

REQUEST FOR QUALIFICATIONS

COMMUNITY SHARED SOLAR PILOT PROJECT TOWN OF SIMSBURY, CT 933 HOPMEADOW STREET SIMSBURY, CT 06070

1. SOLICITATION

The Town of Simsbury, CT (the “Town” or “Issuer”) is issuing this Request for Qualifications (“RFQ”) to solicit statements of qualifications (“qualifications” or “responses”) from solar energy developers (“respondents”) to:

- (1) Work collaboratively, and at risk, with the Town to respond to an anticipated CT DEEP RFP for the Shared Clean Energy Facility (“SCEF”) Pilot Program and, if selected;
- (2) Design, permit, finance, install, own and operate a Community Shared Solar Project (“*Project*” or “*System*”) with a capacity of approximately 2 MwDC located on municipal property as described herein (the “*Premises*”), and;
- (3) Enter into a long-term lease agreement for the Project host site with the Town that provides the Town with annual lease payments, property tax revenues and other potential benefits.

Simsbury is a community of 23,000 residents, comprising 34 square miles northwest of Hartford. Our annual operating budget for the Town is roughly \$18M and we are rated by Moody’s Investors Service with an Aaa rating, Moody’s highest rating. A Board of Selectmen, with an elected, full time First Selectman serving as chief executive governs the Town.

The Town is interested in hosting a Community Shared Solar Project for the benefit of its citizens and the environment, and to reduce reliance on fossil fuels. A Request for Qualifications (RFQ) is being issued to allow the Town to evaluate and select the best potential partner for the Project and to provide the necessary flexibility for negotiating contractual and financial arrangements that are in the Town’s best interest.

Qualifications from respondents, as required in accordance with all terms and specifications contained herein, will be received by Joseph Mancini, Director of Finance, 933 Hopmeadow Street, PO Box 495, Simsbury, CT until the date and time shown in the schedule provided in Section 2.

A Pre-Submission Conference will commence on the date shown in Section 2 at the Main Meeting Room of Simsbury Town Hall. Immediately following the conference, non-mandatory tours of the Premises will be offered by the Town.

Responses must be submitted in a sealed outer package addressed as noted above. Within each envelope or package, the respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the statement of qualifications on behalf of the respondent.

Within a sealed envelope within the outer package, respondent shall enclose three (3) hard copies and one (1) single-file electronic version (in Adobe Acrobat (pdf) format and on a flash drive or CD-ROM) of the statement of qualifications. The sealed envelope shall be marked with the respondent's *company name*, and plainly marked in the lower left hand corner:

“Response to Community Shared Solar Project RFQ.”

It is the respondent's responsibility to see that its statement of qualifications is delivered within the time and at the place prescribed. No qualifications shall be opened by the Issuer until the time set for opening. Withdrawal and modification of responses shall be governed by Section 3 of this RFQ.

A respondent filing a statement of qualifications thereby certifies that (1) no officer, agent, or employee of the Town of Simsbury has a pecuniary interest in the statement of qualifications; (2) the statement of qualifications is made in good faith without fraud, collusion, or connection of any kind with any other prospective respondent for the same RFQ, and (3) the prospective respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm, and (4) they have read and are in compliance with Simsbury's Code of Ethics Ordinance, Section 1103 of the Town Charter (available on the Town's web site).

The right is reserved, as the interest of the Issuer may require, to reject any or all qualifications, to waive any technical defect or informality in qualifications received, and to accept or reject any qualifications or portion thereof.

All questions pertaining to this RFQ should be referred to Thomas J. Roy, PE, Director of Public Works, troy@simsbury-ct.gov or (860) 658-3222 prior to 4:00 p.m. on the date shown in the Schedule below.

This RFQ will be available on the Town's web site, under Quick Links, Bids and RFP's located at the bottom of the home page, or to any potential respondents on request. It is the respondent's responsibility to check prior to the Public Opening for any addenda issued as a result of questions or changes needed in this RFQ.

2. PROCUREMENT SCHEDULE

Pre-Submission Conference with the Town	February 1, 2016 - 10:00am
Questions Due to the Town	February 3, 2016
Responses to Questions/Addenda Issued by the Town	February 4, 2016 - 4:00pm
Qualifications Due to the Town	February 8, 2016 – 10:00am

3. GENERAL TERMS AND CONDITIONS

3.1 Receipt and Opening of Responses. Sealed qualifications will be accepted by the Town until the time indicated in the schedule in Section 2 above.

3.2 Form of Response. Qualifications must be submitted in the form and format requested herein, and using the forms attached to this RFQ in Appendix A. No changes shall be made in the phraseology of the forms or in the item or items mentioned herein. Except as otherwise provided in this RFQ, responses that are incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected at the Town's sole discretion.

3.3 Submission of Responses.

(a) Packages containing responses must be sealed and addressed as specified in Section 1 above.

(b) After the Public Opening, a respondent may withdraw, but may not modify, its response except in a manner that is not prejudicial to the interest of the Town or to fair competition. Negligence on the part of the respondent in preparing the response confers no rights for the modification of the response after it has been opened.

(c) Responses received prior to the Public Opening will be kept unopened. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified.

(d) Any deviation from the requirements of this RFQ must be noted in writing and attached as a part of the response. The respondent shall indicate the item or part with the deviation and indicate how the response deviates from the requirements.

(e) The Town may in its discretion waive any and all informalities or allow the respondent to correct them.

3.4 Evaluation of Responses. The Issuer will utilize a selection committee to identify the responsive respondents and rank the most qualified respondents. It is the responsibility of each respondent to provide information, evidence or exhibits that clearly demonstrate the respondent's ability to satisfactorily respond to project requirements and the factors listed on the qualifications

forms. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information, as the Town deems appropriate. The Town may require public presentations by respondents. The Town reserves the right to request or obtain additional information about any and all responses.

A responsive respondent is a respondent that demonstrably possesses the skill, ability, financial resources, and integrity necessary to faithfully perform the work contemplated by this RFQ.

The Town may enter into negotiation of a Memorandum of Understanding, Lease Agreement and/or other related agreements (collectively, “the contract”) with the most qualified respondent. If the Town and the most qualified respondent are unable, within sixty (60) days following the Town’s notice of commencement of negotiations with a respondent (or such longer period of time as the Town may deem appropriate), to negotiate a satisfactory contract with that respondent under such terms that the Town determines to be fair, competitive, and reasonable, the Town may terminate negotiations with that respondent and may, at its sole discretion, commence negotiations with the next highest ranked respondent.

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

All substantive inquiries from prospective respondents concerning this RFQ must be submitted in writing and may be shared with other prospective respondents. All responses to substantive questions shall be in writing and will be simultaneously distributed to all recipients of the RFQ.

3.5 Contract Requirements. The selected respondent will be expected to enter into a Memorandum of Understanding (MOU) with the Town that will stipulate the responsibilities of each party relative to responding to the State’s SCEF Pilot Program RFP, including the good faith negotiation of the financial aspects of any proposal submitted in response thereto.

If awarded a Pilot Project under the State’s Pilot Program, the selected respondent will be expected to negotiate and enter into a lease agreement with the Town for the project under financial terms consistent with those contained in the response to the State’s RFP. Such lease will contain, as a minimum, the mandatory terms provided in Appendix C.

3.6 Submission of a statement of qualifications shall be conclusive evidence that the respondent is familiar with all the conditions of this procurement.

Upon finding any omissions or discrepancy in this RFQ, the respondent shall notify the Town immediately so that any necessary addenda may be issued. Failure of the respondent to completely investigate the Premises and/or to be thoroughly familiar with the conditions of this procurement (including plans, specifications and all addenda) shall in no way relieve the respondent from any obligation with respect to its statement of qualifications.

4. PROJECT OVERVIEW

The Town desires to host a Community Shared Solar Project, for the benefit of the Town and its residents, developed under the State's Pilot Program for Shared Clean Energy Facilities created under CT Public Act 15-113 and administered by the CT Department of Energy & Environmental Protection (DEEP). The Town intends, through this procurement, to select a development partner with whom it will work collaboratively to submit a proposal to DEEP in response to the SCEF Pilot Program RFP, which is expected to be released in early 2016. If selected by DEEP to develop a Pilot Project, the Town expects to negotiate and enter into a long-term (min. 20 years) lease agreement for the Project host site with the selected respondent under previously agreed financial terms. The selected respondent will own the System and will be responsible for the design, engineering, permitting, financing, installation, testing, operation, maintenance, repair and decommissioning of the System, and site restoration.

The Town is considering three municipally owned sites to host the Project. The sites are detailed in Appendix B. The Town expects the respondent to conduct the necessary due diligence and evaluation to select the most favorable site for development. Final approval of these sites will require Town approval and will be contingent on the proposed design and public comment.

5. PROJECT SITE AND EXISTING SITE CONDITIONS

5.1 Property Description: The potential host sites are described in Appendix B attached to this RFQ.

5.2 Site Conditions: Before submitting a statement of qualifications, each respondent shall familiarize themselves with the potential host sites as necessary to develop a statement of qualifications to undertake the Project in accordance with the terms and conditions of this RFQ. The selected respondent will be responsible for conducting any additional studies it may require, at its own cost and risk, prior to entering the lease agreement and/or in conjunction with the development of the Project. The Town intends to lease the municipal land on an "as is" basis.

6. PROJECT ROLES

6.1 Role of the Selected Respondent: The selected respondent will lead the preparation of a response to the anticipated RFP from DEEP for the SCEF Pilot Program, including good faith negotiation and agreement with the Town regarding the financial aspects and other major commercial terms of the host site lease agreement. If the Project is selected to participate in the Pilot Program, the selected respondent is expected to negotiate and enter into a lease agreement, consistent with the proposal to the State and including the minimum lease terms provided in Appendix C, with the Town pursuant to which the respondent will: (a) obtain from the Town the right to install, operate and maintain the System on the Premises, and (b) sell electric power or utility credits generated by the System to community members.

The selected respondent will be responsible for designing, financing, installing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., building permits, Siting Council, etc.).

At the end of the lease term, the respondent will retain ownership of the System and be required to remove the System, unless the Town decides to negotiate a new lease with the selected respondent or exercise any right of purchase that is included in the lease. The lease will include a requirement to provide a financial assurance mechanism to ensure that the System is removed.

6.2 Role of the Town: To facilitate the development of the Project, the Town will:

- (a) Work collaboratively with the selected respondent to develop a response to the State's RFP for the SCEF Pilot Program
- (b) Provide reasonable access to the Premises to obtain data (whether required or reasonably requested by the contractor);
- (c) Grant to the contractor sufficient access and occupancy rights to allow the selected respondent to undertake the Project at the Premises;
- (d) Provide access for the installation, maintenance, and ongoing operation of the System;
- (e) To the extent reasonable and appropriate, provide information to the contractor to assist the contractor in securing any remaining permits for the Project, including but not limited to local board approvals; and
- (f) Cooperate with the contractor to the extent reasonable and appropriate on remaining issues with respect to access, construction and interconnection.

7. **STATEMENT OF QUALIFICATIONS - REQUIREMENTS**

Each Statement of Qualification submitted in response to this RFQ should contain the following information, and should be arranged in the format described below:

Transmittal Letter

Please include a transmittal letter signed by a party authorized to make a formal submittal on behalf of the respondent. The letter shall clearly indicate that the respondent has carefully read all the provisions in the RFQ and should include a brief executive summary of the respondent's proposal. Please indicate explicitly whether the respondent is currently working with, or intends to work with, any other CT municipalities regarding community shared solar projects to be constructed under the State's Pilot Program. Transmittal letters should also acknowledge receipt and understanding of any Addenda associated with the project. Please provide the name and contact information of your firm's representative for this solicitation.

Project Team:

Please provide an organizational chart describing the respondent's project team and roles, including subcontractors. Provide resumes of key project staff.

Project Understanding and Approach

Please describe your understanding of the Town's objectives under this solicitation and of the State's SCEF Pilot Program. Please describe the approach your firm will take to prepare a

“winning” proposal under the State’s SCEF RFP, including securing community shared solar interested parties, negotiating lease terms with the Town, engaging an inclusive group of community stakeholders to build consensus, and responding fully to State’s requirements and objectives. Also, describe your firm’s approach to successfully developing, installing and operating the Project including local and state permitting, community participation, and other typical project challenges.

Project Financing Capabilities:

- Provide a description of the relevant financing structure for the proposed project.
- Provide a list of five (5) past solar PV systems financed and installed by your company and operating under a similar financing structure, including the number of kW per project, COD date, length of contract and project location.
- Provide evidence that your firm has the ability to secure project financing for the total installed cost of the system proposed in response to this RFQ. This should include a commitment letter from the anticipated funding source or sources.

Relevant Project Experience

- Discuss and provide evidence of your experience with “community owned” solar projects (please limit project descriptions to a maximum of one page per project)
- Discuss and provide evidence of your experience with solar PV projects in CT, including those developed under previous incentive programs (please limit project descriptions to a maximum of one page per project)
- List the total number of projects and total capacity (in kW DC) of operational solar PV projects completed by your company to date.
- List the size (in kW DC) and location of solar PV projects completed within the past 3 years over 1,000 kW in size, and highlight any projects installed on landfills or public property.
- Discuss your experience with permitting of similar projects in CT specifically those that required Siting Council Approval
- Discuss your experience conducting public outreach to support development and operation of similar projects
- Discuss your experience with incorporating the Envision process (if any, or other sustainability rating systems with a similarly holistic approach) into the development of similar PV projects, or other similar infrastructure projects.
- Discuss how you have mitigated impacts raised by adjoining property owners on other solar projects in operation.

References

Please provide contact information for at least three (3) references for similar completed projects. Please describe the referenced project, and the role of the reference on the project.

Corporate Information

Please provide information regarding the respondent as follows:

- Year founded and number of continuous years in business. Status (private or publicly-held). Minimum of 5-years in business is required.

- Number of employees at the time of submittal (full time employees, excluding contractors).
- Corporate office location and location of local offices
- Evidence of relevant corporate licensure
- Evidence of corporate insurance (CGL, Auto, Professional Liability, Workers Comp, etc.)

Corporate Certifications

- Certification of financial interest disclosure and of non-collusion, signed and submitted on the form attached to this RFQ as Appendix A1.
- Certification of compliance with state tax laws signed and submitted on the form attached to this RFQ as Appendix A2.

8. EVALUATION CRITERIA

At a minimum, respondents shall meet the following requirements in order to be considered responsive:

- (a) Timely submit the statement of qualifications.
- (b) Provide a copy of the appropriate licenses, accreditations, and the like required by federal, state, and/or local authorities with respect to the services contemplated by this RFQ.
- (c) Provide all of the requested information in this RFQ.

The Town, through a designated selection committee, will evaluate the qualifications of each responsive firm based on the information provided as well as any subsequent interviews or requests for additional information, and will comparatively rank the firms to determine the best firm for this project. Evaluation criteria will include:

- Depth of experience with similar projects, specifically community shared solar of 1 MWdc or greater, successfully permitted, designed, financed, constructed and operated.
- Experience with inclusive stakeholder outreach and consensus building, specifically in communities of similar demographics to those in Simsbury. Acceptable evidence may include examples of outreach materials, descriptions of the process by which respondent identifies and engages inclusive stakeholder groups, and letters of reference from clients specifically addressing this criterion.
- Depth of experience successfully applying Envision and/or other holistic infrastructure sustainability rating systems to other community-scale projects. Acceptable evidence may include awards achieved and/or letters of reference from clients specifically addressing this criterion.

The top ranked firm will be invited to enter into contract discussions with the Town as described earlier.

9. APPENDICES

Appendix A – Statement of Qualifications Forms

- Appendix A1 – Certificate of Non-Collusion
- Appendix A2 – Code of Ethics Ordinance Acknowledgement Form

Appendix B – Description of Premises

Appendix C – Minimum Mandatory Terms for Solar Lease

**APPENDIX A1
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalties of perjury, that this statement of qualifications has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature)

(Name of person signing qualifications)

(Name of business)

**APPENDIX A2
CERTIFICATE OF NON-COLLUSION**

Following Two Pages



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 496

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

**CODE OF THE TOWN OF SIMSBURY, CONNECTICUT PART I ADMINISTRATIVE LEGISLATION /
Chapter 13, ETHICS, CODE OF /
Acknowledgment Form and Charter Section 1103**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a member of _____, an employee of the Town or a consultant _____, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception:

CONFLICTS OF INTEREST - SECTION 1103

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or of any board or commission shall disqualify such elected or appointed official or such member of a board or commission or such Town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print)

Date:

Telephone (860) 658-3200
Facsimile (860) 658-9467

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday

Code of Ethic Acknowledgement Form 2009

Instructions for the Acknowledgment Form

Thank you for your service to the Town of Simsbury. The purpose of this acknowledgement form is to confirm your understanding of the Simsbury Code of Ethics and your obligations to disclose and disqualify yourself from any conflict of interest that should arise. It also provides you the opportunity to identify possible future conflicts before they arise.

The Simsbury Charter Section 1103 and Section 13-12 of the Code of Ethics require the disclosure of any "financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or of any board or commission."

Please list in the box labeled Areas of Exception any relationships you have, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Town of Simsbury and your personal or professional interests, financial or otherwise. Reportable disclosures may include any entity or organization for which you or a family member are an employee, consultant, officer, director, or owner if that business conducts any business with or represents the interests of others before the Town of Simsbury or any of its Boards or Commissions.

If you have any questions on how to complete this form, please contact your supervisor or the Chair of the Board or Commission on which you serve.

Please Note: Disclosure of a possible Area of Exception on this form does NOT relieve you from reporting the disclosure again when it arises and disqualifying yourself from the conflict of interest situation in accordance with either section of the Charter and/or Code.

APPENDIX B DESCRIPTION OF PREMISES

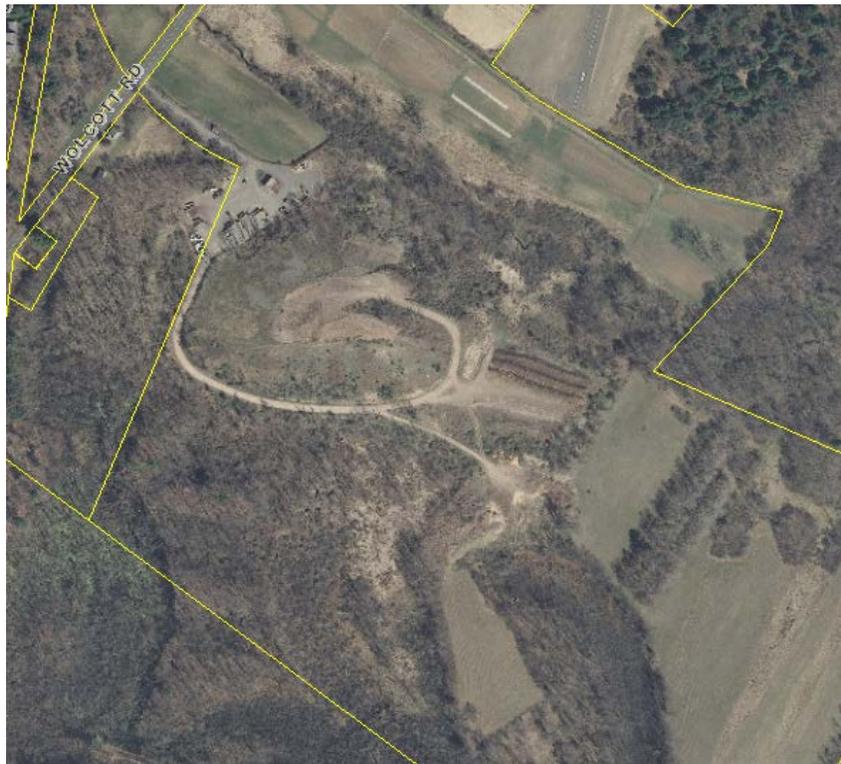
The sites identified by the Town for the potential installation of a Community Shared Solar Project include:

- Site 1 – Closed Municipal Landfill, 68 Wolcott Road
- Site 2 – “East Side of Barndoor Triangle”, west of Barndoor Hills Road
- Site 3 – Public Works Facility, 66 Town Forest Road

A brief description of the sites follows, as well as aerial photographs.

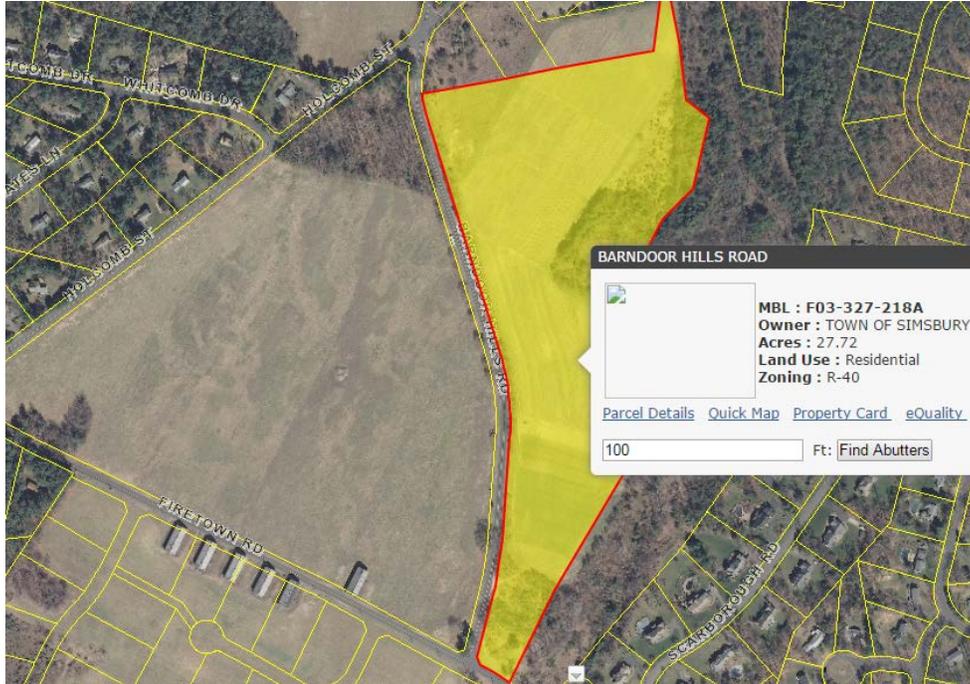
Site 1 – Closed Municipal Landfill

This parcel of approximately 60 acres includes the Town’s closed municipal landfill. The parcel is located in a sparsely developed area with few residential abutters, and is abutted by a three-phase utility distribution circuit. The topography and wetlands are issues for this site.



Site 2 – East Side of Barndoor Triangle Site:

This parcel of approximately 28 acres (triangle is larger) is presently undeveloped open space being leased for farming. The location is proximate to several residential areas. The parcel is zoned for residential development. Most of the parcel has been previously cleared. The location of the closest three-phase power is unknown.



Site 3 – Public Works Facility

Several buildings serving the Town’s Public Works Department presently occupy this parcel of approximately 34 acres. Undeveloped land behind the building complex is used by the Public Works Department for materials management. The parcel is screened from nearby residential areas by an extensive wooded buffer. Three-phase power is available at the site. Rooftop units could be considered.



APPENDIX C
MINIMUM MANDATORY TERMS –LEASE FOR SHARED SOLAR SITE

Any lease entered into by the Town shall include, but not be limited to, the following mandatory provisions:

Compliance with Laws - The contractor shall comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

Decommissioning Assurance - The Contractor must provide adequate financial assurance, in a form reasonably satisfactory to the Town, to fully cover the cost of decommissioning the PV System and restoration of the underlying property.

Governing Law; Venue - All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.

Indemnification - The Contractor shall hold harmless and indemnify the Town and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor's work or any subcontractor's work under the contract.

Insurance - The Contractor must obtain, at a minimum, (i) worker's compensation insurance; (ii) commercial general liability insurance of at least three million dollars; (iii) professional liability insurance covering negligent errors, omissions, and acts of the Contractor or of any person or business entity for whose performance the Contractor is legally liable arising out of the performance of the Contract of at least 3 million dollars, (iv) comprehensive automobile liability coverage of at least 3 million dollars, (v) umbrella liability insurance with single limits in the amount of at least 3 million dollars, and (vi) all risk builder's risk property coverage.

Payment and Performance Bonds – Prior to construction, the Contractor must provide a payment and performance bond in an amount equal to 100% of the installed value of the System, and provide a certified copy of each bond to the Town showing the Town as co-beneficiary along with Project owner. Unless otherwise specified by the Town, the performance and payment bonds shall remain in effect during the total implementation period for the Project. The implementation period shall include all time required for installation, testing, and acceptance of the installed PV System. The performance bond shall be released upon Town's acknowledgement of all equipment installed per the contract. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full or final acceptance whichever is later. The Contractor shall not file any mechanics liens against the Town and this requirement shall flow down to all subcontractors. Therefore, the payment bond shall secure the Contractor's obligations for payment of laborers, suppliers, and all subcontractors.

Payment Guarantee - Upon Town's release of both the performance bond and the payment bond, Contractor shall provide a payment guarantee for the remaining term of the Contract to cover Contractor's payment obligations under the Contract. The Contractor may propose a form of guarantee, including, but not limited to, a corporate guarantee backstopped by a parent company or credit enhancement by a financial institution.

Subcontracting – The Contractor may only subcontract work with prior written approval of the Town. The Contractor shall be fully responsible for the acts and omissions of its subcontractors.