

REQUEST FOR PROPOSAL

**ROOFTOP MOUNTED SOLAR PHOTOVOLTAIC PROJECT
UNDER ONTARIO'S FEED-IN-TARRIFF PROGRAM
FOR THE
TOWNSHIP OF STONE MILLS**

PROPOSAL # W2010-01

Please submit TWO (2) complete copies of the proposal using the attached forms, in a sealed envelope quoting above proposal and closing date; and forward before 2:00 p.m. local time, **Tuesday, May 25, 2010** to:

Darlene Plumley CAO/Clerk
The Township of Stone Mills
4504 County Road 4
Centreville, Ontario
K0K 1N0

Proposal # W2010-01

Closing Date: Tuesday, May 25, 2010 at 2:00 p.m. Local Time

Proposals must be received before the above mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contacts:

Mr. Glenn Barnes
Chief Building Official
Phone 613-378-2475
Fax 613-378-0033
building@stonemills.com

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A. THE PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Council of the Township of Stone Mills invites Proposals from interested parties in the registration, design and installation of a rooftop mounted solar photovoltaic project under Ontario's Feed-In-Tariff Program.

The Township of Stone Mills is building a new roads maintenance facility located in Centreville Ontario. The new roads facility is anticipated to be a focal point for the municipality. Additionally, the new building has been designed for optimum solar exposure and to accommodate a surface mounted rooftop solar photovoltaic project.

2.0 SCOPE OF WORK

The RFP proposal is for a design built, turn key, solar photovoltaic system. The contractor will acquire a 20 year fixed price Feed-in-Tariff contract from the Ontario Power Authority, OPA as established under the *Green Energy and Green Economy Act 2009*. The Proposal must meet all Provincial legislative requirements and OPA requirements relating to Rooftop mounted > 10 ≤ 250 kW projects eligible to receive the contract price of 71.3 ¢/kWh. Demonstrate a minimum expected electricity generated output of 110 kW per year averaged over life of the contract. The awarding of the contract will be subject to final contract negotiations and the approval of Council.

3.0 RFP SCHEDULE

No officer, agent or employee of the Township is authorized to orally alter any portion of these documents. Any alterations required will be issued to all contractors as written addenda. Addenda shall be considered as an integral part of the contract documents. Although every effort will be made to ensure that the proponents receive all the addenda, it is the responsibility of the proponent to ensure all addenda issued have been received.

RFP Advertised:

April 27, 2010

RFP Closes:

2:00 p.m. May 25, 2010

Note: Dates are subject to change at the sole discretion of the Township.

4.0 PROJECT PARTNERS AND STAKEHOLDERS

The sole Stakeholder is the Township of Stone Mills.

5.0 DOCUMENTS AND DRAWINGS

Construction documents and drawings of the proposed Roads Facility will be made available upon request.

6.0 INQUIRIES

All inquiries regarding this Request for Proposal must be in writing by fax or email to:

Glenn Barnes

Chief Building Official

Email: building@stonemills.com

Phone: (613) 378-2475

Fax: (613) 378-0033

7.0 SUBMISSION REQUIREMENTS

Two (2) copies of the proposal response and irrevocable offer (Section "D") are required. Proposal responses should be submitted in a straightforward, clear and concise format. Proposal responses shall not exceed twenty (20) typed pages excluding corporate literature and addendums.

Proposals in sealed envelopes, clearly marked as to contents, will be received no later than 2:00 p.m. Local Time, Tuesday, May 25, 2010 and shall be addressed to Darlene Plumley, CAO/Clerk, Township of Stone Mills 4504 County Road 4, Centreville Ontario, K0K 1N0.

Proposals must be completed in ink or type. Electronic, telegraphic, telephone or facsimile tenders will not be accepted.

Firms responding to the RFP do so **AT THEIR OWN RISK**. No cost for preparing this request for proposal or receiving of information will be incurred by the Township.

B. PROJECT REQUIREMENTS

1.0 INTRODUCTION

In coordination with Township staff, the contractor will play a lead role in acquiring a 20 year fixed price Feed-in-Tariff contract from the Ontario Power Authority, OPA. The contractor will supply a design built, turn key, solar photovoltaic system.

The Proposal is a rooftop mounted > 10 ≤ 250 kW projects eligible to receive the contract price of 71.3 ¢/kWh. The contractor will demonstrate a minimum expected electricity generated output of 110 kW per year averaged over life of the contract. Demonstrate a commitment to this project through it's commitment to warranty all parts of the project. The awarding of the contract will be subject to final contract negotiations and the approval of Council.

2.0 PROJECT COSTS

The total price for turn-key proposal including registration, design and installation of a rooftop mounted solar photovoltaic project must be clearly identified.

3.0 OBJECTIVES

The objective of this project is to heighten the awareness to renewable energy in this region and to promote innovation in the field of solar photovoltaic electricity through clean, well designed and economically viable projects

The proposal must meet and demonstrate compliance with all Provincial legislative requirements and OPA requirements relating to Rooftop mounted > 10 ≤ 250 kW projects eligible to receive the contract price of 71.3 ¢/kWh. Demonstrate a minimum expected electricity generated output of 110 kW per year averaged over life of the contract.

Recognizing the long term commitment to the Province of Ontario, OPA, and to the environment, the contractor through it's proposal must clearly demonstrate its long term commitment to this project through it's commitment to warranty all parts. Special attention should be given to inverters

4.0 ASSUMPTIONS

The standards and requirements for this project are set out through the *Green Energy and Green Economy Act 2009*.

Any reference to prices in the RFP response and subsequent steps in the evaluation are to be exclusive of HST.

The successful submitter of a proposal in response to this Request for Proposal shall be required to show WSIB coverage, Liability insurance and cross liability insurance prior to the entering into a contract with the Township.

The price submitted is to be considered a maximum beyond which the Township will not pay.

5.0 RESOURCE REQUIREMENTS

Submitters are required to detail the resources they will provide and require as part of their proposal. This includes the proponent's resources, third party consultants or sub-contractors.

6.0 PROPOSAL CONTENT

The submission content shall include:

- A brief description of the proponent firm including background and experiences.
- An outline of the personnel that will be assigned to the project work with a brief description of their background and experience.
- A detailed description of the work package and the proponents approach and methodology to carry out the project. The work package will clearly identify
 - i) provisions for registration,
 - ii) site work required for the project.
 - iii) list of all materials, components, products and their manufactures and suppliers;
 - iv) warranties;
 - v) annual revenue generation expectations.
 - vi) all exclusions by the proponent that would be required to be completed or fees paid by the Township prior or after completion of the project.
- A total cost representing the detailed work package breakdown of the costs for the different services being supplied i.e. cost for testing, cost for monitoring, cost for reporting and cost of regular maintenance.
- A total cost representing the detailed work package described in cost per watt.
- Additional brief facts related to the proponent firm that is deemed relevant to the proposal.

7.0 MILESTONES AND RESULTS

The proposal submission is expected to identify milestone dates including:

- i) date of registration;
- ii) date of completion of the contract with OPA;
- iii) start of site work;
- iv) completion date;
- v) regular maintenance inspection program; and
- vi) revenue expectations.

8.0 INTERIM AND FINAL REPORTING

All reporting required by legislation will be copied to the Township. Any other reporting will be determined during the Project Engagement Meetings established at a future date and will be subject to change at the discretion of the Township.

9.0 FORMAL CONTRACT

If a preferred proponent is ultimately selected for the delivery of service, the proponent shall be prepared to enter into a contract in a form that is satisfactory to the Township, that will allow the Township the use of concepts, products, processes produced or resulting from the services rendered by the proponent in connection with the project or which are otherwise developed or first reduced to practice by the proponent in the performance of the services for this project. This proposal shall constitute part of the terms and conditions of the contract award.

C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP:

1. **Improper Delivery.** Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.
2. **Signing Requirements.** Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Appendix A which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

3. **Applicable Law.** This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
 - the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
 - *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.
4. **Township not liable for RFP costs.** The Township is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".
5. **Required Warranties.** Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;
 - i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
 - ii. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
 - iii. all materials and/or services proposed to be supplied to the Township conform in all respects to the standards set forth by Federal and Provincial agencies.
 - iv. The submitter of the proposal is:
 - a. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - b. shall supply everything necessary for the performance of the work;
 - c. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
6. **No Obligation to Contract.** Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the Township. Submissions constitute offers which the Township may or may not accept on its sole discretion. The Township further reserves the right to accept or reject any or all proposals or parts of proposals or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Township also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Township and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Township including but not limited to those set out herein.
7. **Contract Payments.** Unless otherwise specified, should the Township enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Township, or the date on which the invoice is received, whichever is later.
8. **Limitation of Liability.** Unless otherwise agreed, should the Township enter into a contract relating to the Project, the other contracting party shall agree to hold the Township harmless from any and all liability, claim, loss, expense, action or suit arising from the project.
9. **Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of the Township, the decision of such agent as the Township may appoint will be final and binding.
10. **No Assignment.** Unless otherwise agreed, should the Township enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Township, assign or subcontract any aspect of the project or the deliverables.
11. **No implied Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

12. **Governing Law.** All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario.
13. **Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out the Project. No claims will be entertained by the Township based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the quotation.
14. **Default under Project.** In case of a default of performance of the Project, the Township reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and due forthwith.
15. **Title and IP Right to the Work.** Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Township upon delivery and acceptance thereof by or on behalf of the Township. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Township of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Township and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.
16. **Insurance.** Any selected proponent shall be required to take out sufficient Commercial General Liability Insurance, in the amount of no less than five million dollars (\$5,000,000.00), to cover all risks. WSIB coverage shall be provided as required by law. Additional insurance may also be required depending on the nature of proposals submitted. Policies shall be in a form satisfactory to the Township and shall be kept in full force during the complete period with proof of which provided to the Township on demand. The Township shall be named as an additional Insured on the policy, and any successful proponent shall provide evidence of all insurance coverage required by completing the Township Insurance Certificate before the Township shall enter into of a contract in relation to this RFP. Any successful proponent shall provide proof of WSIB coverage before the Township shall enter into of a contract in relation to this RFP
17. **Enforcement.** Any successful proponent will have to enter into a legally binding agreement with the Township. Where any breach of the terms of that agreement should occur, the Township shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Township including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge the jurisdiction of the choice of the Township in any such legal process.

D. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under RFP #W2010-01 to the Township of Stone Mills according to the terms as set out in the RFP including the requirement for and acceptance by a formal contract acceptable to the Corporation of the Township of Stone Mills. I also agree that this irrevocable offer shall be open to acceptance by the Corporation for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

WITNESS _____

OR

(Affix Company Seal if applicable)

SIGNED _____

NAME _____

TITLE _____

VENDOR NAME _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____