

REQUEST FOR PROPOSAL

Sauk County Emergency Management, Buildings & Safety

Solar & Energy Efficiency Evaluation

Wednesday September 16th, 2015

- I. Point of contact: Tim Stieve
Sauk County Courthouse
510 Broadway
Baraboo, Wisconsin 53913
(608) 355-3200
- II. Proposal Due Date: Proposals must be received and date stamped no later than 2:00 p.m., Central Standard Time, Thursday, October 8th, 2015. Faxes, email or electronic submissions are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. Public Opening of Proposals will be conducted at the Sauk County Courthouse – EMBS Meeting Room at 2:15 p.m., Thursday, October 8th, 2015 at 510 Broadway, Baraboo, Wisconsin 53913.

III. **ALL PROPOSALS MUST BE ADDRESSED TO:**

**Sauk County Clerk
Sauk County West Square Building
505 Broadway
Baraboo, Wisconsin 53913**

The words "**SOLAR**" must be marked on the sealed envelope.

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

1.1 This document constitutes a request for, sealed Proposals from qualified vendors to provide a plan by which Sauk County could develop a multi-site photovoltaic solar system as identified within the attached Investment Grade Energy Audit completed by E3 Coalition and dated August 23rd, 2015 and attached to this Request for Proposal.

2.0 ORGANIZATION

2.1 This document, referred to as a Request for Proposals (RFP), has been divided into the following parts for the convenience of the contractor:

- Part One - Introduction and General Information
- Part Two - Scope of work
- Part Three - General Requirement - Standard Terms & Conditions
- Part Four - Evaluation Information
- Part Five - Pricing & Information

3.0 DEFINITIONS

3.1 For the purpose of this RFP the Vendor will be referred to as Vendor and Sauk County will be referred to as County.

4.0 BACKGROUND INFORMATION

4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. County operations currently include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions.

5.0 TENTATIVE SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Request for Proposal released	September 16 th , 2015	
Proposals Due	October 8 th , 2015	2:00 p.m.
Proposals opened	October 8 th , 2015	2:15 p.m.
Approve resolution approving contract	October 12 th , 2015	3:30 p.m.
County Board Approval (If required)	October 20 th , 2015	6:00 p.m.

6.0 AMENDMENTS AND QUESTIONS:

- 6.1 Sauk County reserves the right to modify this RFP prior to the Proposal due date.
- 6.2 If Amendments are of such a nature as to require substantive changes in the scope of work or Proposal price, the Proposal due date may be postponed by such a time that will enable vendor to revise their Proposals. In such case, the Amendment will include an announcement of the new Proposal due date.
- 6.3 Interpretations or clarifications in response to questions received prior to the Proposal due date may be issued by Addenda to all parties recorded as having received this RFP, if considered necessary by the County.
- 6.4 Only formal written responses to questions issued by letter or addenda are binding. Oral and other interpretations or clarifications are not binding.

7.0 CONTRACT

- 7.1 Sauk County intends to award one contract for all work described in this Request for Proposal.
- 7.2 Contract type shall be a single fixed-priced (lump sum) contract. Lump sum should include any necessary reimbursables.

8.0 CONTACT INFORMATION

- 8.1 Each vendor obtaining a copy of this Request for Proposal/Bid either in person, via the Sauk County Web Site, or by other means, must submit an email to tstieve@co.sauk.wi.us that contains the Vendor name & contact information. This will assure that any Addenda, questions/answers or other information related to this Request for Proposal/Bid is received by all interested bidders. If this information is not submitted five (5) business days prior to the Due Date of this Proposal/Bid, the County retains the right to reject the bid solely for this reason or accept the bid.

PART TWO

SCOPE OF WORK

1.0 OVERVIEW

Sauk County is looking for vendors who could develop a plan to develop a multi-site photovoltaic solar system as identified within the attached Investment Grade Energy Audit completed by E3 Coalition and dated August 23rd, 2015.

2.0 SCOPE OF WORK

- 1) Complete a review of the Investment Grade Energy Audit attached.
- 2) Based on the information contained within the Investment Grade Energy Audit, as well as the vendor's experience and knowledge, develop a plan that the vendor is prepared to execute for the appropriate size of the multi-site photovoltaic system including the sites to be utilized, specifically, the Law Enforcement Center, Health Care Center, and Highway Department, the method of implementation and performance of the photovoltaic system.
- 3) Provide a funding plan for the multi-site system to include:
 - a) County owned and financed
 - b) 3rd party ownership model
 - c) Any other model that would be most advantageous to Sauk County.

This funding plan must include disclosure sufficient, as determined by the County, for the County to ascertain that the proposed model is viable and in the best interest of Sauk County. This will include an explanation of how the vendor will finance the project and earn a rate of return that is commercially reasonable.

- 4) Review the energy efficiency projects identified within that Investment Grade Energy that would, based on the vendors knowledge and experience, be appropriate to pursue. As part of this develop an plan on how these projects will be incorporated/completed to include a funding plan to include:
 - a) County Owned and financed
 - b) 3rd party ownership model
 - c) Any combination of the above or alternatives that would be most advantageous to Sauk County.
- 5) Vendor will be responsible for all engineering costs for any and all portions of this proposal, to include, but not limited to, structural engineering for roofs where needed.
- 6) Vendor will be responsible to work with the power companies that presently provide power to the county to assure that these systems are acceptable to those companies.
- 7) Vendor will be responsible for writing all bidding and constructions documents and will oversee all solar installations.
- 8) Vendor will be required to assure that all construction meets the State of Wisconsin statutes and regulations regarding bidding public work where applicable as well as compliance with County Financial Policies.

9) It is understood that the legality of certain energy generating models can be subject to differing interpretations by the regulatory authorities including the Wisconsin Public Service Commission. Some utilities have threatened litigation or challenged the installation of certain solar installations in Wisconsin and other states. The vendor is responsible for identifying the legalities of any proposal and to disclose the potential for challenges under the current regulatory framework. Where the proposal is for a simple lease of County facilities for the purpose of generating powers, the vendor will be responsible for the defense and indemnification of Sauk County where an installation is challenged or subsequently found to be unlawful.

3.0 PROPOSAL

This Request for Proposal in its entirety shall be returned with signatures as noted along with all other requested information. Failure to do so will be cause to reject the bid.

PART THREE
GENERAL REQUIREMENTS

STANDARD TERMS AND CONDITIONS (REQUESTS FOR PROPOSAL)

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. Sauk County shall be the sole judge or equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the contractor's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractors shall be held liable.
- 3.0 ACCEPTANCE-REJECTION: Sauk County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of Sauk County.
 - 3.1 Proposals MUST be date stamped by the County Clerk, on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the Administrator.
 - 3.2 Proposals shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope "**SOLAR.**"
- 4.0 TAXES: Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which is excepted by State Statutes.
- 5.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 6.0 APPLICABLE LAW: The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat. § 59.52(29) do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
- 7.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Sauk County.

- 8.0 SUBCONTRACTORS: If subcontractors are planned to be used, this should be clearly explained in the proposal. Sauk County reserves the right to reject any subcontractor. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.
- 9.0 ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.
- 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.
- 9.2 Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions shall apply.
- 10.0 NONDISCRIMINATION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision 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.
- 10.1 Failure to comply with the conditions of this clause may result in the contractor becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 11.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 12.0 HOLD HARMLESS: Contractor agrees to indemnify, hold harmless, and defend Sauk County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.
- 13.0 INSURANCE RESPONSIBILITY: The contractor performing services for Sauk County shall comply with the insurance requirements contained herein.
- 13.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Contractor is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
- 13.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

- 14.0 CANCELLATION: Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the contractor to comply with the terms, conditions, and specifications of this contract.
- 15.0 AUDIT: During the term of the contract, the contractor shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
- 16.0 INDEPENDENT CONTRACTOR STATUS: None of the officers, employees, or agents of the contractor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 17.0 PUBLIC RECORDS ACCESS: It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- 17.1 Proposal/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 17.2 Vendor agrees to assist Sauk County in complying with open records requests.
- 18.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
- 18.1 Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.
- 18.2 Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.
- 19.0 DISCLOSURE: If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.
- 20.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

21.0 TERMINATION FOR CONVENIENCE: Sauk County reserves the right to terminate this contract for convenience upon 60 days notice.

22.0 TERMINATION FOR DEFAULT: Sauk County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, contractor fails to satisfactorily cure the default.

The Vendor has examined and carefully prepared the Proposal from the plans and specifications and has checked the same in detail before submitting the Proposal to Sauk County, including the Standard Terms and Conditions. The Vendor has had the opportunity to view the installation site and has obtained all necessary information to properly complete this Proposal:

(Company Name/Firm)

(Witness)

(Company Representative)

(County Representative)

(Signature)

(Signature)

(STATE OF WISCONSIN)

)ss.

SAUK COUNTY)

Personally came before me this _____ day of _____, 2015, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public My Commission (expires) (is) _____

PART FOUR
EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Proposal shall be based on the most advantageous proposal received by the most responsive vendor.
- 1.2 Completeness of proposal. All requested information is included as noted.
- 1.3 Vendor shall provide as a separate attachment to this proposal at least five (5) references where similar projects have been conducted.
- 1.4 In the event that only one proposal is received in response to this Request for Proposal, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole vendor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the vendor in order to determine the reasonableness and acceptability of the proposal.
- 1.5 Sauk County may conduct interviews with selected vendors should it be deemed necessary to further enhance the selection process.
- 1.6 Sauk County reserves the right to reject any and all proposals.

PART FIVE
PRICING & INFORMATION

PRICING	PRICE
Lump Sum Cost	\$

Sauk County Provided Materials

Any materials and/or services that Sauk County will need to provide to the vendor to complete this project must be listed below. If items are requested that are not listed below and there is a cost for such items, such cost shall be considered to be included within the price noted on this page and if the county provides/obtains these items, any such cost shall be deducted from the price noted above.

The vendor hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of Sauk County, a binding contract, as defined herein, shall exist between the vendor and Sauk County.

VENDOR

AUTHORIZED SIGNATURE

Date

PRINTED NAME, TITLE

Tim Stieve, Administrator Sauk County EMBS

Date