

**NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE
NEW CANAAN, CT 06840
203-594-4000**

**REQUEST FOR PROPOSAL (RFP) # 2022-01
NEW CANAAN MULTI-BUILDING SOLAR RFP 2022**

The New Canaan Public Schools is soliciting proposals for the implementation of roof-mounted solar photovoltaic (PV) systems in connection with power purchase agreements (PPAs).

The New Canaan Public Schools reserves the right to reject any and all proposals, or separate parts thereof, requested herein. The Town of New Canaan and New Canaan Public Schools are both exempt from the payment of Federal Excise Taxes, Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON RFP DEADLINES AND REQUIREMENTS:

NAME OF RFP: New Canaan Multi-Building Solar RFP 2022

TYPE OF RFP: Sealed Proposal RFP #: 2022-01

MANDATORY WALK-THROUGH: February 18, 2022 TIME: 10:00 AM

WALK-THROUGH LOCATION: 11 Farm Road, New Canaan
(Meet in the front of New Canaan High School main entrance, all attendees must sign in at the Security Desk)

PROPOSAL DEADLINE: March 7, 2022 TIME: 1:00 PM

DELIVER PROPOSALS TO:	Dr. Jo-Ann Keating, Director of Finance and Operations New Canaan Public Schools 39 Locust Avenue New Canaan, CT 06840
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RFP SECURITY: Required \$5,000 Not Required _____

PREVAILING WAGE: Required _____ Not Required X

FORMS TO COMPLETE RFP: Submit one (1) original, five (5) copies, and one (1) electronic copy (thumb drive / USB drive) of all required documentation in a sealed envelope pursuant to detailed instructions provided.

SUBMISSION REQUIREMENTS: Identify name of RFP on sealed envelope: **New Canaan Multi-Building Solar RFP # 2022-01**. Only fully completed proposals will be accepted. Refer to Section 1.6 for the requirements for a complete proposal.

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REQUEST FOR PROPOSALS (RFP) NEW CANAAN MULTI-BUILDING SOLAR RFP 2022

The New Canaan Public Schools and the Town of New Canaan (the “**Requisitioners**”) are soliciting proposals from counterparties (the “**Respondents**”) responsible for the design, procurement, installation, maintenance, and operation of rooftop mounted solar energy facilities (“**SEFs**”) under power purchase agreements (“**PPAs**”) for the following meters / locations:

- New Canaan High School, 11 Farm Road, New Canaan, CT (Phases I and II)
- Dunning Stadium, 11 Farm Road, New Canaan, CT (SEF to be located on New Canaan High School’s gymnasium roof)
- Saxe Parks Garage, 63 Farm Road, New Canaan, CT
- Town Hall Annex, 71 Main Street, New Canaan, CT (SEF to be located on the roof of the Playhouse)

For New Canaan High School Phase II, Respondent will present a proposed rate for Phase II in the form of a calculation to be dependent on NRES value, see Section 1.6 Part 4e for additional details.

1.0 INTENT TO RESPOND AND QUESTIONS CONCERNING RFP

Interested Respondents should email Mark Robbins, of MHR Development, LLC (the “**Consultant**”) at markrobbins@mhrdevelopment.com by 2/17/2022 indicating an intent to respond to the RFP and attend the mandatory bidder conference / mandatory walk-through scheduled for 2/18/2022 at 10:00 a.m. The walk-through will begin in the front of New Canaan High School main entrance, all attendees must sign in at the Security Desk.

No alleged “verbal interpretation” of the project shall be held valid. Every request for an interpretation shall be made via email to Consultant at markrobbins@mhrdevelopment.com and Dan Clarke, Director of Facilities, at daniel.clarke@ncps-k12.org. The deadline for submission of questions and requests for interpretation is 2/23/2022 by 4:30 p.m. Responses to questions and requests for interpretation will be made available to all interested parties by 3/1/2022.

All submissions must be received by 3/7/2022 at 1:00 p.m. (the “**Proposal Deadline**”).

The Requisitioners reserve the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in the Requisitioners’ best interests.

1.1 OVERVIEW

Proposals are being solicited from qualified Respondents to engineer, procure, construct, operate, and maintain rooftop-mounted solar photovoltaic electric generating systems for New Canaan High School (Phase I and II) and Dunning Stadium. See **Appendix G** for site photos. The scope of work shall also include securing all necessary permits and approvals, all labor, taxes, services, permit fees and equipment necessary to produce fully operational solar photovoltaic systems.

The proposals should include a system summary detailing each solar array location and applicable equipment / size, and a sample cash flow analysis illustrating expected savings (both kWh and dollar value) and a potential buyout schedule. See **Appendix I** for copies of recent electric invoices. [Note, the Requisitioners are both tax exempt and will not charge municipal permit fees in connection with the project.]

The contractor selected for the above project(s) shall be required to enter into a contract with the Requisitioner(s). Such contract shall require the submittal of insurance certificates and the compliance with Federal, State and Local Laws and ordinances. A proposal surety payable to the corresponding Requisitioner in the form of a certified check or payment bond in the amount of \$5,000 must accompany submission of proposal. The bond is to be issued by an acceptable surety on AIA document A311 or comparable legal bond form. The bid bond shall be returned upon execution of contract. The successful vendor shall provide, using AIA documentation forms for the following; Contract, Performance, and Payment bond within ten days of notification of project award.

The Respondents engaged pursuant to this RFP will work with the Consultant, to fulfill the objectives set forth in this RFP and pursuant to a PPA (PPA Template will be provided to Respondents following Bidder Conference / Mandatory Walk-through) to be entered into by the Requisitioners and the Respondent.

Schedule is as follows:

Release RFP	February 10, 2022
Bidder Conference / Mandatory Walk-through	February 18, 2022 at 10:00 a.m.
Deadline for Submitting Written Questions	February 23, 2022 at 4:30 p.m.
Proposal Deadline	March 7, 2022 at 1:00 p.m.

The Requisitioners reserves the following rights for each individual contract:

1. Not to award a contract pursuant to this RFP;
2. To award a contract to other than the lowest bidder or a bidder that does not respond to all items contained in this RFP;
3. To award contracts to more than one Respondent;
4. To rescind an award at any time upon written notice to the successful Respondent;
5. To retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals;
6. To negotiate the fees proposed by all Respondents and to suspend negotiations if the negotiations are not, in the opinion of the Requisitioners, successfully concluded within a reasonable timeframe, as determined by the Requisitioners;
7. To reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals, proposals offering alternate or non-requested services and proposals deemed non-responsive;
8. Prior to award, to revise, change, alter or amend any of the instructions, terms, conditions and/or specifications in the RFP or in any attachment, addendum or drawing; and
9. To advertise for new proposals or to proceed otherwise in the case of rejection of all proposals.

The Requisitioners will not be liable for any cost incurred for the preparation of proposals by firms submitting proposals for the work requested in this RFP.

1.2 PARTICIPATION QUALIFICATION REQUIREMENTS

- Attend mandatory pre-proposal conference and walk-through
 - Note, each Respondent is considered to have examined the work site(s) to be fully acquainted with the existing conditions relating to the work and to fully understand the work involved and the difficulties and restrictions regarding the proposed work
- Demonstrate that Respondent has conducted five (5) or more commercial grid-connected roof-mounted solar photovoltaic projects (experience with schools preferred) in the State of Connecticut over the last five (5) years
- Submit a proposal that meets the threshold review criteria outlined in Section 1.7
- Provide a complete proposal submission by the Proposal Deadline

1.3 SERVICES TO BE PROVIDED BY RESPONDENT

A. Design, Engineering, Permitting and Installation

- Supply design documents that provide the minimum information outlined in Section 1.6 Part 4
- All engineering associated with structural, mechanical and electrical connections
- Maintain performance of equipment components, and monitoring systems
- Respondent will be required to provide building interconnection, integration of SEFs with existing power source(s), and tie-in to existing building

All plans and specifications in connection with the proposed SEFs will be subject to peer review and approval by DiBlasi Associates (structural engineers) for the New Canaan Public Schools and may also be subject to a peer review by a consulting engineer for Town of New Canaan sites. Refer to **Appendix H** for details.

Combined heat and power (CHP) systems is planned for New Canaan High School; therefore, solar interconnection must be compatible. Respondent will work with the Consultant to verify.

B. Installation / Construction

- Supply all equipment, materials, and labor necessary to install the solar photovoltaic system at the building(s) and integrate the system with other power sources
- The Respondent shall provide photography documenting electrical connections that may be obscured when SEF is complete
- Provide high resolution (drone) progress photos documenting each step in the installation process: installation of racks / mounting apparatus, cabling, panels, ballast / slip sheet assemblage, power optimizers, inverters, electrical disconnects and all metering
- Provide a plan describing the delivery, storage, and security for all materials and equipment while on site as acceptable to each Requisitioner
- In addition to meeting all necessary municipal and state codes, Respondent shall restore the property to its preinstallation condition. Any penetrations or modifications to the building (envelope, structure, equipment, etc.) must be described in initial plan and approved by the Requisitioners

C. Electrical Interconnections

Supply and install all equipment required to interconnect the SEF(s) at the building(s) to designated meters. The Respondent will fulfill all applications, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Respondent. Refer to Section 1.6 Part 4 and **Appendix I** for details.

D. Equipment Requirements & Building Penetrations

Equipment (panels, racks, inverters and optimizers) shall be rated Tier 1 according to Bloomberg NEF guidelines. Solar panels shall be a minimum of 375 Watt. Inverters and optimizers shall meet current rapid disconnect requirements. To maintain a district-wide uniform monitoring platform the inverters shall be SolarEdge. Racking shall be warrantied for a minimum of 25 years and meet the requirements of DiBlasi Associates as outlined in **Appendix H**.

For any roof or building penetrations required to support the system or facilitate wiring (i.e., conduit), the Respondent will be required to obtain written approval from building Owner and from the parties issuing or overseeing the roof warranty that the proposed installation will not nullify or void the roof warranty. The Respondent shall verify and comply with all applicable building code requirements.

Site	Location	Roof Status
New Canaan High School	11 Farm Road	New roofing material, see attached residual roof loading plan in Appendix H
Dunning Stadium	11 Farm Road	To be located on New Canaan High School's gymnasium roof
Saxe Parks Garage	63 Farm Road	Roof to be replaced
Town Hall Annex	71 Main Street	To be located on the roof of the Playhouse

E. Commissioning and Acceptance Testing

During the start-up, the Respondent shall coordinate with the Consultant to commission the SEFs. This will require compliance with the witness test procedure (as per Eversource requirements) and verification via online monitoring that all equipment is properly functioning.

F. Operation and Maintenance (O&M)

Included in the PPA price must be a 25-year maintenance agreement covering all PV system diagnostic, equipment replacement and related labor cost to keep the system operational and performing in connection with production guarantees. The SEFs shall be subject to ongoing monitoring by the SEF owner and/or their designated maintenance provider to ensure continuous operation of all components. The operation and maintenance responsibilities shall include:

- Reporting of problems to the Requisitioners; and
- Expediently repair or replace any non-functioning equipment

Respondent shall provide as-built drawings (in the form of PDF documents). These requirements shall be met prior to acceptance of the SEFs.

G. Monitoring

Provide the equipment and services to allow each Requisitioner to monitor, analyze, and display historical and live solar generation data, along with inverter operation and string level monitoring. The regularly collected data should reflect, but not be limited to, the following:

- System performance
- Current, daily, and accumulated output

The monitoring shall be designed for turnkey, remote operation. Data shall be made accessible through the internet to both the Requisitioners and the Consultant. Refer to Section 1.6 Part 6 for details.

H. Warranties and Guarantees

Identify the warranties and operating documents to be transferred to the Requisitioners should they choose to purchase the SEFs. Describe the terms (or expected terms) of the warranties and/or guarantees on major equipment that the Respondent is proposing to utilize.

I. Licensing / Certification

The Respondent and all subcontractors must be properly licensed in the State of Connecticut. A copy of the license(s) shall be included in the proposal together with evidence of the expiration date. Proposals shall include proof that North American Board of Certified Energy Practitioner (NABCEP) certified installers will be performing the installation services.

J. Permitting and Approvals

The Respondent will secure, at its own expense, all required rights, permits, approvals, and interconnection agreements from governing agencies and the prevailing utility company. Refer to Section 1.6 Part 9 for details.

1.4 RESPONDENT'S RESPONSIBILITIES

If subcontractors are to be used during the project, their identity and work scope should be clearly outlined in the proposal. The Respondent will be responsible for all elements of performance under the PPA, whether or not subcontractors are engaged.

Relevant experience, skills, and capabilities must be included in the proposal for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the Respondent and any subcontractors in the event of contract award. The Requisitioners reserve the right to approve all subcontractors.

Non-Discrimination Clause

The awarded Respondent must agree to the following Non-Discrimination Clause:

- A. That in the hiring of employees for the performance of work under the PPA or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any individual who is qualified and available to perform the work to which the employment relates; and
- B. That no contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the PPA on account of race, creed, color, sex, age, physical disability or national origin.

Background Check

All personnel of the Respondent and all subcontractors working on building sites will be subject to a background check to be made available to each Requisitioner and will be subject to approval at their discretion.

Working Hours

The selected Respondent shall abide by working hours dictated by both Requisitioners.

Reimbursement and Consultant Fee

The selected Respondent agrees to reimburse New Canaan Public Schools \$8,950 for the awarded PPA contract for New Canaan High School upon mutual execution of PPA. Additionally, the Respondent will pay the Consultant a fee of \$0.125 / watt DC for New Canaan High School (Phases I and II) and \$0.15 / watt DC for systems for Dunning Stadium, Saxe Parks Garage, and Town Hall Annex.

Payments to Consultant will be payable as follows: (i) one-third upon mutual execution of PPA or installation agreement, (ii) one-third upon start of work, (iii) one-third upon approval to energize / commercial operation.

All invoices are to be paid within two weeks of remittance; any amounts unpaid thirty (30) days after the date of such invoice will be subject to a surcharge of 1.5% / month (18% annually).

Overburden Warranty

The Respondent shall facilitate execution of roof overburden warranty documentation to assure compliance of SEF with roof warranties.

1.5 FORMAT OF PROPOSALS

All proposals must be in sealed envelopes, addressed and delivered as indicated in the Legal Notice for this RFP. The Respondent's name and address must appear on the envelope. Proposals should provide full, accurate, and complete information, as required by this request. Respondents should create their submissions in 8½" x 11" document size. Refer to Section 1.6 for a detailed outline of required content.

Proposal should include, at a minimum, all items outlined within this Section. You may include any additional information that demonstrates your qualifications for this work.

One (1) original, five (5) copies and one (1) electronic copy (thumb drive / USB drive) of all required documentation must be received in a sealed envelope to be deposited at 39 Locust Avenue, New Canaan, CT 06840 by the date and time listed on the proposal response page.

Respondents shall also email a PDF copy of the proposal to the Consultant at markrobbins@mhrdevelopment.com.

Proposals submitted after the Proposal Deadline will be disqualified.

1.6 REQUIRED CONTENT

The organization and contents of the proposal should be organized into the following Parts:

- 1) Letter of Introduction
- 2) Table of Contents
- 3) Respondent's Profile and Required Documents
- 4) System Information and Key Economics
- 5) Scope of Services and Proposed Schedule
- 6) Remote Monitoring Requirement
- 7) Operation and Maintenance Plan
- 8) Acceptance of PPA Template and Structural Engineering, SEF System Requirements, and Building Electrical Interconnection Planning and Review
- 9) Permit Acquisition Plan
- 10) Appendix and Supporting Information

See following pages for details on each Part.

Part 1 – Letter of Introduction

This Part shall be a signed cover letter stating the highlights and distinguishing points of the Respondent's proposal. This shall include the name and address of the Respondent submitting the proposal, together with the name, address and telephone numbers of the contact person who will be authorized to make representations for the organization, the organization's federal tax identification number, and a list of local subcontractors, if any.

Letter of Introduction must include the "System Details and Key Economics Chart" shown in **Appendix F**. An excel version of this chart will be given to all Respondents following the Bidder Conference / Mandatory Walk-through.

Part 2 – Table of Contents

Part 2 shall be a detailed table of contents and shall include a detailed outline of the proposal submission document identified by sequential page numbers and by Part reference number and Part title information as described herein.

Part 3 – Respondent’s Profile and Required Documents

- Description of the Respondent’s firm, including number of employees, gross revenue and office location(s). Highlight relevant experience, skills, and capabilities necessary to undertake the project, including, but not limited to demonstrated experience.
- Provide references for at least three (3) or more similar SEF applications (experience with schools preferred) installed by the Respondent over the last five (5) years and project backgrounds (include phone and email contact information).
- Describe the demonstrated experience of the Respondent in the development, designing and installation of commercial and municipal solar energy systems. Describe how your experience on previous projects relates to the project.
- Licensing: Describe the licensing and certifications held by the Respondent in general and specifically those licenses or certificates held by your proposed key project team members
- Provide name, contact information, and contractor license numbers for all subcontractors that the Respondent intends to employ during the project (subcontractors). Any other licenses or certifications required by the State of Connecticut.
- Include a description of any and all government citations for safety violations issued within the past five years. Provide relevant OSHA logs pertaining to any reportable incidents.
- Describe any previous or pending litigations, judgments, or regulatory actions against the Respondent.
- Provide track record of actual production relative to projected generation for similar solar energy systems.
- Fill out and sign Hold Harmless Agreement (See **Appendix A**).
- Fill out and sign Drug-Free Workplace Certificate (See **Appendix C**).
- Provide evidence of insurance according to **Appendix D**.

Part 4 – System Information and Savings / Buyout Economics

Provide the following information on each of the proposed SEFs. Indicate pricing for both individual and collectively approved systems:

4a. New Canaan High School Phase I

1. Solar System Details
 - a. Modules (equipment details / specification sheets)
 - b. Inverters (equipment details / specification sheets)
 - c. Optimizers (equipment details / specification sheets)
 - d. Racking / Mounting System (equipment details / specification sheets)
 - e. Warranty Detail
2. System Layout, Equipment, and Interconnection Schematic
 - a. Provide a PV module layout plan
 - b. Inverter and other equipment installation location plan
 - c. All engineering associated with structural and mounting
 - d. Integration of solar photovoltaic systems with existing power source(s)
 - e. Electrical grid interconnection requirements
 - f. Logistics and staging plan for SEF installation
3. Depreciated Buyout Schedule
4. Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.114 / kWh** and annual electric rate escalation of 2.99%)

4b. Dunning Stadium

1. Solar System Details
 - a. Modules (equipment details / specification sheets)
 - b. Inverters (equipment details / specification sheets)
 - c. Optimizers (equipment details / specification sheets)
 - d. Racking / Mounting System (equipment details / specification sheets)
 - e. Warranty Detail
2. System Layout, Equipment, and Interconnection Schematic
 - a. Provide a PV module layout plan
 - b. Inverter and other equipment installation location plan
 - c. All engineering associated with structural and mounting
 - d. Integration of solar photovoltaic systems with existing power source(s)
 - e. Electrical grid interconnection requirements
 - f. Logistics and staging plan for SEF installation
3. Depreciated Buyout Schedule
4. PPA: Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.256 / kWh** and annual electric rate escalation of 2.99%)
5. Purchase: Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.256 / kWh** and annual electric rate escalation of 2.99%)

4c. Saxe Parks Garage

1. Solar System Details
 - a. Modules (equipment details / specification sheets)
 - b. Inverters (equipment details / specification sheets)
 - c. Optimizers (equipment details / specification sheets)
 - d. Racking / Mounting System (equipment details / specification sheets)
 - e. Warranty Detail
2. System Layout, Equipment, and Interconnection Schematic
 - a. Provide a PV module layout plan
 - b. Inverter and other equipment installation location plan
 - c. All engineering associated with structural and mounting
 - d. Integration of solar photovoltaic systems with existing power source(s)
 - e. Electrical grid interconnection requirements
 - f. Logistics and staging plan for SEF installation
3. Depreciated Buyout Schedule
4. PPA: Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.122 / kWh** and annual electric rate escalation of 2.99%)
5. Purchase: Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.122 / kWh** and annual electric rate escalation of 2.99%)

4d. Town Hall Annex

1. Solar System Details
 - a. Modules (equipment details / specification sheets)
 - b. Inverters (equipment details / specification sheets)
 - c. Optimizers (equipment details / specification sheets)
 - d. Racking / Mounting System (equipment details / specification sheets)
 - e. Warranty Detail
2. System Layout, Equipment, and Interconnection Schematic
 - a. Provide a PV module layout plan
 - b. Inverter and other equipment installation location plan
 - c. All engineering associated with structural and mounting
 - d. Integration of solar photovoltaic systems with existing power source(s)
 - e. Electrical grid interconnection requirements
 - f. Logistics and staging plan for SEF installation
3. Depreciated Buyout Schedule
4. PPA: Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.149 / kWh** and annual electric rate escalation of 2.99%)

5. Purchase: Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume current avoidable electric rate of **\$0.149 / kWh** and annual electric rate escalation of 2.99%)

4e. New Canaan High School Phase II

1. Solar System Details
 - a. Modules (equipment details / specification sheets)
 - b. Inverters (equipment details / specification sheets)
 - c. Optimizers (equipment details / specification sheets)
 - d. Racking / Mounting System (equipment details / specification sheets)
 - e. Warranty Detail
2. Solar System Cost
 - a. PPA Rate (\$ / kWh)

The non-residential renewable energy solutions (NRES) REC value for New Canaan High School Phase II will be dependent on the new NRES and virtual net metering (VNM) programs. Respondent shall present a proposed rate for Phase II in the form of a calculation to be influenced on NRES value. Assuming a small (≤ 200 kW) \$90.00 / REC under the for the base value for Phase II Respondent shall indicate the percent increase and decrease for the PPA rate subject to actual NRES value.

 - i. Base PPA Rate (assume NRES value of \$90.00 / REC)
 - ii. PPA Rate Percent Decrease – For every \$1.00 **above** the assumed NRES value of \$90.00 / REC, the base PPA rate will be **decreased** by %
 - iii. PPA Rate Percent Increase – For every \$1.00 **below** the assumed NRES value of \$90.00 / REC, the base PPA rate will be **increased** by %
3. Depreciated Buyout Schedule
4. Estimated Operating Cost Savings (assume current avoidable electric rate of **\$0.114 / kWh**)
 - a. Net First Year Cost Savings (\$ / year)
 - i. Savings at Base PPA Rate (assume base NRES value of \$90.00 / REC)
 - ii. Savings at **Decreased** PPA Rate (assume \$10.00 **increase** of NRES Value)
 - iii. Savings at **Increased** PPA Rate (assume \$10.00 **decrease** of NRES Value)
 - b. Estimated 25-year Projection of Energy Production and Total Operating Cost Savings (assume annual electric rate escalation of 2.99%)
 - i. Savings at Base PPA Rate (assume base NRES value of \$90.00 / REC)
 - ii. Savings at **Decreased** PPA Rate (assume \$10.00 **increase** of NRES Value)
 - iii. Savings at **Increased** PPA Rate (assume \$10.00 **decrease** of NRES Value)
5. System Layout, Equipment, and Interconnection Schematic
 - a. Provide a PV module layout plan
 - b. Inverter and other equipment installation location plan

Part 5 – Scope of Services and Proposed Schedule

Address all necessary work tasks in narrative form and prepare a project schedule illustrating the timeline for completion of the work beginning with requirements pertaining to the interconnection process. Describe in detail the post installation maintenance schedule and customer service program.

Part 6 – Remote Monitoring Requirement

Describe the monitoring system that will be used to display remote system performance monitoring via internet access dashboard throughout the term of the PPA or the life of system ownership. Data shall be made accessible through the internet to both the corresponding Requisitioner and the Consultant.

Locations for the controls, monitors, and instrumentation, including lobby kiosk (dashboard / monitor) to be provided.

Part 7 – Operation and Maintenance Plan

Provide an O&M plan for the project that demonstrates the long-term operational viability of the proposed project. Provide as-built drawings as PDF documents, these requirements shall be delivered prior to acceptance of the SEFs.

Of specific concern is how promptly the Respondent handles issues once a system has been installed. Include an overview of how you intend to provide regular updates to each Requisitioner.

Additionally, provide examples of the Respondent's experience with O&M services for other similar projects.

Part 8 – Acceptance of PPA Template and Structural Engineering, SEF System Requirements, and Building Electrical Interconnection Planning and Review

The Requisitioners require using the PPA Template (to be provided electronically to Respondents who have attended the Bidder Conference / Mandatory Walk-through). All Respondents will be required to abide by the structural engineering requirements outlined in **Appendix H: Photovoltaic Array – Structural Engineering**.

Part 8 of the proposal must include the signed form found in **Appendix K**.

Part 9 – Permit Acquisition Plan

Awarded firm will secure, at their own expense, all required rights, permits, approvals, and interconnection agreements from governing agencies and the utility company.

Provide a list of all the permits, licenses, and environmental assessments and/or environmental impact statements required.

- The Respondent will make necessary interconnection application(s) expeditiously upon award of this agreement
- Include a list of all Federal, state and local permits, licenses, and environmental assessments and/or environmental impact statements required to construct and operate the project.
- Identify the governmental agencies that will issue or approve the required permits, licenses, and environmental assessments and/or environmental impact statements.
 - Specify the anticipated timeline for seeking and receiving the required permits, licenses and environmental assessments. Include a project approval assessment that describes, in narrative form, each segment of the process, the required permit or approval, the status of the request or application and the basis for projection of success by the proposed milestone date.
- Identify any existing, preliminary or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility of the project or the ability to obtain or retain the required permits for the project.

Part 10 – Appendix and Supporting Information

This Part should include any supporting information, such as resumes, references or other data that will support the Respondent as the best respondent for the project.

Note: Familiarity with the Work – Each Respondent is considered to have examined the job site to fully acquaint itself with the exact existing conditions relating to the work and to have fully understood the work involved and the difficulties and restrictions regarding the proposed work. The submission of a proposal will be considered as conclusive evidence that the Respondent has made such examination.

1.7 PROPOSAL EVALUATION CRITERIA

The Requisitioners will review the proposals received and will evaluate them, using the following criteria. The Requisitioners reserve the right to examine any other criteria and take the same under consideration and to reject any Respondent or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Proposal submissions will be evaluated at the sole discretion of each Requisitioner based on, but not limited to, the following criteria:

1. SEF system price, 25-year annual production estimates (kWh and Btus), inclusion of 25-year maintenance, equipment insurance and production guarantees. The performance or production guarantee should clearly specify the % of output guaranteed and the penalty payment for underperformance of the system(s);
2. The Respondent's qualifications, experience, and demonstrated familiarity with municipal projects in general and specifically projects of a similar, size, scope, and nature;
3. The Respondent's experience (track record), and demonstrated familiarity with the Connecticut zero-emission (ZREC) and renewable energy program;

4. The proposed project approach and how staff and consultants will be organized and utilized throughout the key phases of the project;
5. Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the timely success of the project;
6. Quality of references from previous clients;
7. Preliminary schedule of time needed to initiate and complete; and
8. The key personnel to be assigned to the project and their present workload

Provisions of this RFP and the contents of the successful proposal will be used to establish final contractual obligations. The Requisitioners retain the option of canceling the award if the successful Respondent fails to accept such obligations.

1.8 INSURANCE COVERAGE AND BONDING REQUIREMENTS

The Requisitioners will each require insurance coverage as listed below for this work:

At least five days before the PPAs are signed and executed and prior to commencement of work thereunder the Respondent will be required to file with the Requisitioners a certificate of insurance, executed by an authorized representative of the insurance company satisfactory to the each Requisitioner and in an acceptable form. The policy shall name the corresponding Requisitioner as an Additional Insured and state that, with respect to the award, the Respondent carries insurance in accordance with the requirements detailed in **Appendix D**. The Respondent shall verify and confirm that all subcontractors maintain insurance coverage meeting the requirements in **Appendix D** for the duration of the performance of their work.

1.9 LOCAL LEVY AND COLLECTIONS OF TAXES

Withholding of municipal payments for failure to pay property taxes. Pursuant to Section 12-146b, any municipality, as defined in CGS Section 12-41 (a), may withhold any payment, or portion thereof, due to any business enterprise pursuant to any contract entered into on or after October 1, 1991, if any taxes levied by such municipality against any property owned by such business enterprise are delinquent and have been so delinquent for a period of not less than one year, provided no such amount withheld shall exceed the amount of tax, plus penalty and interest, outstanding at the time of withholding.

2.0 PROPOSAL RESPONSE FORM, NEW CANAAN MULTI-BUILDING SOLAR RFP 2022

Firm Name:	
Address:	
Phone:	Email:
Principal:	Fed ID#:

Non-Collusion: In submitting this proposal, the undersigned declares that the proposal is made without any connection with any persons making another proposal on the same RFP; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official or the Requisitioners, or any person in the employ of any of the Requisitioners is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she or they have carefully considered objectives of each element of this project, the desired end result, the environment in which services and or products are to perform and are satisfied as to all the quantities and conditions, and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

The undersigned further understands and agrees that he/she will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the PPA. It is further understood and agreed that all information included in, or attached to, the proposal shall be public record upon delivery to the Requisitioners.

INSURANCE INFORMATION:

Agency Name:	
Agency Address:	

Submitted by:		
	<i>Authorized Agent of Company (name and title)</i>	<i>Date</i>

2.1 APPENDICES

Appendix A

Hold Harmless Agreement

Appendix B

Municipal Government Addendum Form Non-Appropriation

Appendix C

Drug-Free Workplace Certificate

Appendix D

Insurance Requirements

Appendix E

Terms and Conditions

Appendix F

System Details and Key Economics Chart

Appendix G

Aerial and Side View Photographs

Appendix H

New Canaan High School Residual Roof Load Capacity
Photovoltaic Array – Structural Engineering

Appendix I

Electrical Consumption History
Electrical Bills

Appendix J

ZREC Summary
Copy of ZREC Service Agreements:
New Canaan High School (Phase I)
Dunning Stadium
Saxe Parks Garage
Town Hall Annex

Appendix K

Acceptance of PPA Template and Structural Engineering, SEF System Requirements, and Building
Electrical Interconnection Planning and Review

APPENDIX A

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and hold harmless the Requisitioners, and its Consultant, MHR Development, LLC, from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorney's fees the Requisitioners may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this RFP or any activities in connection with the PPA entered into pursuant to this RFP whether such losses and damages be suffered or sustained by the Requisitioners directly or by their respective employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Requisitioners liable therefore.

The Respondent shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987, which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Respondent shall hold the Requisitioners harmless for the failure of the Respondent to comply with the provisions of said Act.

IN WITNESS WHEREOF, this agreement was executed and made effective on the _____ day of _____.

Respondent:

Name:
Title:

State of Connecticut)
) ss:
County of)

I, the undersigned Notary Public, do hereby certify that on this ____ day of _____, 2022, _____, whose name is signed to the foregoing instrument, has this day personally appeared before and acknowledged the same before me.

Notary Public
Date commission expires: _____

APPENDIX B

MUNICIPAL GOVERNMENT ADDENDUM FORM NON-APPROPRIATION

This Municipal Government Addendum (this “Addendum”) is made part of the Agreement dated _____, 2022 (“Agreement”) between _____ (“we” “us” and “ours”) and Board of Education of New Canaan (“you” and “your”). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive officer will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence the non-appropriation by omitting funds for the payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. **Non-Appropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for payments set forth in the Agreement and (b) you have exhausted all funds legally available for such payments (together, a “Non-Appropriation Event”), then you will give us written notice (a “Termination Notice”) and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available (“Termination Date”). You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you for the acquisition or use of equipment or services performing functions similar to the equipment provided by us during your fiscal period in which the termination would occur. You shall (i) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, and (ii) pay us all sums payable to us under the Agreement up to and including the Termination Date. We agree that a termination of the Agreement, properly effectuated by you in accordance with this Paragraph 2, shall be without any surcharge, expense or penalty, whether characterized as an early termination fee, liquidated damages, or otherwise. You acknowledge and agree that, in the event of the termination of the Agreement, you shall have no interest whatsoever in the equipment provided by us or the proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. **Authority and Authorization.** You represent and agree that: (a) you are a political subdivision of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with applicable bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an incumbency certificate in a form satisfactory to us.

4. **Government Use.** You agree that the use of the equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the equipment during the term of the Agreement and you will use the equipment only for your governmental purposes.

5. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

6. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: BOARD OF EDUCATION OF NEW CANAAN

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPENDIX C

DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____ **Date:** _____

Print Name: _____

Company: _____

APPENDIX D

INSURANCE REQUIREMENTS

The Respondent will be required to purchase from and maintain, for the life of the Contract, in a company or companies with a Best's financial rating of A or better, such insurance as will protect the Requisitioners from claims set forth below which may arise out of or result from the Respondent's obligation under the PPA, whether such obligation is the Respondent's or a subcontractor or any person or entity directly or indirectly.

Worker's Compensation

Respondent shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000.

Commercial General Liability Insurance:

Respondent shall provide commercial general liability insurance policy with an edition of 1986 or later including products and completed operations. Limits should be at least: Bodily injury and property with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the corresponding Requisitioner as an additional insured and include ISO Form CG2010 (07/04) and CG 2037 (07/04)
- Coverage will be provided on an occurrence basis, and will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by the Requisitioner
- The policy shall contain a waiver of liability in favor of the Requisitioner
- Coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the PPA
- A per project aggregate limit of liability endorsement shall apply for any construction contract
- Deductible and self-insured retentions shall be declared and are subject to approval by each Requisitioner

Commercial Automobile Insurance:

Respondent shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Coverage shall also include hired and non-owned automobile coverage. The policy shall name the corresponding Requisitioner as an additional insured.

Umbrella Liability Insurance:

Respondent shall provide an umbrella or excess liability policy (without restriction or limitation). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide each Requisitioner certificates of insurance prior to execution of the agreement by the Requisitioners describing the coverage.

APPENDIX E

TERMS AND CONDITIONS

This is a request for proposals and the Requisitioners reserve the right to negotiate and contract with anyone or no one in their own best interests.

Unless otherwise modified, the following terms and conditions will apply to services rendered. The Respondent may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The winning Respondent shall provide services as set forth in the RFP and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the Requisitioners and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by the Requisitioners or in accordance with any applicable state or federal law.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the PPA or any legislation providing for arbitration, any dispute arising under the PPA shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of the PPA. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under the PPA.

Mediation

All claims, disputes or other matters in question between the parties to this PPA arising out of or relating to this PPA or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this PPA to mediation, each party shall designate its representative and shall meet at the New Canaan Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator. Any third-party mediator designated to serve in accordance with the provisions of the PPA shall be disinterested and shall be qualified to evaluate the performance of both parties. This process shall be considered as a condition precedent to moving to court.

Equitable Relief

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

NOTE: By submitting a proposal for this PPA, the Respondent agrees that any or all past clients may be contacted by the Requisitioners. Respondents submitting proposals in response to the RFP also agree to release and discharge, for the Respondent him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge, New Canaan Public Schools and the Town of New Canaan, all employees, and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the Requisitioners to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.