

Request for Proposals: Domestic Solar Hot Water System Available for Donation (round two; revised April 5, 2021)

1. Purpose

The Connecticut Green Bank (the “Green Bank”) invites proposals for the award of domestic solar hot water equipment, at no cost, as described below.

2. Green Bank Background

The Green Bank was established by Connecticut’s General Assembly in 2011 as a quasi-public agency. The Green Bank’s vision is to lead the green bank movement by accelerating private investment in clean energy deployment for Connecticut in order to achieve economic prosperity, create jobs, promote energy security, and address climate change. As the nation’s first green bank, the Green Bank leverages public and private funds to drive investment and accelerate clean energy deployment in Connecticut. For more information about the Green Bank, please visit www.ctgreenbank.com.

3. System Description

Solar thermal systems are a renewable water heating solution. Solar energy is collected by water flowing through roof-mounted panels and transferred via a heat exchanger to potable water in a hot water storage tank. The storage tank is equipped with a backup heating element in the event of nighttime demand or a cloudy day. The system continually monitors storage tank and collector temperatures and operates as needed to maintain the desired domestic hot water temperature.

Available equipment: Fifteen system kits are available. Each kit contains the equipment and accessories required to install a residential solar thermal hot water heating system: solar collectors, drainback tank, hot water storage tank with back-up heating element, circulation pump, and associated fittings, sensors, and controls. Two kits are sized for homes with three or fewer bedrooms, and include two solar collectors with an 80 gallon hot water storage tank. The other thirteen kits are sized for homes with four or more bedrooms, and include three solar collectors with a 120 gallon hot water storage tank.

Product information:

Manufacturer: Alternate Energy Technologies

Model 1 (2 kits): DBS-80-64

Model 2 (13 kits): DBS-120-96

This equipment is currently stored in the manufacturer's warehouse in Florida. The Green Bank will provide curbside delivery of the system to any designated location in Connecticut readily accessible by standard delivery.

4. Recipient Requirements

The recipient selected through this RFP will be responsible for providing all expenses associated with the installation and commissioning of the systems. This is expected to include the following (but there could be other expenses that the recipient might incur and be responsible for):

- Technical expertise for project design and administration of installation
- Labor for installation
- Additional materials required for complete installation of the system(s)
- Testing and monitoring of installation
- Timely installation of the system(s) per the proposal
- Ongoing maintenance of the system(s)
- Ongoing monitoring of energy key performance indicators (with access provided to the Green Bank)

The Green Bank's obligation to deliver the Systems is subject to their availability from Alternate Energy Technologies ("AET") and secure transit from AET to you. If for any reason the Systems are not available from AET or are damaged or destroyed while in transit from AET to you, Green Bank is under no obligation whatsoever to repair or procure any replacement for any or all of the Systems. Furthermore, Green Bank is not responsible in any way whatsoever for the ultimate performance of the Systems. Any deficiency in performance, even if the Systems fail to perform entirely, is a matter to be resolved between you and AET without any obligation on the part of Green Bank.

5. Proposal Process

To submit a request for the equipment donation, please complete the application form at the end of this document. Preference in award will be provided to proposal(s) that demonstrate the following:

- Benefits to persons of low and/or moderate income
- Capacity (financial and otherwise) to achieve successful installation of the equipment and the Green Bank's assessment of the proposer's ability to complete the project
- Capacity to maintain (can be subcontracted) and monitor the installed equipment
- Educational benefits of the installation and monitoring system output

Questions about this RFP may be addressed to multifamilysolar@ctgreenbank.com.

Answers to questions received will be posted at <https://ctgreenbank.com/about-us/open-rfps/>. Note that answers to questions asked during round 1 of this RFP are already available at that address.

Proposals should be submitted to multifamilysolar@ctgreenbank.com. Proposals will be accepted until all systems have been awarded.

Request for Proposals: Domestic Solar Hot Water System Available for Donation
Application Form

Please provide the following information.

Name of Applicant: _____

Type of Applicant (i.e. Not-for-Profit Development Corporation, Cooperative Association, Condominium Association, Privately Owned Property, Educational Institution, Small Business)

Contact:

Name: _____

Address: _____

Phone: _____

Email: _____

Where will the system be installed?

Property Name: _____

Property Address: _____

Building Description: _____

Purpose of Domestic Solar Installation: _____

Property Owner (if different from applicant): _____

Who will be responsible for the installation?

Company: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Qualifications: _____

Who will provide technical assistance, if required, for the installation:

Company: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Qualifications: _____

Company: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Qualifications: _____

Schedule for installation: _____

Budget:

Uses (Project Costs) _____

 Technical Assistance _____

 Installation _____

 Materials _____

 Other _____

 TOTAL _____

Sources of Funding _____

Other (Provide other information you believe will assist the reviewers)

EQUIPMENT DONATION AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of [Date] ("Effective Date"), by and between Connecticut Green Bank, a Connecticut quasi-public agency, having an address at 845 Brook St., Rocky Hill, Connecticut 06067 ("Transferor"), and [Legal Name], a [entity type], having an address at [Address] ("Transferee"), under the following circumstances:

Transferor and Transferee agree as follows:

Section 1. Transfer of Title; No Payment.

- 1.1 Transferor hereby transfers, assigns and conveys to Transferee all of Transferor's right, title and ownership interest in and to the equipment described in the attached Exhibit A (the "Equipment"). The transfer does not include or convey any license, title, or other rights in any patent, trademarks, copyrights or other intellectual property of any kind.
- 1.2 Transferor and Transferee agree that each party's performance of this Agreement constitutes consideration and that Transferee is not obligated to pay for the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability.

2.1 THE EQUIPMENT WILL BE CONVEYED TO TRANSFEEE AS IS AND WHERE IS. TRANSFEROR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE EQUIPMENT.

2.2 UNDER NO CIRCUMSTANCES WILL TRANSFEROR BE LIABLE TO TRANSFEEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EQUIPMENT.

Section 3. Nondiscrimination. For purposes of this Section 3, Contractor and Transferee shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

"Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any

person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of C.G.S. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities (the "commission") with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of C.G.S. Sections 4a-60 and 46a-56."

Conn. Gen. Stat. § 4a-60a(a):

"Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under C.G.S. Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of C.G.S. Section 4a-60a and with each regulation or relevant order issued by said commission pursuant to C.G.S. Section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of C.G.S. Sections 4a-60a and 46a-56.”

Transferee represents and warrants that, prior to entering into this Agreement, Transferee has provided Transferor with documentation evidencing Transferee's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Transferee is attached.

Section 4. Entire Agreement; Amendments. This Agreement embodies the entire agreement between Transferor and Transferee with respect to the Equipment and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut as applicable to agreements made and wholly performed in Connecticut. The exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Hartford County, Connecticut.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TRANSFEROR:

Connecticut Green Bank

By: _____

Title:

TRANSFeree:

[Legal Name]

By: _____

Title:

EXHIBIT A

EQUIPMENT SCHEDULE