

**TOWN OF CROMWELL POLICE DEPARTMENT
CROMWELL, CONNECTICUT
REQUEST FOR QUALIFICATIONS & REQUEST FOR PROPOSALS
FOR DESIGN AND INSTALLATION OF SOLAR PHOTOVOLTAIC SYSTEMS**

The Town of Cromwell is soliciting proposals from qualified solar providers that are capable of designing and implementing photovoltaic carport and walkway systems under a Power Purchase Agreement (PPA) at the Police Department.

Responses to this RFQ/RFP will be used to assist the Town of Cromwell in the evaluation and selection of an experienced solar installer capable of engineering, financing, constructing, and maintaining solar energy systems.

Scope of Services:

The solar provider will design, permit and install a ten (10) bay solar carport and covered walkway at the Cromwell Police Department as shown on the concept plan.

The Town of Cromwell anticipates the solar projects proposed by the selected firm will include the leveraging of municipal assets, energy consumption needs of selected buildings and State or Federal solar tax credits and any and all other potential funding sources. In addition, the Town of Cromwell anticipates purchasing the solar energy generated from the solar systems at a price as specified in a power purchase agreement between the successful vendor and the Town of Cromwell.

Minimum Qualifications:

Candidates must have been involved in solar projects for a minimum of 3 years. Must show evidence of prior roof or ground mounted photo voltaic systems. Must show familiarity with renewable energy credits, especially the State ZREC program (if currently available) and evidence of a track record in solar installation. Local Connecticut presence and relationships with CT municipalities are preferred. Experience in performance contracting required.

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request for RFQ/RFP is not a contract offer.

RFQ/RFP Submittals:

Interested providers who wish to be considered for this work shall submit 3 separately sealed envelopes, each containing 5 (five) sets, the first envelope containing and labeled, RFQ. The second envelope containing and labeled, RFP's, and the third envelope to contain and labeled, Fee to Louis Spina no later than 2:00 p.m. Monday, December 5, 2016. The Town of Cromwell reserves the right to award in part, to reject any and all submittals in whole or in part, or waive technical defects, irregularities, and omissions if, in its judgment, the best interest of the Town of Cromwell will be served. RFQ/RFP's will not be accepted by electronic mail or facsimile. RFQ/RFP's must be hand delivered or mailed to:

Department of Public Works
Louis Spina
41 West Street
Cromwell, CT 06416

Questions: Respondents with questions regarding the submission requirements may do so in writing to Lou Spina: lspina@cromwellct.com.

To be considered, all RFQ responses MUST include all of the following:

- a. Cover letter addressed to Louis Spina, signed by an individual authorized to enter into a service contract with the Town of Cromwell on behalf of the developer.
- b. A Non Collusive Statement
- c. Organizational chart
- d. Professional resumes of key personnel
- e. Location of nearest office and number of employees availability of key personnel for the work proposed
- f. Description of your similar carport project installed to date
- g. Description of your experience in developing turn-key, fully managed solar photovoltaic solutions
- h. Description of benefits to the Town for hosting a solar PV system
- i. List of five (5) references, At least two (2) from CT
- j. Description of the consequences of a failure in the project or the bankruptcy or sale of the Company

Providers responding to this RFQ/RFP should be of adequate size and sufficiently staffed to perform the work described above. The company will be reviewed and a Short List will be selected based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, and knowledge of Federal, State and Municipal procedures, appropriately weighted in descending order of importance. Upon completion of the RFQ process, the RFP's from the Short List companies will be opened and then evaluated. The companies that have submitted RFP's that meet the best interest of the Town will open the Fee packets. The selected RFQ/RFP's will be evaluated and reviewed.

Addendums: Addendum(s) to the RFQ/RFP may be issued by the Town of Cromwell. It is the respondent's responsibility to check to see if RFQ/RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be returned unopened.

Exceptions to RFQ/RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFQ/RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Qualifications & Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual/firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

Prevailing Wage: This project is a prevailing wage project by the State of Connecticut, Department of Labor. The wages paid on this project shall be as shown on the State of Connecticut, Department of Labor "Prevailing Wage Rates."

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for (60) days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposals prior to this RFQ/RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the RFQ/RFP or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct

is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, selected respondent shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFQ/RFP.

Commercial General Liability Insurance: Selected respondent shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits. Such coverage shall also include coverage for operations, completed operations, products and contractual liability insurance. Such policy shall name The Town of Cromwell as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town.

Commercial Automobile Insurance : Selected respondent shall provide 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. Such coverage shall also include hired and non-owned automobile coverage. In addition, such coverage shall include the loading and unloading of clients into and from the respondent's vehicles.

Errors & Omissions Liability Insurance: Selected respondent shall provide Errors & Omissions liability insurance covering the respondent and the Town of Cromwell against loss for financial damages resulting from legal expenses and costs the Town may incur by fines, and penalties assessed against the Town, through administrative or judicial proceedings caused by errors or omission in the billing by the Respondent in the amount of (\$1,000,000) each wrongful act and (\$1,000,000) in the aggregate.

Proof of Insurance: Selected respondent shall provide the Town with a certificate verifying such coverage before commencing services under this RFQ/RFP. Such policy shall require thirty (30) days' notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Defense and Indemnification: Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damages, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on

the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town, who has a pecuniary interest in this request for proposal, neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFQ/RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFQ/RFP. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest posit

Dated at Cromwell, CT this 7th day of November, 2016
Louis Spina
Director of Public Works

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. She/he is _____ of _____, the COMPANY that has submitted the attached proposal:
2. She/he is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal:
3. Such price is genuine and is not a collusive or sham proposal;
4. Neither the said COMPANY nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other company, firm or person to submit a collusive or sham proposal in connections with the CONTRACT for which the attached proposal has been submitted or to refrain from proposing in connections with such CONTRACT, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other COMPANY, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Cromwell, or any person interested in the proposed CONTRACT; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the COMPANY or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____ My commission expires _____.

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION AFFIDAVIT

Each COMPANY with ten (10) or more employees shall complete the Certification of Company which is included as part of these specifications. COMPANIES with less than ten (10) employees should indicate this on the Certification and return it with their RFP.

A signature on the form certifies that the COMPANY is declaring that it does not discriminate on the basis of race, color, sex, national origin, age, disability, etc.

TOWN OF CROMWELL, CERTIFICATION OF COMPANY

Concerning Equal Employment Opportunities and/or Affirmative Action Policy:

The COMPANY certifies that:

- 1) It is in compliance with the equal opportunity clause as set forth in the Connecticut State Law.
- 2) It does not maintain segregated facilities.
- 3) It has filed required employer's information reports.
- 4) It lists job openings with Federal and State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

_____ Yes, the COMPANY certifies to having an Affirmative Action Program.

_____ Not applicable, The COMPANY employs 10 or less people.

Company Name

Signature

Print Name & Title

Date

Subscribed and sworn to before me this _____ day of _____, _____.

_____ My commission expires _____

