

**TOWN OF RIDGEFEILD
RIDGEFIELD, CONNECTICUT**

The Office of the Facilities Director

Energy Conservation & Building Maintenance

***Solar Photovoltaic System Installation:
Branchville Elementary School,
40 Florida Rd, Ridgefield, CT 06877***

March 2022

Request For Proposals:

PROJECT DESCRIPTION

PROPOSAL REQUIREMENTS



**RUDY MARCONI
FIRST SELECTMAN**

Bid Number 22-07

LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID DUE DATE: Thursday, May 19, 2022

BID DUE TIME: 11:00 AM

ITEM: Facilities Management, Solar Photovoltaic System
Installation, Branchville Elementary School building

BID NUMBER: 2022-07

Terms and conditions as well as the description of items being bid are stated in the specifications.

Specifications may be obtained at the following address:

Town of Ridgefield
Jacob Muller
400 Main Street
Ridgefield, CT. 06877
203-431-2720

Or downloaded from www.ridgefieldct.org in "Governments" "View All Departments" –
"Purchasing" – "Bid Notices"

The return bid must be sent via FAX or email listed below:

**TOWN OF RIDGEFIELD
DIRECTOR OF PURCHASING
BID NUMBER: 22-07
FAX #: 203-431-2723
purchasing@ridgefieldct.org**

Bids must be received no later than the date and time stated above at the Purchasing Director's FAX or email only. **For further information**, please call **Jacob Muller at (203) 431-2720** or E-Mail at purchasing@ct.org

Results may be viewed at www.ridgefieldct.org in the Purchasing section under Departments after the bid opening.

Bid Documents available at www.ridgefieldct.org in in "Governments" "View All Departments" – "Purchasing" – "Bid Notices"

Town of Ridgefield
Director of Facilities
Energy Conservation & Building Maintenance

Request for Proposal
Solar Photovoltaic System Installation
Branchville Elementary School
February 2022

Project Description

The Town of Ridgefield is requesting proposals from pre-qualified contractors of the CT Greenbank for the installation of 100kW (AC) solar photovoltaic systems on select roof areas of a Ridgefield school building (the Branchville Elementary School). The goal of the proposal is to install a solar system that reduces the electrical costs incurred by each building while utilizing a funding source such as the CT Green Bank or other to provide a twenty (20) year power purchase agreement at a constant (**flat**) \$/kwh rate. In general, the successful contractor shall submit a proposal that provides a “turnkey” solar photovoltaic system these buildings which includes all labor, materials, tools, and equipment necessary to engineer, install, construct, monitor and maintain for a period of twenty years. All equipment necessary to fulfill the requirements of a power purchase investor (CT Greenbank or other) including but not limited to and subject to the following:

Technical Requirements:

1. The project location is 40 Florida Road, Ridgefield, CT 06877.
2. Zero Emissions small ZREC 100kw(ac) Service Agreement is attached (delivery start date April 1, 2022).
3. The site location plan showing the roof areas available for accepting solar photovoltaic system equipment, excerpted roof condition report, and roof condition photographs are attached.
4. The size of the installed solar photovoltaic system shall not exceed 100 kw AC as required under the service agreement.
5. The project shall be funded through the CT Greenbank or other as a twenty-year power purchase agreement and shall include a twenty (20) year maintenance agreement.
6. The Contractor shall provide an analysis of the existing roofing system for each school which shall be completed by a Connecticut licensed structural engineer to determine the suitability of the existing roofing system to safely support the PV system under all anticipated dead and live loads. The stamped analysis shall be submitted to the Town of Ridgefield for review prior to the actual installation of the solar photovoltaic system. Existing drawings of the schools are available for review at the Office of the Building Official, 66 Prospect Street, Ridgefield, CT during normal business hours.
7. The Contractor shall provide a structural engineering analysis and supporting documentation submitted by a Connecticut licensed structural engineer certifying that the installed solar photovoltaic system can support any local applicable seismic, wind and snow load activity.

8. The contractor shall make a determination of the existence of any hazardous materials within the project areas and shall certify that no hazardous materials are utilized within his equipment or his installation procedures.
9. At a minimum, the system shall consist of the supply and installation of a solar photovoltaic generation system, mounting structure, terminal and combiner boxes, quick-connect electrical connectors, conduit, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, AC wiring, all metering equipment, a system monitoring and data retrieval system, and everything necessary to interconnect with the electrical distribution system and provide a fully functioning solar photovoltaic system meeting the intent of this proposal.
10. All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components.
11. The design, construction, and finalized installation shall be completed in accordance with the latest applicable version of the National Electrical Code (NEC), Uniform Building Code (UBC), International Building Code (IBC), American Society of Civil Engineers (ASCE), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Underwriters Laboratory (UL), Institute of Electrical and Electronics Engineers (IEEE), American Concrete Institute (ACI), Connecticut Occupational Safety and Health (Conn-OSHA), all Federal, State, and Local construction and interconnections codes, the specific requirements of the CT Green Bank, and the connected utility.
12. The Contractor shall obtain all required permits prior to the start of construction.
13. All electrical/electronic equipment shall have surge and lightning protection. All electrical/electronic equipment and metal surfaces shall be properly grounded as required by the NEC code as required by the equipment manufacturer for protection of personnel and equipment due to fault.
14. The material supplier shall thoroughly inspect the installation to ensure compliance with all applicable safety regulations and proper equipment operation.
15. The Contractor shall conform to all OSHA safety requirements with respect to the system's installation, site, and worker safety.
16. The Contractor shall protect the public during all phases of the project.
17. Roof-top photovoltaic mounts roofs must not require penetrating the roof. The structural design of the solar photovoltaic system shall provide for easy and cost-effective repair or replacement of the roof.
18. The Contractor shall ensure that the integrity of the roofing systems will remain intact. Any damages caused by the installation or use of the solar photovoltaic generation system to any of the roofing materials of any project building, shall be repaired or replaced at no cost to the Town by the Contractor.
19. All work completed by the Contractor shall not void the attached roof warranties.

20. Any necessary upgrades or modifications to the existing main electrical panels or new panels as required for the proper operation of the solar photovoltaic system shall be included and paid for by the Contractor.
21. The Contractor shall train the Board of Education's Facilities Maintenance staff and Town of Ridgefield's Emergency Personnel on emergency shut-off procedures.
22. The Contractor shall provide the Town of Ridgefield with final as-built documents upon completion of the project.
23. The Contractor shall abide by all applicable environmental laws and regulations.
24. The Contractor shall provide sanitary facilities for his workers. The Contractor's employees are prohibited from entering the school buildings except under emergency circumstances.
25. The work area shall be thoroughly cleaned by the Contractor daily and upon completion of the project.
26. The Contractor shall submit to the Board of Education a list of all employees expected to work on the site.
27. All work shall be coordinated with the Town of Ridgefield Board of Education
28. The Contractor is responsible to familiarize himself with all aspects of the existing conditions prior to submitting a bid. Arrangements for visiting the sites may be made by contacting the Town Facilities Manager, Brian Hubbard at 203-431-1325. Technical and Bid questions shall be directed to Jacob Muller, Facilities & Purchasing Director, via email at purchasing@ridgefieldct.org. **While schools are in session, prospective bidders wishing to view the site must have an appointment scheduled as stated above and have a School representative and carry present proper identification. Failure to do so will result in a security violation.**

Proposals:

29. The Contractor shall submit as part of this request for proposals a signed letter of intent that outlines his proposed scope of work, the estimated annual electricity generation and system size both in AC and DC, location and layout of his proposed system, and any other facts that he feels are relevant to his proposal.

The Contractor shall also submit with his proposal the following information:

- a. The completed "20 Year Flat PPA Cost and solar annual production estimate to The Town of Ridgefield" sheet for each building.
- b. Cut sheets of all major components of the solar photovoltaic generation system and applicable manufacturer's literature
- c. Insurance certificates
- d. Hold Harmless Agreement
- e. Contractor's Qualification Statement
- f. Contractor's List of Subcontractors
- g. Project Schedule

- h. Acknowledgement that he has visited the sites and is familiar with the existing conditions.
- 30. Proposal Submission: Interested Contractors shall submit bids no later than the date and time stated below to the Purchasing Director via FAX (203-431-2723) or email (purchasing@ridgefieldct.org) to Jacob Muller, Purchasing Director, on or before the deadline; Thursday, February 24, 2022 at 11:00 AM eastern standard time. Proposals may not be accepted after that date.
- 31. Proposal Review: Proposals will be reviewed and evaluated by the Town of Ridgefield based on all information submitted. It is estimated that the review process will take two weeks to complete. The Town reserves the right to reject any and all proposals and to negotiate the terms and conditions of any proposal with any particular contractor. The Town also reserves the right to interview any or all potential contractors with respect to their proposals and to waive any error, or informality or technical defect in the proposal.
- 32. The Town of Ridgefield, in evaluating each proposal, may consider but not be limited to the following factors:
 - a. Twenty-year flat PPA cost to the Town of Ridgefield
 - b. Contractor's letter of intent and all documents submitted as part of his proposal.
 - c. Contractor's project schedule
 - d. Contractor's references and subcontractors
 - e. Contractor's prior work and experience with the Town of Ridgefield
 - f. Similar projects completed in the past
 - g. Any other information deemed relevant

Miscellaneous:

- 33. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Ridgefield. The Board of Selectmen may reject any proposal not deemed to be in its best interest of the Town of Ridgefield.
- 34. The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firm's submitting proposals for the work requested in this bid document or request for proposals.
- 35. It is the Contractor's responsibility to determine the exact amount of effort required to meet the project's intent and reflect that effort in his submitted bid.
- 36. By submitting a bid, the Contractor acknowledges that he has visited the site and is aware of the conditions involved in meeting the project's intent.
- 37. The Town reserves the right to eliminate any item, quantity, or portion of the work that it deems to be in the best interest of the Town.

38. Any inconsistencies shall be reported to the Facilities Director. The Facilities Director shall make the final decision on any inconsistencies and their intent.
39. In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

FRACKING WASTE ORDANINCE NOTICE

On January 9, 2019, The Town of Ridgefield approved and adopted an Ordinance prohibiting the storage, disposal or use of fracking waste on Town of Ridgefield land and/or projects. The complete Ordinance can be viewed at the Town Clerk's Office located at 400 Main Street, Ridgefield, CT or on the town website at the following link;

<https://ecode360.com/RI2176/laws/LF1067113.pdf#search=fracking>

Bidders shall follow this Ordinance in preparation and submission of their bid.

- 1.) No materials containing natural gas or oil waste shall be utilized in providing and retaining services to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 2.) No materials containing natural gas or oil waste shall be utilized in the purchase or acquisition of materials to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 3.) We _____ hereby submit a bid for materials, equipment and/or labor for the Town of Ridgefield. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any

natural gas waste or oil waste to any road or real property within the Town of Ridgefield as a result of the submittal of this bid if selected.

4.) The successful bidder shall submit certificates of origin for project materials, fill and other.

Signed and sealed in

the presence of:

Contractor

By _____

Date _____

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

day on the _____ day of _____

Signed, Sealed and Delivered in the
Presence of:

Signed:

Notary Public

Supplemental Information for Bidders and General Contract Provisions

1. PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

2. SUBMISSION OF PROPOSALS

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

3. INCURRING COSTS

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

4. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

5. CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Ridgefield, Purchasing Agent, 400 Main Street, Ridgefield, Connecticut 06877, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations based on these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included, it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

7. QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

8. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

9. SAMPLES

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

10. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

12. SUBCONTRACTORS

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

13. QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

14. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

15. DELIVERY

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

16. PAYMENT (not applicable if PPA and no cost to the Town)

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield
Facilities Director
400 Main Street
Ridgefield, CT 06877

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any payment being made.

At the time of award the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

17. SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

18. CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

20. AWARD

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.
- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Purchasing Agent's decision shall be final.

21. INSURANCE

Insurance requirements are detailed under the attached “Insurance Requirements.”

22. GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

23. PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

24. NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

25. MECHANICS LIEN WAIVERS

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

Purchasing Department, Town of Ridgefield, 400 Main Street, Ridgefield, CT 06877

203-431-2720 & purchasing@ridgefieldct.org

APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:

- Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
- **The Town shall be named as an Additional Insured**
This **MUST** be stated explicitly on the Certificate or you will be **Disqualified**

2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

- Worker's Compensation and Employer Liability:
Statutory Limits

3. **Comprehensive Auto Liability Insurance:**

- Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield and the Ridgefield Board of Education from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorney's fees the Town of Ridgefield or the Ridgefield Board of Education may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this RFP or any activities in connection with the PPA entered into pursuant to this RFP whether such losses and damages be suffered or sustained by the Town of Ridgefield or the Ridgefield Board of Education directly or by their respective employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield or the Ridgefield Board of Education liable therefore.

The EPC Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The EPC Contractor shall hold the Town of Ridgefield and the Ridgefield Board of Education harmless for the failure of the EPC Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the _____ day of _____

Signed, Sealed and Delivered in the
Presence of:

Notary Public

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

2. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

3. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

4. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

Company: _____ *Bid Title:* _____

Street: _____ *Bid No.:* _____

City, State: _____ *Telephone No.:* _____

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

2. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

3. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

4. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

Company: _____ Bid Title: _____

Street: _____ Bid No.: _____

City, State: _____ Telephone No.: _____

Branchville Elementary School Power Purchase Agreement (PPA)

Twenty Year Flat PPA Cost to The Town of Ridgefield = \$_____ per kilowatt hour (kwh)

Solar Production Year	Estimated Solar Production (kwh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Contractor Name:

Contractor Address:

Contractor Email:

Date Submitted:

Appendix A

Documents

- Small Class Zero Emission Project Tariff, Service Agreement
- Electric Bill
- Site Plan

SMALL CLASS I ZERO EMISSION PROJECT TARIFF**Attachment 1: SERVICE AGREEMENT**

This Service Agreement (Number S9-0403) is entered into as of the following date: November 19, 2021 (the "Effective Date"). This Service Agreement incorporates by reference for all purposes the Small Class I Zero Emission Project Tariff and all attachments and appendices thereto, including Attachment 2, Terms and Conditions (collectively, the "Agreement"). The Parties to this Service Agreement are the following:

SELLER		BUYER
Town of Ridgefield	<i>Party Name</i>	The Connecticut Light and Power Company dba Eversource Energy ("Eversource Energy")
40 Florida Road Ridgefield, CT 06877	<i>Address</i>	107 Selden Street Berlin, CT 06037
	<i>Business Website</i>	www.eversource.com
<input checked="" type="checkbox"/> US Federal 06-6002075	<i>Tax ID Numbers</i>	<input checked="" type="checkbox"/> US Federal 06-0303850
Connecticut	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other: <u>Municipal</u>	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____

CONTACT INFORMATION		
SELLER		BUYER
Address: 400 Main St. Ridgefield, CT 06877 Attn: Jake Muller Tel# 203-431-2720 Fax# Email: Purchasing@ridgefieldct.org	<i>General (day to day/ administrative)</i>	Address: 107 Selden St., Berlin, CT 06037 Attn: LREC/ZREC Tel# 860-665-6256 Fax# 860-665-4583 Email: lrec.zrec@eversource.com
Address: 54 52 Catoonah St Ridgefield, CT 06877 Attn: Dwayne Escola Tel# 120-373-3416 Fax# Email: dwayne.escola@gmail.com	<i>Contract</i>	Address: 107 Selden St., Berlin, CT 06037 Attn: LREC/ZREC Tel# 860-665-6256 Fax# 860-665-4583 Email: lrec.zrec@eversource.com
Address: 400 Main St. Ridgefield, CT 06877 Attn: Jake Muller	<i>Legal Notices</i>	Address: Legal Department, 107 Selden St., Berlin, CT 06037 Attn: Associate General Counsel – CT State Regulatory
Address: 400 Main St. Ridgefield, CT 06877 Attn: Jake Muller Tel# 203-431-2720 Fax# Email: Purchasing@ridgefieldct.org	<i>Performance Assurance</i>	Address: 107 Selden St., Berlin, CT 06037 Attn: LREC/ZREC Tel# 860-665-6256 Fax# 860-665-4583 Email: lrec.zrec@eversource.com

ACCOUNTING INFORMATION		
Address: 400 Main Street Ridgefield, CT 06877 Attn: Rudy Marconi Tel# 203-431-2773 Fax# Email: selectman@ridgefieldct.org	· Invoices · Payments · Settlements	Address: 107 Selden St., Berlin, CT 06037 Attn: LREC/ZREC Tel# 860-665-6256 Fax# 860-665-4583 Email: lrec.zrec@eversource.com
Bank: Bank Address: ABA# Acct# <input type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:	Wire Transfer Numbers (If Applicable)	Bank: Bank of America, NA Bank Address: 100 N. Tryon Street Charlotte, NC 28202 ABA# 026009593 Acct# 0000129048 <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:
Attn: Rudy Marconi Address: 400 Main St. Ridgefield, CT 06877	Checks (If Applicable)	Attn: LREC/ZREC Address: 107 Selden St., Berlin, CT 06037
Bank: Bank Address: ABA# Acct# <input type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:	ACH Numbers (If Applicable)	Bank: Bank of America, NA Bank Address: 2523 Albany Ave West Hartford, CT 06117 ABA# 011900254 Acct# 0000129048 <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:

The Parties hereby agree to the following provisions offered in Attachment 2, Terms and Conditions. Select the appropriate box(es) and/or fill in the required information from each section:

Service Agreement Elections	
Section 3.1 Facility Description	Facility Site/Location (including Street, City or Town) 40 Florida Road Ridgefield, Connecticut 06877 Customer Billing Account Number 51128433018 Technology <input type="checkbox"/> Wind <input checked="" type="checkbox"/> Solar-Fixed Tilt <input type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Other: Installed Capacity - Must be less than or equal to 100 kW (AC) 100 kW (AC)
Section 6.2 Interconnecting Utility	Eversource Energy
Section 7.1 Maximum Annual Quantity	156 Maximum Annual Quantity ZRECs
Section 7.4 Purchase Price	\$ 93.18 per ZREC
Section 9.1 Performance Assurance (amount)	\$ 726.8

Section 2.2 Delivery Term Start Date	<input type="checkbox"/> July 1, 2021 <input type="checkbox"/> October 1, 2021 <input type="checkbox"/> January 1, 2022 <input checked="" type="checkbox"/> April 1, 2022
---	--

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Town of Ridgefield	Party Name	The Connecticut Light and Power Company dba Eversource Energy by Eversource Energy Service Company, its authorized agent
	Signature	
RUDY MARCONI	Printed Name	Andrew Belden
FIRST SEERMAN	Title	Vice President – Solar Programs

ERSOURCE

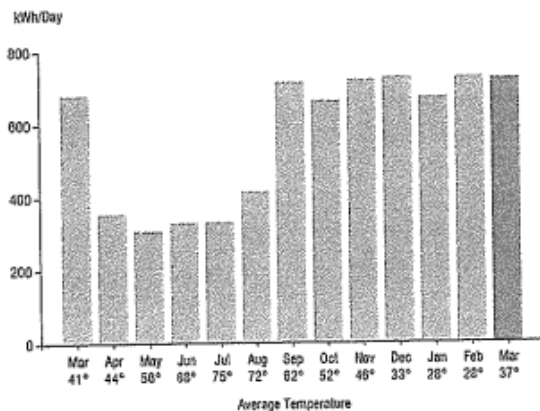
Number: 5112 843 3018
Print Date: 03/16/21

Service Provided To:
TOWN OF RIDGEFIELD PUBLIC SCHO

2/12-3/14
PO 211026

BES

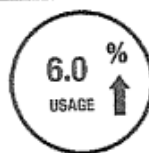
Electric Usage History - Kilowatt Hours (kWh)



Electric Usage Summary

This month your
average daily
electric use was
724.0 kWh

This month you used
6.0% more
than at the
same time last year



News For You

Go paperless with E-Bill and receive an email reminder instead of a paper bill each month. It's easy, convenient and secure. Log into your account at Eversource.com and select "My Profile" to enroll in E-Bill today.

Total Amount Due
by 05/15/21

\$3,960.86

Amount Due On 03/12/21
Last Payment Received On 03/03/21
Balance Forward
Total Current Charges

\$3,500.15
-\$3,500.15
\$0.00
\$3,960.86

Current Charges for Electricity

Supply

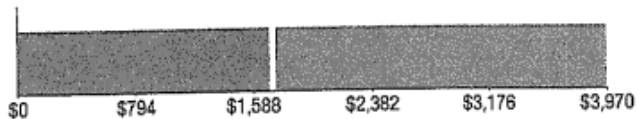
\$1,697.63

Cost of electricity from ENGIE
RESOURCES

Delivery

\$2,263.23

Cost to deliver electricity
from Eversource



Your electric supplier is

ENGIE RESOURCES
0 P O BOX 25237
LEHIGH VALLEY PA 18002-5237
WWW.ENGIRESOURCES.COM
888-232-6206

Remit Payment To: Eversource, PO Box 56002, Boston, MA 02205-6002

ERSOURCE

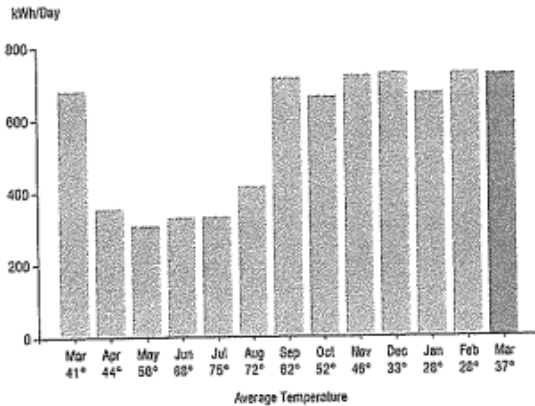
Number: 5112 843 3018
Ent Date: 03/16/21

Service Provided To:
TOWN OF RIDGEFIELD PUBLIC SCHO

2/12-3/14
PO 211026

BES

Electric Usage History - Kilowatt Hours (kWh)



Electric Usage Summary

This month your
average daily
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724.0 kWh

This month you used
6.0% more
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Last Payment Received On 03/03/21

-\$3,500.15

Balance Forward

\$0.00

Total Current Charges

\$3,960.86

Current Charges for Electricity

Supply

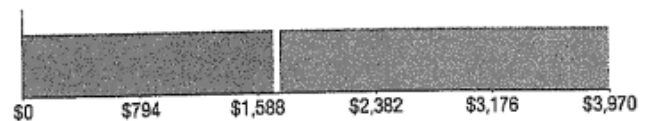
\$1,697.63

Cost of electricity from ENGIE
RESOURCES

Delivery

\$2,263.23

Cost to deliver electricity
from Eversource



Your electric supplier is

ENGIE RESOURCES
P O BOX 25237
LEHIGH VALLEY PA 18002-5237
WWW.ENGIERESOURCES.COM
888-232-6206

Remit Payment To: Eversource, PO Box 56002, Boston, MA 02205-6002



Account Number: 5112 843 3018
Customer name key: RIDG
Statement Date: 03/16/21
Service Provided To:
TOWN OF RIDGEFIELD PUBLIC SCHO

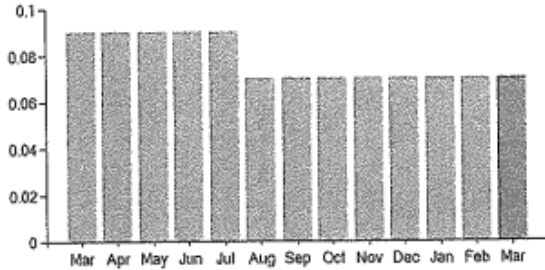
Total Amount Due
by 05/15/21

\$3,960.86

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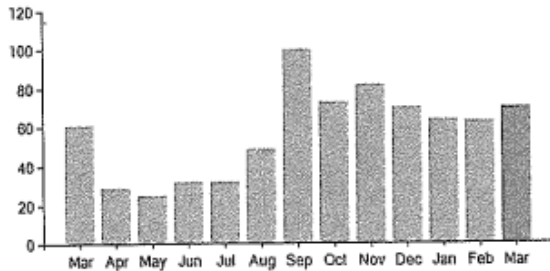
Supply Rate

Dollars / kWh



Demand Profile

Max. Demand



Important Messages About Your Account

Because the billing period spans a change in the rates, your usage has been calculated partly on the old rate and partly on the new rate.

This meter is tax exempt

Branchville Elementary School, 40 Florida Rd, Ridgefield



Branchville Elementary School, 40 Florida Rd, Ridgefield



Areas for Solar Panels