

Town of North Haven

REQUEST FOR QUALIFICATIONS OF
and PROPOSALS FROM SOLAR
ENERGY DEVELOPERS

Legal Notice
Request for Qualifications and Proposals
Town of North Haven

The Town of North Haven requests that sealed qualification packages and separately sealed proposals be submitted by qualified firms interested in providing solar energy to the Town at the North Haven Middle School.

RFQ/P #15-32___DUE: June 3, 2015 10:00 AM
Memorial Town Hall - Attn: Edward J. Swinkoski, Director of Finance and Administration, 18 Church Street, North Haven, CT 06473

INFORMATION & INQUIRIES

Within each envelope or package, the respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the statement of qualifications and proposal on behalf of the respondent.

Within a sealed envelope within the outer package, respondent shall enclose three (3) hard copies and one (1) original copy. The sealed envelope shall be marked with the respondent's company *name*, and plainly marked in the lower left hand corner: "Response to Solar Energy Developer RFQ/P #15-32 North Haven Middle School."

All inquiries should be directed to Edward J. Swinkoski at Swinkoski.Edward@town.north-haven.ct.us in writing by no later than May 27, 2015. Oral inquiries are prohibited.

All sealed qualification packages and proposals will be accepted at the Town of North Haven Attn: Finance Department until **10:00 a.m., June 3, 2015** and will be opened at that time and date. No oral, telephonic, emailed, or faxed submissions shall be considered or accepted.

Information concerning the North Haven Middle School construction project may be obtained from the Town of North Haven website at <http://www.town.north-haven.ct.us> or accessed from the State Department of Administrative Services' website. All qualified and interested parties (hereinafter referred to as proposer, bidder, respondent, contractor or supplier) are invited to submit Qualifications and Proposals under the terms and conditions set forth in the RFQ/P.

This RFQ/P is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer. The Town of North Haven reserves the right to waive and or reject any informalities or defects in any qualification package, proposal, and amendments to the RFQ/P. Withdrawal of statement of qualifications or proposals after the time set for submission of qualifications and proposal will not be permitted.

PROPOSAL PROCESS

The Town of North Haven, CT is issuing this Request for Qualifications and Proposals ("**RFQ/P**") to solicit statements of qualifications and proposals from solar energy developers to:

- Finance, Design, Construct, Operate and Maintain solar photovoltaic energy systems on the North Haven Middle School, and
- Furnish the Town of North Haven with solar-generated electricity produced by the System.

Responses must be submitted in a sealed outer package addressed to:
Edward J. Swinkoski, Director of Finance and Administration, Town of North Haven, Memorial Town Hall, 18 Church Street, North Haven, CT 06473

No later than 10:00 am on June 3, 2015.

All inquiries should be directed to Edward J. Swinkoski at Swinkoski.Edward@town.north-haven.ct.us in writing by no later than May 27, 2015. Oral inquiries are prohibited.

It is the respondent's responsibility to check prior to the RFQ/P deadline for any updates or changes issued to the RFQ/P.

SCHEDULE

TOWN OF NORTH HAVEN, CT	
Town of North Haven — RFQ/P Issued for Solar Energy Developer	May 20, 2015
Questions Due to the Town	May 27, 2015
Responses to Questions/Addenda Issued by the Town	May 29, 2015
SOQs and Proposals Due to the Town	June 3, 2015 @ 10:00 AM
Anticipated Selection of Most Qualified Respondent	June 8, 2015

INFORMATION FOR QUALIFICATION PACKAGE

Addenda and Interpretations

No interpretations of any documents will be made orally.

All inquiries should be directed to Edward J. Swinkoski at Swinkoski.Edward@town.north-haven.ct.us in writing by no later than May 27, 2015. Oral inquiries are prohibited.

Disqualification of Firms

No more than one qualification package from an individual, firm, partnership, corporation, or an association under the same or different names will be considered. Reasonable grounds for believing that any firm is interested in more than one proposal for the work contemplated will cause the rejection of all qualification packages in which such firm is interested. Any or all qualification packages in which such firm is interested will be rejected if there is reason for believing that collusion exists among the firms; and all participants in such collusion will be disqualified from consideration for future qualification packages for the same work. No qualification package will be deemed responsive except that of a competent firm deemed by the Town to be capable of performing the work contemplated.

Preparation of Qualification Package and Proposal

The qualification package must be submitted upon the form contained herein. The blank spaces in the form must be filled in correctly where indicated. The Firm shall sign the form correctly. The form must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the mailing address of the firm, partnership, or corporation.

Each qualification package (3 hard copies and 1 original) must be submitted in a sealed envelope bearing on the outside the name of the Firm, the Firm's address, and name of the project for which the package is submitted. Within each envelope or package, the respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the statement of qualifications on behalf of the respondent. If forwarded by mail, the sealed envelope containing the Statement of Qualifications and Proposal must be in enclosed in another envelope addressed to: Town of North Haven, Finance Department, 18 Church Street, North Haven, CT 06473, Attn.: Edward J. Swinkoski.

Irregular Qualification Package/Proposal

The Town of North Haven reserves the right to reject any qualification package or proposal if the Town deems there to be any omission, alteration of form, irregularities, additions not called for, or conditions.

Withdrawal of Qualification Package/Proposal

If a Firm wishes to withdraw its qualification package and proposal, it may do so before the time fixed for the opening of package by communicating its withdrawal to the Town of North Haven's Director of Finance and Administration in writing. Upon receipt of such notice, the qualification package and proposal will be made

available unopened to the Firm at the Finance Department in the Town of North Haven's Memorial Town Hall.

Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The respondent shall familiarize itself with current regulations of applicable taxing authorities. The tax on materials or supplies exempted by such regulations shall not be included as part of the qualification package. Upon request, the Owner will furnish the successful Firm a sales tax exemption letter.

Collusion

By offering a submission to this RFQ/P the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Complete Appendix A and submit with proposal.

Compliance with Federal, State and Local Regulations

The Firm shall be responsible for full compliance with any Federal, State and/or Local laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency.

Right to Reject

The Town of North Haven reserves the right to reject any, or any part of, or all qualification packages and proposals; to waive informalities, irregularities, defects and/or technicalities, and, if it so chooses in its sole discretion, to accept the qualification package which the Town deems to be in the best interest of the Town.

Respondent must have demonstrated ZREC experience on schools sites in Connecticut.

GENERAL TERMS AND CONDITIONS

- (1) Evaluation of Responses. It is the responsibility of each respondent to provide information, evidence or exhibits that clearly demonstrate the respondent's ability to satisfactorily respond to project requirements and the factors listed within this RFQ/P. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Town deems appropriate. The Town reserves the right to request or obtain additional information about any and all responses.

Upon selection of the preferred respondent, the Town will enter into negotiation of a Power Purchase Agreement (PPA) contract ("the *contract*"). If the Town and the most qualified respondent are unable, within thirty (30) days following the Town's notice of commencement of negotiations with a respondent (or such longer period of time as the Town may deem appropriate), to negotiate a satisfactory contract with that respondent at a price the Town determines to be fair, competitive, and reasonable, the Town may select another from the list of respondents.

The Town may cancel this procurement when it determines that cancellation serves the best interests of the public. The Town may reject, in whole or in part, any and all planned or proposed project measures, when it determines that rejection serves the best interests of the public.

- (2) Statement of Qualifications. The statement of qualifications must consist of the following:
 - (a) Letter of transmittal, signed by an individual authorized to bind the respondent, certifying that the respondent will, if selected to negotiate the contract with the Town, be prepared to promptly and actively participate in such negotiations.
 - (b) Certification that the respondent, if ultimately awarded a contract, will complete all work required within due dates or the time periods needed.
- (3) Contract Requirements. The statement of qualifications must demonstrate the respondent's willingness and ability to comply with the following expected contract requirements:
 - (a) The selected Bidder(s) shall be required to provide the Town with proof of insurance submitted to the Town as stipulated in the Section of Proposal Requirements section D.
 - (b) Prevailing Wages. To the extent applicable, compliance with Connecticut "prevailing wage" laws.
 - (c) *Indemnification.* The contract will require that the contractor hold harmless, defend and indemnify the Town of North Haven and its officers, agents and employees against all claims, demands, actions and suits (including all

attorneys' fees and costs) brought against any of them arising from the contractor's work or any subcontractor's work under the contract.

- (d) *Compliance with Laws.* The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.
- (4) Submission of a statement of qualifications shall be conclusive evidence that the respondent has read and become familiar with all the conditions of this procurement.
- (5) Selected Bidder shall coordinate its work, in all material respects, with the Town and the Town's Construction Manager, Architect and Owner's Representative for the North Haven Middle School Renovate as New plus New Academic Addition construction project.

PURPOSE

The Town of North Haven desires to purchase from the selected respondent all of the electricity generated by the System for a period of time up to a twenty (20) years (the "Term"). The selected respondent will own the System and will be responsible for financing, designing, engineering, permitting, installing/constructing, testing, operating and maintaining of the System.

SCOPE OF WORK TO BE ADDRESSED

Project Elements. The selected respondent and the Town will enter into negotiations of a Power Purchase Agreement (PPA), pursuant to which the developer will: (a) obtain from the Town the right to install, operate and maintain the System on the Premises, and (b) sell electric power generated by the System to the Town.

The selected respondent will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., Virtual Net Metering - if applicable, building permits).

Role of the Town. To facilitate the development of the Project, it is expected that the Contract will require The Town to:

- (a) Provide reasonable access to the Premises to obtain data (whether required or reasonably requested by the contractor);
- (b) Grant to the contractor sufficient access and occupancy rights to allow the selected respondent to undertake the Project at the Premises;
- (c) Provide access for the installation, maintenance, and ongoing operation of the System;
- (d) To the extent reasonable and appropriate, provide information to the contractor to assist the contractor in securing any remaining permits for the Project, including but not limited to local board approvals; and

- (e) Cooperate with the contractor to the extent reasonable and appropriate on remaining issues with respect to access, construction and interconnection.

PROPOSAL REQUIREMENTS

Contents should include:

- (a) Transmittal Letter. Each proposer's response should include a transmittal letter signed by a party authorized to make a formal bid on behalf of the proposer. The letter shall clearly indicate that the proposer has carefully read all the provisions in the RFQ/P and should include a brief overview of the respondent's proposal.

- (b) Qualifications.

Company Profile:

- a. Year founded and number of continuous years in business. Status (private or Publicly- held). Minimum of 5-years in business is required.
- b. Corporate Office location

- (c) Licensing:

- a. Provide a list of all relevant State-Specific Contracting Licenses held, including classification and number. (Developer & Sub-Contractors)
- b. List any Electrical, Structural and/or Mechanical Engineering Licenses held by firm members, including classification and number. (Developer & Sub-Contractors)

- (d) Insurance. Before execution of the Contract, the Proposer will be required to file with the Town a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town and the Board of Education of the Town as additional insureds.

- a. Workmen's Compensation Insurance: With respect to all operations the Firm performs and all those performed for it by subcontractors, the Firm shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.
- b. Firm's Public Liability and Property Damage Insurance: With respect to the Project operations the Firm performs and also those performed for it by subcontractors, the Firm shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$3,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$4,000,000 for all damages during the policy period. Completed operations coverage shall also be provided by the firm.

- c. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of \$500,000 combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.
- d. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town of North Haven by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.
- e. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town of North Haven against all damages, even if groundless.
- f. Compensation: There shall be no direct compensation allowed the Firm on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

(e) Hold Harmless & Indemnification. The Town does not waive its right to subrogation. The contractor, all subcontractors and suppliers shall at all times indemnify, defend and hold harmless the Town and Board of Education, their respective officers, agents, and/or employees against any and all claims, demands, damages, losses, judgments, costs, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death), damage to the property, or any damages resulting from breach of contract that alleged to have been sustained.

The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town for damages to the property caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

(f) Project Team:

- a. Team leader identification for the entire proposal, including full contact information.
- b. Identification of each business entity, person or firm involved in the proposal and their role (design, installation, permitting, equipment supply by component, operations and maintenance, etc.)
- c. Resumes of personnel directly involved with the development of the proposed systems.

(g) Capital Finance Structure/Financial Stability:

- a. Provide a list of five (5) past solar PV systems that had ZREC winning bid installed by your company and operating under a Power Purchase Agreement (PPA), including the number of wks. per project, length of contract and project name.
- b. Provide evidence that your firm has the ability to secure financing for the total installed cost of the system proposed in response to this RFQ.

(h) Past Project Completion - Solar Project Experience

- a. List the total capacity (in kW DC) of operational solar electric installations completed by your company to date.
- b. List the total capacity (in kW DC) of operational solar electric installations to be completed by end of 2014.
- c. Evidence of incorporating "renewable energy" into elementary educational curriculum.
- d. List of previously installed/bid module technologies including Brand, module rating and technology type (crystalline, thin-film, etc.). If your company has any proprietary and/or exclusive corporate affiliation to any materials, equipment, or manufacturers related to the Work, please states those relationships.

(i) Connecticut Project Development Track Record (ZREC's Awarded)

- a. List of all projects for which your company has received a ZREC award in 2012, 2013, 2014 or 2015 in either the medium or large tranche. List should include Capacity AC, date of ZREC award, date of ZREC contract and date that building permit was issued - if applicable.

(j) Reference.

- a. A minimum of 3 completed projects in Connecticut must be listed, including at least one municipal project in Connecticut. For each, please provide the following information:
 - System Size (kW DC)
 - Host Customer's and/or Owner's name with contact person's name, email, address, phone number
 - Location
 - Date Completed
 - Indicate if the installation was for multiple sites.
 - Any other installation-specific information that may be relevant

(k) Proposed Solar PV System

- a. System Components: Include brief descriptions of the main components (at a Minimum - modules, inverters and ballasted mounting systems) that will be utilized. Specification sheets for any proposed technologies are encouraged.
- b. Schedule: Include a Preliminary Project Implementation Schedule that accounts for milestones in the Design, Construction and Closeout Stages. Milestones should include (at a minimum).
 - Award & Contract Negotiation
 - Engineering
 - Design
 - Construction
 - Permitting
 - System Commissioning (Energizing)
 - Delivery of Closeout Documentation
- c. Proposed savings based on current kWh rate of .0707.

(l) System Performance Monitoring, Warranty and Service (O&M)

- a. Monitoring Solution: Indicate if and how you provide system performance monitoring via a data acquisition system (DAS). Provide a detailed description of your DAS system and provide a detailed description of the end-user interface.
- b. Warranties: Describe any warranties associated with the install, including full system coverage and/or warranties associated with individual components.
- c. Operations & Maintenance Services: The Proposer will provide Operation & Maintenance (O&M) services for the full term of the Solar Power Purchase Agreement. Please describe the proposed O&M procedures for the system, detailing duties performed and if the contract will be maintained with the Proposer or a third- party provider. Please name the key personnel in charge of handling O&M services.

MINIMUM EVALUATION CRITERIA

At a minimum, respondents shall meet the following requirements:

- (a) timely submit a statement of qualifications and proposal;
- (b) Provide a copy of the appropriate licenses, accreditations, and the like required by federal, state, and/or local authorities with respect to the services contemplated by this RFQ/P;
- (c) A statement that the respondent is not debarred suspended or otherwise prohibited from practice by any federal, state, or local agency; and
- (d) Correctly follow and fully satisfy all other terms and conditions of this RFQ/P to the satisfaction of the Town.

REFERENCES & SOLAR PV SYSTEMS

(To be submitted with Qualification Statement — attach additional pages as necessary)

Please include references for similar consulting services provided for at least five (5) clients in the past five (5) years (attach any other client references if desired). **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

CLIENT 1:

Organization Name & Address: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Description: _____

CLIENT 2:

Organization Name & Address: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Description: _____

CLIENT 3:

Organization Name & Address: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Description: _____

CLIENT 4:

Organization Name & Address: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Description: _____

CLIENT 5:

Organization Name & Address: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Description: _____

QUALIFICATION PACKAGE FORM

Qualification package of _____
(hereinafter called "Firm"), organized and existing under the laws of the State
of _____, doing business as _____

To the Town of North Haven (hereinafter called the "Owner").

*Insert "a corporation," "a partnership," or "an individual" as applicable.

In compliance with your Request for Qualification, Firm hereby proposes to perform
all work for Request for Letters of Qualifications for Solar Energy Developer in strict
accordance with the RFQ Documents.

By submission of this qualification package, each Firm certifies that this RFQ has been
arrived at independently, without consultation, communication, or agreement as to any matter
relating to this qualification package with any competitor.

The Town of North Haven reserves the right to waive any informalities, irregularities
or defects in any qualification package. The Town also reserves the right to refuse or reject
any and all proposals.

I, the undersigned, have examined and carefully read all the attached or referenced
documents and hereby agree to furnish all information requested in accordance with the
specifications and conditions contained in these documents.

Company Name

Mailing Address

Authorized Signature

Print Name and Title _____ Date _____

Telephone Number (____) _____ Fax Number (____) _____

- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Firm/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;

- (d) did not, directly or indirectly, submit their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, RFQ/P depository, or to any member or agent, thereof, or to any individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 20_____

By _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public
(Notarial Seal)

WARNING: Proposal will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.