

# **SOUTH WINDSOR PUBLIC SCHOOLS (SWPS), CONNECTICUT**

## **REQUEST FOR PROPOSALS BID # 2023-008**

### **SOLAR POWER PURCHASE AGREEMENT**

#### **1. INTENT AND GENERAL INFORMATION**

The South Windsor Public Schools, of South Windsor, Connecticut (SWPS), is issuing this Request for Proposal (RFP) to obtain Power Purchase Agreement (PPA) offers resulting from the construction and operation of photovoltaic (PV) solar arrays at the locations listed in Exhibit B.

#### **2. GENERAL REQUIREMENTS**

Prospective firms must attend a mandatory site visit at 11:00 am on July 12, 2023. We will meet in the parking lot of the South Windsor High School Annex/Wapping Building located at 91 Ayers Road, South Windsor, CT 06074.

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

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

SWPS is an Equal Opportunity Employer (EOE). The Board of Education transacts business with firms which are in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination. By submitting a bid you are indicating your firm does not make employment decisions (including decision related to hiring, assignment, compensation, promoting, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, or gender identify or expression, except in the case of a bona fide occupational qualification. See Exhibit C Affirmative Action Statement document.

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

#### **3. BID ADMINISTRATOR CONTACT:**

SWPS is the issuing office for this document and all subsequent addenda relating to it.

SWPS has partnered with TitanGen Energy NE as the bid administrator.

The information provided herein is intended to assist interested bidders in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested bidders with sufficient information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Bidders are requested to provide a response to the specifications requested and may additionally provide alternate options if they choose.

TitanGen Energy NE Bid Administrator Contact:

Adam Teff  
TitanGen General Manager  
750 Main Street, Suite 1000  
Hartford, CT 06103  
860-965-2884  
ATeff@TitanEnergyNE.com

4. EXPECTED DURATION OF CONTRACT SERVICES

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

5. RFP TIMELINE

Documents for Solar Power Purchase Agreement for the South Windsor Public Schools, **RFP # 2023-008** may be obtained online at [www.southwindsorschools.org](http://www.southwindsorschools.org) on or after 8:00 a.m. Friday, June 23, 2023.

Advertisement/RFP Available	June 23, 2023
Mandatory Site Visit	July 12, 2023, 11:00 a.m.
Deadline for Written Inquiries	July 18, 2023, 3:00 p.m.
Responses Posted	July 20, 2023 3:00 p.m.
Submission Deadline for Proposals	July 31, 2023, 12:00 p.m.
Notification of Contingent Award	August 11, 2023 (tentative)
Implementation of Services	Summer 2024

6. USE OF SUBCONTRACTORS

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

7. NO GUARANTEE OF PURCHASE

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

No oral statement of the SWPS, including oral statements by SWPS representatives shall be effective to waive, change, or otherwise modify and provision of the Bid Documents, and no bidder or prospective bidder shall rely on any alleged oral statement.

#### 8. INQUIRIES

Proposers may submit written (email is acceptable) questions concerning this RFP to the bid administrator no later than the date specified in the RFP Timeline, July 18, 2023, 3:00 p.m. All inquiries must be emailed to [ATeff@TitanEnergyNE.com](mailto:ATeff@TitanEnergyNE.com). Written inquiries received after the deadline will not be considered. Responses to all pertinent written questions will be done so by issuing an addendum, which shall become part of the Invitation to Bid.

Such addenda will be posted on the SWPS's website ([www.southwindsorschools.org](http://www.southwindsorschools.org)) by July 20, 2023, 3:00 p.m. Each bidder is responsible for confirming with SWPS whether any addenda have been issued, and if so, obtaining a copy of such addenda and completing its Bid in accordance with the Bid Documents modified by such addenda. SWPS may also email addendum electronically to bidders in attendance at the mandatory walk through. However, it remains the responsibility of the bidder to review SWPS website for addendum or to confirm with SWPS if addendum have been issued.

#### 9. ADDENDA TO RFP

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

If it becomes necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its Provisions, an addendum will be provided following the format outlined in Section 8. INQUIRES.

#### 10. PROPOSAL PREPARATION COSTS

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

#### 11. BID ADMINISTRATIVE FEE

Proposers must include the bid administrative fee to the solar project cost as a form of compensation to the bid administrator. SWPS will not be responsible for any costs or expenses incurred by Proposers responding to this RFP that may relate to bid administrator fees. Please see Exhibit A for the Fee Agreement.

#### 12. CANCELLATION OF SOLICITATION

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

13. RETURN OF PROPOSALS

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

14. INCENTIVE STATUS

It will be the responsibility of the chosen developer to apply for any necessary incentives associated with these projects. The intent is to submit for an NRES award in August 2023.

15. OTHER INFORMATION

The contractor at all times shall observe and comply with all federal, state, and local laws and by-laws, ordinances and regulation in any manner affecting the conduct of the work.

All contractors or other persons providing services for SWPS shall conform to the provisions of the Connecticut Occupational Safety & Health Act (OSHA) of the State of Connecticut.

Bidders are to address all aspects of the Bid Documents as they will be incorporated into the contract that SWPS enters into with the selected vendor.

SWPS reserves the right, either before or after the opening of bids, to ask any bidder clarify its bids or submit additional information that SWPS in its sole discretion deems desirable.

Freedom of Information:

All information submitted in a BID or in response to a request for additional information is subject to disclosure under the Freedom of Information Act (FOIA) as amended and judicially interpreted. A bidder's response may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portion of its proposals that contain the claimed "Confidential Information" by visibly marking all such pages and portions. Provided that the bidder cooperates with SWPS, funds the cost of attorney involvement if need to determine if identified "Confidential Information" is in fact "Confidential Information" as identified by law, SWPS shall, to the extent permitted by law, protect from unauthorized use and disclosure such identified "Confidential Information".

Non-Collusion

By submitting a bid, each bidder, and each person signing on behalf of any bidder, certifies under penalty or perjury that, to the best of their knowledge and belief, the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or competitor, and further, that the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor.

## **PROCUREMENT SCOPE**

### **A. *PURPOSE***

The purpose of this project is for SWPS to obtain a Power Purchase Agreement (PPA) offer from a solar developer that will build, own and operate a PV solar array at the designated locations found in Exhibit B.

### **B. *SCOPE OF WORK***

It is the intent of SWPS to enter into a PPA with the successful Proposer for a term of twenty years for each site listed in Exhibit B. The SWPS shall pay no upfront costs related to the development of the solar PV system arising from this RFP. Behind-the-Meter and Front-of-Meter preferences are indicated in Exhibit B.

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

## **EVALUATION OF PROPOSALS AND CONTRACT AWARD**

SWPS will award a contract to the most responsive bidder, one that is deemed in the best interest to the district. This means the lowest bidder is not automatically determined to be the most responsive bidder.

Criteria applied in the determination could include, but not be limited to:

1. The Proposer's technical understanding of the services to be provided, its purpose and scope as evidenced by the quality of the proposal submitted.
2. The background and experience of the Proposer in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed.
3. The specific background, education, qualifications and relevant experience of the individuals designated to provide services.
4. Commitment to SWPS's timetable for the services to be rendered.
5. Proposer's business proximity to SWPS.
6. Competitiveness of proposed fees, although SWPS is not bound to select the Proposer who proposes the lowest fee for services SWPS reserves the right to negotiate fees with the selected Proposer or to accept the proposal which is in the best interest of SWPS.
7. The Proposer's responsiveness and compliance with RFP requirements and conditions.
8. A review of references from other Connecticut-based municipal clients as provided in the Proposal submitted.

9. Financial stability.

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

**MISCELLANEOUS REQUIREMENTS**

1. **INSURANCE**

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

**INSURANCE REQUIREMENTS**

SWPS reserves the right to adjust the limits related to insurance if appropriate to do for this type of project.

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

Minimum Limits: \$1,000,000 each occurrence

\$2,000,000 general aggregate with dedicated limits per project site

\$2,000,000 products and completed operations aggregate

\$1,000,000 personal and advertising injury

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

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

- C. Workers' Compensation: The contractor will maintain statutory workers' compensation and employer's liability insurance.

Minimum Limits: Workers' Compensation: statutory limit

Employer Liability: \$500,000 bodily injury for each accident

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

\$500,000 bodily injury disease aggregate



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

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

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

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

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

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

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

#### **Indemnification/Hold Harmless Agreement/Waiver of Subrogation**

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

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

### **FORMAT FOR PROPOSALS**

Sealed proposals will be received until 12:00 p.m. EST July 31, 2023 at South Windsor Public Schools, Office of Director of Facilities, Room 100, 1737 Main Street, South Windsor, CT 06074. Thereafter the name of the firms that have submitted proposals will

be publicly read aloud. Bids received after that time will not be considered and will be returned unopened to the bidder.

All bids must be submitted in sealed envelopes, bearing on the outside, the name of the proposal for which the bid is submitted: SWPS Solar Power Purchase Agreement, Bid # 2023-008 and the name and address of the bidder.

If forwarded by US Postal mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope, address as specified.

The bid forms must be completed with a bid price for any or all the options presented therein, except as otherwise expressly provided herein.

Two originals and one digital copy of the RFP response is required as acceptable RFP responses.

Include identified pages with the following information:

*Title Page*

- RFP Project Title
- Name of proposing firm
- Address and telephone number of proposing firm
- Name and title of contact person
- Date of submission

*Table of Contents*

- Identifying the sections outlined below as A – G.
- Provide page numbers for each section.

A. COMPANY OVERVIEW

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

B. FINANCIAL QUALIFICATIONS

A statement of Financial Qualifications is required, fully describing the financing plan. It should include biographies of the team member(s) involved, and information detailing your track record for no less than your past five projects. SWPS is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

C. PAST PROJECT DEVELOPMENT

A project development track record that includes a minimum of three individual Connecticut projects of similar size and disposition is required including relevant contact information of the clients that can be used for references. A comprehensive listing of all awarded projects (successful and unsuccessful) in the past two years should be included



with sufficient information that will allow SWPS to understand the developers' nature, disposition, size, and status.

D. PLANS & SPECIFICATIONS

The developer must include a plan/diagram that depicts the layout of the array. The developer must specify system equipment to be installed, including, but not limited to panels, inverters, racking systems, etc. The developer must indicate whether the system proposes any roof penetrations and the historic success/failure ratio for such system. Plans must include annual production estimates and relevant guarantees for each year in the PPA term.

E. SCHEDULE

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

F. PRICING & CONTRACT

PPA must demonstrate a cost savings on energy purchased and have no upfront cost. Respondents are strongly encouraged to demonstrate savings as they relate to both usage and if applicable, delivery. A sample contract must be included. Additionally, Exhibit D Solar Bid Evaluation Sheet is required to be completed for each project (High School, Middle School, Pleasant Valley Elementary School and an optional project consisting of a covered walkway from the High School to the High School Annex/Wapping Building)

G. PROPOSAL SIGNATURE PAGE

Refer to Attached

PROPOSAL SIGNATURE PAGE

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

By: \_\_\_\_\_

Name of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit A

Proposer acknowledges and agrees to the following payment terms:

- A. Proposer, if selected under this RFP, agrees to pay TitanGen, LLC the RFP Fee in accordance with the terms set forth within the RFP. For the avoidance of doubt, the specific amount will be equal to the number of installed watts (DC) multiplied by \$.12.
- B. The RFP Fee payment schedule shall be as follows: 15% within ten days of the PPA/lease execution date; 35% within 10 days of Commencement of Construction of the System; and 50% within 10 days of receiving Permission to Operate from Eversource Energy.
- C. Failure to pay the RFP Fee in a timely manner shall constitute an event of default and shall disqualify the selected Proposer from this RFP.
- D. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

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

**AGREED AND ACCEPTED:**

Proposer Signature: \_\_\_\_\_

Proposer Name (Printed): \_\_\_\_\_

Proposer Company: \_\_\_\_\_

Date: \_\_\_\_\_

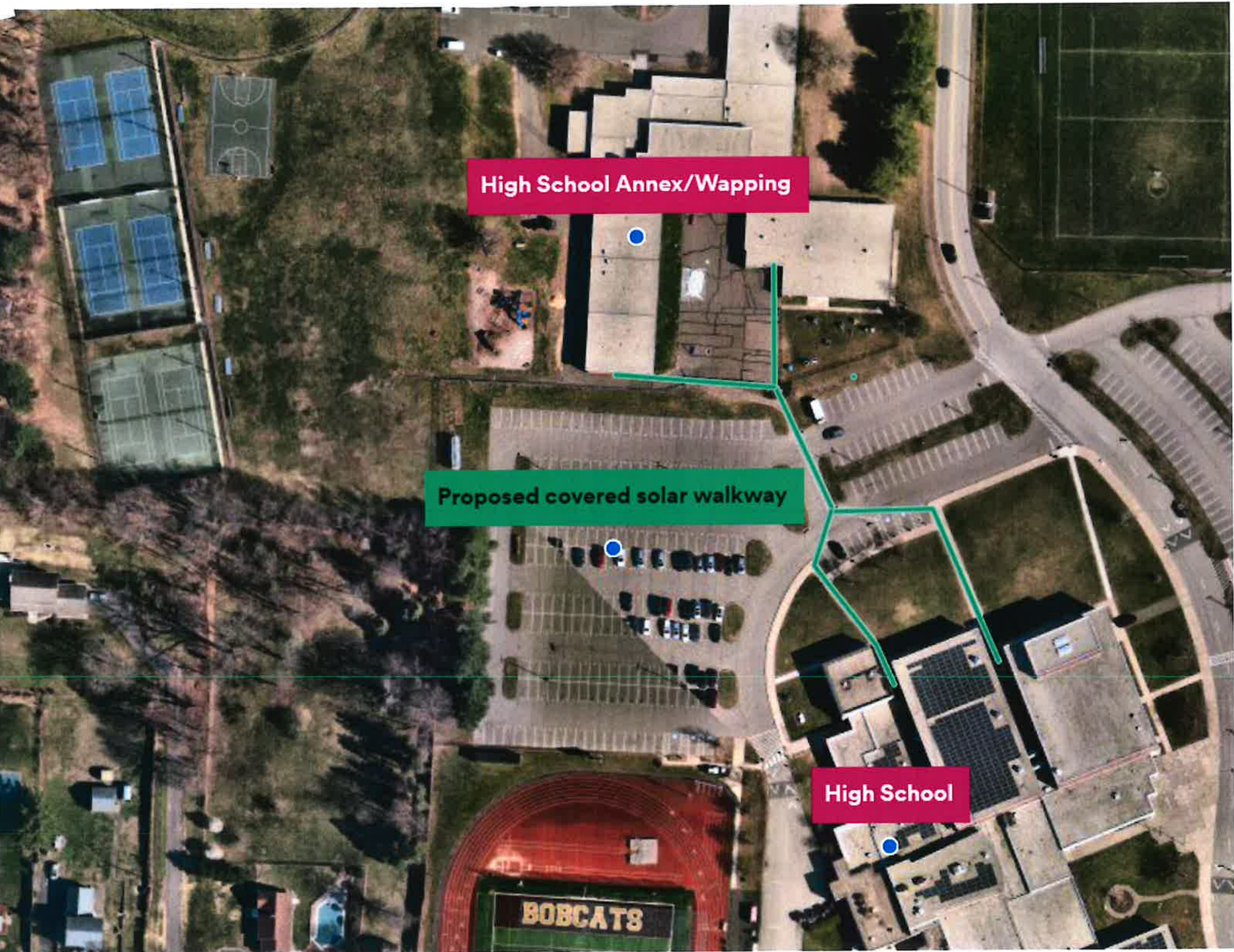
## Exhibit B

- High School – to accommodate existing BTM solar, the system will need to be designed as FTM. SWPS prefers a VNM credit purchase agreement structure here.



- Timothy Edwards Middle School – rooftop BTM system
- Pleasant Valley Elementary - rooftop BTM system
- High School Annex/Wapping Building – rooftop BTM system
- Optional Bid – covered walkway between High School and the High School Annex following the path below. It would be to accommodate students walking between buildings. The structures can utilize PV or not, depending on bidder comfort. SWPS will evaluate the options and make a determination as to which best addresses the intent of the project.





**Exhibit C**  
**AFFIRMATIVE ACTION**

**SOUTH WINDSOR PUBLIC SCHOOLS**  
**1737 Main Street**  
**South Windsor, CT 06074**

TO: All Contractors

FROM: Chris M. Chemerka, Director of Finance & Operations

SUBJECT: Affirmative Action

The South Windsor Public Schools is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination. A copy of the Board of Education Affirmative Action Statement is printed on the bottom of this letter.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy with your bid response.

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_ that there will be no discrimination against anyone on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression in making employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination.)

In addition, this form is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (Name/Title of Company Officer)

\_\_\_\_\_  
Telephone #

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

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
City/State



Solar Bid Evaluation Sheet South Windsor High School

EXHIBIT D

\*Please complete per project

System Size	
Year-1 kWh Production	
PPA Rate	
Escalator (if applicable)	
PPA Term	
NRES Bid Assumption	
Year-1 Savings	
Lifetime Savings	
Panel Type	
Inverter Type	
Racking Type	
Panel Warranty Period	
Inverter Warranty Period	
Racking Warranty Period	
Production Guarantee (if applicable)	

Solar Bid Evaluation Sheet South Windsor Middle School

EXHIBIT D

\*Please complete per project

System Size	
Year-1 kWh Production	
PPA Rate	
Escalator (if applicable)	
PPA Term	
NRES Bid Assumption	
Year-1 Savings	
Lifetime Savings	
Panel Type	
Inverter Type	
Racking Type	
Panel Warranty Period	
Inverter Warranty Period	
Racking Warranty Period	
Production Guarantee (if applicable)	

Solar Bid Evaluation Sheet South Windsor High School Annex/Wapping

EXHIBIT D

\*Please complete per project

System Size	
Year-1 kWh Production	
PPA Rate	
Escalator (if applicable)	
PPA Term	
NRES Bid Assumption	
Year-1 Savings	
Lifetime Savings	
Panel Type	
Inverter Type	
Racking Type	
Panel Warranty Period	
Inverter Warranty Period	
Racking Warranty Period	
Production Guarantee (if applicable)	

Solar Bid Evaluation Sheet South Windsor Pleasant Valley Elementary

EXHIBIT D

\*Please complete per project

System Size	
Year-1 kWh Production	
PPA Rate	
Escalator (if applicable)	
PPA Term	
NRES Bid Assumption	
Year-1 Savings	
Lifetime Savings	
Panel Type	
Inverter Type	
Racking Type	
Panel Warranty Period	
Inverter Warranty Period	
Racking Warranty Period	
Production Guarantee (if applicable)	