

BOROUGH OF NAUGATUCK REQUEST FOR PROPOSALS

School Solar Rooftop Systems

Scope: The Borough is looking to resume a previous solar rooftop analysis begun last year on two elementary schools. Both schools have had their roofs replaced within the past 6 years and have been previously assessed for their practicality of solar usage.

Funding: This project when previously proposed last year was to be funded under a ZREC project, the Borough is again looking to take advantage of such a program, if possible. Please advise any steps necessary by the Borough to facilitate the process.

Qualifications: the Bidder shall list their qualifications

History: The Borough previously had these two school assessed and received proposals and submitted to the Proposing vendor ZREC certificates on these two schools in 2017, however, the vendor, Kingspan, shortly thereafter withdrew from the marketplace and ceased operations. The documentation enclosed, includes the previous proposals and analysis, Current electric usage for the schools and copies of last year's ZREC Certifications, the status of which we were never informed of.

Insurance

Before a purchase order can be issued and work may be performed on Borough property, the following insurance criteria must be met.

The Bidder shall purchase from and maintain, for the life of this contract and any supplements thereto, in a company or companies with an A.M. Best rating of A- (VII) or better the following minimum insurance coverage.

- A. Workers Compensation:
Provide 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.

- B. Commercial General Liability Insurance:
Provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be 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 \$1,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$1,000,000.

- The policy shall name the Borough of Naugatuck as an additional insured.
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance, deductible or self-insured retention carried by the Borough of Naugatuck.

C. Commercial Automobile Insurance:

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 \$1,000,000 of uninsured & underinsured motorists and \$1,000,000 of hired and non-owned automobile coverage.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Borough of Naugatuck with currently executed certificates of insurance prior to execution of the contract describing the coverage and providing that the insurer shall give the Borough of Naugatuck written notice at least sixty (60) days in advance of any termination of coverage.

Independent Contractor. All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of the Borough of Naugatuck, and neither the Contractor nor its employees shall be entitled to any benefits to which employees of the Borough of Naugatuck are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply

60 - 1.4 - Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include,

but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Borough. Fees for Borough permits on Borough property are normally waived.

Please direct any and all questions to: Robert Butler

Borough of Naugatuck Controller

229 Church Street, Naugatuck, CT 06770

rbutler@naugatuck-ct.gov

Tel: (203) 714-6328

Bids must be held firm for ninety (90) days beyond the bid opening date, or until ZREC awards are announced, whichever is later.

The successful bidder must file a one hundred percent (100%) Performance Bond, and a Certificate of Insurance with the Borough within ten (10) days of notice of bid award.

The Bidder shall submit one (1) written copy of their proposal when due and a copy in an electronic format, such that the Borough may copy and distribute it electronically within the Borough to its evaluating committee.. The Bidder shall include three (3) references for the work to be performed with email and phone contact information and a short company history and description of previous work performed. Bidder shall also supply copies of any licenses required to perform the work requested and a synopsis of the proposing company's qualifications. Bidders will coordinate any requested school visits prior to bid submission through Robert Butler.

Please structure your response to bid the schools individually, and together as a single project to afford the Borough flexibility.

SECTION B

PROPOSAL

School Solar Rooftop Systems

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. Which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck. The Borough however will consider any alternative proposals submitted.

Company Name: _____

Street Address: _____

Town/City: _____

Telephone: _____

Email Address _____

Name _____

Signature _____ **Date** _____

SECTION C

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:
