



# **TOWN OF WINDSOR**

## **REQUEST FOR PROPOSAL**

### **INSTALLATION OF PHOTOVOLTAIC SYSTEMS AND POWER PURCHASE AGREEMENT**

**Proposals Due: May 31, 2013 by 11:00 a.m.**

**Pre-Proposal Conference:  
May 23, 2013 at 1:00 p.m.  
Finance Office  
Attn: James Bourke  
Windsor Town Hall  
275 Broad Street  
Windsor, CT 06095**

**TOWN OF WINDSOR**

**REQUEST FOR PROPOSAL**

**INSTALLATION OF PHOTOVOLTAIC SYSTEMS  
AND  
POWER PURCHASE AGREEMENT**

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# **REQUEST FOR PROPOSALS**

## **INSTALLATION OF PHOTOVOLTAIC SYSTEMS AND POWER PURCHASE AGREEMENT 275 BROAD STREET WINDSOR, CT 06095**

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

The Town of Windsor will be accepting sealed proposals from qualified firms for the installation of photovoltaic systems on its municipal facilities. The Town anticipates that proposals will include the purchase and installation of photovoltaic systems financed through a power purchase agreement between the Proposer and the Town. The Town anticipates that such proposals will include leveraging of municipal assets, roofing surfaces, the energy consumption needs of the Town facilities, solar tax credits, and the Low and Zero Emissions Renewable Energy Credit Program of Connecticut Light & Power and United Illuminating Company RFP to create a cost effective proposal for consideration. It is the Town's intent that the successful Proposer takes advantage of the Low and Zero Emissions Renewable Energy Credit Program.

The contract will be awarded by the Town of Windsor to the Proposer(s) whose proposal will provide the best value to the Town, as determined by the award criteria defined in the Request for Proposals and subject to the Town's right to reject any and all proposals. The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interest of the Town.

### **2. INSTRUCTIONS AND DOCUMENT PREPARATION**

- 2.1** By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and your firm is capable of performing the work to achieve the Town's objectives. Sealed proposals will be received in the Finance Office, main level at Windsor Town Hall, 275 Broad Street, Windsor, CT on May 31, 2013 at 11 AM. A clearly marked original proposal along with five (5) copies shall be placed in one sealed envelope, bearing the name and address of the respondent and clearly marked with the words:

**SEALED REQUEST FOR PROPOSALS  
PHOTOVOLTAIC SYSTEMS & POWER PURCHASE AGREEMENT  
DATE – MAY 31, 2013  
TIME 11 AM**

**JAMES BOURKE  
ASSISTANT FINANCE DIRECTOR  
WINDSOR TOWN HALL  
275 BROAD STREET  
WINDSOR, CT 06095**

All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however there will be no reading of the proposals. Proposals received later in time and date specified will not be considered.

- 2.2** Any request from a prospective respondent for interpretation of meaning or intent shall be made in writing, using the form provided as APPENDIX A, to Whit Przech, Facilities Manager via email [przech@townofwindsorct.com](mailto:przech@townofwindsorct.com) and must be received three (3) business days prior to the proposal response date specified herein.
- 2.3** The pre-proposal conference will be held on May 23, 2013, 1 PM, Rose Room, Windsor Town Hall, 275 Broad Street. Respondents will have the opportunity to visit the town facilities following the mandatory pre-proposal conference.
- 2.4** At the fixed date for the receipt of the responses to the RFP, each Respondent will have made an examination of all locations and shall have read and become familiar with the Request for Proposals.
- 2.5** The Town will not be liable for any costs incurred in the preparation of the response in this request. Proposals must be fastened together, paginated, indexed, and numbered consecutively. The firm's authorized official must sign all proposals.
- 2.6** The selected respondent will be required to submit a Certificate of Insurance in amounts and types specified naming the Town of Windsor as an additional insured. Respondents shall submit a letter from the respondent's insurance agent or broker that such insurance can be obtained at the time of execution of the contract and that a Certificate of Insurance shall be provided to that effect not later than the date of contract signing.
- 2.7** The Town assumes, unless notified by Proposer(s) that all costs associated with project(s) to be covered by Proposer, Grants, the Low and Zero Emissions Renewable Energy Credit Program of Connecticut Light & Power and United Illuminating Company RFP. The town will consider one (1) two (2) three (3) or all four (4) facilities for consideration of Proposer award.
- 2.8** The respondent shall submit a signed Non-Collusion Statement (APPENDIX B)

- 2.9** The respondent agrees to satisfy all applicable state and or federal prevailing wage laws that apply to the project or are necessary as a condition of Low and Zero Emissions Renewable Credit Programs.
- 2.10** The Proposer agrees and warrants that in performance of the contract it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of Windsor.
- 2.11** The respondent shall indicate any and all exceptions to the Terms and Conditions identified herein in this proposal. The exceptions shall be on a separate page entitled "EXCEPTIONS".
- 2.12** The Proposer may utilize the services of Subcontractors subject to the approval of the Town of Windsor. All subcontractors shall be required to carry the same insurance, and under the same conditions, as specified for the Proposer.
- 2.13** The Town of Windsor is exempt from the payment of taxes imposed by the Federal Government or the State of Connecticut; such taxes should not be included in any proposal fee.
- 2.14** The Town of Windsor reserves the right to negotiate, accept, and reject any and all and any contingent proposals.

### **3 TERMS AND CONDITIONS**

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. The respondent will use an AIA standard form of agreement incorporating the following provisions.

### **4 SERVICES TO BE PROVIDED**

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

### **5 PERFORMANCE BONDS**

The Performance and Payment and Labor Bonds shall be in the amount of 100% the cost of installation. Upon completion of installation, Performance and Payment and Labor bonds shall be 100% of the annual maintenance costs, if any.

## **6 COURT LITIGATION AND WAIVER OF JURY TRIAL**

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

## **7 MEDIATION**

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

## **8 EQUITABLE RELIEF**

Nothing herein shall prevent either party from obtaining a court order

enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

## **9 INSURANCE**

The winning vendor shall, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

### **9.1 Commercial General Liability Insurance:**

The winning vendor shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

### **9.2 Commercial Automobile Liability Insurance**

The winning vendor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

### **9.3 Worker's Compensation Insurance**

The winning vendor shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$100,000 each employee

### **9.4 Umbrella Liability Insurance**

The winning vendor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

### **9.5 Professional Liability Insurance**

The winning vendor shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty- (30) days notice to the Town of Windsor in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the winning vendor shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

## **10 FAILURE OF OPERATION**

If the Contractor fails to comply with any terms and conditions set forth in this RFP and any agreement executed with the awarded respondent, the Town of Windsor will notify the Contractor in writing. The Contractor has five (5) days from receipt of the notice to comply with the terms and conditions. The Town of Windsor, at its discretion, may elect to extend this time period to a mutually agreed upon date providing the Contractor is working diligently to comply with the terms and conditions.

- 10.1** Failure to comply with any provision of this agreement and failure to cure the non-compliance constitutes a breach of contract. If there is a breach, the Town of Windsor may, at its sole discretion, terminate the contract. Termination of the contract renders the contract null and void. There shall be no penalty payment by the Town of Windsor.
- 10.2** At anytime, the Town of Windsor may demand assurances that the contractor is able to continue to perform the contract. If the contractor fails to give the Town of Windsor reasonable assurances that the Contractor can continue to perform, the town of Windsor shall consider this a breach of contract. The Town of Windsor may, at its sole discretion, terminate the contract. Termination of the contract renders the contract null and void. There shall be no penalty payment by the Town of Windsor.
- 10.3** The Town of Windsor may terminate this contract at any time when the Contractor consents to or voluntarily or involuntarily petitions for appointment of a receiver, trustee, liquidator, assignee, custodian, sequester, or similar official, or files or has filed for bankruptcy, reorganization, or order of relief, or in any other manner demonstrates its current inability to pay its debts or satisfy its obligations as they become due.



- 10.4** The Town of Windsor has the right to ask the contractor for documentation concerning the contractor's business operations, including but not limited to, copies of bank statements, copies of balance sheets, copies of income statements, copies of current contracts, a list of open and closed litigation, amount of debt owed, and copies of financial statements.
- 10.5** Notwithstanding the foregoing, the Contractor and the Town of Windsor agree that if the contractor is unable to provide services due to the labor disputes not arising out of actions taken by the employer that would be deemed responsible and consistent with the standard of the industry or acts of God, fire, riot, civil commotions, or any similar situation, the Town of Windsor shall excuse the Contractor to the extent necessary from performance hereunder. The Town of Windsor and the Contractor shall work together, to their best efforts, to resume service as soon as possible.
- 10.6** If the contract is terminated for breach, the Town of Windsor will be entitled to the costs associated with completing the termination and implementing a new contractor to perform according to the terms of this RFP.

## **11 INTERPRETATION AND CONSTRUCTION**

- 11.1** The construction of this project shall be governed by the laws of the State of Connecticut, excluding its conflict of law rule.
- 11.2** The contract documents constitute the entire agreement between the parties and shall supersede all previous communications, representations, and agreement, either written or oral, between the parties with the respect to the subject hereof and no agreement or understanding varying or extending this contract shall be binding on either party unless made in writing referencing this contract and signed by a duly authorized representative of each party.
- 11.3** If in any instance any provision of this contract shall be determined to be invalid or unenforceable under any law or regulation, such provision shall not apply in such instance, but the remaining provisions hereof shall be given effect in accordance with their terms.
- 11.4** The Town's failure to insist on performance of any terms or conditions herein, or to exercise any right or privilege, or the Town's waiver of any breach hereunder, shall not thereafter waive any such item, conditions, or privileges or any other terms, conditions or privileges, whether of the same type.
- 11.5** No failure of the Town of Windsor and Contractor to settle any dispute or to reach any agreement provided for by the terms of this contract shall excuse the Contractor from diligently proceeding with the performance of this contract.

- 11.6** In the event the Town should bring an action against the Contractor for the enforcement of the terms and conditions of this contract, the Contractor agrees that the Town shall be entitled to the award of its reasonable attorneys' fees and court costs associated with such proceedings.
- 11.7** The contractor shall not assign this contract, or subcontract and interest the prior approval in writing with the Town of Windsor.

## **12**    **SCOPE OF SERVICES**

The Town of Windsor will be accepting proposals from qualified firms for the installation of photovoltaic systems on its municipal facilities. The facilities identified to date include the Town Hall, JFK Elementary School, Oliver Ellsworth Elementary School, and LP Wilson Community Center. The Town understands that the response is due in a compressed time schedule, and therefore has provided information to assist proposers develop thorough responses. Photographs of each facility are enclosed, utility data and roof drawings are provided in the APPENDIXES A and C

The facility's locations are:

Windsor Town Hall  
275 Broad Street  
Windsor, Ct 06095

JFK Elementary School  
530 Park Avenue  
Windsor, Ct 06095

Oliver Ellsworth Elementary School  
730 Kennedy Road  
Windsor, CT 06095

LP Wilson Community Center  
601 Matianuck Avenue  
Windsor, CT 06095

## **13**    **PROPOSAL ORGANIZATION AND CONTENT**

- 13.1** All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating the proposals. Responses should be presented clearly and concisely with all appropriate detail to thoroughly respond to the requirements and expected services described herein.

**13.2** The Town anticipates that proposals will include the purchase and installation of photovoltaic systems financed through a power purchase agreement between the Proposer and the Town. The town anticipates that such proposals will include the leveraging of municipal assets (roofing surfaces), the energy consumption needs of the Town, Solar Tax Credits, Renewable Energy Credits, ISO-NE Forward Capacity Market Credits, CT clean Energy Fund subsidies, and other potential financing mechanisms such as Clean Renewable Energy bonds to create a cost effective proposal for consideration. Respondents will be responsible for securing all necessary permits and approvals for the successful completion of the project in conformity with State of Connecticut Building code. Respondent will be responsible for all maintenance to all equipment installed and for all snow removal from all installed equipment.

### **13.1 Section 1: Submittal Letter**

Respondents shall submit a cover letter, addressed to Jim Bourke, Assistant Finance Director, signed by an authorized principal or agent of the respondent, that provides an overview of the respondent's offer, as well as the name, title, address, telephone number, fax number, and email address of the person to whom the Town may direct questions concerning the proposal. The letter should also contain a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.

### **13.2 Section 2: Proposal Description**

Respondents shall submit a detailed description of the proposed photovoltaic systems including detailed description regarding the proposed PV Collector and Inverter including type, manufacturer, model number, and PV array size. Proposals should also identify the proposed facilities to be utilized and the criteria utilized for selecting the proposed facilities including the structural assessment of each selected site. Since the selected respondent will be responsible for the removal and re-installation of equipment in the event of roof maintenance requirements during the contract term, the Town expects each respondent to reflect the cost of this requirement in the response. Please provide standard labor rates and escalation rates for each year of the proposed contract. Detailed information regarding the installation plan for each facility should also be provided. All photovoltaic systems shall be above deck ballasted components not attached directly to the structure.

### **13.3 Power Purchase Agreement**

Upon acceptance of a proposal by the Town, the respondent(s) will be expected to execute an Agreement in order to qualify for the Low and Zero

Emissions Renewable Energy Credit Program of the Connecticut Light & Power and United Illuminating Company RFP. Respondent(s) will also be expected to execute a Power Purchase Agreement (PPA) with the Town. The submission shall include all proposed terms and conditions and minimum and maximum contract periods. Proposals should also include the method for determining power sales pricing and price escalations and minimum and maximum contract periods. The town will consider both fixed and variable pricing proposals. Each proposal should also include a detailed cost/benefit analysis of the proposed system and the terms and conditions for the disposition of the equipment at the completion of the contract term. A price breakdown shall be provided showing how the contractor labor costs, material costs, engineering fees, and markups are applied.

#### **13.4 Section 4: Implementation Plan**

Each proposal should include a detailed implementation plan detailing major project milestones and timeframes and a description of the respondent's approach to project management. The proposal shall include detailed descriptions of the expectations for each of the town facilities.

13.4.1. The proposal shall define, per location, a complete implementation plan. This plan shall include a site assessment of the facility detailing the most effective and efficient solar technology, mounting systems, components, equipment, wiring, and connections to optimize energy output. The implementation plan shall include Engineering Structural Design and Product specifications that will provide details for site electrical and utility interconnection analysis.

13.4.2. The proposal shall define, per location, the complete cost of the implementation plan.

13.4.3. The proposal shall identify any obstacles projected per location and possible solutions for removing or dealing with said obstacle, i.e. a roof top unit or exhaust fan.

#### **13.5 Section 5: Financial Requirements and Qualifications**

Each proposal should describe the background and experience of the company and key individuals who would comprise the project team including any subcontractors. Each proposal should also include a description of the company's background and experience with similar projects. Sufficient financial information should be included to allow for the evaluation of the credit worthiness of the company including the proposed project financing method.

### **13.6 Section 6 References**

Each proposal should include relevant references of past and current projects of a similar nature. A description of each project should be provided as well as the current status of the project. Each reference should include the contact information of the client. The Town reserves the right to contact these organizations for additional information related to the performance of the respondent.

### **13.7 Windsor Code of Ethics**

#### **Compliance with The Town of Windsor Code of Ethics**

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the town any time within six months after terminating service with the town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.)

## **14 RFP SCHEDULE**

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interests of the Town as required.

Issue RFP	May 20 2013
Pre-Proposal Meeting	May 23, 2013 @ 1 PM
Proposal Response Date	May 31, 2013 by 11 AM
Review of Qualifying Proposals	June 3 – 4 2013
Interview with Respondents	TBD
Recommendation of award	June 10, 2013

## APPENDIX – A

### REQUEST FOR INFORMATION

**Project:** Installation of Photovoltaic Systems & Power Purchase Agreement

**Date:**

**To:** Whit Przech, Buildings & Facilities Manager, Town of Windsor, Connecticut

**CC:**

**From:**

**Subject:**

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*Please provide the following information or clarification:*

*Response required by:* \_\_\_\_\_

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**Date:**

**To:**

**From:**

**Subject:** Response to RFI

## **APPENDIX – B**

TOWN OF WINDSOR

REQUEST FOR PROPOSAL

INSTALLATION OF PHOTOVOLTAIC SYSTEMS  
AND  
POWER PURCHASE AGREEMENT

### **NON-COLLUSION STATEMENT**

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date:

\_\_\_\_\_

Name of Company:

\_\_\_\_\_

Name of Title of Agent:

\_\_\_\_\_

By (Signature):

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

## **APPENDIX – C**

### **FACILITIES ENERGY USE HISTORY**

#### **John F. Kennedy Elementary School**

Excel Spreadsheet

Photograph

#### **Oliver Ellsworth Elementary School**

Excel Spreadsheet

Photograph

#### **L.P. Wilson Community Center**

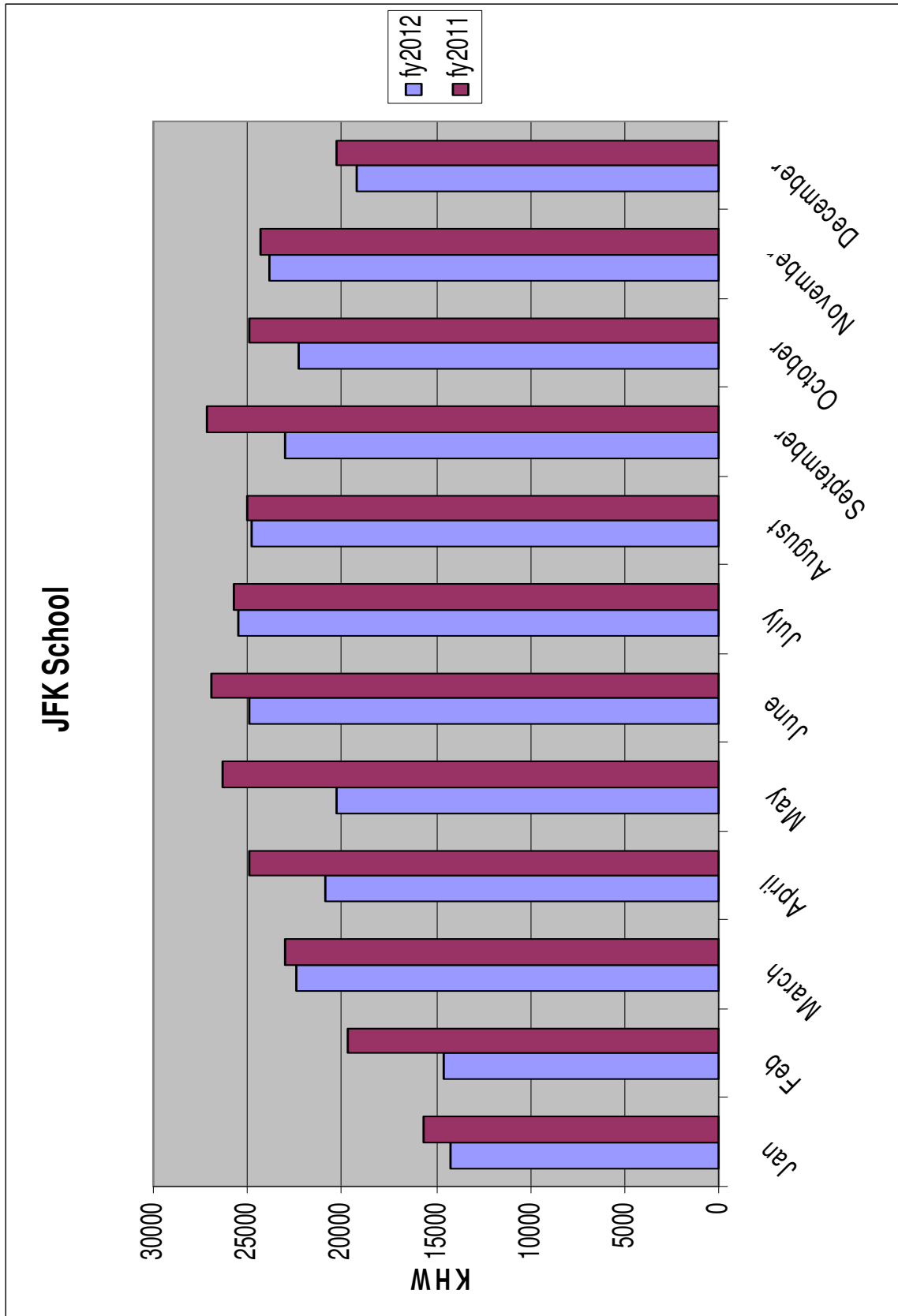
Excel Spreadsheet

Photograph

#### **Windsor Town Hall**

Excel Spreadsheet

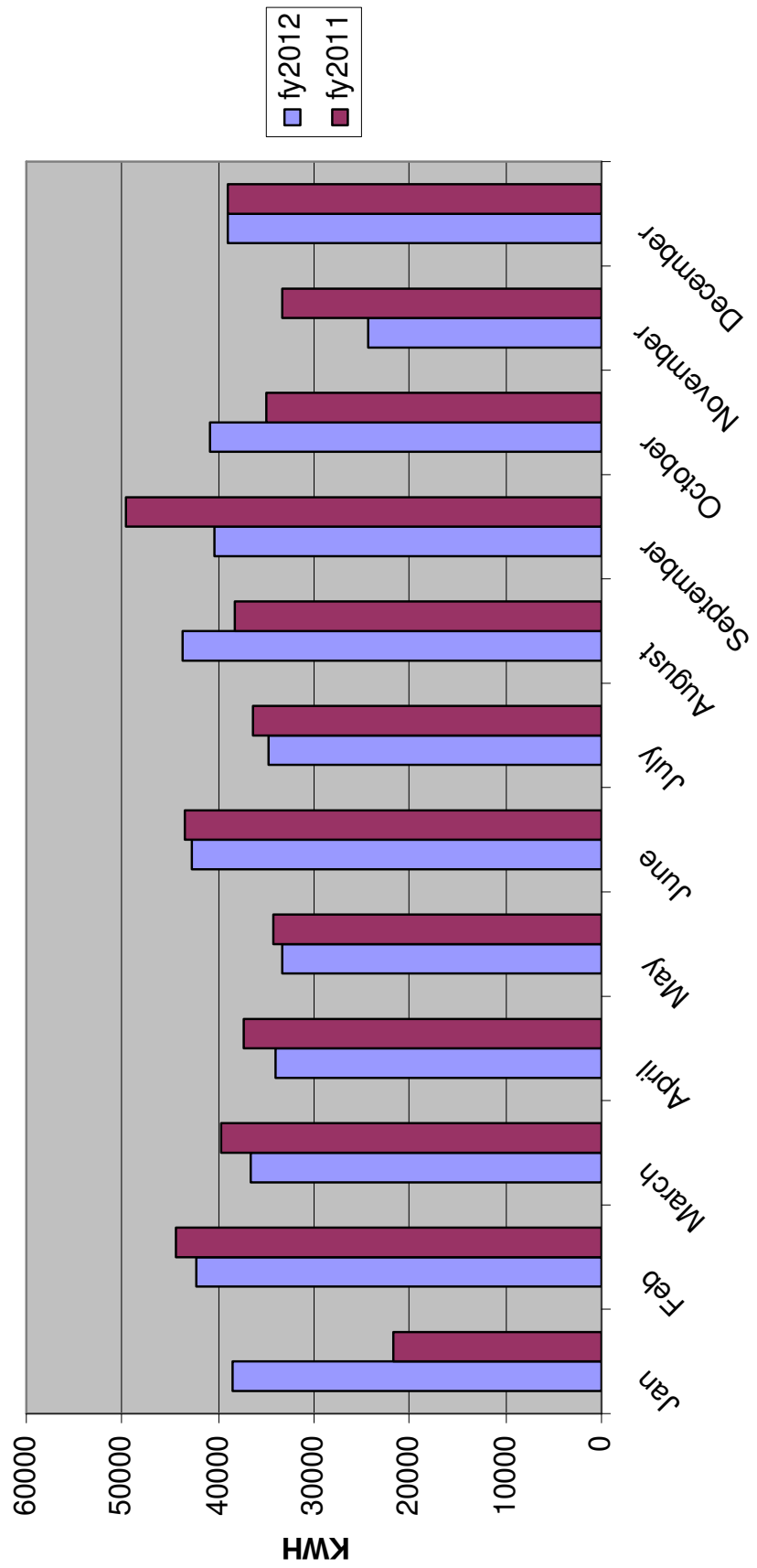


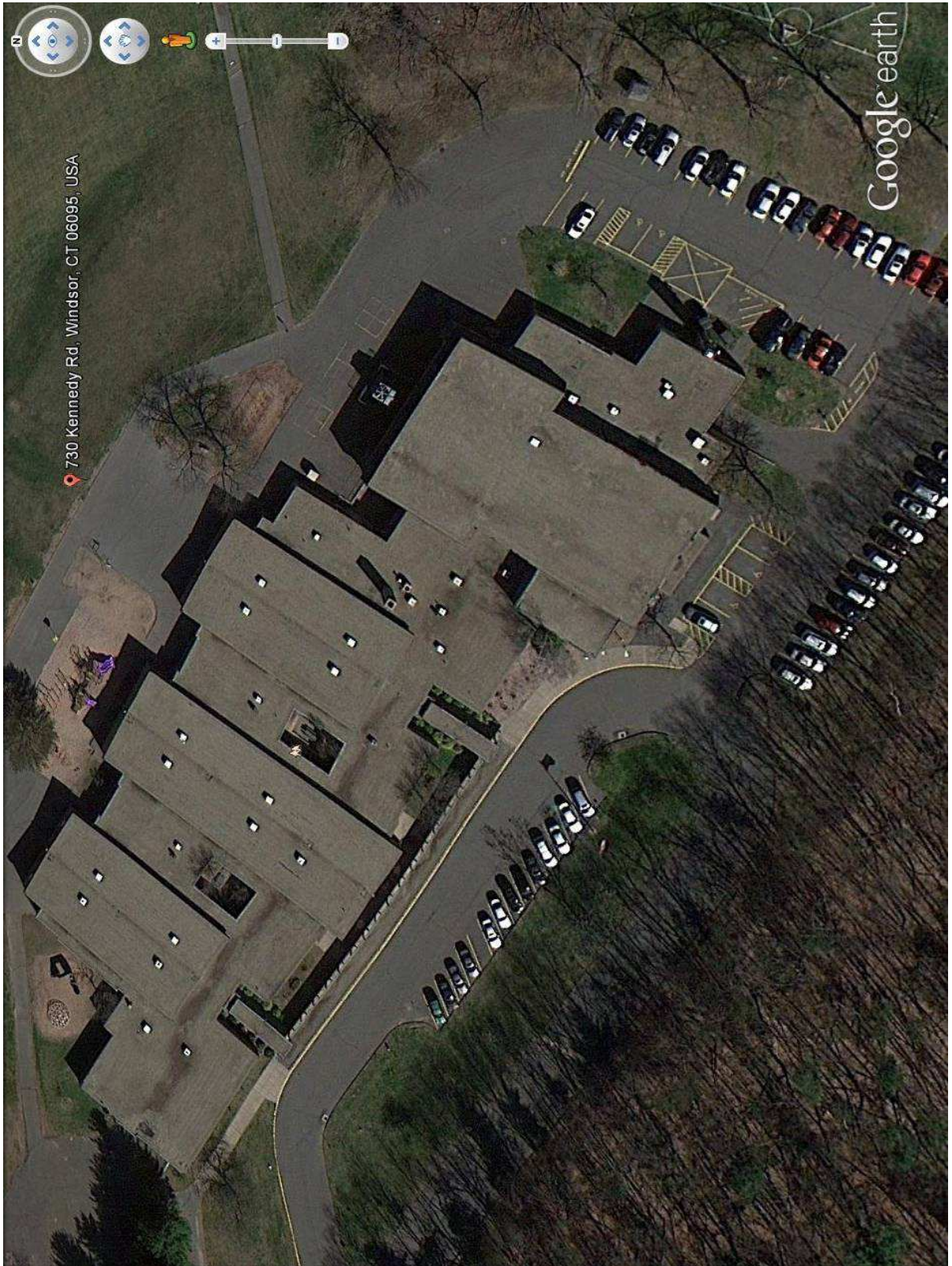




**JFK ELEMENTARY SCHOOL**

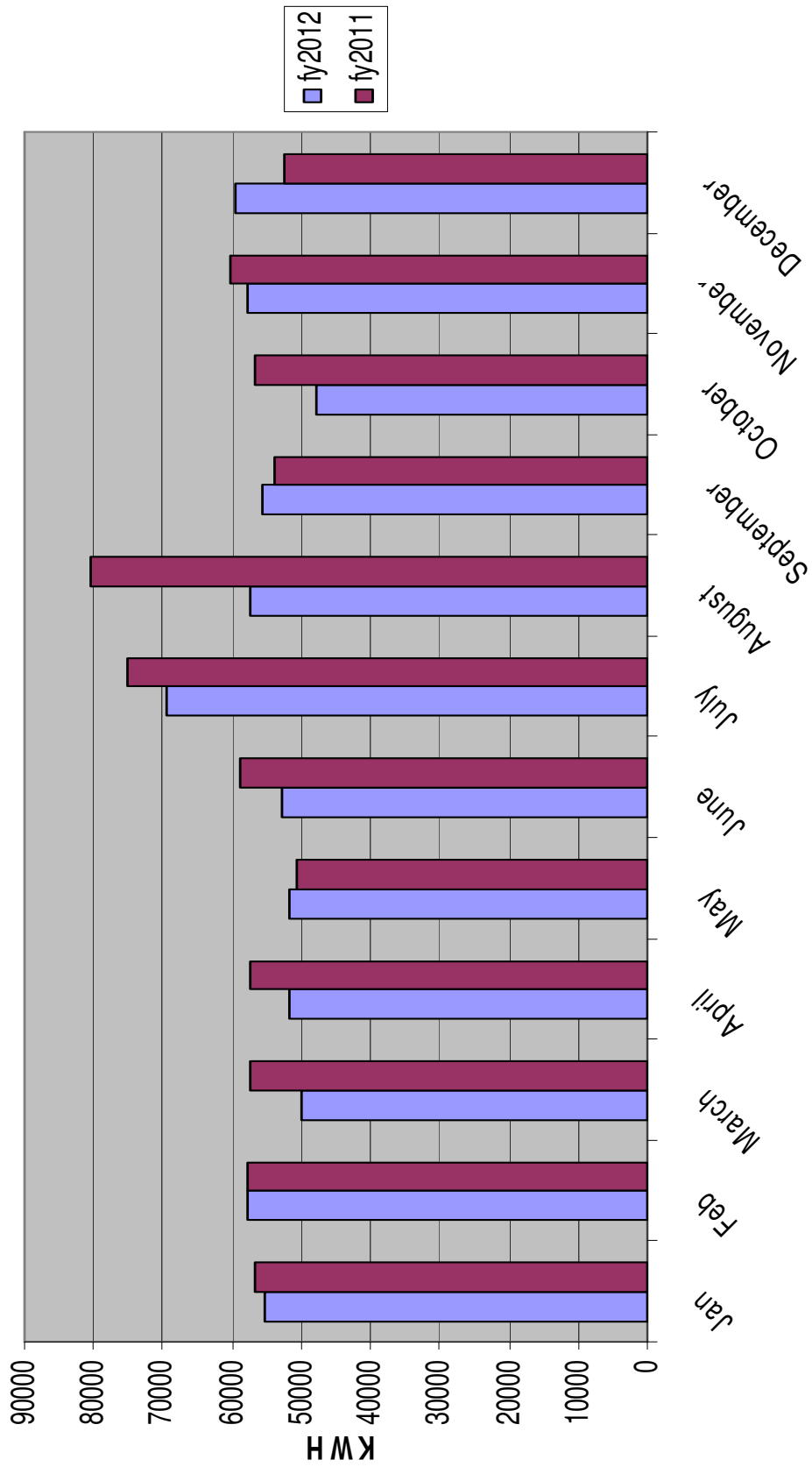
# Oliver Ellsworth School

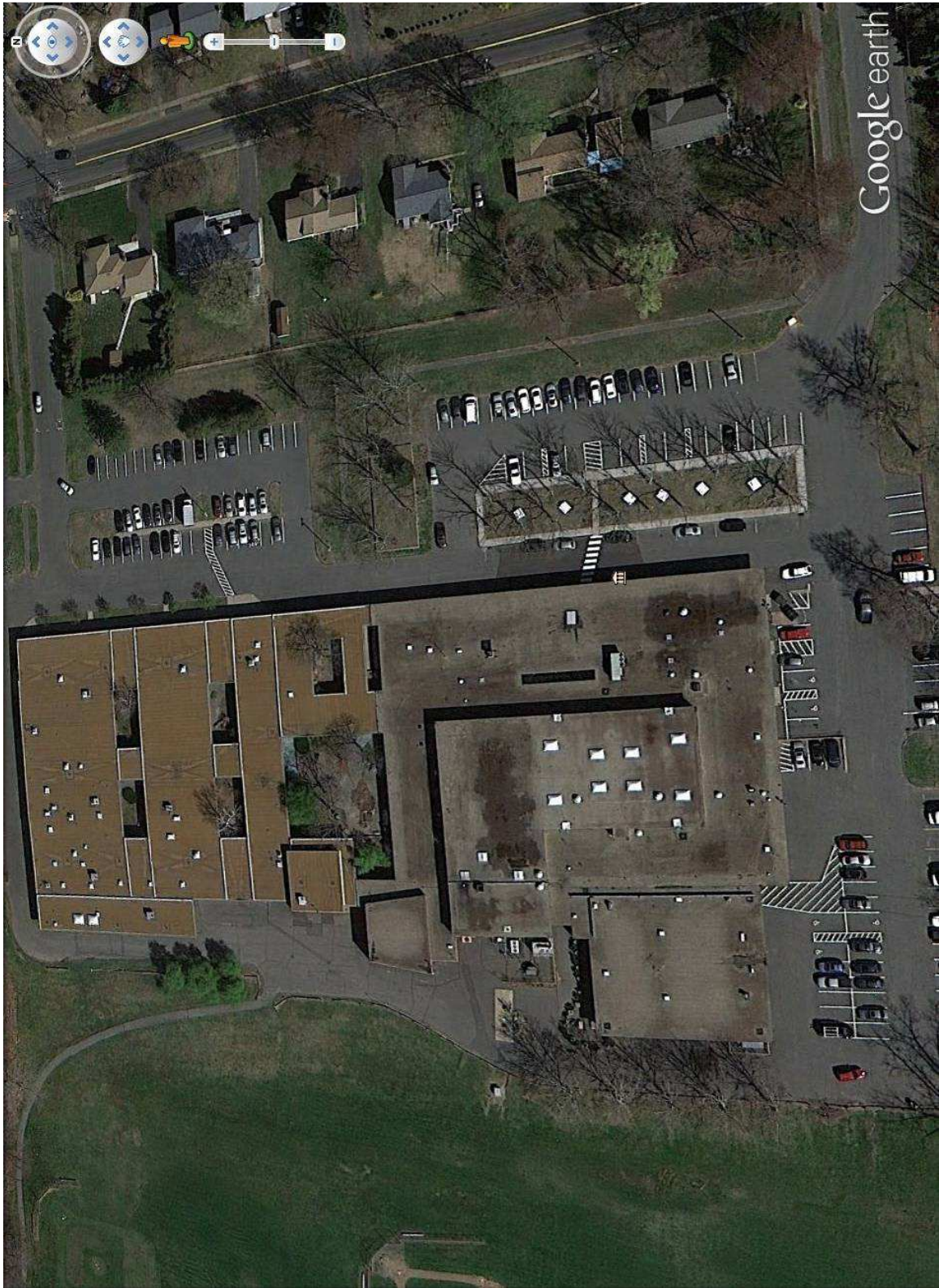




**OLIVER ELLSWORTH ELEMENTARY SCHOOL**

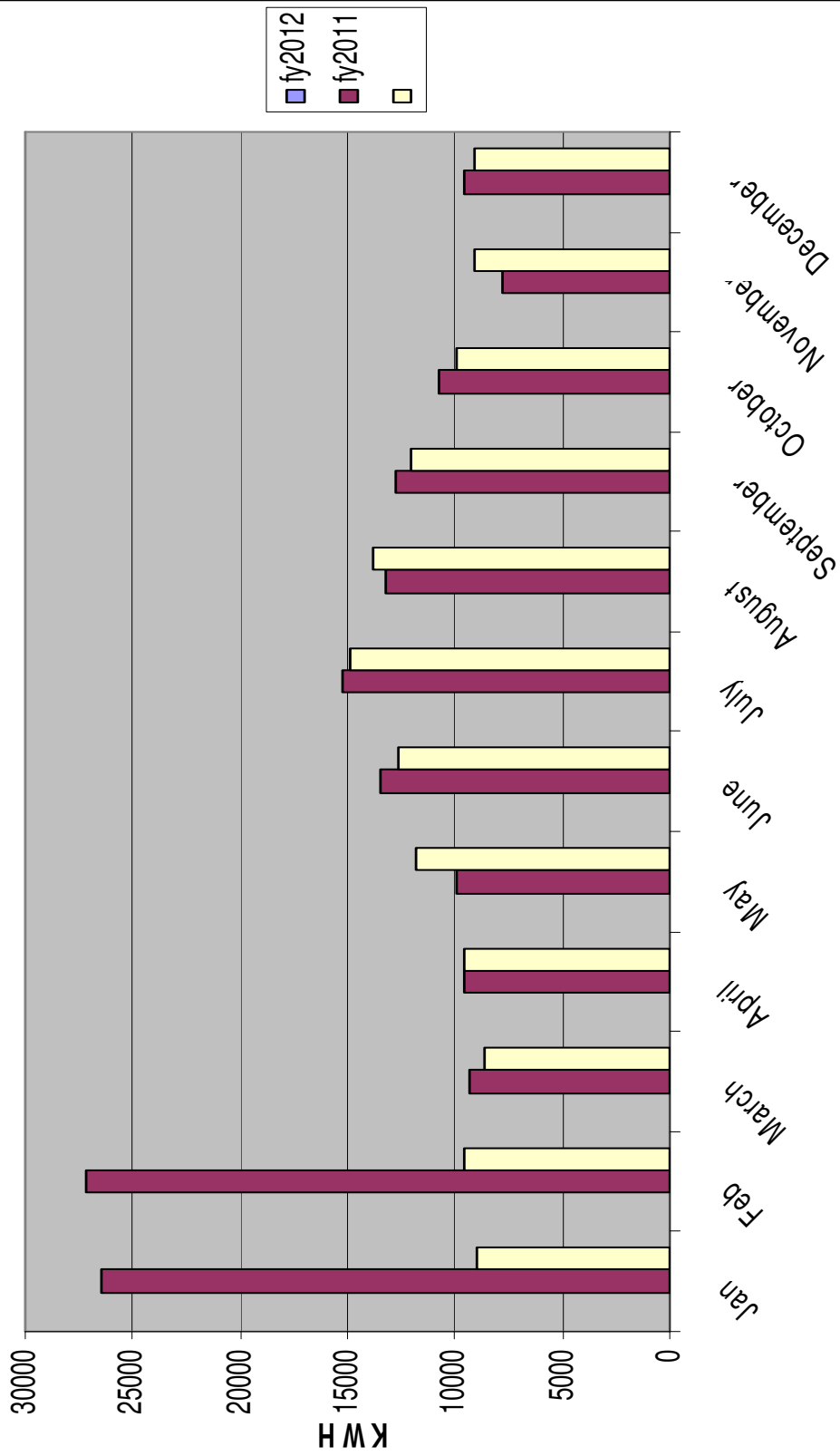
# LP wilson Community Center

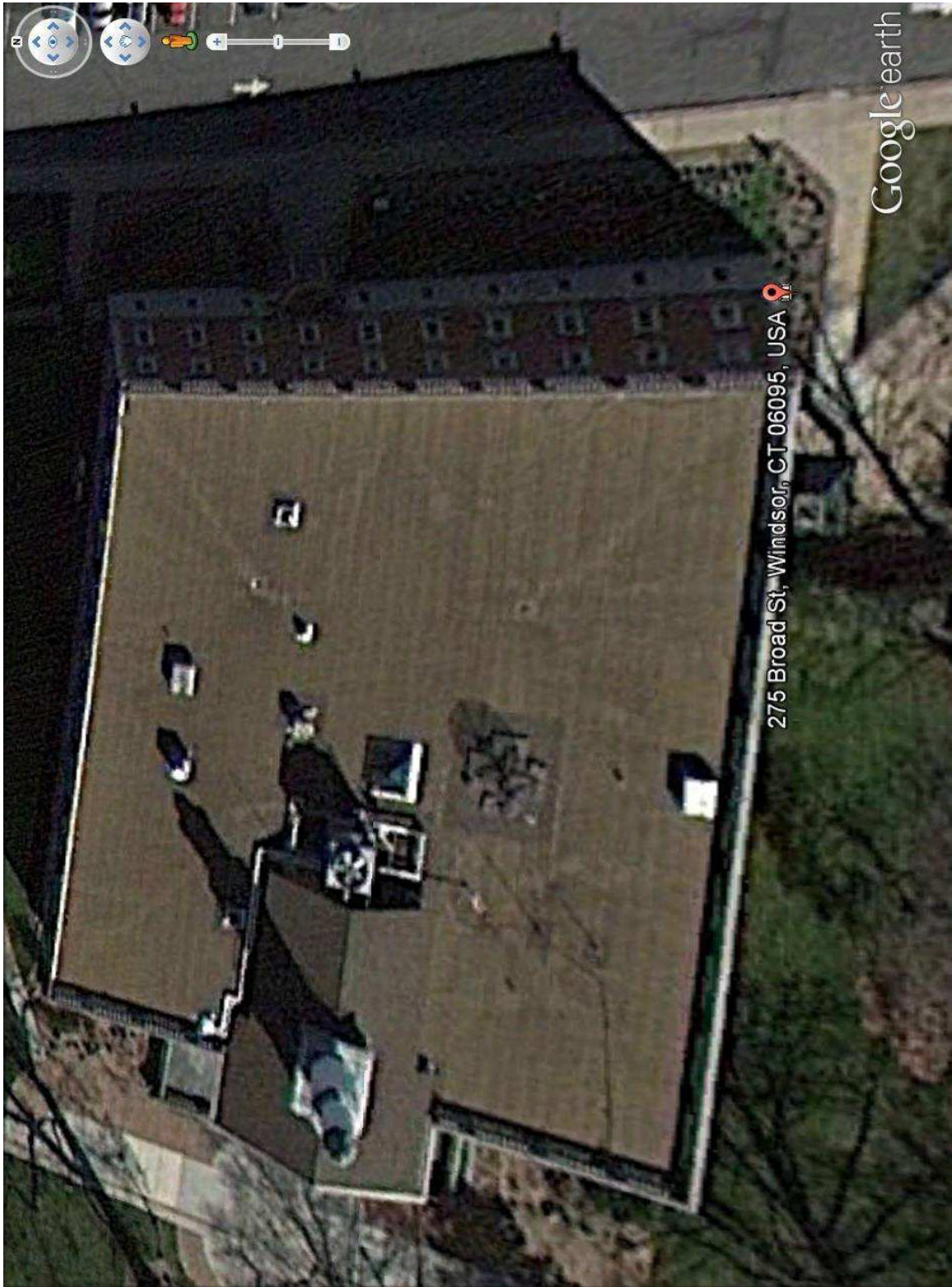




**L.P. WILSON COMMUNITY CENTER**

**Windsor Town Hall  
CL&P ACCT. 51718822059**





WINDSOR TOWN HALL



