



**Request for Proposal:  
Solar-PV at Staples High School,  
Bedford Middle School,  
Coleytown Elementary School,  
The Westport Library  
and  
Westport Center for Senior Activities  
(Power Purchase Agreement)**

**BID NO: 18-Westport-PV**

Issued by  
**Town of Westport  
Westport Board of Education  
Westport Library**

Location:  
**110 MYRTLE AVENUE  
Westport, CT 06880**

**04/20/2018**

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## **Introduction**

The Town of Westport, Westport Public Schools, & the Westport Library (“WESTPORT”) together are issuing this Request for Proposals (“RFP”) to obtain electricity derived from photovoltaic (PV) energy sources. WESTPORT wishes to price the purchase of solar-generated electricity under a long-term Power Purchase Agreement (“PPA”).

WESTPORT’s goals with this RFP are: to save money, to give long-term transparency for a portion of WESTPORT’s energy costs, to comply with the Westport Town Plan of Conservation & Development, to take incremental steps towards WESTPORT’s goal of a net-zero community by 2050 by reducing WESTPORT’s carbon emissions levels via harvesting and utilizing renewable forms of energy.

## **RFP Administration**

There are three separate Town departments/organizations that are releasing this one RFP. In addition, the Planning and Zoning Commission must approve all ground-mount systems. While it is possible for each entity to pick different vendors, the expectation is that one award will be given to build solar PV for all sites. The RFP process is being managed by the Westport Green Task Force (GTF) with the lead administrator being Elio Longo, Director of Finances for the Westport School system. Mr. Longo will direct all questions from potential bidders to the GTF, and provide updates as necessary during the bidding process. Any RFP-related updates shall be provided to the list of participants as documented at the pre-proposal site visit. The preferred avenue for communication is via email unless stated otherwise. All emails should go to Elio Longo, [elongo@westportps.org](mailto:elongo@westportps.org), and copy to [GTF@westportct.gov](mailto:GTF@westportct.gov).

## **Timeline for RFP process**

Time is of the essence in this process. We have been awarded a site for most of the Eversource small ZREC applications, and a medium ZREC for Staples High School (SHS). We have thus adopted the following aggressive time table.

RFP issue date	04/20/2018
Site Visit	05/01/2018 (8:30 am)
Deadline for Questions	05/04/2018 (10:30am)
Responses to Questions Published	05/09/2018 (4pm)
RFP due date	05/16/2018 (10:30 am)
Interviews with shortlist and Vendor Selection	05/31/2018 ( <del>Week of</del> )
Contract negotiations completed	Month of June 2018 (as soon as practicable)
Installation	As soon as practicable

\*ZREC Contract Delivery Term Start Dates: 04/01/2018(Library, Coley El, Westport Center

*for Senior Activities, and Staples Small ZRECs)*  
10/01/2018(*Staples Medium ZRECs)*  
As soon as practicable (SHS large ZREC)

## **Site Visit**

A MANDATORY site visit will be held Tuesday, May 1, 2018 at 8:30am at Staples High School, 70 North Ave, Westport, CT. We request you confirm your plan to attend the site visit by sending an email no later than 4pm on Monday, April 30, 2018 to [elongo@westportps.org](mailto:elongo@westportps.org), with copy to [GTF@westportct.gov](mailto:GTF@westportct.gov), with the subject line: **Westport 2018 Solar RFP site visit**. Please include your relevant contact information.

The information on the site visit is as follows:

Date	05/01/2018
Time	08:30 AM
Location	Staples High School, 70 North Ave, Westport, CT
Contact for questions	<u><a href="mailto:elongo@westportps.org">elongo@westportps.org</a></u> , with copy to Green Task Force,
about site visit	<u><a href="mailto:GTF@westportct.gov">GTF@westportct.gov</a></u> .

There will be an introductory informational meeting including an opportunity to ask questions, followed by a tour of the sites. The tour is expected to be approximately 3 hours.

*Note: Attendees will be required to both sign in and sign out, though they may sign out after the informational meeting and before the site tour.*

## **Questions**

All questions regarding this RFP including process, procedures, and specifications/development and/or PPA requirements are to be submitted in writing by e-mail and directed to [elongo@westportps.org](mailto:elongo@westportps.org) with the subject **Westport 2018 Solar RFP** with a copy to [GTF@westportct.gov](mailto:GTF@westportct.gov).

Proposers are prohibited from contacting WESTPORT employees (*with the exception of Elio Longo as outlined herein, or his designee*), appointed and elected officials, and/or agents concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification. Only statements in writing, issued to all potential respondents by WESTPORT's representative listed above are official and binding. Oral statements by WESTPORT, including oral statements by any official, employee, agent or representative of WESTPORT, are NOT effective to waive or modify any provisions of this RFP, and should not be relied upon by potential proposers.

All questions should be submitted no later than 05/04/2018 at 10:30am.

Responses to all questions (including those posed at the site visit) shall be published for all potential proposers who have either indicated interest in writing or attended the site visit and signed in. Responses to said questions shall be published no later than 05/09/2018 at 4pm via email to attendees registered at the mandatory site visit.

### ***Required Response Information***

Proposals shall be delivered to WESTPORT no later than 10:30 AM on 05/16, 2018. The proposal should include a cover letter with appropriate contact information and a full proposal. The proposal contents should include all information required for a full evaluation using the criteria we have set forth.

Proposers must submit an electronic copy of the proposal (e.g. usb flash drive, cd-rom, or dvd-rom) and 5 hard copies of their proposal in a sealed envelope to:

Elio Longo  
Director of School Business Operations  
Westport School System, Room #300  
110 Myrtle Avenue  
Westport, CT 06880

Proposals must be in sealed envelopes and marked with the reference title and the due date and time. The Vendor's name and address must appear on the envelope. Due to the proprietary information in the sealed bids for the upcoming ZREC auction, a public opening of the auction bids will not take place.

In order for a proposal to be evaluated, the following four (4) requirements must be met:

**1. Proposals must be received by the due date and time established in the "Timeline for RFP Process."**

Any proposals received after the specified date and time will be disqualified from further evaluation unless the deadline is extended for all proposers via email announcement to parties who attended the site visit.

**2. The cover letter of the proposal must include the signature of a representative authorized to bind the Proposer.**

3. **The Proposer must provide all information requested, in the format dictated in the evaluation criteria below.**
4. **The Proposer must have representation at the mandatory Site Visit. Bids will be checked against the attendee list.**

Failure to meet any of these requirements is grounds for rejecting a proposal.

### ***Selection Committee:***

The Selection Committee will be made up of members of all three entities (Town, Library & BOE) plus members of the Green Task Force. The committee will be advised by members of and advisors to the Westport Green Task Force.

### ***Evaluation Criteria***

We will use the following criteria to rate the proposals received:

#### **1) 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 5 projects.

WESTPORT is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

#### **2) Past Project Development**

A project development track record is required including past records of projected and actual schedules, system sizes, locations, and 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 the committee to understand the developers' nature, disposition, size, and status. *Note: we are interested in all awarded projects and not just the successful ones.*

#### **3) Nominated Site Plans and Site Development**

As part of your response, we request detailed plans of the solar array(s) that could be installed at the sites. For the envisioned solar gazebos to be utilized for this project

there should be NO reduction in parking capacity on site and should include new high efficiency site security lighting and monitoring. Design must enable proper snow removal and ensure the ability to repave/resurface at a later date. Designs that least impact parking capacity will have preference. To the extent possible, the developer will use the current drainage and incorporate any required drainage improvements into the project. The developer is responsible for ALL maintenance of the solar system and supporting structures as part of the PPA.

The developer must include a plan/diagram that shows the locations where it is proposed such solar arrays will be installed and the layout of the arrays. Renderings may help the selection committee in its work evaluating your plans and respondents are encouraged, but not required, to include these.

To the extent possible, each proposed site should also specify system equipment to be installed, including, but not limited to panels, inverters, racking systems, etc. For rooftop systems, respondents must indicate whether the system proposes any penetrations and the historic success/failure ratio for such systems. In addition to any detailed description/narrative, and/or listing of, and/or graphics depicting the proposed development, respondents must complete Appendix D: Proposal Form.

Respondents are encouraged to also include options for EV charging station integration. Please note that these stations should be located on your plan and the impact of adding these systems should be called out as a separate item (i.e. not included in the baseline PPA price).

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

Site plans must include annual production estimates and relevant guarantees for each year in the PPA term.

The names and contact information of all personnel responsible for project development and deployment must be included. Resumes for key personnel must be included.

#### **4) Pricing and Contract**

As part of your response to this RFP, we request that you complete pricing information for the sites (see Appendix A) with the executed ZREC Contracts (see Appendix B) and include PPA pricing and proposed ZREC bid values for the two systems to be included in the 2018 Medium/Large ZREC auction.

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In line with WESTPORT's goals, PPAs 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.

In addition to PPA terms, respondents must identify the cost of construction for the project.

Respondents agree to a minimum price lock of 90 (ninety) days as a consideration of responding to this RFP.

A sample contract must be included in the proposal as a starting point for negotiations. Contract terms are an important but not an exclusive part of the selection criteria.

WESTPORT requires provisions related to purchase options (*it is suggested that buyout schedules be included starting in year 6 of the project*), end of term disposition of the system, take or pay risk mitigation, liquidated damages, operation and maintenance, property tax reimbursement timing – if applicable, project development assurance, and performance assurance. The contract must include a non-appropriation clause that will permit WESTPORT to comply with Connecticut General Statutes Section 7-348.

Names and contact information of individuals responsible for negotiation and contract provision sign-off must be included. Respondents must expressly acknowledge that the time frames for contract negotiation and system deployment as outlined above is acceptable.

The following appendices must also be completed:

Appendix E: Initial Disclosure Form

Appendix F: Legal Status Disclosure Form

Appendix G: Non-Collusion Affidavit

## **5) Other Options or Recommendations**

WESTPORT is looking specifically to the developers for other recommendations and additions that will enhance the solar systems, including the ability of WESTPORT to share production, savings and environmental impact as related to WESTPORT'S stewardship goals.

## **6) Presentation**



Bidders that can present the information requested above, in the format requested, without requiring the evaluation team to wade through pages of sales material, will be ranked ahead of bidders that cannot. If there is additional information that you would like to include, please include any such additional information in this section.

### ***Other Vendor Requirements***

The awarded vendor shall be required to adhere to the following requirements.

#### **1) Insurance**

Before the commencement date of any contract, the vendor shall be required to furnish to WESTPORT with a certificate of insurance, with coverage as required below.

The vendor shall obtain the insurance coverages described below and maintain such coverages for the life of this agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect WESTPORT from claims that may arise out of or result from the vendor's obligations under this agreement or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by said vendor or by anyone for whose acts said vendor may be liable. The vendor must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. The vendor shall not commence work under this agreement until all insurance required of the vendor has been procured and approved by WESTPORT.

For each policy, vendor shall, before the execution of the contract by WESTPORT, provide WESTPORT with certificates of insurance. Vendor shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to WESTPORT according to policy provisions.

##### **A. Workers Compensation:**

Vendor 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 including a waiver of subrogation. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

##### **B. Commercial General Liability Insurance:**

Vendor shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage 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 WESTPORT as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self insured retention carried by WESTPORT.
- The policy shall contain a waiver of subrogation in favor of WESTPORT.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between WESTPORT and the CONTRACTOR.
- 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 the approval of WESTPORT.

C. Commercial Automobile Insurance:

Vendor shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name WESTPORT as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

Vendor shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate. WESTPORT reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the contract with WESTPORT.

E. Property Insurance:

If the contract includes work involving the construction, renovation, repair or replacement of any structure, equipment or other property or any portion thereof, then at the option of WESTPORT, the vendor shall provide All Risk Builders Risk coverage with a limit sufficient to replace the structure, equipment and other property to be installed until such structure, equipment or other property is approved and accepted by WESTPORT. Westport shall be listed as an additional named insured on the All Risk Builders Risk policy, and a waiver of subrogation shall apply. The vendor shall assume full responsibility for its own and its employees' tools and equipment as well as for those tools and equipment of its subcontractors and their employees.

Insurance Provisions

- WESTPORT, its officers, officials, employees and agents, shall be named as

Additional Insured.

- Vendor shall assume any and all deductibles in the described insurance policies.
- The vendor's insurer shall have no right of recovery or subrogation against WESTPORT and the described insurance shall be primary coverage.
- Certificates of Insurance evidencing insurance coverage required of the contractor must be filed with the Business Office before any work is commenced under this contract. All policies must contain a clause stating that the policy will not be cancelled without ten (10) days prior written notice having first been sent by the contractor, and he in turn must notify WESTPORT.

In addition:

**The insurance requirements shall apply to all Subcontractors; all policies, other than pollution legal liability insurance, shall be on the occurrence form; any exception must be authorized by WESTPORT, whose consent shall not be unreasonably withheld; acceptable evidence of coverage will be on the ACORD form or a form with the same format acceptable to each Contracting Community; all renewal certificates shall be furnished at least ten (10) business days prior to policy expiration; and Each certificate shall contain a thirty (30) day notice of cancellation.**

## **2) Hold Harmless and Indemnification**

In addition to its obligation to provide insurance as specified above, the vendor shall indemnify, defend, save and hold harmless WESTPORT, including but not limited to, its elected officials and officers, employees, representatives and agents (collectively, the "WESTPORT Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' and consultants' fees, and will defend the WESTPORT Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of (i) the vendor's performance or non-performance of its obligations under the contract, (ii) the breach of any obligation of the vendor contained in the contract, or (iii) any misrepresentation or breach of warranty by the vendor contained in the contract. Notwithstanding anything herein to the contrary, the vendor shall not, however, be required to reimburse, defend, hold harmless or indemnify any WESTPORT Indemnified Party for loss or claim arising out of the willful misconduct, recklessness, or negligence of such WESTPORT Indemnified Party or any third party, and the WESTPORT Indemnified Party whose willful misconduct,

recklessness, or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the vendor (without duplication) for the costs of defending any suit as required above. A WESTPORT Indemnified Party shall promptly notify the vendor of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give the vendor the opportunity to defend such claim with legal counsel reasonably acceptable to such WESTPORT Indemnified Party, and the vendor shall not settle any non-monetary aspect of such claim which may adversely affect such WESTPORT Indemnified Party without the approval of the WESTPORT Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to such legal counsel retained by the vendor, a WESTPORT Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the WESTPORT Indemnified Party. These indemnification provisions are for the protection of the WESTPORT Indemnified Parties only and shall not establish, of themselves, any liability to third parties. These provisions shall survive the expiration or earlier termination of the contract. In claims against any WESTPORT Indemnified Party by an employee of the vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the vendor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**3) Safety and Security**

It shall be the responsibility of the vendor to ascertain rules and regulations pertaining to safe conduct and safety of premises while in the course of performing the contract. Judgment must be exercised in complying with the terms of the contract and care shall be taken at all times to insure the safety of all concerned utilizing properly trained staff and equipment.

**4) Permits/Licenses and vendor Obligations**

Vendor must be licensed to perform work proposed in the proposal. Evidence of such must be submitted with the proposal. The vendor shall perform all obligations and discharge all liabilities imposed upon employers under tax, labor, wage-hour, apprenticeship, sickness, disability, unemployment compensation and insurance, old age benefits, social security and any and all such federal, state, county and local laws and regulations that shall impinge upon the contract.

**5) Vendor Not an Officer, Employee or Agent**

While engaged in carrying out and complying with the terms and conditions of the contract, the vendor will be an independent contractor and not an officer, employee or agent of WESTPORT.

**6) Assignment**

Vendor may not assign the contract award or any part thereof without prior written consent from WESTPORT.

**7) WESTPORT equipment/personnel to be supplied**

WESTPORT's basic responsibilities shall be exclusively limited to the amount paid for electricity, hosting the system on WESTPORT property and providing access to the system, (e.g. WESTPORT shall bear no upfront costs or ongoing insurance or maintenance costs).

***Additional Information***

WESTPORT reserves the right to request from any proposer clarification regarding their proposal or additional information that WESTPORT deems desirable.

***Costs***

Any and all costs incurred by each proposer in developing its proposal are the proposer's sole responsibility. WESTPORT specifically disclaims any and all liability for such costs.

***Proposal Ownership***

All proposals submitted shall become the property of WESTPORT and will not be returned to proposers.

***Miscellaneous***

It is the intent of WESTPORT to enter into a solar PPA with the successful Proposer for a term of twenty years or less, though longer terms may be considered. WESTPORT shall pay no upfront costs related to the development of solar PV systems 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 fully operational PV systems at agreed-upon sites. The Proposer will then commission, own, monitor, operate, and maintain the systems after installation until buyout or removal.

It is understood that while the developer shall take control/ownership of the ZRECs, that  
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WESTPORT shall be permitted to claim the environmental benefits as they pertain to WESTPORT's Net Zero goals. Additionally, the developer and WESTPORT will agree to mutually allowable language both parties may use in publicizing the project and both participate in a ribbon cutting ceremony.

WESTPORT is seeking a first lien against the system to be granted and filed on behalf of WESTPORT to protect against adverse financial circumstances which may be encountered by the system owner/operator (respondent). Any sale of said system or a security based on said system shall survive said sale or security. In the case this is not feasible WESTPORT, may at its sole discretion, accept an alternative performance assurance such as a bond, lender or parent company guarantee. WESTPORT will require a performance bond or other acceptable assurance (at WESTPORT's sole discretion) during the construction period.

WESTPORT reserves the right at its sole discretion to withdraw this RFP at any time, or should in WESTPORT's sole discretion, no appropriate proposals be received, WESTPORT may elect not to award a PPA contract and/or directly commission the construction and operate said PV systems independently.

**All applicable federal and state laws, county, bi-county, local, and municipal ordinances, and the orders, rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout the term of the contract, and they will be deemed to be included in the contract the same as though written out in full.**

WESTPORT reserves 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 WESTPORT's best interest. WESTPORT further reserves the following rights:

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 for its convenience 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 WESTPORT, successfully concluded within a reasonable timeframe, as determined by WESTPORT;
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.

## Appendix A: Description of PV Sites

***Site information - Here is a list of sites and preferred locations for the solar installations.***

Solar Site	<b>kW</b>	Address	Solar Location	ZREC Delivery Term Start Date
Coleytown Elementary	100.0	65 Easton Rd	Rooftop	4/1/2018
Center for Senior Act.	100.0	21 Imperial Ave	North parking lot	4/1/2018
Library	75.0	20 Jesup Rd	Rooftop	4/1/2018
Staples High School	100.0	70 North Ave	Rooftop (pool)	4/1/2018
Staples High School	249.9	70 North Ave	Solar shaded parking	10/1/2018
Staples High School	1,000.0	70 North Ave	Solar shaded parking	2018 auction*
Bedford Middle School	499.9	88 North Ave	Ground mounted	2018 auction*
<b>Total ZRECs Contracted</b>	<b>624.9</b>			
<b>Total PV gen. capacity</b>	<b>2124.9</b>			

\*ZREC application required

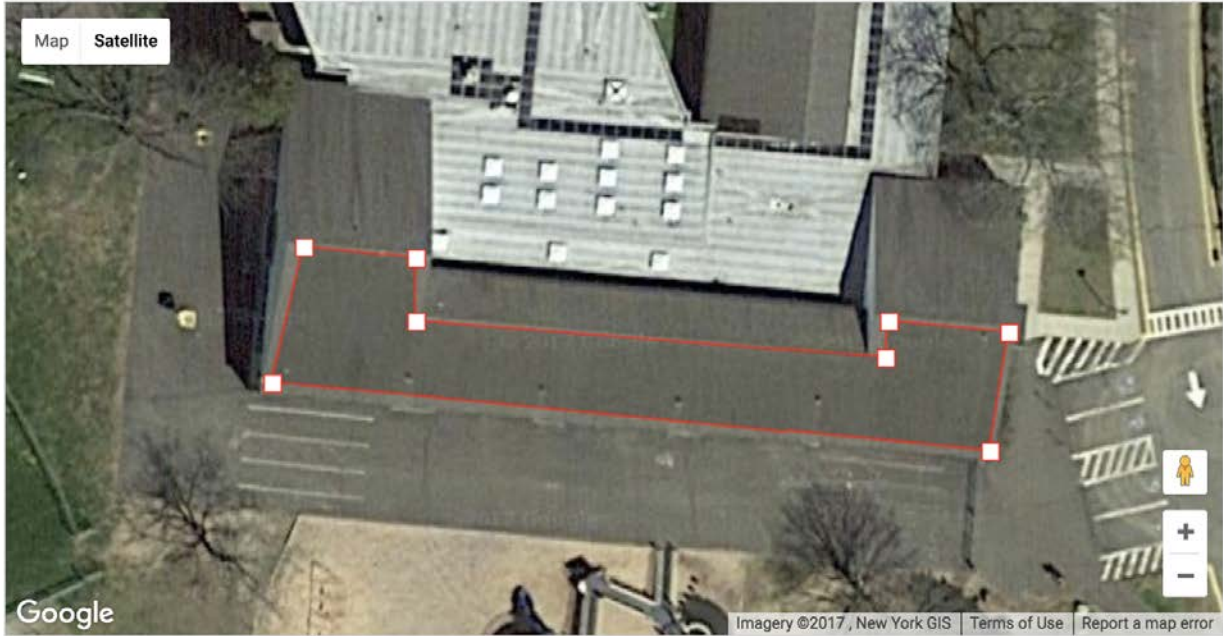




**STAPLES HIGH SCHOOL**



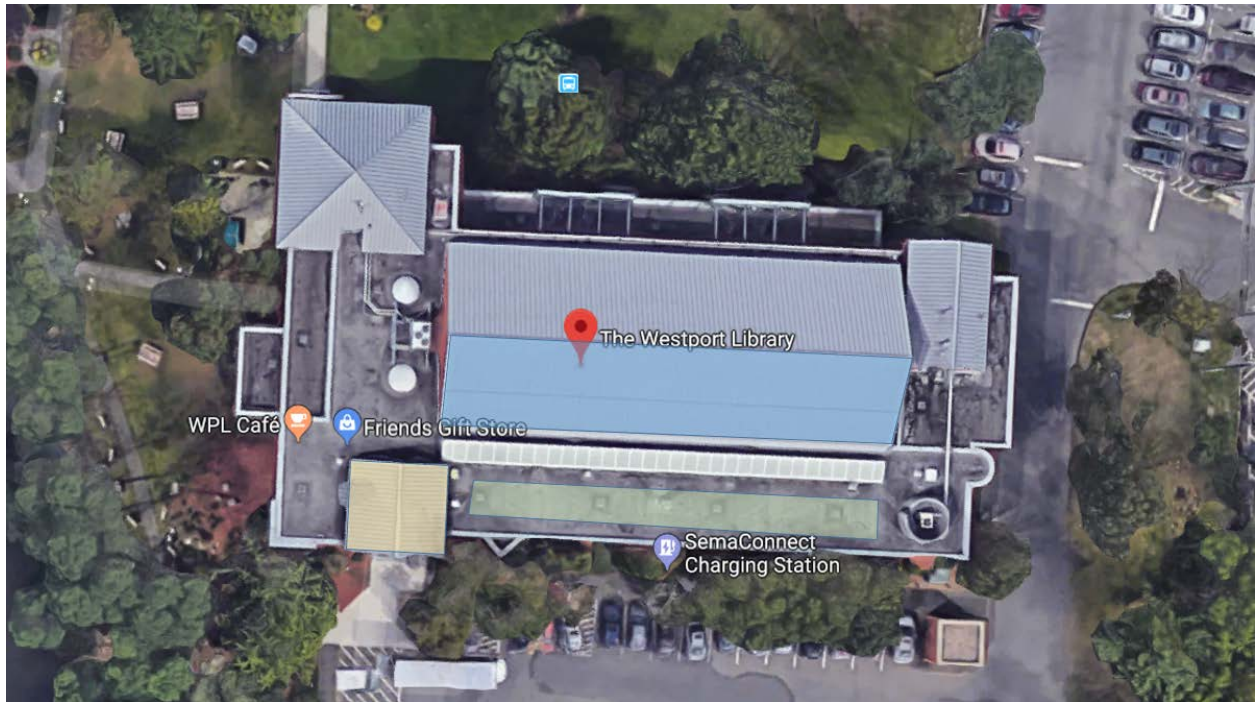
**BEDFORD MIDDLE SCHOOL**



**COLEYTOWN ELEMENTARY SCHOOL**



**WESTPORT CENTER FOR SENIOR ACTIVITIES**



**WESTPORT LIBRARY**

## Appendix B: Service Agreement

We received and executed ZREC contracts for the following beneficial meters in WESTPORT. Included are sites requiring ZREC applications.

SITE	ACCT #	Utility	CAPACITY	ZREC Rate	Delivery Term Start Date
Coleytown Elementary	51645434093	Eversource	100 kW (AC)	\$103.07	4/1/2018
Center for Senior Activities	51505553008	Eversource	100 kW (AC)	\$103.07	4/1/2018
Westport Library	51807743018	Eversource	75 kW (AC)	\$103.07	4/1/2018
Staples High School	51092734086	Eversource	249.9kW (AC)	\$94.00	10/1/2018
Staples High School	51355223017	Eversource	100kW (AC)	\$103.07	4/1/2018
Staples High School		Eversource	100kW(AC)	pending	
Bedford Middle School		Eversource	499kW(AC)	pending	

*Please note that the delivery start date has begun for some sites and WESTPORT asks developers to propose a plan that will focus on building and bringing these systems online first/as soon as possible.*

## Appendix C: Annual Loads

Here we report the historical average annual load for the five meters:

SITE	Annual Use (kWh)	Proposed Solar (kW)	Expected Solar (kWh)	Projected Coverage (%)
Coleytown El	597,440	100	140,000	23

Staples High (I)	5,636,401	349.9	490,000	9
Staples High	(included above)	TBD	TBD	TBD
Center for Senior Act.	210,100	100	140,000	66
Library	676,000	75	100,000	15
Bedford Middle School	1745280	TBD	TBD	TBD

\*TBD: Dependent on system size

## Appendix D: PROPOSAL FORM

WESTPORT – On-site Solar PV  
(This sheet must be completed)

Photovoltaic Module:

Manufacturer(s) (or equivalent): \_\_\_\_\_

Model(s) (or equivalent): \_\_\_\_\_

Quantity (panels): \_\_\_\_\_

Canopy System/Design: \_\_\_\_\_

Racking/Mounting System: \_\_\_\_\_

Inverter:

Manufacturer (or equivalent): \_\_\_\_\_

Quantity: \_\_\_\_\_

Model (or equivalent): \_\_\_\_\_

PV Monitoring System: \_\_\_\_\_

	<u>Cost</u>	<u>\$/kilowatt</u>	<u>\$/Watt</u>
Generating Equipment:	\$ _____	\$ _____	\$ _____
Engineering & Permitting:	\$ _____	\$ _____	\$ _____
Construction & Installation	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

Operations & Maintenance \$ \_\_\_\_\_/yr \$ \_\_\_\_\_ \$ \_\_\_\_\_

kW Capacity: kW (STC) \_\_\_\_\_ kW (PTC) \_\_\_\_\_

Projected Annual AC Production: kWh at the meter \_\_\_\_\_ (guaranteed % \_\_\_\_\_)

Proposed PPA Price/Escalator \$ \_\_\_\_\_ Escalator (if any) \_\_\_\_\_

Interconnection Allowance to be included in the PPA Price \$ \_\_\_\_\_

**\*\*Respondents must attach a detailed site plan of all arrays identifying the corresponding ZREC.**

### **Appendix E: Initial Disclosure Form**

1. Exceptions to the RFP

\_\_\_\_\_ This proposal does not take exception to any requirement of the RFP.

2. State Debarment List

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

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

\_\_\_\_\_ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

\_\_\_\_\_ No

4. Arbitration/Litigation

Has either the Proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

\_\_\_\_\_ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

\_\_\_\_\_ No

5. Criminal Proceedings

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

\_\_\_\_\_ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

\_\_\_\_\_ No

6. Ethics and Offenses in Public Project or Contracts

Has either the Proposer or any of its principals (regardless of place of employment) ever been found to have

violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works Project or contracts?

\_\_\_\_\_ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

\_\_\_\_\_ No

NOTE: In order to be considered a valid proposal this document must be signed by an authorized officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP unless an exception is described above.

BY \_\_\_\_\_  
(PRINT NAME)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

DATE: \_\_\_\_\_

## Appendix F: Legal Status Disclosure Form

Complete the applicable section below, attaching a separate sheet if you need additional space, and sign this form.

### IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name: \_\_\_\_\_

Does the Proposer have a "permanent place of business" in Connecticut?

\_\_\_\_\_ Yes\* \_\_\_\_\_ No

*\*If yes, please state the full street address (not a post office box) of that "permanent place of business."*

### IF A CORPORATION:

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_



Number of years engaged in business: \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President/CEO                      Secretary                      Chief Financial Officer

Does the Proposer have a "permanent place of business" in Connecticut?

\_\_\_\_\_ Yes\* \_\_\_\_\_ No

*\*If yes, please state the full street address (not a post office box) of that "permanent place of business."*

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of years engaged in business: \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)                      Residential Address (street only)

Does the Proposer have a "permanent place of business" in Connecticut?

\_\_\_\_\_ Yes\* \_\_\_\_\_ No

*\*If yes, please state the full street address (not a post office box) of that "permanent place of business."*

**IF A PARTNERSHIP:**

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of years engaged in business: \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_

\_\_\_\_\_

Name & Title (if any)

Residential Address (street only)

\_\_\_\_\_

\_\_\_\_\_

Name & Title (if any)

Residential Address (street only)

\_\_\_\_\_

\_\_\_\_\_

Name & Title (if any)

Residential Address (street only)

Does the Proposer have a "permanent place of business" in Connecticut?

\_\_\_\_\_ Yes\* \_\_\_\_\_ No

*\*If yes, please state the full street address (not a post office box) of that "permanent place of business."*

\*\*\*\*\*

\_\_\_\_\_

Proposer's Full Legal Name

\_\_\_\_\_

Name and Title of Proposer's Authorized Representative (print)

\_\_\_\_\_

Proposer's Representative, Duly Authorized (signature)

\_\_\_\_\_

Date



## Appendix G: Non-Collusion Affidavit

The undersigned Proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein certifies that:

1. The proposal is genuine; it is not a collusive or sham proposal;
2. The Proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
3. The Proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
4. Unless otherwise disclosed, no elected or appointed official of WESTPORT is directly or indirectly interested in the Proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof except as described in the RFP documents.

The undersigned Proposer further certifies that this affidavit is executed for the purpose of inducing WESTPORT to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer (signature)

\_\_\_\_\_  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires: