP AND/OR CONSTITUTE AN EVENT OF DEFAULT UNDER THE PPA.

B. Advertising:

The selected Proposer shall not name the Town, Michaud Law Group, or CSW in its advertising, news releases, or promotional efforts without the Town's, Michaud Law Group's or CSW's prior written approval. Any permission to do so granted by the Town, Michaud Law Group, or CSW to the selected Proposer shall not be deemed to be a statement about the quality of the selected Proposers' work or the Town's, MLG's or CSW's endorsement of the selected Proposer.

C. Cost for Preparing and Ownership of Proposals:

The costs incurred by the Proposers in developing their proposals are their sole responsibility, and the Town, Michaud Law Group, and CSW shall have no liability for such cost. All proposals submitted shall become the Town's property and will not be returned to the Proposers.

D. Freedom of Information Act:

The Proposer acknowledged by submitting a proposal that all documents shall become public record upon delivery to the Town. All information submitted in a Proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Proposer's responses may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information. If the Town receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the FOI Commission.

E. Insurance:

Insurance coverage is a requirement for the work outlined in the RFP. The selected Proposer shall at its own expense obtain and hold coverage at the minimum listed limits for the entirety of the project duration. This insurance must cover the contractor and all of its agents, employees, consultants and any other Proposers associated with the scope of services outlined in this RFP. A certificate of insurance shall be provided to the Town 5 days before execution of the PPA and shall name Town and the Board of Education as additional insured on a primary and noncontributory basis to the commercial general liability insurance policy holder. All insurance policies shall be written with insurance carriers approved by the Town and licensed to do business in the State of Connecticut. Coverage shall be procured from a company or companies with an A.M./Best rating of A-(VII) or better.

- a. Worker's Compensation Insurance:
 - a. Statutory Coverage;
 - b. Employer's Liability;
 - c. \$500,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee.
- b. Commercial General Liability:
- c. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Operations;
- d. Limits of Liability for Bodily Injury and Building Damage; Each Occurrence \$1,000,000; Aggregate \$2,000,000;
- e. A Waiver of Subrogation shall be provided;
- f. Coverage will continue three years after the completion of the Project.
- g. Automobile Insurance: Including all owned, hired, borrowed and non-owned vehicles; Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000.
- h. Umbrella Liability Insurance: Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

F. Compliance with Immigration Laws:

By submitting a proposal, each Proposer confirms that it has complied, and during the term of the Solar PPA will comply, with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the PPA will always be authorized for employment in the

United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the Solar PPA and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the Solar PPA.

G. Hold Harmless:

The selected Proposer shall defend, indemnify, and hold harmless the Town, Michaud Law Group, and CSW and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, selections, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Proposer or any of its subcontractors. The selected Proposer shall also be required to pay all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the selected Proposer's obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the Solar PPA. In addition, Each Proposer shall submit a complete the Proposer's Hold Harmless Agreement that is attached to this RFP in Exhibit C.

H. Initial Disclosure Form:

Each Proposer shall submit a completed Initial Disclosure Form that is attached to this RFP in Exhibit A.

I. Non-Collusion Bidding Certificate:

Each Proposer shall submit a completed Proposer's Non-Collusion Bidding Certificate that is attached to this RFP in Exhibit B.

J. Nonresident Real Property Contractors:

If the selected Proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The selected Proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the selected Proposer's activities under the Contract. The selected Proposer shall also be required to pay all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the selected Proposer's obligations under this section, whether a lawsuit or other proceeding is commenced, which

obligations shall survive the termination or expiration of the Contract.

K. Preferences:

The selected Proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the selected Proposer agrees that in the employment of labor to perform the work under the Solar PPA, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county where the Town is located for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

L. Workers Compensation:

Prior to Contract execution, the Town will require the tentative selected Proposer to provide 1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative selected Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

M. Safety and Background Checks:

The selected Proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the PPA has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the PPA. All personnel of the selected Proposer including those of their subcontractors may be subject to a background check at the expense of the Proposer.

N. Property Taxes:

To the extent allowed under Connecticut law, the Town will provide a property tax exemption for the Systems to be constructed on the sites. The Town expects that all proposals received will reflect the cost savings from the property tax exemption.

O. Legal Status:

If a Proposer is a foreign corporation, Limited Liability Company or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The Town may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

P. Presumption of Proposer's Full Knowledge:

Each Proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A Proposer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each Proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a proposal, each Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the Town's objectives. The Proposer declares that they have examined the work site, carefully considered all elements of the project and the environment in which the services will be provided. The Proposer is satisfied with the conditions and requirements and understand that a submission of a proposal removes their right to plead any misunderstanding.

Q. Proposer Responsibility:

The Proposer understands and agrees that by submitting a proposal they are fully responsible for all necessary materials, machinery, implements, tools, labor, services, permits, variances, licenses and any other items required to perform the work under the given conditions, and to carry out the contract to completion.

IV. SELECTION CRITERIA & SELECTION:

A. Proposal Opening and Review:

All Proposals will be opened and analyzed by the Town, Michaud Law Group, and CSW. Michaud Law Group and CSW will provide a recommendation and ranking of the proposals to the Town. The Town will ultimately select the winning proposal or proposals and execute a PPA.

B. Proposal Selection:

The Town will select a proposal that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. This list of criteria is not intended to be exhaustive, and the Town may assess Proposers based on unlisted items. The Town may reject any proposal despite compliance with these criteria if it is determined to be in the best interest of the Town. Due to the complexity of the Systems and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based upon lowest energy pricing alone. The Town will use the following criteria, among others, in evaluating proposals:

1. Submission of a complete proposal consistent with RFP criteria
2. PPA price and savings projections
3. 20-year annual production estimates (kWh)
4. 20-year operations and maintenance strategy
5. Performance guarantee and associated penalty payment

6. Proposers qualifications, relevant experience with municipalities
7. Equipment proposed for the Systems
8. Proposers familiarity with the Connecticut ZREC program
9. Proposed project approach and schedule
10. Experience of team including subcontractors
11. Proposers commitment and ability to ensure timely success
12. References

C. Proposal Disqualification:

The Town will not select any proposal from a Proposer that is in arrears or in default to the Town regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

D. Preliminary Selection:

The Town will select the proposal that it deems to be in the Town's best interests and issue a Preliminary Notice of Selection to Proposer. The selection may be subject to further discussions with the Proposer. The making of a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary selection at any time and for any reason. A Proposer has rights, and the Town has obligations, only if agreements, if any, are executed by the Town and a Proposer, and only to the extent of the obligations set out in such related agreements. Neither this RFP nor any actions taken by the Town, Michaud Law Group, or CSW shall create any obligation toward any Proposer.

F. Non-Circumvent:

By submitting a proposal in response to this RFP, Proposer expressly agrees not to seek to develop any solar PV projects with the Town outside of this RFP proposal or future RFPs with the Town.

G. PPA Execution Deadline:

The selected Proposer and the Town must successfully negotiate and execute the PPA within thirty (30) days of the Proposer being selected by the Town. If this does not happen, Proposer acknowledges and agrees that, unless time for execution of the PPA is extended by the Town in its sole discretion, the Town may enter PPA discussions with another Proposer under this RFP.

EXHIBIT A

INITIAL DISCLOSURE FORM

Exceptions to the RFP and Model PPA (please check the one that applies)

This proposal does not take exception to any requirement of the RFP, including but not only any of the terms of the Model PPA that is a part of this RFP.

This proposal takes exception to requirements of the RFP including the Model PPA. The specific exceptions are listed in a separate attachment.

State Debarment List

Is the Proposer on the State of Connecticut's Debarment List?

Yes

No

Occupational Safety and Health Law Violations

Has the Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes

No

If "yes," attach a sheet fully describing each such matter.

Criminal Proceedings

Has the Proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

Yes

No

If "yes," attach a sheet fully describing each such matter.

Ethics and Offenses in Public Projects or Contracts

Has the Proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

___ Yes

___ No

If "yes," attach a sheet fully describing each such matter.

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

* The signatory must be an authorized representative of the Proposer with full power and authority to execute this Disclosure Form.

EXHIBIT B

NON-COLLUSION PROPOSER CERTIFICATE

The undersigned Proposer acknowledges and agrees that the attached response and offer submitted by Proposer is submitted in connection with the proposal to provide Town with a Power Purchase Agreement (“PPA”). By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit, a bid for restricting competition.

In compliance with this invitation for proposals, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as Exhibit C.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

Subscribed and sworn to before me
this ___ day of _____, 2019

Notary Public

This form must be signed and returned with bid.

EXHIBIT C

TOWN PROPOSER HOLD HARMLESS AGREEMENT

_____ (“Proposer”) hereby agrees that it will indemnify and save harmless the Town and Board of Education of North Stonington, Michaud Law Group and CSW from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of North Stonington or Michaud Law Group or CSW by reason of any omission or act of the Proposer, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of North Stonington and/or Michaud Law Group and/or CSW in defending any suit, including attorneys’ fees. Furthermore, at the option of the Town of North Stonington and/or Michaud Law Group and/or CSW, the Proposer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

Subscribed and sworn to before me
this __ day of _____, 2019

Notary Public

This form must be signed and returned with bid.

EXHIBIT D
SYSTEM INFORMATION

Facility Name: _____

Solar Module:

Manufacturer: _____

Model: _____

Quantity: _____

Solar Inverter:

Manufacturer: _____

Model: _____

Quantity: _____

Racking/Mounting System: _____

Data Acquisition System (Monitoring): _____

	Cost	\$/Watt (DC)
Solar Modules:	\$ _____	\$ _____
Solar Inverters:	\$ _____	\$ _____
Solar Racking:	\$ _____	\$ _____
Remaining Equipment:	\$ _____	\$ _____
Engineering & Permitting:	\$ _____	\$ _____
Construction & Installation:	\$ _____	\$ _____
Operations & Maintenance:	\$ _____	\$ _____
RFP FEE:	\$ _____	\$.12
TOTAL:	\$ _____	\$ _____

System Size: kW (AC) _____ kW (DC) _____

System annual production: kWh _____

System Capacity Factor: _____ %

Proposed PPA Price - Escalator 0% \$/kWh _____

EXHIBIT E

RFP FEE AGREEMENT

For good and valuable consideration, Proposer acknowledges and agrees as follows:

- A. Proposer, if selected under this RFP, agrees to pay Michaud Law Group LLC (“Michaud Law Group”) an RFP Fee of \$0.05 (five cents) and CSW LLC d/b/a CSW Energy (“CSW”) an RFP Fee of \$0.07 (seven cents) per watt for each watt of installed DC capacity of the System or Systems installed for the Town of North Stonington and Board of Education, Connecticut (together referred to as the “Town”) under this RFP.
- B. The RFP Fee payment compensates Michaud Law Group and CSW for their considerable time and resources committed at no charge to the Town for assisting the Town with this RFP.
- C. The RFP Fee payment schedule is in accordance with the following milestones: 20% at PPA execution; 50% at Commencement of Construction; and 30% at Mechanical Completion. All RFP Fee payments must be made within 10 days of the milestone completion.
- D. Failure to pay the RFP Fee in a timely manner shall constitute an event of default under the PPA.
- E. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer amends the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with the proposal, Proposer will be automatically disqualified from this RFP.

By signing below, Proposer agrees to all terms and conditions of this RFP Fee Agreement.

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): _____

Proposer Company: _____

Date: _____

EXHIBIT F

EXHIBIT NOT USED

EXHIBIT G

Layouts

G.01 - Site Overview

G.02 - New High School / Middle School Addition

G.03 - Emergency Services Building

G.04 - North Stonington Elementary School

G.05 - Old Wheeler School (Now Admin)

G.06 - New High / Middle School Renovated Wing



NORTH STONINGTON RFP
 OVERVIEW PLAN OF ALL SITES
 NORTH STONINGTON, CT 06359

SPECIFICATIONS

- 2 SMALL ZRECS SECURED (150 kW)
- 3 SMALL ZRECS UNSECURED (300 kW ANTICIPATED)

CSW ENERGY
 20 CHURCH STREET
 HARTFORD, CT 06103



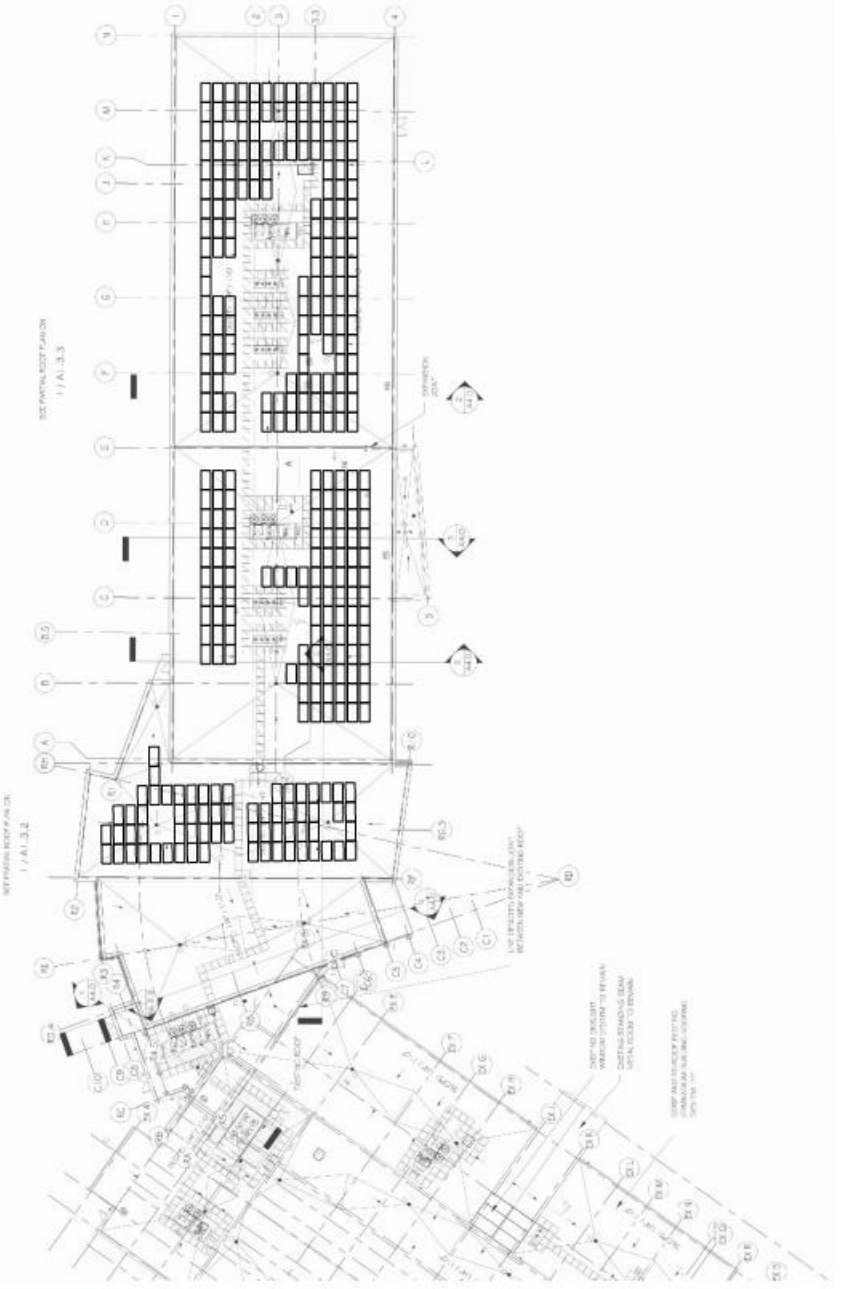
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SCALE: 1" = 300'

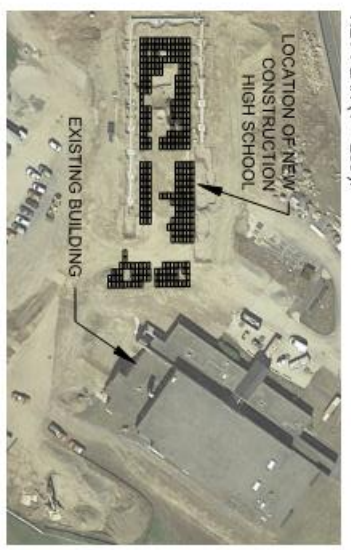
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EXHIBIT

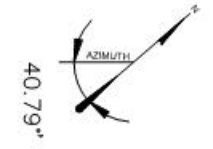
G.01



SCALE: 1/64" = 1'



KEY PLAN (1" = 200')



NEW HIGH SCHOOL / MIDDLE SCHOOL ADDITION
 297 NORWICH-WESTERLY ROAD
 NORTH STONINGTON, CT 06359

SPECIFICATIONS
 SMALL ZREC SECURED
 100 kW-AC

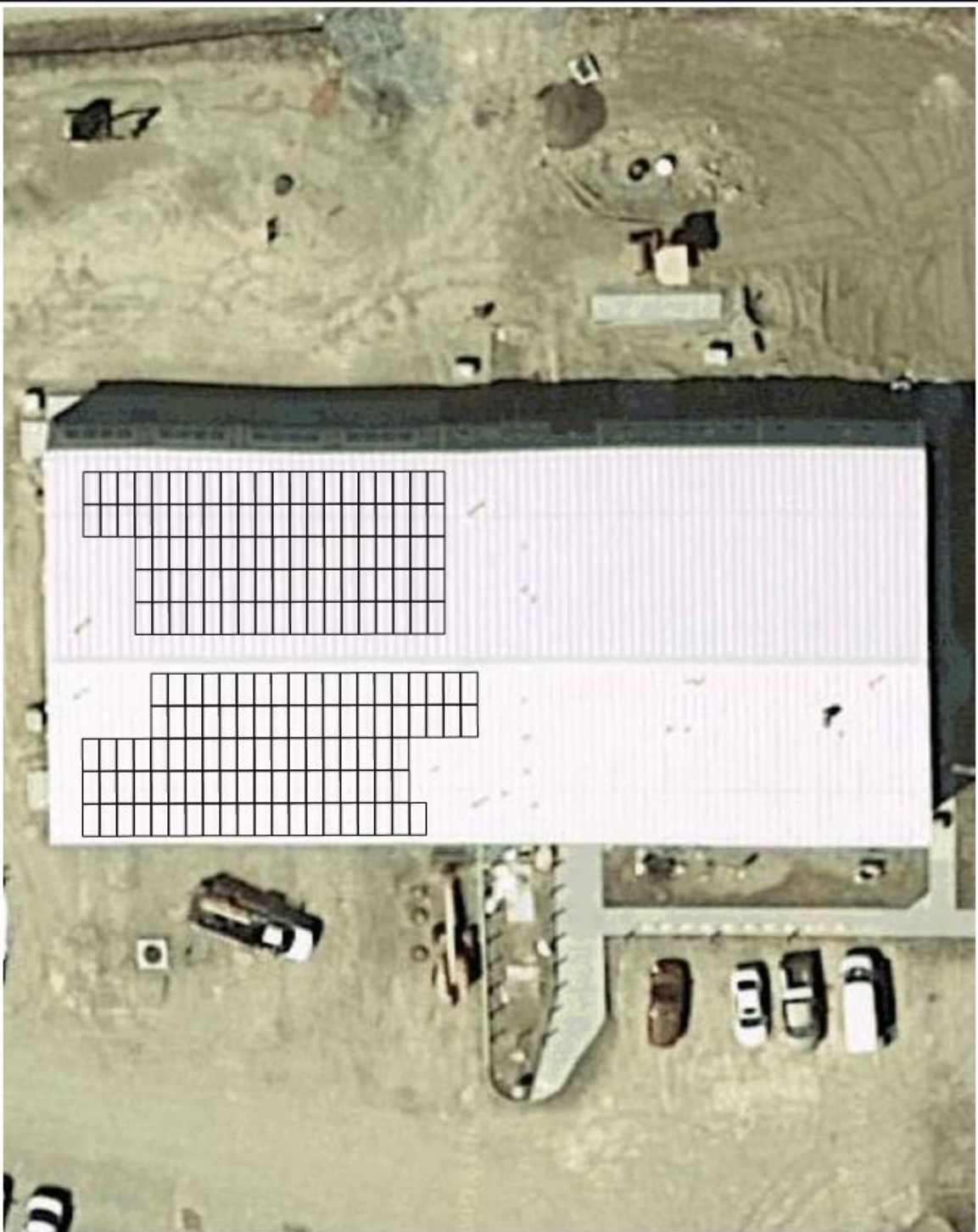
CSW ENERGY
 20 CHURCH STREET
 HARTFORD, CT 06103



8.5" X 11" SIZE PAGE	
SCALE:	AS NOTED
DATE:	12 FEBRUARY 2019

EXHIBIT

G.02



EMERGENCY SERVICES
 BUILDING
 25 ROCKY HOLLOW ROAD
 NORTH STONINGTON, CT 06359

SPECIFICATIONS
 SMALL ZREC SECURED
 50 KW-AC

CSW ENERGY
 20 CHURCH STREET
 HARTFORD, CT 06103



8.5" X 11" SIZE PAGE

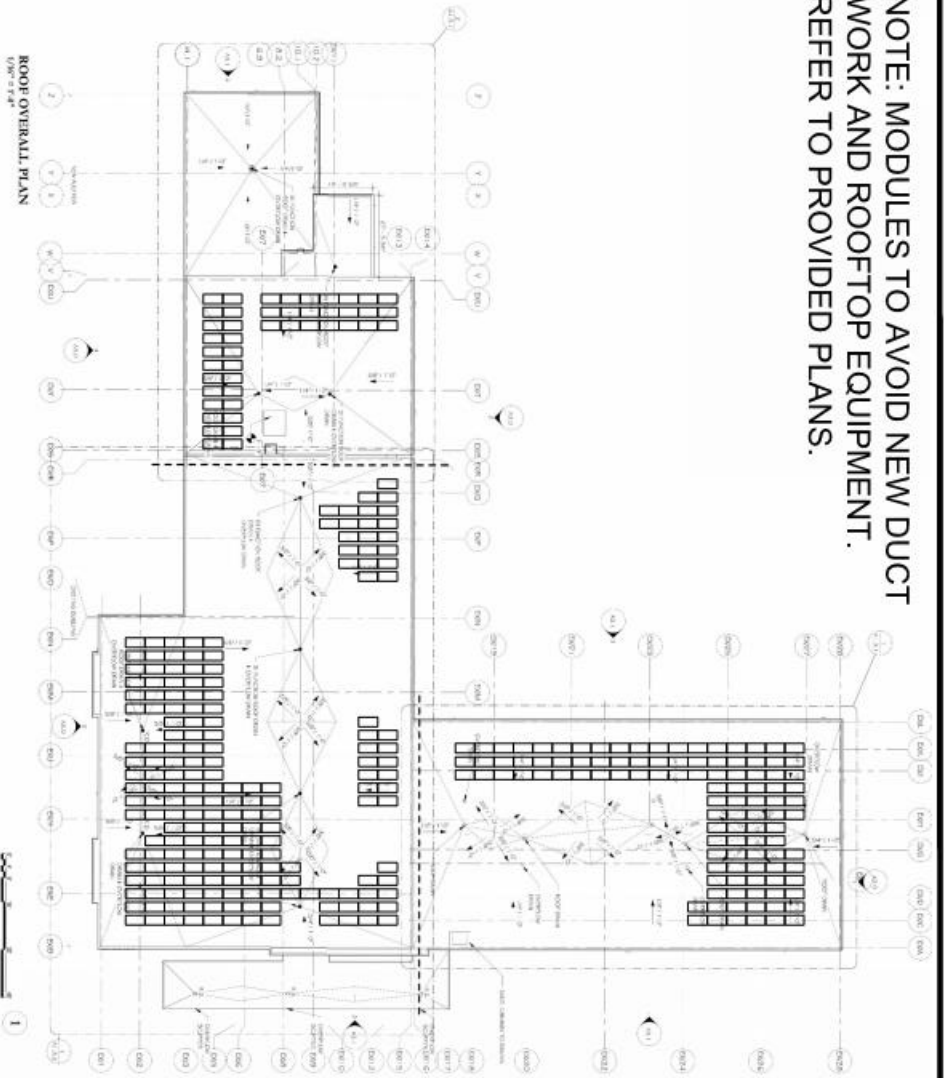
SCALE: 1/32" = 1'

DATE: 12 FEBRUARY 2019

EXHIBIT

G.03

NOTE: MODULES TO AVOID NEW DUCT WORK AND ROOFTOP EQUIPMENT. REFER TO PROVIDED PLANS.



SCALE: 1/8" = 1'

ELEMENTARY SCHOOL
 311 NORWICH-WESTERLY RD
 NORTH STONINGTON, CT 06359

SPECIFICATIONS
 SMALL ZREC UNSECURED
 100 KW-AC (ANTICIPATED)

CSW ENERGY
 20 CHURCH STREET
 HARTFORD, CT 06103



8.5" X 11" SIZE PAGE

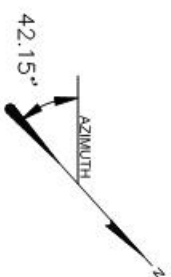
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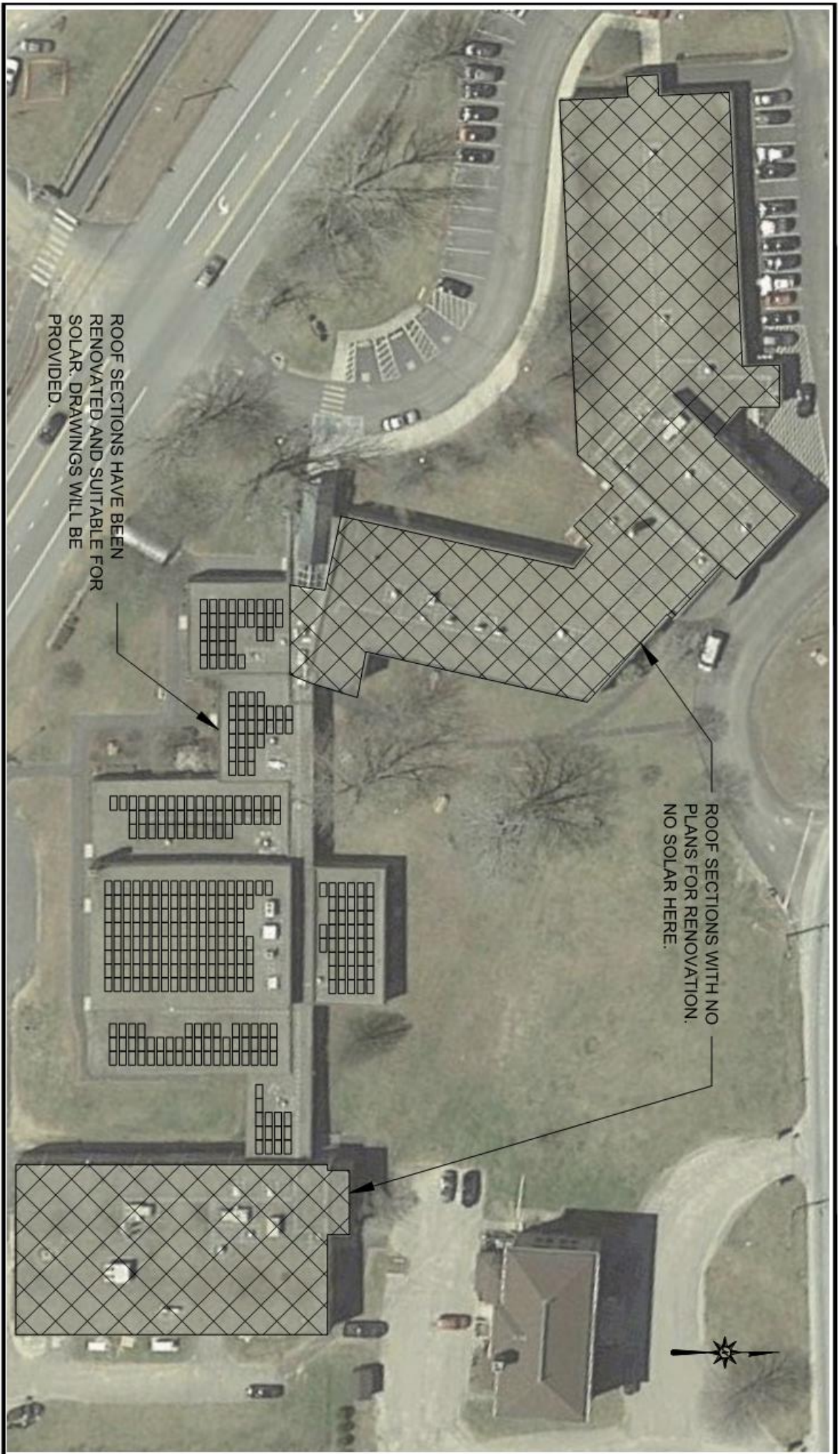
DATE: 14 FEBRUARY 2019

EXHIBIT

G.04

KEY PLAN (1" = 100')





ROOF SECTIONS WITH NO PLANS FOR RENOVATION. NO SOLAR HERE.

ROOF SECTIONS HAVE BEEN RENOVATED AND SUITABLE FOR SOLAR. DRAWINGS WILL BE PROVIDED.

SPECIFICATIONS

SMALL ZREC UNSECURED
100 kW-AC (ANTICIPATED)

FORMER WHEELER SCHOOL
(NOW ADMIN BLDG)
298 NORWICH-WESTERLY RD
NORTH STONINGTON, CT 06359

CSW ENERGY
20 CHURCH STREET
HARTFORD, CT 06103



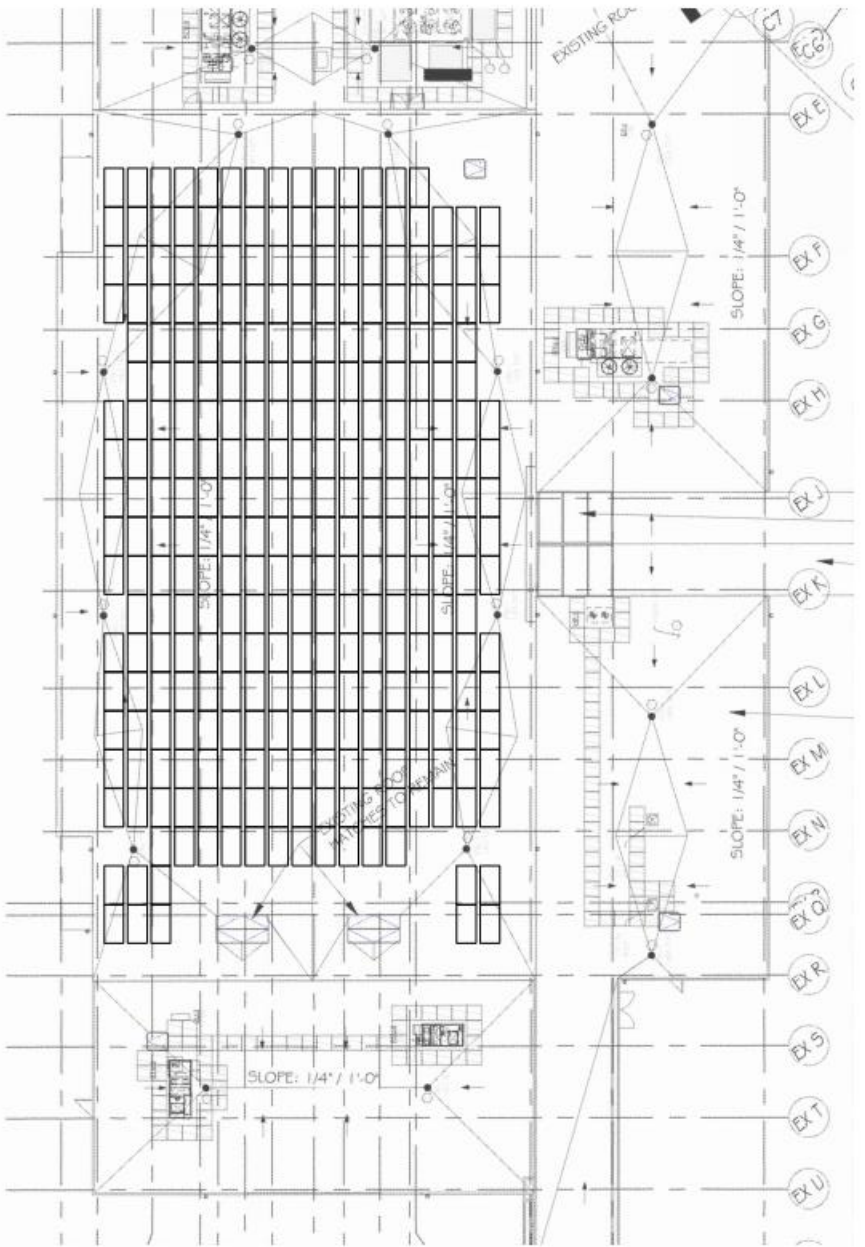
8.5" X 11" SIZE PAGE

SCALE: 1/8" = 1'

DATE: 14 FEBRUARY 2019

EXHIBIT

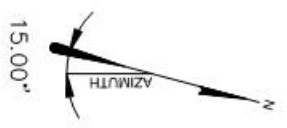
G.05



SCALE: 1/32" = 1'



KEY PLAN (1" = 150')



**NEW HIGH SCHOOL / MIDDLE SCHOOL
RENOVATED WING**
297 NORWICH-WESTERLY RD
NORTH STONINGTON, CT 06359

SPECIFICATIONS
SMALL ZREC UNSECURED
100 KW-AC (ANTICIPATED)

CSW ENERGY
20 CHURCH STREET
HARTFORD, CT 06103



8.5" X 11" SIZE PAGE

SCALE: AS NOTED

DATE: 14 FEBRUARY 2019

EXHIBIT

G.06

END OF RFP