



**TOWN OF MANSFIELD
Facilities Management Department
Request for Proposal (RFP)**

Solar Power Systems – Storrs Center Parking Garage & Other Town Buildings/Locations

Submission Deadline:
Thursday, March 17, 2016 – 4:00 p.m. EST

Submission Contact and Address:

Allen N. Corson, Director
Facilities Management Department
4 South Eagleville Road
Mansfield, Connecticut 06268
860-429-3326

Corsonan@mansfieldct.org
www.mansfieldct.org

Background:

The facilities of the Town of Mansfield are located east of Hartford in Mansfield, Connecticut. The town takes care of four school buildings, grades pre-Kindergarten to eighth. Additional facilities also include, and the department maintains Mansfield Daycare, Mansfield Community Center, Senior/Wellness Center, Mansfield Library, Maintenance Shop, Town Hall, Public Works Complex, three small park buildings, Historical Society, Old Eagleville School House and three Fire Stations.

The Facilities Management Department has been maintaining these buildings drawing funds from the operating budget and also making Capital Improvements as needed.

Overview:

The Facilities Management Department is interested in receiving proposals for the design, engineering, construction, operation, commissioning and maintenance of a photovoltaic (PV) power system to be installed on the newly constructed parking garage located on Royce Circle in the new Storrs Center development. It is the Town's desire to have such a system installed on the 7th floor (roof) of this structure in a manner that does not eliminate any of the existing parking spaces (i.e., a carport type system), and that said system be designed, constructed, owned and operated by the companies and their investors subject to a power purchase and service agreement negotiated with and signed by the Town. It is expected this system will be approximately 75 KW DC in size, and be completely compatible with the existing normal and emergency power systems for this building. (The top deck of the parking garage was designed to withstand the additional snow loading of a solar carport system.)

In order to take advantage of the economies of scale for financing municipal solar power systems, the Town will also consider proposals to provide similar PV power systems under a similar 3rd party ownership/operating and power purchase/service agreement at both the Town's Landfill located on Warrenville Road in South East Mansfield, the Town Public Works garage located on Clover Mill Road approximately 1 mile North west of the Landfill and the Bus garage located at 1725 Stafford Rd. at the intersection of RT. 195 & Rt. 32. These systems are expected to be approximately 125 KW DC each (but appropriately sized by the proposer), but may be ground mounted if the site evaluations so suggest.

The selected vendor will need to submit and cover fees for any required permits to complete the work. The selected vendor will work with the Facilities Management Department.

Scope of Work:

All Town facilities are expected to be in full operation at the time of the systems' construction -- proposers must make provisions for completing the installations without disrupting the Town's use of its buildings. Systems shall be connected to the local utility grid in accordance with CL&P's required design and installation standards for grid connections and net metering. Designs must ensure that the PV systems will not interfere with the maintenance of any ancillary site equipment including but limited to roof-top air conditioning equipment. All system modules and inverters must be in accordance with all state and local electrical codes and be UL, IEC and IEEE certified under the appropriate code and standard sections.

Proposer should assume that the Town's only cost will be that of purchasing power from the PV system constructor/owner for a term to be specified in the purchase/service agreement. All site evaluations, preparation, permitting, construction (all materials, labor and equipment and supervision),

interconnection/utility applications, operation, maintenance, monitoring and insurance costs of the proposed system(s) will be the responsibility of the proposer. Any state or federal solar power rebates, tax credits or rebates the project is eligible for may be used by the constructor/owner towards the systems' construction and operating costs.

In order to evaluate the proposals received, each proposal should include detailed descriptions of the proposed PV systems/components to be used and cost estimates (by location). Said descriptions shall include, but not be limited to: The installation approach (system and component type and location); major components to be used; mounting systems, type, characteristics and access of the proposed monitoring and reporting system; operation and maintenance measures to maximize the systems' output for the full term of the agreement; a dated schedule of events/milestones leading up to and including construction/commissioning; and a detailed estimate of the installations' efficiency and savings in electrical costs to the Town. Additionally, proposers must submit a term sheet for the power purchase/service agreement to be negotiated with the Town that includes:

- The term of the agreement, and any continuing, renewal and/or cancellation options.
- The expected price per KW of the power during the term of the agreement, including any factors that could increase or decrease this price during the agreement.
- Warranty, bonding and or other guarantees proposed by the constructor/owner during the term of the agreement, and any qualifiers or related exclusions.
- Any other exclusions, contingencies or conditions that the constructor/owner expects to include in the agreement.
- A proposal for what happens to the system(s) at the end of the term – buyouts, assignments, removal, decommissioning, etc.
- A sample letter of intent that may be executed to begin formal negotiations for the project

Proposals will be judged by the competence and experience of the firm submitting the proposal, the proposed power system/components to be provided, and the proposed terms of the power purchase/service agreement. Proposers will also be evaluated on the qualifications of their project team (including any subcontractors), quality of services of similar projects, past project experience, recommendations and financial stability.

SUBMISSION REQUIREMENTS

Submission Due Date:

Qualifications and proposals will be accepted at the Facilities Management Office, 4 South Eagleville Road, Mansfield, CT 06268, until Thursday, March 17, 2016, 4:00 p.m. EST. Proposals received after that time will not be considered. Submissions will be reviewed by staff. Submittals may be withdrawn 90 days after opening, if no award has been made.

Pre-bid Walk-Through:

A single site visit will be held Thursday, March 3, 2016, at 1:00 p.m., starting in the Council Chamber at the Audrey P. Beck Municipal Building, 4 South Eagleville Road, Storrs Mansfield, CT. Respondents are strongly encouraged to attend; preference in review will be given to respondents who attend. A full schedule of the site visits and addresses will be distributed 1:00 p.m. You must confirm your plan to attend the site visit by sending an email no later than 4:00 p.m. on Wednesday, March 2, 2016, to corsonan@Mansfieldct.org. Please include your relevant contact information. The project scope, site and conditions will be reviewed, as well as any questions and answers regarding the project.

Directions for Submissions:

Interested companies are required to submit either one (1) original hard copy, or an electronic (PDF) copy. Hard copies are to be delivered to the Facilities Management Office at the address listed on cover; electronic copy to be sent via email to: corsonan@mansfieldct.org.

Those companies applying must be licensed, certified or have a proven record to perform the work, and provide evidence of experience in P.P.A. Solar panel System installations, include cost estimations of similar projects in the Northeast region of the United States. Submissions must include the following sections:

- Letter of Transmittal
- Qualifications Statement (include brief history of firm, credentials, etc.)
- Scope of Services
- Specialized Expertise
- Similar Projects/References
- Schedule of Fees
- A concise and complete description of the work to be performed, including an explanation that your company understands the project, its approach to the work and the key issues to resolve.

Proposal:

The proposal shall be a lump sum for the services to be provided and broken down by location and area, based on the scope. Please provide a breakdown of your fee by major task (condition analysis, preliminary design, etc.).

1) Pricing and Contract

As part of your response to this RFP, we request that you complete pricing information for the site with an executed small ZREC Contract.

In line with Town of Mansfield's goals, PPAs must demonstrate a cost savings on energy purchased and have no upfront cost. Respondents are strongly encouraged to demonstrate savings as they relate to both usage and if applicable delivery.

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

A sample contract must be included in the proposal as a starting point for negotiations. Contract terms are an important but not exclusive part of the selection criteria. Town of Mansfield requires provisions related to purchase options (*it is suggested that buyout schedules be included starting in year 6 of the project*), end of term disposition of the

system, take or pay risk mitigation, liquidated damages, operation and maintenance, property tax reimbursement timing – if applicable, project development assurance, and performance assurance.

Evaluation Criteria & Right to Reject:

The Facilities Management Department may reject any or all proposals or submittals for such reason as it deems proper. In acceptance of proposals or submittals, the Facilities Management Department will be guided by what it deemed to be in the best interest of the town at the time of selection. The Facilities Management Department also reserves the right to negotiate further with one or more firms as to any of the features of their proposals or submittals and to accept modifications to the work and/or price when such action will be in the best interest of the town. The award will be made to the most responsible qualified bidder, taking into consideration all criteria included in this request for proposal. The cost portion of the evaluation will be based upon a lump sum proposal fee submitted and will also be used as part of the criteria for selection.

Any and all work will need to be accomplished in the projected timeframes put forth in this Request for Proposal, or in any attached listing of projects by location and projected completion work dates. Jobs may be awarded as a package or broken down by location based on best value for the Town of Mansfield.

Responses will be reviewed and evaluated by the Facilities management Department and the candidates may be invited to participate in oral interviews. Criteria to be considered in evaluating proposals will include:

- Qualifications and required licensing or certification for stated work
- Minimum Liability Insurance for stated work
- Ability of professional personnel
- Past record and experience
- Location
- Workload of the firm
- Technical experience of the company
- Responsiveness in clear understanding of the work to be performed
- Strength of client recommendations
- Attendance at Pre-bid Walk-through
- Local (City, County, Regional) experience

Insurance:

Before the commencement date of any Contract, the vendor shall be required to furnish to the Town Of Mansfield with a certificate of insurance, with coverage as required below, issued by an insurance company licensed to conduct business in the State of Connecticut, which has at least an “A-” rating according to Best Publications latest edition of its Key Rating Guide, Town Of Mansfield and if applicable its representative/agent shall be named as an additional insured

as its interest may appear on all such coverage. Failure to maintain such required insurance coverage and to name Town Of Mansfield as an additional insured may be grounds for termination of any Agreement.

- Comprehensive general liability including contractual liability, products completed operations insurance, as applicable, with limits of not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence, and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence, and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All deductibles (if any) shall be the sole responsibility of the Contractor to pay and/or indemnify;
- Automobile liability insurance including non-owned and hired vehicles in the same limits as indicated in the paragraph above;
- Workers' compensation insurance at the Connecticut statutory limit, including employers' liability with limits of \$100,000 for each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee; and

In addition:

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

Hold Harmless and Indemnification:

In addition to its obligation to provide insurance as specified in Section above, the Contractor shall indemnify, defend, save and hold harmless Town of Mansfield, including but not limited to, its elected officials and officers, employees, representatives and agents (collectively, the “Town of Mansfield Indemnified Parties”) from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ and consultants’ fees, and will defend the Town of Mansfield Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of (i) the Contractor’s performance or non-performance of its obligations under this Agreement, (ii) the breach of any obligation of the Contractor contained in this Agreement, or (iii) any misrepresentation or breach of warranty by the Contractor contained in this agreement. Notwithstanding anything herein to the contrary, the Contractor shall not, however, be required to reimburse, defend, hold harmless or indemnify any Town of Mansfield Indemnified Party for loss or claim arising out of the willful misconduct, recklessness, or negligence of such Town of Mansfield Indemnified Party or any third party, and the Town of Mansfield Indemnified Party whose willful misconduct, recklessness, or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the Contractor (without duplication) for the costs of defending any suit as required above. A Town of Mansfield Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim with legal counsel reasonably acceptable to such Town of Mansfield Indemnified Party, and the Contractor shall not settle any non-monetary aspect of such claim which may adversely affect such Town of Mansfield Indemnified Party without the approval of the Town of Mansfield Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to such legal counsel retained by the Contractor, a Town of Mansfield Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the Town of Mansfield Indemnified Party. These indemnification provisions are for the protection of the Town of Mansfield Indemnified Parties only and shall not establish, of themselves, any liability to third parties. These provisions shall survive the expiration or earlier termination of the Agreement. In claims against any Town of Mansfield Indemnified Party by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

Miscellaneous:

It is the intent of Town of Mansfield to enter into a solar PPA with the successful Proposer for a term of twenty years or less.

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

Town of Mansfield requires a first lien against the system be granted and filed on behalf of Town of Mansfield to protect against adverse financial circumstances which may be encountered by the system owner/operator (respondent). Any sale of said system or a security based on said system shall survive said sale or security.

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

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

Additional Information:

Additional information may be obtained by contacting:

Allen N. Corson, Director
Facilities Management Department
Phone: 860-429-3326
Email: corsonan@mansfieldct.org