



## **Town of Stafford**

### **REQUEST FOR PROPOSALS (RFP)**

#### **RFP NO. 19-101**

The Town of Stafford is accepting Proposals on the following:

**Stafford Solar  
Operations & Maintenance Agreement  
1 Main Street  
Stafford Springs, CT**

All proposals must be made in accordance with Stafford bidding ordinance 11-5 supplied by:

The Town of Stafford  
First Selectman's Office  
Town Hall, 1 Main Street  
Stafford Springs, CT 06076  
<http://www.staffordct.org>

All proposals must be received by the **Proposal Due Date of: 12-19-2019**

**TOWN OF STAFFORD, CONNECTICUT  
REQUEST FOR PROPOSALS**

**Stafford Solar  
Operations & Maintenance Agreement**

**RFP 19-101**

**Request for Proposal packets will be available on November 5, 2019** and may be obtained online at <http://www.staffordct.org> or hardcopies may be obtained in person, by calling The Town of Stafford Facilities Department at 860-684-1789, 1 Main Street, Stafford Springs, CT 06076 during regular business hours: 8:00am - 4:30pm Monday thru Thursday.

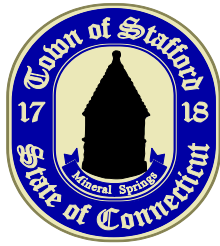
A **Mandatory** pre-proposal meeting will be held at the Stafford Town Hall, 1 Main Street, Stafford Springs, CT on November 19, 2019 at 9:00am in the Veterans Meeting Room, First Floor, followed by a site tour of the facilities.

**Request for Proposals are due on December 19, 2019 at the Office of the First Selectman, Town of Stafford Town Hall, 1 Main Street, Stafford Springs, CT 06076 by 3:30pm.**

The Town of Stafford reserves the right to amend or terminate this Request for Proposal; accept all or any part of a proposal; reject all proposals; waive any informalities or non-material deficiencies in a proposal; and award the proposal to the firm which in the opinion of the Town presents the best value to the community in terms of experience, cost and ability to complete the tasks in a timely fashion.

The Town of Stafford is an Equal Opportunity/Affirmative Action.

Dated this 5<sup>th</sup> day of November, 2019  
Town of Stafford



**TOWN OF STAFFORD  
INVITATION TO BID**

**PROJECT TITLE:**

Stafford Solar Operations & Maintenance Agreement RFP 19-101

**PROPOSAL DUE DATE:**

**December 19, 2019**

All proposals should be sealed with the project title and RFP number clearly written on the front. They are to be delivered to the Office of the First Selectman no later than 3:30pm.

**ESTIMATED TIME PERIOD OF CONTRACT:**

Minimum of Five (5) years. The Town reserves the right to extend the contract.

**CONSULTANT ELIGIBILITY:**

This procurement is open to those companies that satisfy the minimum qualifications stated herein and that are available for work in the State of Connecticut.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction and Background
2. Scope of Work
3. Submission Requirements
4. Contract Considerations
5. Award of Contract
6. RFP Attachments

## 1. INTRODUCTION

### 1.1 PURPOSE AND BACKGROUND

The Town of Stafford is initiating this Request for Proposals (RFP) to provide the Solar Operations & Maintenance Contract for the Town of Stafford

The Town intends to award one contract to provide the services described in this RFP. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### 1.2 MINIMUM QUALIFICATIONS

Minimum qualifications of contractors include:

- Licensed to do business in the State of Connecticut
- Three years minimum experience in solar and operations & maintenance contracting. Solar construction background preferred.

## 2. SCOPE OF WORK

### 2.1 OBJECTIVES AND SCOPE OF WORK

- As per plans and specifications, see attached (Appendix A)

### 2.2 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about **April 1, 2020** and to end on or about **March 31, 2025**.

Amendments extending the period of performance, if any, shall be at the sole discretion of the Town of Stafford.

The Town of Stafford also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. The Town of Stafford reserves the right to extend the contract.

### 2.3 PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program.

<b>Mandatory walk thru</b>	<b>November 19, 2019</b>
<b>Proposals due</b>	<b>December 19, 2019</b>
<b>Recommendation for award</b>	<b>January 7, 2020</b>
<b>Contract finalized</b>	<b>February 1, 2020</b>

## 3. SUBMISSION REQUIREMENTS

### 3.1 ONE-TIME SITE VISIT

A **mandatory** pre-proposal meeting will be held at the Stafford Town Hall, 1 Main Street, Stafford Springs, CT on November 19, 2019 at 9:00am in the Veterans Meeting Room, First Floor. A site tours will follow directly after and be held at various solar locations (see Appendix **B**).

### 3.2 BID FORM

The Contractor shall submit pricing using the attached Bid Sheet (See Appendix **C**).

### **3.3 SUBMISSION DUE DATE**

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Town of Stafford and will not be returned. Unless otherwise noted within a proposal, proposals received in response to this document are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the Town and the firm submitting the proposal. The envelope should be sealed with the project title and RFP number clearly written on the front and put to the attention of the Office of the First Selectman. Proposals may not be submitted using facsimile or email transmission.

### **3.4 MOST FAVORABLE TERMS**

The Town of Stafford reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. The Town of Stafford reserves the right to contact a Consultant for clarification of the proposal.

### **3.5 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the Town of Stafford to contract for services specified herein.

### **3.6 REJECTION OF PROPOSALS**

The Town of Stafford reserves the right, at its sole discretion, to reject any and all proposals received without penalty and will not be required to issue a contract as a result of this RFP.

Whenever it is deemed to be in the best interest of the Town, the First Selectman or designated representative shall waive informalities in any and all bids.

### **3.7 ELECTRICAL MAINTENANCE**

If electrical maintenance is subcontracted, names of such subcontractor(s) shall be provided to the town's point of contact as listed in section 5.3.

### **3.8 REFERENCES**

The proposal shall include the following:

- Number and size of projects for which respondent provides O&M services in the US and in Connecticut.
- Length of time respondent has been providing O&M services
- Location of office that would be monitoring Stafford's Sites
- Locations of trucks available for dispatch
- Names of any sub-contractors with whom respondent will contract in order to cover Stafford's sites.

## **4. CONTRACT CONSIDERATIONS**

### **4.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION**

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act.

## **4.2 INDEMNIFICATION**

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Stafford, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Stafford or its officers, agents or employees. The Town, as a sovereign government, cannot indemnify businesses or individuals.

## **4.3 INSURANCE COVERAGE**

The Contractor is to furnish the Town of Stafford with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain, keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate(s) of Insurance that insurance shall be provided and a copy shall be forwarded to the Town of Stafford within fifteen (15) days of the contract effective date.

- 1) General liability insurance policy with limits of at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. General liability coverage shall be written on ISO occurrence from CG 00 01, or a substitute form providing equivalent coverage. General Liability must also include contractual liability. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 2) Commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Commercial auto coverage shall be written on ISO form CA 00 01 1990 or later edition, or a substitute form providing equivalent coverage.
- 3) Connecticut Workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
- 4) Commercial Umbrella liability policy in excess if those limits described above. Such policy shall contain limits of liability in the amount of \$4,000,000 each occurrence and \$4,000,000 in the aggregate.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

**Additional Insured:** The Town of Stafford, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Town of Stafford.

**Cancellation:** The Town of Stafford shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following specifications. The insurer shall give the Town 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Town shall be given 10 days advance notice of cancellation.

**Identification:** Policy must reference the Town's contract number and the agency name.

**Insurance Carrier Rating:** All insurance & bonds are to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Stafford.

**Excess Coverage:** By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Town in this contract.

#### **4.4 TERMINATION**

- Either party may terminate this agreement with one hundred twenty (120) days written notice.
- Upon the expiration, termination or cancellation of this agreement operator should leave the system in good repair and working order and operating in accordance with all applicable laws, permits and authorizations, normal wear and tear accepted.

### **5. AWARD OF CONTRACT**

#### **5.1 NOTIFICATION TO PROPOSERS**

The Town of Stafford will notify the Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail if such information is provided with bid proposals.

#### **5.2 BILLING PROCEDURES AND PAYMENT**

The Town of Stafford will pay the Operator for services performed under this agreement, on an annual basis equal to the applicable amount set forth in Attachment B of this contract. The Annual Fee is payable on the first business day of each Contract year.

Other than Annual Fee's, invoices shall be billed on an individual basis with supporting documentation.

#### **5.3 CONTRACT MANAGEMENT**

- The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- Any changes to individuals identified below shall be provided to the other party's point of contact within five (5) business days.

Contractor's Contract Manager	Town of Stafford Contract Manager
<p><u>Contract Manager's Name:</u></p> <p><u>Contractor:</u></p> <p><u>Contractor's Address:</u></p> <p>Phone : (     )     )</p> <p>Fax: (     )     )</p> <p>Email address:</p>	<p>Bruce Davis  Facilities Supervisor  1 Main Street  Stafford Springs, CT 06076</p> <p>Phone: (860) 684-1789  Cell: (860) 878-0735  Fax: (860) 684-1785  Email address: <i>davisb@staffordct.org</i></p>

**5.4 APPROVAL**

This contract shall be subject to the written approval of the Town's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**GENERAL CONSTRUCTION SPECIFICATIONS:**

**Permits:** All permits, licenses and fees required for the performance of the contract work shall be secured and paid for by the Contractor. The local building permit fees will be waived. However, the Contractor will be responsible for the State Educational Fee of 26 cents per one thousand dollars and a Ten dollar software fee.

**Workmanship:** The entire work described herein shall be completed in accordance with the plans and specifications to the full extent and meaning of the same. Unless otherwise specified all materials incorporated in the permanent work shall be new and of good quality.

**Property Access:** The Contractor shall take all proper precautions to protect personnel from injury or unnecessary interference and provide proper means of access to abutting property where the existing access is cut off by the contractor.

**Disposal of Materials:** The Contractor shall dispose of all materials in compliance with state and local regulations.

**Disposal of Hazardous Materials:** The Contractor shall dispose of all hazardous materials in compliance with state and local regulations.



THIS CONTRACT, consisting of \_\_\_\_\_ pages and \_\_\_\_\_ attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

**Contractor**

**Town of Stafford**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date