

**LEGAL NOTICE
TOWN OF GUILFORD
RFP #2-1718
FINANCING OF ENERGY PERFORMANCE CONTRACT**

The Town of Guilford is seeking competitive bids for Financing of Energy Performance Contract. Sealed Proposals are due on December 14, 2017 at 2:00 p.m. at the office of the First Selectman, on the second floor of Town Hall, 31 Park Street, Guilford, CT 06437 at which time they will be opened publicly. Bids received after this date and time will be rejected. Sealed proposals should be labeled with bid number and bid title. RFP specifications may be obtained at the Office of the First Selectman or may be accessed from the Town of Guilford's website at www.ci.guilford.ct.us and the Department of Administrative Services (DAS) procurement website.

Any questions regarding the RFP may be directed, in writing only, to ryan.j.beard@jci.com with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us. The deadline for questions is by 12:00 PM EST on Monday, December 11, 2017. An addendum will be posted on the town website and DAS to address any questions.

Each respondent will be required to submit to the Office of the First Selectman, their original proposal with one (1) copy, one (1) electronic copy. Each respondent shall honor the bid price for thirty (30) business days from the date of the bid opening, without modification. Upon award of the RFP, the winning respondent shall be bound by the proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town. The Town of Guilford is an affirmative action, equal opportunity employer.

Joseph S. Mazza
First Selectman

Publish one time only in the New Haven Register under LEGAL NOTICES on December 5, 2017

REQUEST FOR PROPOSAL

Financing for an Energy Performance Contract Project

Introduction

This is a request for proposal (“RFP”) administered by Johnson Controls International (JCI) on behalf of the Town of Guilford, CT (the “Customer”).

The purpose of this RFP is to solicit financing offers from qualified financial institutions (each a “Respondent”). It is contemplated that the selected Respondent, as lessor, will enter into a tax-exempt lease purchase (“TELP”) with the Customer, as lessee, to finance the Customer’s performance contract to purchase certain Facility Improvement Measures (“FIMs”) from JCI. The RFP also contemplates the option of including Clean Renewable Energy Bonds (“CREBs”) to finance a portion of the FIMs/

Project Background

This project involves the sale and installation of FIMs, which will be installed across a portfolio of facilities controlled by the Town. The FIMs will be installed in the following buildings:

- Senior High School
- Fitness Center / Old Science Wing
- Elisabeth C. Adams Middle School
- Abraham Baldwin Middle School
- AW Cox School
- Melissa Jones Elementary
- Guilford Lakes Elementary School
- Calvin Leete School
- Central Office North
- Superintendent's Office / Major Lathrop's House
- Nathanael B. Greene Community Center
- Guilford Police Department
- Guilford Fire HQ
- Guilford Town Hall
- Guilford Free Library
- Public Works Facility
- Guilford Animal Shelter
- Town Hall South
- Youth and Family Services - Palmer House
- Guilford Social Services
- Guilford Lakes Golf Course
- Waste Transfer and Recycle Center
- Marina Office / Town Marina
- Bittner Park
- Jacobs Beach House
- Lake Quonnipaug Bath House
- Police Basketball Courts
- Guilford Town Green

Streetlights / Traffic Signals / Crosswalks

The project shall include the following Facility Improvement Measures (FIMs) across a variety of buildings as shown in Figure 1:

- Lighting - Fixture Retrofit
- Lighting – Streetlight to LEDs
- Lighting - Exterior Lighting
- Building Envelope Improvements - Weatherization
- Energy Management System - Upgrade System
- Recommission Controls / Balance System
- Heating Distribution System - Pipe and Valve Insulation
- Boiler/Burner/Furnace - Replacements
- Domestic Hot Water System - Energy Efficient DHW Installation
- Window - Replacements
- Windows - Window Film
- Building Envelope Improvements - Attic Insulation
- Air Handling Unit Upgrade - VFD on Fans
- Motors - Replacements
- Vending Machine Controllers
- Renewable Energy- Photovoltaic Electric Generation
- Cooling Tower Replacement
- Plug Load Controllers
- Unit Ventilators - Refurbishment
- Air Conditioning Compressor Controllers
- Transformers - Replacements
- Refrigeration Compressor Controllers
- Standard Refrigerator Upgrades

Figure 1:

PROPOSED MEASURES		Senior High School	Fitness Center / Old Science Wing	Elisabeth C. Adams Middle School	Abraham Baldwin Middle School	AW Cox School	Melissa Jones Elementary	Guilford Lakes Elementary School	Calvin Leele School	Central Office North	Superintendent's Office / Major Lathrop's House	Nathaniel B. Greene Community Center	Guilford Police Department	Guilford Fire HQ	Guilford Town Hall	Guilford Free Library	Public Works Facility	Guilford Animal Shelter	Town Hall South	Youth and Family Services - Palmer House	Guilford Social Services	Guilford Food Bank	Guilford Lakes Golf Course	Old Public Works Garage	Friends of the Library	Waste Transfer and Recycle Center	Shooting Range	Outdoor Education Center	Day Care Center	Marna Office / Town Marina	Billmer Park	Jacobs Beach / Childers Park	Lake Chimney Park	Long Hill Park	Mill Pond	Nhu Plains Park	Basketball Courts	Guilford Town Green	Street Lights	Traffic Signals	Crosswalk																
Lighting - Fixture Report																																																									
Lighting - Smart Lighting																																																									
Building Envelope Improvements - Weatherization																																																									
Energy Management System - Upgrade System																																																									
Recommission Controls/Boiler System																																																									
Heating Distribution System - Repair and Weatherization																																																									
Boiler Burner Function - Repairs/Controls																																																									
Domestic Hot Water System - Energy Efficient (DW) Installation																																																									
Windows - Repairs/Replacements																																																									
Windows - Window Film																																																									
Building Envelope Improvements - Abatement																																																									
Air Handling Unit - Upgrade - WFO on Fans																																																									
Miscellaneous - Repairs/Replacements																																																									
Heating Controls/Boilers																																																									
Renewable Energy - Photovoltaic Electric Generation																																																									
Cooling Tower Replacement																																																									
Pipe Leak Repairs																																																									
Unit Controls - Reliability																																																									
A/C Condensing Compressors Controls																																																									
Refrigeration Compressor Controls																																																									
Standard Refrigerator Replaces																																																									

Lease Information

1. The TELP involves a transaction between the selected Respondent, as lessor, and the Customer, as lessee. JCI is not a party to the TELP.
2. Respondents are allowed to use an escrow and paying agent if so desired.
3. Once installation commences, JCI will invoice the Customer on a monthly basis for the amount owed for the project. The Customer will direct the lessor to pay JCI from the TELP proceeds, which may be held in escrow. If such proceeds are not sufficient, due to a change order for scope expansion or other reason, the Customer is responsible for funding the additional cost. The Customer may ask the lessor to expand the credit capacity to finance the additional cost, but the lessor is not obligated to do so.
4. Subject to change due to state and local laws, to secure the transaction, the lessor will receive a first priority security interest in the FIMs and any money related to the project held in escrow. The security interest will be evidenced by a UCC-1 financing statement
5. JCI will provide a payment and performance bond for the project and will list the lessor as a dual obligee.
6. The Customer, as lessee, is responsible for all maintenance and insurance. The Customer bears all risk of loss. Lessor shall be named as an additional insured and loss payee on the lessee's insurance policy, which is subject to lessor's approval
7. Respondents shall clearly describe any prepayment rights, timing and expenses. Respondents shall clarify if the prepayment right is in whole or in part.
8. Respondents shall describe any closing costs and if they are capitalized in the lease.
9. Title to the FIMs shall transfer to the Customer upon installation.
10. The lessor shall have the right to assign the TELP if it first obtains permission from the Customer, which permission shall not be unreasonably withheld.
11. Respondents shall offer a fixed interest rate for the term of the lease. Respondents shall state the expiration date for the offered rate and an index for how the fixed rate would be calculated at closing after the initial expiration date.
12. The Customer intends that interest on the lease will be excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended. Respondents should assume that the lease will not be designated as a "qualified tax-exempt obligation" for purposes of the deduction for federal income tax purposes by certain financial institutions of a portion of interest expense allocable to tax-exempt obligations as provided under Section 265(b) of the Code (i.e., will not be "bank-qualified").
13. Respondents shall attach a table of cash flows in their responses that includes amounts financed, amortization of principal, interest due, payment amounts, payment dates and early termination values.

14. TELP payments for principal and interest shall be due annually and in advance of the savings / benefits. The first TELP payment is due on the expected commencement of the performance period. Except for the final payment, which may vary based upon the outstanding balance, the TELP payments shall be equal to: (Annual Net Benefits / 1).
15. Exhibit A provides two options for financing the project over a Twenty (20) year performance period after installation. Option 1 is full term TELP at the maximum value supported by the proposed rate and existing savings stream. Option 2 utilizes CREBs for the solar portion of the FIMs and a TELP for the remainder of the work. Respondents may provide a response for either or both options.

Scoring Criteria

Proposals will be evaluated on a 100-point basis as follows:

- Interest rate and term = 80/100 points
- Prepayment rights and expenses = 10/100 points
- Other terms and conditions of the lease = 10/100 points

Response Deadline

Please submit your response to this RFP no later than **Thursday, December 14, 2017 at 2:00 PM EST**. All responses and attachments should be sent sealed envelope mailed to:

**Board of Selectmen
Town of Guilford
31 Park Street
Guilford, CT 06437
Attention: Purchasing Department
SECOND FLOOR**

**Re: RFP #2-1718
Bid Opening Date: December 14, 2017 at 2:00 pm**

Questions

The deadline for questions is by 12:00 PM EST on Monday, December 11, 2017. An addendum will be posted on the town website and DAS to address any questions. For questions related to the RFP, related documents, project details or other pertinent issues, please contact Ryan Beard at ryan.j.beard@jci.com with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us.

Disclaimer

Johnson Controls is not a registered Municipal Advisor with the U.S. Securities and Exchange Commission, and is not acting as a municipal or financial advisor to the Customer. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. Johnson Controls is not acting as a broker, dealer, underwriter or placement agent with respect to the potential transactions discussed herein. This RFP pertains to a TELP and not the issuance of securities. JCI is issuing this RFP and collecting responses as a matter of convenience for the Customer. All responses will be provided to the Customer for their evaluation.

EXHIBIT A
Dates and Amounts for Respondents to Assume

Option 1: Maximum TELP

Dates and Amounts for Respondents to Assume

Project Price: \$9,626,355 or maximum amount rate will support
 State Energy (\$0.00)
 Office Fee:
 Grants: (\$0.00)
 Customer (\$500,000)
 Provided Capital:
 Net Amount \$9,126,355
 Financed:

Estimated 1/15/2018*
 Finance Closing
 Date:

*If possible, please provide rate lock through expected closing date. If not, provide the maximum term rate lock that is feasible.

Construction 12 months
 Term:

**Construction
 Draw Schedule:**

1/31/2018	30.00%	\$2,737,906.50
2/28/2018	7.00%	\$638,844.85
3/31/2018	8.00%	\$730,108.40
4/30/2018	10.00%	\$912,635.50
5/31/2018	11.00%	\$1,003,899.05
6/31/2018	10.00%	\$912,635.50
7/28/2018	8.00%	\$730,108.40
8/31/2018	6.00%	\$547,581.30
9/30/2018	4.00%	\$365,054.20
10/31/2018	3.00%	\$273,790.65
11/30/2018	2.00%	\$182,527.10
12/31/2018	1.00%	\$91,263.55

Start of the Performance Period: 1/1/2019

First Annual Lease Payment: 2/1/2019

Last Possible Annual Lease Payment: 2/1/2039

Performance Year	Measured Utility Savings	Non Measured Utility Savings	Gross Savings	M&V	PSA Costs	Gross Performance Period Costs	Annual Net Benefits
1	\$530,189	\$8,145	\$538,335	\$24,243	\$30,260	\$54,503	\$483,832
2	\$541,237	\$8,390	\$549,627	\$24,970	\$30,865	\$55,836	\$493,791
3	\$552,621	\$8,642	\$561,262	\$25,720	\$31,483	\$57,202	\$504,060
4	\$564,350	\$8,901	\$573,251	\$0.00	\$32,112	\$32,112	\$541,139
5	\$576,435	\$9,168	\$585,603	\$0.00	\$32,754	\$32,754	\$552,848
6	\$581,924	\$9,443	\$591,367	\$0.00	\$33,409	\$33,409	\$557,958
7	\$594,541	\$9,726	\$604,267	\$0.00	\$34,078	\$34,078	\$570,190
8	\$607,537	\$10,018	\$617,555	\$0.00	\$34,759	\$34,759	\$582,796
9	\$620,924	\$10,318	\$631,243	\$0.00	\$35,454	\$35,454	\$595,788
10	\$634,712	\$10,628	\$645,340	\$0.00	\$36,164	\$36,164	\$609,177
11	\$648,913	\$10,947	\$659,860	\$0.00	\$36,887	\$36,887	\$622,973
12	\$663,538	\$11,275	\$674,813	\$0.00	\$37,625	\$37,625	\$637,188
13	\$678,598	\$11,614	\$690,212	\$0.00	\$38,377	\$38,377	\$651,835
14	\$694,108	\$11,962	\$706,070	\$0.00	\$39,145	\$39,145	\$666,925
15	\$710,078	\$12,321	\$722,399	\$0.00	\$39,927	\$39,927	\$682,471
16	\$688,657	\$12,690	\$701,348	\$0.00	\$40,726	\$40,726	\$660,622
17	\$705,854	\$13,071	\$718,925	\$0.00	\$41,540	\$41,540	\$677,385
18	\$723,550	\$13,463	\$737,013	\$0.00	\$42,371	\$42,371	\$694,642
19	\$741,759	\$13,867	\$755,626	\$0.00	\$43,219	\$43,219	\$712,408
20	\$760,496	\$14,283	\$774,779	\$0.00	\$44,083	\$44,083	\$730,696

Option 2: CREB'S & TELP

Dates and Amounts for Respondents to Assume

CREB Portion

Project Price: \$3,690,214
State Energy (\$0.00)
Office Fee:
Grants: (\$0.00)
Customer (\$0.00)
Provided Capital:
Net Amount \$3,690,214
Financed:

Estimated 1/15/2018*
Finance Closing
Date:

*If possible, please provide rate lock through expected closing date. If not, provide the maximum term rate lock that is feasible.

Construction 12 months

Term:

**Construction
Draw Schedule:**

1/31/2018	30.00%	\$	1,107,064
2/28/2018	7.00%	\$	258,315
3/31/2018	8.00%	\$	295,217
4/30/2018	10.00%	\$	369,021
5/31/2018	11.00%	\$	405,924
6/31/2018	10.00%	\$	369,021
7/28/2018	8.00%	\$	295,217
8/31/2018	6.00%	\$	221,413
9/30/2018	4.00%	\$	147,609
10/31/2018	3.00%	\$	110,706
11/30/2018	2.00%	\$	73,804
12/31/2018	1.00%	\$	36,902

Start of the Performance Period: 1/1/2019

First Annual Lease Payment: 2/1/2019

Last Possible Annual Lease Payment: 2/1/2039

Performance Year	Measured Utility Savings	Non Measured Utility Savings	Gross Savings	M&V	PSA Costs	Gross Performance Period Costs	Annual Net Benefits
1	\$240,657	\$0	\$240,657	\$8,733	\$0	\$8,733	\$231,924
2	\$243,018	\$0	\$243,018	\$8,995	\$0	\$8,995	\$234,023
3	\$245,455	\$0	\$245,455	\$9,265	\$0	\$9,265	\$236,190
4	\$247,970	\$0	\$247,970	\$0.00	\$0	\$0	\$247,970
5	\$250,563	\$0	\$250,563	\$0.00	\$0	\$0	\$250,563
6	\$253,237	\$0	\$253,237	\$0.00	\$0	\$0	\$253,237
7	\$255,993	\$0	\$255,993	\$0.00	\$0	\$0	\$255,993
8	\$258,833	\$0	\$258,833	\$0.00	\$0	\$0	\$258,833
9	\$261,758	\$0	\$261,758	\$0.00	\$0	\$0	\$261,758
10	\$264,771	\$0	\$264,771	\$0.00	\$0	\$0	\$264,771
11	\$267,874	\$0	\$267,874	\$0.00	\$0	\$0	\$267,874
12	\$271,067	\$0	\$271,067	\$0.00	\$0	\$0	\$271,067
13	\$274,354	\$0	\$274,354	\$0.00	\$0	\$0	\$274,354
14	\$277,736	\$0	\$277,736	\$0.00	\$0	\$0	\$277,736
15	\$281,215	\$0	\$281,215	\$0.00	\$0	\$0	\$281,215
16	\$246,929	\$0	\$246,929	\$0.00	\$0	\$0	\$246,929
17	\$250,874	\$0	\$250,874	\$0.00	\$0	\$0	\$250,874
18	\$254,920	\$0	\$254,920	\$0.00	\$0	\$0	\$254,920
19	\$259,070	\$0	\$259,070	\$0.00	\$0	\$0	\$259,070
20	\$263,327	\$0	\$263,327	\$0.00	\$0	\$0	\$263,327

TELP Portion

Project Price: \$5,986,142
State Energy (\$0.00)
Office Fee:
Grants: (\$0.00)
Customer (\$500,000)
Provided Capital:
Net Amount \$5,486,142
Financed:

Estimated 1/15/2018*
Finance Closing
Date:

*If possible, please provide rate lock through expected closing date. If not, provide the maximum term rate lock that is feasible.

Construction 12 months
Term:

**Construction
Draw Schedule:**

1/31/2018	30.00%	\$ 1,795,842
2/28/2018	7.00%	\$ 419,030
3/31/2018	8.00%	\$ 478,891
4/30/2018	10.00%	\$ 598,614
5/31/2018	11.00%	\$ 658,476
6/31/2018	10.00%	\$ 598,614
7/28/2018	8.00%	\$ 478,891
8/31/2018	6.00%	\$ 359,168
9/30/2018	4.00%	\$ 239,446
10/31/2018	3.00%	\$ 179,584
11/30/2018	2.00%	\$ 119,723
12/31/2018	1.00%	\$ 59,861

**Start of the Performance
Period:** 1/1/2019

**First Annual Lease
Payment:** 2/1/2019

**Last Possible Annual
Lease Payment:** 2/1/2039

Performance Year	Measured Utility Savings	Non Measured Utility Savings	Gross Savings	M&V	PSA Costs	Gross Performance Period Costs	Annual Net Benefits
1	\$289,533	\$8,145	\$297,678	\$15,510	\$30,260	\$45,770	\$251,908
2	\$298,219	\$8,390	\$306,609	\$15,975	\$30,865	\$46,841	\$259,768
3	\$307,165	\$8,642	\$315,807	\$16,454	\$31,483	\$47,937	\$267,870
4	\$316,380	\$8,901	\$325,281	\$0.00	\$32,112	\$32,112	\$293,169
5	\$325,872	\$9,168	\$335,039	\$0.00	\$32,754	\$32,754	\$302,285
6	\$328,688	\$9,443	\$338,130	\$0.00	\$33,409	\$33,409	\$304,721
7	\$338,548	\$9,726	\$348,274	\$0.00	\$34,078	\$34,078	\$314,197
8	\$348,705	\$10,018	\$358,723	\$0.00	\$34,759	\$34,759	\$323,963
9	\$359,166	\$10,318	\$369,484	\$0.00	\$35,454	\$35,454	\$334,030
10	\$369,941	\$10,628	\$380,569	\$0.00	\$36,164	\$36,164	\$344,405
11	\$381,039	\$10,947	\$391,986	\$0.00	\$36,887	\$36,887	\$355,099
12	\$392,470	\$11,275	\$403,745	\$0.00	\$37,625	\$37,625	\$366,121
13	\$404,244	\$11,614	\$415,858	\$0.00	\$38,377	\$38,377	\$377,481
14	\$416,372	\$11,962	\$428,333	\$0.00	\$39,145	\$39,145	\$389,189
15	\$428,863	\$12,321	\$441,183	\$0.00	\$39,927	\$39,927	\$401,256
16	\$441,729	\$12,690	\$454,419	\$0.00	\$40,726	\$40,726	\$413,693
17	\$454,980	\$13,071	\$468,052	\$0.00	\$41,540	\$41,540	\$426,511
18	\$468,630	\$13,463	\$482,093	\$0.00	\$42,371	\$42,371	\$439,722
19	\$482,689	\$13,867	\$496,556	\$0.00	\$43,219	\$43,219	\$453,337
20	\$497,169	\$14,283	\$511,453	\$0.00	\$44,083	\$44,083	\$467,369

NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENT

FOR RFP #2-1718

The undersigned respondent, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the proposal has been arrived at by the respondent independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the proposal have not been communicated by the respondent and its employees or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____

this _____ day of _____, 20_____.

_____ My Commission Expires _____

Notary Public

Date

AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR RFP #2-1718

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
 have an Affirmative Action Program, or
 employ 10 people or fewer

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____
this _____ day of _____, 20____.

Notary Public

My Commission Expires _____
Date

PROPOSAL FORM

**Board of Selectmen
Town of Guilford
31 Park Street
Guilford, CT 06437**

**Attention: Purchasing Department
SECOND FLOOR**

**Re: RFP #2-1718
Bid Opening Date: December 14, 2017 at 2:00 pm**

BIDDER

Company Name: _____
Address: _____

Telephone: _____ Fax: _____
E-mail: _____
Contact Person: _____ Title: _____

To the Board of Selectmen:

We submit for your consideration our proposal for the above referenced RFP. We have read the RFP documents and are submitting our proposal in full compliance with all terms and conditions except as noted below under "Exceptions." *We acknowledge receipt of all addendums to the RFP documents and assume full responsibility to access those addendums from the Town website and/or DAS website, as applicable.*

We agree to finance the work described in the RFP within the time period set forth in the RFP based on the contents of our term sheet attached to this Proposal Form.

Exceptions: _____

The undersigned authorized representative hereby submits the above Proposal to the Town of Guilford.

Name of Entity: _____

By _____

Print Name and Title: _____

Duly authorized