

CITY OF WEST HAVEN, CONNECTICUT

REQUESTS FOR PROPOSALS

RFP # 2020-07

PHOTOVOLTAIC SOLAR ARRAY & POWER PURCHASE AGREEMENT

1. INTENT AND GENERAL INFORMATION

The City of West Haven (WH), Connecticut is issuing this Request for Proposal (RFP) to obtain electricity derived from roof and/or ground-mounted, photovoltaic (PV) solar arrays at various addresses in the City. WH wishes to solicit bids for the purchase of solar-generated electricity under a long-term Power Purchase Agreement (PPA) and/or Land Lease Agreement.

The locations of each facility are listed below:

- Carrigan Intermediate School; 2 Tetlow Street (PPA, behind-the-meter)
- Bailey Middle School; 106 Morgan Lane (PPA, behind-the-meter)
- CNA Preparatory School; 255 Meloy Road (Land Lease)

2. GENERAL REQUIREMENTS

Prospective firms must attend a mandatory site visit at 3:00 pm on March 2, 2020. We will meet in the lobby of Carrigan Intermediate School. Structural drawings and site plans will be provided upon request.

Prospective firms must respond thoroughly to the requirements of this RFP. The Proposal shall be a part of the Contract resulting from this RFP. Prospective firms are cautioned not to make claims or statements to which they are not prepared to commit contractually.

The City of West Haven reserves the rights to: amend or terminate this Request for Proposal; accept all or any part of a proposal; reject any or all proposals, in whole or in part; waive any technical defects, informalities or non-material deficiencies in a proposal; and award the proposal, in whole or in part, including accepting a proposal or part of a proposal, that, in its judgment, will be in the City of West Haven's best interests.

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or City of West Haven.

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin, or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin, or age. Findings of noncompliance

with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

All terms, conditions, requirements, and procedures included in this RFP must be met for a response to be acceptable. If a Proposer fails to meet any material terms, condition, requirement of procedure, its response may be deemed unresponsive and disqualified.

3. BID ADMINISTRATOR CONTACT:

Adam Teff
TitanGen General Manager
750 Main Street
Hartford, CT 06103
860-965-2884
ATeff@TitanEnergyNE.com

4. EXPECTED DURATION OF CONTRACT SERVICES

Any contract resulting from this RFP is expected to terminate upon buyout or removal of the solar array.

5. RFP TIMELINE

All proposals must be received in the Office of the Director of Finance located at 355 Main Street, West Haven, CT, 3rd floor, by **12:00 pm EST, March 23rd 2020**. One original and two copies of the proposal shall be submitted. RFPs will be open and the name of each vendor who submitted a proposal will be read aloud. The opening of RFPs will take place in the office of the finance director at 355 Main Street, West Haven, CT at noon, 12:00 pm EST on March 23, 2020.

Advertisement/RFP Available	February 25, 2020
Mandatory Site Visit	3:00 pm, March 2, 2020
Deadline for Written Inquiries	3:00 pm, March 9, 2020
Responses Posted Online	March 13, 2020
Submission Deadline for Proposals	March 23, 2020
Notification of Contingent Award	April 1, 2020 (tentative)
Implementation of Services	Summer 2020 (Carrigan, CNA), Summer 2021 (Bailey)

6. USE OF SUBCONTRACTORS

The Proposer must identify any subcontractors that will be used on this project and describe the contractual arrangement that will exist with all subcontractors. The Proposer will be considered the prime Contractor and will be fully responsible for the performance of all services, including the quality and timeliness of work performed by the subcontractor.

7. NO GUARANTEE OF PURCHASE

WH makes no guarantee, either expressed or implied, that any purchases will take place from any Contract or Agreement resulting from this RFP. Any statement made regarding past expenditures or estimated expenditures are for informational purposes only, and are not binding on WH.

8. INQUIRIES

Proposers may submit written questions concerning this RFP to the bid administrator no later than the date specified in the RFP Timeline. All inquiries must be emailed to ATeff@TitanEnergyNE.com. Written inquiries received after the deadline for written inquiries will not be considered. Copies of questions and responses thereto will be distributed electronically via email no later than the date specified in the RFP Timeline.

9. ADDENDA TO RFP

If it becomes necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its Provisions, an addendum will be circulated electronically to all active bidders.

WH intends to adhere to the schedule and dates specified in the RFP Timeline. However, if it is necessary, due to revisions made to this RFP, the proposal due date and all subsequent dates may be extended with notice of such changes posted on the WH website.

10. PROPOSAL PREPARATION COSTS

Proposers must bear all cost associated with their proposals including preparation, copying, postage, and delivery costs. WH will not be responsible for any costs or expenses incurred by Proposers responding to this RFP.

11. BID ADMINISTRATIVE FEE

Proposers must include an additional \$.12/watt (DC) to the project cost as a form of compensation to the bid administrator. WH will not be responsible for any costs or expenses incurred by Proposers responding to this RFP that may relate to bid administrator fees. Please see Exhibit A for the Fee Agreement.

12. CANCELLATION OF SOLICITATION

WH retains the right to cancel this Solicitation at any time prior to the execution and approval of a Contract. If this Solicitation is canceled, all Proposals received in response to this RFP will be rejected. All proposal preparation costs remain the responsibility of the Proposer.

13. RETURN OF PROPOSALS

WH shall be under no obligation to return any proposals or materials submitted by a Proposer in response to this RFP.

14. Z-REC STATUS

Bidders are instructed to use \$90 medium Z-REC values and are expected to submit for the Z-REC on the district's behalf.

PROCUREMENT SCOPE

A. PURPOSE

The purpose of this project is for WH to (1) obtain electricity derived from a roof-mounted, PV solar array at the designated locations and to obtain prices for the purchase of the solar-generated electricity under a long-term PPA and (2) receive a lease payment for the exclusive rights to build, own and operate a grid-connected solar array on City-owned land.

B. SCOPE OF WORK

It is the intent of WH to enter into a solar PPA and/or Lease Agreement with the successful Proposer for a term of twenty-five years or less, although longer terms may be considered. The city of WH shall pay no upfront costs related to the development of the solar PV system arising from this RFP.

The successful Proposer shall provide fully managed photovoltaic services that include, but are not limited to, securing the necessary labor, services, equipment, permits, and approvals to develop a fully operational PV systems. The Proposer will then commission, own, monitor, operate, and maintain the system after installation until buyout or removal.

EVALUATION OF PROPOSALS AND CONTRACT AWARD

The following criteria will be used, without limitation, in determining the successful Proposer:

1. The Proposer's technical understanding of the services to be provided, its purpose and scope as evidenced by the quality of the proposal submitted.
2. The background and experience of the Proposer in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed.
3. The specific background, education, qualifications and relevant experience of the individuals designated to provide services.
4. Commitment to WH's timetable for the services to be rendered.
5. Location of the Proposer's service office(s).
6. Competitiveness of proposed fees, although WH is not bound to select the Proposer who proposes the lowest fee for services WH reserves the right to negotiate fees with the selected Proposer or to accept the proposal which is in the best interest of WH.
7. The Proposer's responsiveness and compliance with the RFP requirements and conditions.
8. A review of references from other Connecticut-based municipal clients as provided in the Proposal submitted.
9. Preference will be given to Land Lease proposers with "shovel-ready" projects, as defined by executed, corresponding agreements with third-parties.

Proposals in response to this RFP will be reviewed against the criteria listed above, and an award of contract shall be made in accordance with standard purchasing procedures.

MISCELLANEOUS REQUIREMENTS

1. **INSURANCE**

The selected Proposer shall be required to furnish a certificate of insurance as proof of the following insurance coverages within 10 (ten) days of receipt of Notice of Selection. Insurance shall be provided by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-/VIII, or better. WH must approve any and all exceptions. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain 30 (thirty) day notice of cancellation. All renewal certificates shall be furnished at least 30 (thirty) days prior to policy expiration.

INSURANCE REQUIREMENTS

- A. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
\$2,000,000 each occurrence if blasting is required
\$2,000,000 general aggregate with dedicated limits per project site
\$2,000,000 products and completed operations aggregate
\$1,000,000 personal and advertising injury

- B. Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall. Waiver of subrogation in favor of West Haven shall apply.

- C. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

Waiver of subrogation in favor of West Haven shall apply.

- D. Workers' Compensation: The contractor will maintain statutory workers' compensation and employer's liability insurance. Waiver of subrogation in favor of West Haven shall apply.

Minimum Limits: Workers' Compensation: statutory limit
Employer Liability: \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

- E. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, and Employer Liability section of the Workers Compensation coverage. **WH shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$3,000,000 per occurrence/\$3,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- F. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act:	\$1,000,000
Annual Aggregate	\$1,000,000

WH shall be included as additional insureds on the commercial general liability, commercial auto liability and umbrella/excess liability coverage. Contractor coverage shall be primary and non-contributory.

Cancellation of insurance or other termination of insurance policies required without immediate replacement thereof may be considered a default in the terms and conditions of any such agreement WH may choose to enter in the future. The Proposer agrees that such default may be cured by procurement of insurance by WH on behalf of Proposer, as the Proposer's expense, at WH's option.

Indemnification/Hold Harmless Agreement/Waiver of Subrogation

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, WH's officers, agents and employees harmless from and against all liability, claims, loss, fines, damage to person and property, judgments and expenses, including attorney fees, that arise from or are alleged to arise from the performance of this Agreement, and the negligence or willful misconduct of Contractor and any of its employees and agents, unless such claim is determined to be the result of the sole negligence or willful misconduct of WH's officers, agents or employees. This indemnification provision shall survive termination of this agreement.

The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against the WH. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

2. BOND REQUIREMENT:

1. The Contractor shall provide a bid bond in the amount of \$5,000 to Owner submitted with the Proposal.

2. The Contractor shall deliver payment and performance bonds to Owner within ten (10) days of execution of acceptance of its proposal, and shall be in the amount equal to the value the construction.
3. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Connecticut and acceptable to the Owner. The surety or sureties must have a rating of A-/VIII or higher as registered with the A.M. Best Company Bond Rating Service. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.
4. Each bond shall be accompanied by a valid Power-of-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

3. TERMINATION

WH may terminate the services of the Proposer after sixty days written notice without penalty if the district in its sole discretion feels that the Proposer has failed to satisfactorily meet the terms under the contract.

FORMAT FOR PROPOSALS

Outside of Sealed Envelope

RFP Project Title Title. PHOTOVOLTAIC SOLAR ARRAY & POWER PURCHASE AGREEMENT
RFP Project # 2020-07

TITLE PAGE

RFP Project Title. PHOTOVOLTAIC SOLAR ARRAY & POWER PURCHASE AGREEMENT
RFP Project # 2020-07
Name of proposing firm
Address and telephone number of proposing firm
Name and title of contact person
Date of submission

Please provide a *Table of Contents* after the Title page giving a clear identification by section and by page number. Such sections will be those identified below.

A. COMPANY OVERVIEW

Describe your firm and, if applicable, associated partners and subcontractors. Include names and contact information for all personnel responsible for project development and deployment and for all individuals responsible for negotiation and contract provision sign-off. Include resumes for key personnel.

B. FINANCIAL QUALIFICATIONS

A statement of Financial Qualifications is required, fully describing the financing plan. It should include biographies of the team member(s) involved, and information detailing your

track record for no less than your past five projects. WH is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

C. PAST PROJECT DEVELOPMENT

A project development track record that includes a minimum of three individual Connecticut municipalities is required including relevant contact information of the clients that can be used for references. A comprehensive listing of all awarded projects in the past two years should be included with sufficient information that will allow WH to understand the developers' nature, disposition, size, and status.

D. PLANS & SPECIFICATIONS

As part of your response, we request detailed plans of the roof-mounted, solar array that could be installed at the various sites. The developer must include a plan/diagram that depicts the layout of the array. The developer must specify system equipment to be installed, including, but not limited to panels, inverters, racking systems, etc. The developer must indicate whether the system proposes any roof penetrations and the historic success/failure ratio for such system. Plans must include annual production estimates and relevant guarantees for each year in the PPA term.

E. SCHEDULE

Respondents must include a proposed project development schedule. Schedules should present milestone dates which reflect an understanding of the local permits and approvals required. Local understanding will be considered in selection.

F. PRICING & CONTRACT

PPA must demonstrate a cost savings on energy purchased and have no upfront cost. Respondents are strongly encouraged to demonstrate savings as they relate to both usage and if applicable, delivery. A sample contract must be included.

G. PROPOSAL SIGNATURE PAGE

Refer to Attached Sample

PROPOSAL SIGNATURE PAGE

An officer of the firm duly authorized to bind the firm to the proposal submitted must sign all proposals. Responses to all sections of this proposal must be completed where appropriate and included in the sealed package submitted to the Superintendent. Failure to properly sign the proposal and include all required information may result in the rejection of the proposal.

The information in this proposal and all attachments hereto is true and correct, and the officer signing below is duly authorized to bind this firm to such proposal.

Signed this _____ day of _____, 201_____.

By: _____

Name of Officer: _____

Title of Officer: _____

Name and Address of Firm:

Exhibit A

Proposer acknowledges and agrees to the following payment terms:

- A. Proposer, if selected under this RFP, agrees to pay TitanGen, LLC the RFP Fee in accordance with the terms set forth within the RFP. For the avoidance of doubt, the specific amount will be equal to the number of installed watts (DC multiplied by \$.12).
- B. The RFP Fee payment schedule shall be as follows: 10% within ten days of the PPA execution date; 20% within 10 days of Commencement of Construction of the System; and 70% within 10 days of receiving Permission to Interconnect from Eversource Energy.
- C. Failure to pay the RFP Fee in a timely manner shall constitute an event of default and shall disqualify the selected Proposer from this RFP.
- D. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

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

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): _____

Proposer Company: _____

Date: _____