LEGAL NOTICE

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

BID DUE DATE: Ö^&^{ à^\ 16, 2025

BID DUE TIME: 11:00 am EST

BID ITEM: Ü[[~ËT[~} & åÂÛ[|æÁÚ@ d ç[|ææ&ÁQÚXDÂÛ~• & Á

BID NUMBER: 26-0Ì

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 David McFate 400 Main Street Ridgefield, CT. 06877 203 - 431 – 2720

The return bid envelope must be marked and addressed to the following:

TOWN OF RIDGEFIELD PURCHASING AND FINANCE MANAGER BID NUMBER: 26-08 400 MAIN STREET RIDGEFIELD, CT. 06877

Bids may be submitted via email to the following following:

purchasing@ridgefieldct.gov SUBJECT: 26-0, (Company Name) Bid Package

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor or via email. For further information, please call David McFate at (203) 431-2720 or email at purchasing@ridgefieldct.gov

Results may be viewed at https://www.ridgefieldct.gov/node/24703 after the bid opening.

Town of Ridgefield - Request for Proposal

Roof-Mounted Solar Photovoltaic (PV) System under Buy-All Program Capacity: Up to 200 kW AC (260kW DC, approximately)

1. Introduction

The Town of Ridgefield, CT is seeking proposals from qualified contractors or energy service providers to design, finance, install, own, operate, and maintain a roof-mounted solar photovoltaic (PV) system with a maximum capacity of up to 250 kW DC under a **Buy-All program** structure.

Under this program, the contractor will sell all electricity generated by the PV system directly to the local utility (Eversource) under applicable tariffs and renewable energy credit programs The Town will benefit from financial compensation through lease payments, roof-use payments, or revenue-sharing as proposed by the contractor.

In addition, the contractor's proposal must include an allowance of **\$45,000 toward** replacement of the salt barn roof to ensure the facility is structurally ready for solar installation and to protect the long-term viability of the PV system.

The Town's objectives are to maximize financial benefit, advance sustainability goals, and ensure building infrastructure is properly maintained.

2. Project Location

- Facility Name: Ridgefield Public Works
- Facility Address: 60 South Street, Ridgefield, CT
- Property Owner: The Town of Ridgefield, 400 Main Street, Ridgefield, CT
- Roof Types:
 - Flat EPDM roof 4 years old with a 25-year warranty (Garage 1 and Garage 2)
 - Pitched asphalt shingle roof newly installed with a 35-year warranty (Salt Barn)
- Additional Facility: Salt Barn (roof replacement allowance of \$45,000 required as part of the proposal)
- Structural drawings available upon request

3. Scope of Work

The selected contractor will be responsible for:

Conducting site and structural assessments to confirm feasibility

- Designing and engineering the PV system, stamped by a licensed professional engineer
- Securing all necessary permits, approvals, and utility interconnection agreements
- Financing the full cost of the PV system installation under a Buy-All model
- Incorporating an allowance of \$45,000 toward roof replacement of the salt barn into the financial proposal
- Installing all modules, inverters, racking, wiring, monitoring equipment, and balance-of-system components
- Owning, operating, and maintaining the PV system for the duration of the utility agreement or program term
- Providing real-time monitoring and production reporting to the Town
- Coordinating with the Town to ensure minimal disruption during installation

4. Buy-All Program Financial Terms

- **Program Structure:** Contractor will sell all electricity produced by the PV system to Eversource under applicable Buy-All programs.
- **Town Compensation:** Contractor proposals must specify the financial benefits to the Town, which may include:
 - Fixed annual lease payments for roof space,
 - o Revenue-sharing from Buy-All incentive payments, or
 - Other financial structures that directly benefit the Town.
- Roof Replacement Allowance: Proposals must include an allowance of \$45,000 dedicated to replacement of the salt barn roof prior to or as part of system installation.
- **Agreement Term:** Contractor must specify term length (e.g., 15–20 years) aligned with utility program and financing requirements.
- **Escalators:** If applicable, contractor must state annual escalation rates for lease or payment structures.
- **Buyout Option:** Proposals should include end-of-term or early buyout options for the Town to assume ownership.
- **Performance Guarantee:** Contractor must provide a minimum production guarantee with remedies for underperformance.

5. System Requirements

- System size: Up to 200 kW AC (final size based on roof capacity and utility interconnection)
- Technology: Tier-1 solar modules and UL-listed inverters; racking systems with a minimum 25-year design life
- · Monitoring: Web-based monitoring system accessible to Town staff
- Compliance: Must meet NEC, NFPA, OSHA, utility interconnection requirements, and all applicable codes
- Warranty: Modules minimum 25-year performance warranty; inverters minimum 10-year warranty

6. Proposal Requirements

Proposals must include:

- Company information, qualifications, and relevant experience with Buy-All or ZREC/LREC projects
- 2. Preliminary system design, layout, and estimated annual energy production (kWh)
- 3. Financial proposal specifying:
 - Lease or revenue-sharing terms
 - Term length and escalators
 - Incorporation of the \$45,000 roof replacement allowance
- 4. Detailed operations and maintenance plan over the agreement term
- 5. Financing approach and assurance of ability to deliver under Buy-All program rules
- 6. Proposed project timeline from contract award to commissioning
- 7. References from at least three similar Buy-All, ZREC, or LREC projects (preferably with municipal clients)

7. Selection Criteria

Proposals will be evaluated based on the following:

- Financial benefit to the Town (lease payments, revenue-sharing, or equivalent)
- Quality and reliability of system design
- Contractor's qualifications and experience with similar Buy-All/ZREC projects
- Operations, maintenance, and monitoring offerings
- Production guarantees and risk allocation
- Ability to meet project schedule and ensure long-term system performance
- Ability to procure a minimum of five percent (5%) of the materials by June 30, 2026 to meet the Safe Harbor deadline.

. "Schedule

- RFP Release Date: November 13, 2025
- Deadline for Questions: December J. 2025
- Proposal Due Date: December 16, 2025
- Anticipated Award Date: No Later Than January 13, 2026
- Project Completion Deadline: System in operation not later than June 30, 2027

- "Submission Instructions

All proposals must be submitted **electronically**. Hard copies will **not** be accepted.

Submit one complete electronic copy of your proposal no later than **December 16**, **2025 at 11:00am** to:

David McFate, Purchasing and Finance Manager The Town of Ridgefield, CT 400 Main Street, Ridgefield, CT Email: purchasing@ridgefieldct.gov

Phone: (203) 431-2720

Late submissions will not be accepted.

10. Terms & Conditions

- The Town of Ridgefield, CT reserves the right to reject any or all proposals, waive informalities, and select the proposal that best serves the interests of the Town.
- Contractor must assume all risks associated with financing, ownership, and system performance under the Buy-All structure.
- Proposals must clearly show how the **\$45,000 roof replacement allowance** is incorporated into the financial terms.
- All costs incurred in preparation of the proposal shall be borne solely by the proposer.

11. Appendices

The following documents are provided as part of this RFP package. Proposers are responsible for reviewing all materials prior to submission:

- Appendix A Location Plan (site map and facility layout)
- Appendix B Eversource ZREC Agreement (copy of existing Zero Emission Renewable Energy Credit program agreement, if applicable)
- Appendix C Recent Eversource Invoices (utility bills for Ridgefield Public Works facility at 60 South Street)
- Appendix D Roof Warranty Data (documentation for EPDM and asphalt shingle roof warranties)
- Appendix E Existing Roof Plans (architectural and structural roof drawings for Ridgefield Public Works facility and Salt Barn)

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

- 1. Bids will be submitted in a sealed envelope plainly marked with bid number to identify this particular proposal. The Town of Ridgefield will also accept electronic submission of bids via email. Bids submitted by email must be sent to <u>purchasing@ridgefieldct.gov</u>. The time stamp of the hand delivery or email shall be on or before the bid due date. Only one method of submission is necessary.
- 2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
- 3. 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 bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
- 4. Bidders may be present at the opening of bids.
- 5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
- 6. <u>Insurance requirements:</u> must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.
 - a. Please Note: Prior to the start of work, the Town of Ridgefield and/or the Board of Education shall be endorsed on the Contractor's policies of insurance as additional insured. The Contractor shall obtain a policy of insurance, with minimum limits of liability as specified containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Contractor shall obtain an

endorsement to said insurance policy stating that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town of Ridgefield and/or Board of Education is excess. The Contractor's insurance carrier will waive all rights of subrogation against the Town of Ridgefield and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Contractor shall furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences. Failure to do so will result in disqualification of the Bid. There will no exceptions.

- 7. Permits: It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of Ridgefield Road Construction Standards, or as set forth in these specifications. Any local (Town of Ridgefield) permits will have the permit fee waived.
- 8. <u>Emergency Work:</u> The Contractor shall file with the Engineer a telephone number of a person authorized by him who may he contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
- 9. <u>Sales Tax</u>: 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.
- 10. <u>Contractor's Qualification Statement:</u> The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
- 11. <u>Hold Harmless Agreement:</u> In order for the bid to be considered valid, the Contractor <u>must</u> sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
- 12. **Prevailing Wage Rates:** This project **is** subject to the State of Connecticut prevailing wage rate requirements.

- 13. <u>SBE/MBE and Contract Compliance Requirements:</u> This project **is not** subject to State of Connecticut SBE/MBE set aside and contract compliance requirements.
- 14. **Bonds:** Bonds are not requirement for this project.
- 15. <u>Time of Completion:</u> Contractor must procure a minimum of five percent (5%) of materials by June 30, 2026 in order to meet the Safe Harbor deadline. Work will be completed no later than June 30, 2027.
- 16. <u>Site Inspection:</u> General bidding and technical questions shall be directed to David McFate, Purchasing and Finance Manager, via email <u>purchasing@ridgefieldct.gov</u>. Requests for access to the site shall be directed to Jacob Muller at <u>dpssuper@ridgefieldct.gov</u>.
- 17. **Project Location:** The project is located at 60 South Street, Ridgefield CT 06877. All site visits shall be approved by the Town of Ridgefield prior to entry.
- 18. Bid Schedule:
 - a. Pre-Bid Site Inspection Per the contractor, a email notifying the

Town should be sent to Jacob Muller at

b. Bid Due Date - dpssuper@ridgefieldct.gov

c. Project Award - NLT January 13, 2026, the project is fully funded.

- 19. **Prime Contractor:** The prime contractor is required to self-preform a minimum of 50% of the total contract value.
- 20. **RFB Submissions:** The following items shall be submitted for a RFQ to be considered complete:
 - (a) Insurance certificates
 - (b) Hold Harmless Agreement
 - (c) Contractor's Qualification Statement
 - (d) Contractor's List of Subcontractors
 - (e) Solar RFP pricing details
 - (f) Project Schedule
- 21. Requests for Information: Questions or requests for information must be submitted in writing. All questions or requests for information shall be submitted to David McFate, Purchasing and Finance Manager, at purchasing@ridgefieldct.gov. Deadline for Questions/RFI shall be seven days prior to the Bid Due Date.

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.

General Contractor:	Bid Number:
Address:	
Phone Number:	

	1			
Firm	Address	Point of Contact Name	Point of Contact Number	Type of Work Performed

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 <u>all</u> 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 <u>Additional Insured</u>
 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 due so will result in work stoppage and possible contract cancellation.

SPECIMEN CONTRACT

This Agreement mad	de as of the	day of _	
the year	by and betwe	en the Town of Rido	gefield, 400 Main
Street, Ridgefield, C	onnecticut, (herei	n after called the O	wner), and
			, doing business at
	_		(herein after called the
Contractor).			
Witnesseth that the	Owner and the	Contractor in cons	sideration of the mutual
covenants herein af	ter set forth, agree	e as follows:	

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

Roof-Mounted Solar Photovoltaic (PV) System Bid 26-08

The work to be done consists of the furnishing of all labor, materials, tools, and equipment necessary to construct the project as specified in RFQ 26-08.

Article 2. Project Manager:

Jacob Muller, Director of Public Works, will act as the Project Manager in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time:

The work shall be completed **as specified in RFQ 26-08**, after the date which the Contractor is to start the work as provided in the Contract Documents.

Article 4. Contract Price:

modifications as provided therein in current funds as follows:
the Project in accordance with the Contract Documents subject to adjustment by
The Owner will pay the Contractor for performance of the Work and completionof

Article 5. Progress and Final Payments:

The Owner will make progress payments on account of the Contract Price as provided in the General Conditions. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Engineer.

Article 6. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following: This agreement

- A. Exhibits to this Agreement
- B. Contractor's Bid and Bid Bonds
- C. Specifications
- D. Drawings as referenced by the Specifications or attached hereto
- E. Addenda numbers:
- F. Any modifications, including change orders, duly delivered after execution of this agreement.

Article 7. Miscellaneous:

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the

- Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

	Signed and sealed in
	the presence of:
	Town of Ridgefield
Ву	
Date	
	Contractor
By	
Date	

Town of Ridgefield October 2020

HOLD HARMLESS AGREEMENT

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

The 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 Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHERE	OF, the parties here	eto have set their hand and seal this on
the	_ day of	
Signed, Sealed and De	livered in the	Signed:
Presence of:		
Notary Public		

HOLD HARMLESS HH-1