

**TOWN OF SOMERS**  
600 Main Street  
Somers, Connecticut 06071  
[www.somersct.gov](http://www.somersct.gov)  
TEL. (860)763-8200, FAX. (860)763-8228

FIRST SELECTMAN: Timothy Keeney, SELECTMAN: William Meier, III, SELECTMAN: Robert Schmidt

**TOWN OF SOMERS, CT**

**REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEM**

**I. INTRODUCTION:**

The Town of Somers, CT (the "Town") is soliciting proposals from solar energy providers (each a "Developer") to design, permit, install, finance, own, operate and maintain at least one photovoltaic system (the "System") at a certain Town site a portion of which the Town anticipates leasing/licensing to the winning bidder (the "Winning Bidder").

The Town would like to lease available acreage at its capped landfill at 127 Egypt Road (the "Landfill" or the "Site") located in Somers, Connecticut to one Developer to own, operate and maintain the System for the duration of a long-term lease agreement. A parcel map is attached.

**II. GENERAL INFORMATION & RFP INSTRUCTIONS:**

**a. Key Dates:**

Date	Action
October 13, 2022	Release of RFP
November 2, 2022	Site Visits
November 9, 2022	Questions due Consultant
November 23, 2022	Proposals Due
December 13, 2022	Selection of the Winning Bidder

**b. Site Visit:**

The Site Visit for prospective Developers is scheduled as shown in the chart above. All interested Developers will meet at the Somers Public Works Department, 93 Egypt Road, Somers, Connecticut at 10:00 a.m. Developers are encouraged to attend the Site Visit.

**c. Right to Amend or Terminate this Request for Proposals (this "RFP"):**

The Town may in its sole discretion, clarify, modify, amend, or terminate this RFP (with or without notice to the Developers) if the Town determines in its sole discretion that it is in the Town's best interests. The Town reserves all rights to reject any or all proposals and to negotiate lease terms and conditions in the best interests of the Town.

**d. Non-Binding:**

Any lease shall be preceded by a Notice of Award and letter of intent or option agreement and thereafter will be contingent and non-binding ((i) all approvals and letters of support are received from applicable local, state and federal regulatory agencies, boards and authorities, (ii) final, financeable interconnection service agreements are fully executed with the utility and (iii) all other pertinent written documents and contracts are signed by the Town and the Winning Bidder.

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If the Winning Bidder attempts to alter terms of a proposal or negotiate with the Town in bad faith or does not pursue all non-ministerial permits or contracts (leases, etc.) in a diligent and timely manner or pay interconnection-related payments on time, it shall be subject to termination at the Town's discretion and the Town shall have the authority to select another Developer or not.

Further, if the Winning Bidder withdraws its proposal and its participation in the processes contemplated herein or if the Town terminates the Winning Bidder, then the Town and the Winning Bidder hereby agree that the Town shall have the right within thirty (30) days following the withdrawal or termination to purchase all of the interconnection rights (if any), studies and applications submitted by the Winning Bidder along with any surveys or professional drawings (and the electronic data) and permits received, at the reasonable, verifiable, third-party out-of-pocket costs incurred by the Winning Bidder. The Winning Bidder shall take all necessary steps with the utility or local, state or federal board or agency to assign the rights to such permits, interconnection rights, etc. to the Town. Proposal Submission Instructions:

Developers should submit their proposals electronically preferably in a single .pdf format (if too large to send, a Dropbox link (or something similar) should be utilized) to Kirt Mayland at Mayland Energy, LLC (the "Consultant") at the email address listed earlier no later than the Proposal Due Date shown in the chart in Section II. The Consultant shall confirm receipt with the Developer. Proposals received after the final submission date may be considered at the sole discretion of the Town. All leases and work proposed must be capable of being implemented under all local, state and federal laws and regulations, and allowable under any utility-specific rules, incentive programs or guidance.

e. Questions:

Any questions concerning the process and procedures applicable to this RFP and concerning this RFP's specifications or the Sites, are to be submitted in writing by e-mail only to the Consultant at the email address listed earlier. Answers to questions, if appropriate, will be posted on the Town website and shall be deemed a part of this RFP. Developers are responsible for the consideration of any materials or information supplied through this process.

Developers shall have the responsibility of contacting state agencies or authorities for closure records of the Landfill.

Developers are prohibited from contacting any Town employee, officer or official concerning this RFP. A Developer's failure to comply with this requirement may result in disqualification. No oral statement of the Town, including oral statements by any Town representatives, shall be effective to waive, change or modify any of the provisions of this RFP, and no Developer shall rely on any alleged oral statement regarding this RFP.

III. PROPOSAL SPECIFICATIONS:

a. System Description/Suitability:

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The Town would like to lease available areas at the Site to a Developer to own, operate and maintain the System for the duration of a long-term lease agreement. The Town makes no representation as to the suitability of the Site for the System either from the standpoint of buildability, interconnection or qualification for any state incentive program. The suitability of the Site for solar is the sole responsibility of the Developers, and the Town will make the final decision as to whether any proposed locations on the Site or size of the System is acceptable to the Town.

IV. PROPOSAL REQUIREMENTS:

Proposals submitted in response to this RFP shall include the following information and documents, be clear and unambiguous, and be presented in the following manner:

a. Developer Qualifications:

Developers must submit a brief description of their company history. Developers should list completed significant projects to date (and the capacities) in New England (identifying the state) and what role it played with respect to each project (i.e., development, construction, operation/ownership). Preference could be given to Developers that not only develop and/or construct projects but also own and operate projects for the long-term.

b. System Design:

Proposals shall provide a basic system schematic design layout for each System, including projected DC size. Proposals shall provide details about the estimated kWh to be generated by the System. It is at the discretion of the Developers whether to couple battery storage with the System.

c. State Program:

Developers should indicate which state incentive program to which they intend to apply. To the extent the program involves net metering (or a similarly structured on-bill credit program) the Developer or Winning Bidder grants the Town a right of first refusal to a receive virtual net metering or on-bill credits (or the equivalent) from the System under the same terms and conditions as offered to a third party for the benefit of Town accounts. For purposes of this RFP, Developers may propose the benefits or value of these on-bill credits separately or consolidate them into and as part of the lease price.

d. Lease

i. Lease Price and Term.

Proposals shall provide pricing for at least a 20-year lease term for each System, including proposed annual escalators. The lease terms (plus proposed extensions, if any) should be clear. If applicable to the particular proposal, development period rent along with commercial operation rent should be specified, along with how long a period the Developer would

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prefer for the development period.

ii. Real Estate and Personal Property Taxes.

The Town is willing to discuss a tax agreement for real estate and/or personal property taxes If allowable under state laws and regulations. Developers may include proposals for personal property and real estate taxes separately or include such pricing in the lease price.

iii. Lease Form.

If the Winning Bidder prefers to use its own lease form, it shall be required to reasonably compensate the Town's outside counsel for a review of such document(s). Otherwise, the Town and the Winning Bidder shall use the Town lease form.

iv. Battery Storage/EV Charging Stations.

It is at the discretion of each Developer whether to couple battery storage with the System, or to include EV charging stations, if appropriate at the Site or elsewhere in the Town as part of its proposal. Any benefits to the Town or the lease price from the inclusion of battery storage should be included in a proposal.

v. Decommissioning Surety and Environmental Insurance

Proposals should include an estimate of any decommissioning surety the Developer is willing to post, if any, and what the preferred form would be (letter of credit, bond, cash escrow, etc.). Prior to construction on the landfill, the Winning Bidder shall be required to procure contractors pollution liability insurance at an amount to be agreed upon by the Town so proposals should reflect this requirement.

e. Interconnection:

Given the importance of establishing a priority interconnection queue position, the Town has already applied for interconnection (see attached drawings). It shall be of condition for the Winning Bidder that it reimburse the Town and the Town's engineer \$3000 (representing the out-of-pocket cost only of the interconnection drawings plus the application fee) at the same time a letter of intent or option agreement is executed.

For the sole purpose of this RFP and to levelized proposals, please assume an interconnection cost (not including application of the ITC) of \$500,000.

f. Project Portfolio and References:

Developers must provide the names (individuals), addresses and contact information for three (3) references related to the technical expertise and financial capability of the Developer to develop, construct and/or own/operate the System.

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g. Statement on Developers Financial Strength:

Proposals should include sufficient and current information indicating the Developer's financial strength along with a list of any current litigation in which the Developer is involved.

h. Developer's Initial Disclosure Form and Specific Exceptions to this RFP:

Each Developer shall complete and execute the Initial Disclosure Form attached to this RFP. In such, each Developer must disclose, if applicable, the following:

- i. Whether it is unable or unwilling to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to this RFP.
- ii. Whether it is ineligible under any applicable law or regulation to be awarded the leases or associated contracts because of occupational safety and health law violations.

A Developer's acceptability based on these disclosures lies solely in the Town's discretion.

V. Presumption of Developer's Full Knowledge:

Each Developer is responsible for having read and understood each document in this RFP and any addenda issued by the Town or formal responses, if any, to questions posed by other Developers. A Developer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each Developer is deemed to be familiar with and is required to comply with all local, federal and state statutes, regulations, ordinances, codes and orders, including any utility-specific rules or guidance, and incentive programs that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each Developer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the Town's objectives.

VI. MISCELLANEOUS:

a. The Consultant — RFP Fee Agreement:

A Developer, if selected under this RFP, agrees to pay the Consultant an RFP Fee in the amount of \$.03 (three cents) per watt for each watt of installed DC capacity of the System. This payment compensates the Consultant for its considerable time and resources committed at no charge to the Town for assisting the Town with this RFP and ensuing activities. The RFP Fee payment schedule shall be as follows: 50% upon full execution of a lease agreement, and 50% upon receipt by the Winning Bidder of authorization to interconnect from the utility. Failure to pay the RFP Fee in a timely manner shall constitute a monetary/fiscal event of default under the lease.

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b. Cost for Preparing and Ownership of Proposals:

The costs incurred by the Developers in developing their proposals are their sole responsibility, and neither the Town nor the Consultant, shall have any liability for such costs. All proposals submitted shall become the Town's property and will not be returned to the Developers.

c. Freedom of Information Act:

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the state Freedom of Information Act as amended and judicially interpreted. All information submitted by Developers in response to this RFP will not be treated as or considered confidential by the Town.

d. Hold Harmless Agreement:

Each Developer shall submit a completed Hold Harmless Agreement that is attached to this RFP.

e. Non-Collusion Certificate:

Each Developer shall submit a completed Non-Collusion Certificate that is attached to this RFP.

f. Line Extension:

With respect to the Landfill, it is the responsibility of each Developer to calculate its costs in terms of whether or not it would prefer to construct its own line, if possible, along or under the town-owned Egypt Road or through another route over private property or have Eversource construct the line. The Town will work reasonably with the Winning Bidder in this regard but ultimately has the final decision as to whether the extension is privately or Eversource-owned and whether it can or shall be constructed underground or above ground. The Town favors the least intrusive option to its residents.

g. Other Town Sites:

The Town, at its sole discretion, may work with the Winning Bidder to investigate other appropriate Town-owned properties for its development of EV charging stations, solar pv or battery storage or both.

h. Any Other Considerations.

In this section, please list or describe any other potential benefits to the Town from your proposal including environmental (i.e., pollinator friendly or native grasses), agricultural, outreach (i.e., hosting annual school visits), or installing production monitors at schools or other town buildings, etc.

i. Interpretation:

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Interpretation of the wording of this document shall be the sole right and responsibility of the Town and that interpretation shall be final.

j. Non-discrimination in Employment:

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The Town is an affirmative action and equal opportunity employer. Minority/Women's Business Enterprises are encouraged to apply.

k. Conflict of interest/Code of Ethics:

The Winning Bidder agrees that this RFP or and the actions of the Winning Bidder are subject to the provisions of the Town code of ethics, if any. Should the Winning Bidder be found to have violated the code of ethics, the Town may terminate this RFP or any ensuing agreement such as the letter of intent or notice of award and take such other action as the Town may have at law or in equity. The Winning Bidder shall incorporate the above paragraphs into any sub-contracts or purchase orders. The Winning Bidder shall be responsible for disclosing interests and relationships that could be perceived as a possible conflict of interest under the any Town code of ethics.

VII. AWARD CRITERIA & SELECTION:

a. Proposal Opening and Review:

All Proposals will be opened and analyzed by the Consultant. The Consultant will provide a recommendation and ranking of the proposals to the Town. The Town will ultimately select the winning proposal or proposals and execute a letter of intent and then ultimately a land lease/license with the Winning Bidder.

b. Proposal Selection:

The Town will select the proposal that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. Although price will be an important factor, it will not be the only basis for an award. Due to the complexity of the System(s) and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based upon highest lease pricing alone. Further, the Town can, at its discretion, negotiate with selected Developers on proposal terms prior to selecting the Winning Bidder. The Town could use the following criteria, among others, in evaluating proposals:

- i. Proposal completeness and compliance with this RFP's requirements,
- ii. Financial strength, and stability and industry reputation,
- iii. Photovoltaic engineering, project and construction experience,
- iv. Recent prior experience – in particular in New England,
- v. Customer service and maintenance capabilities,
- vi. Lease price/term/escalator for each System,
- vii. Likelihood of success in the specific state solar incentive program,

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viii. Any other factor that the Town deems appropriate in its sole discretion.

Regardless of anything to the contrary stated herein, the Town reserves the right to select a Developer based on factors not enumerated above at its unfettered and sole discretion.

c. Proposal Disqualification:

The Town will not select any proposal from a Developer if it is in arrears or in default to the Town regarding any tax, debt, contract, security or any other obligation, nor shall it select any Developer if a majority owner thereof is in such arrears or default.

d. Preliminary Award:

The Town will select the proposal that it deems to be in the Town's best interests and issue a preliminary notice of award to the Winning Bidder. The award may be subject to further discussions with the Developer. The making of a preliminary award to a Developer does not provide the Developer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Developer or the Winning Bidder has rights, and the Town has obligations, only if (i) all approvals and letters of support are received from applicable local, state and federal regulatory agencies, boards and authorities, (ii) final, financeable interconnection service agreements are fully executed with the utility and (iii) all other pertinent written documents and contracts are signed by the Town and the Winning Bidder. Neither this RFP nor any actions taken by the Town, or the Consultant shall create any obligation toward any Developer.



## INITIAL DISCLOSURE FORM

### 1. Exceptions to this RFP (please check the one that applies)

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

\_\_\_\_\_ This proposal does take exception to the requirements of this RFP. The specific exceptions are listed in a separate attachment.

### 2. Occupational Safety and Health Law Violations

Has the Developer 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

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

### 3. Criminal Proceedings

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

### 4. Ethics and Offenses in Public Projects or Contracts

Has the Developer or any of its principals (regardless of the 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 projects or contracts?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

*Signature Page Follows*

Company Name:

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

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

Its: \_\_\_\_\_

\* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form

## HOLD HARMLESS AGREEMENT

\_\_\_\_\_ ("Developer") hereby agrees that it will indemnify and save harmless the Town of Somers, Mayland Energy, LLC, and their affiliates, employees, principals, members, agents and subcontractors from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of Somers or Mayland Energy, LLC by reason of any omission or act of the Developer, its agents, employees, subcontractors in connection with this Request for Proposals and that any materials submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Somers and/or Mayland Energy, LLC in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Somers and/or Mayland Energy, LLC the Developer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

Company Name:

Signature:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

\* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form

## NON-COLLUSION CERTIFICATE

The undersigned Developer acknowledges and agrees that the attached proposal submitted by the Developer is submitted in connection with the proposal to provide the Town with a lease and related documents. By submission of this proposal, each Developer and each person signing on behalf of any Developer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this proposal have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Developer and will not knowingly be disclosed by the Developer prior to opening, directly or indirectly, to any other Developer or to any competitor; and

No attempt has been made or will be made by the Developer to induce any other person, partnership or corporation to submit or not to submit, a proposal for restricting competition.

In compliance with this RFP, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto.

Company Name:

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

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

Its: \_\_\_\_\_

\* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form





Full Town View



Reset Map



Search



Print



Select



Base Maps / Air Photos



Map Layer

