



**REQUEST FOR PROPOSALS
ON SOLUTIONS FOR
MONITORING FLICKER AND SOUND
FOR WIND TURBINE ZONING COMPLIANCE**

PROPOSALS ARE DUE BY JANUARY 20, 2022, 4:00P.M.

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**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

**ON SOLUTIONS FOR MONITORING WIND TURBINE SOUND AND FLICKER FOR
COMPLIANCE WITH THE TOWN'S ZONING ORDINANCE**

1. Introduction

From 2012 to 2016, the Town of Coventry permitted the erection of ten wind turbines. While the process followed all of the requisite steps for public notification at the time, the Town now receives frequent complaints from neighboring residents about the nuisance noise and flicker caused by the operation of the wind turbines. The zoning ordinance (Town Code Article XX §255) prohibits the operation of wind turbines to produce more than 30 hours of cumulative flicker during the calendar year. The noise ordinance (Town Code §169-7) restricts the production of sound in excess of 65 decibels in a residential or open space area. Complaints for nearby residents question whether the wind turbine operations are in compliance with these parameters. The wind turbine operator, The Green Development Company, maintains a device for monitoring the flicker produced by one of the eight wind turbines in the area. The Town desires a solution to independently verify compliance of the wind turbines with the flicker and noise regulations in the town ordinances.

2. Project Description

The project is to offer a practical solution that will allow the Town to efficiently monitor the amount of flicker and the amount of noise being generated by the operation of wind turbines throughout the calendar year. The method, location and manner in which compliance is to be measured and monitored shall be part of the recommendation.

3. Scope of Work

The Town of Coventry (Town) is requesting proposals (RFP) from qualified firms (Consultant) to provide solutions to assist the Town with enforcing its Zoning Code pertaining to the operation of wind turbines, specifically for verifying compliance within the parameters for flicker and noise.

Project goals:

1. Identify systems or methods for taking accurate measurements of flicker and noise generated by the operation of wind turbines in western Coventry, from where the Town receives many nuisance complaints from its constituents.
2. Recommend the preferred methods for implementing a solution to achieve this goal, including costs, implementation requirements, scope and schedule. The recommendation(s) shall provide a solution sufficient to monitor compliance with the Town's zoning ordinance.

The Town may select the most responsive firm to develop the project.

Closing Date and Anticipated Project Schedule

Submit one (1) original, four (4) copies, and an electronic PDF version of the consultant's proposal in an envelope marked:

**TOWN OF COVENTRY, RHODE ISLAND
REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES
WIND TURBINE COMPLIANCE WITH FLICKER AND NOISE REGULATIONS**

Addressed to:

Town of Coventry
1670 Flat River Road
Coventry, RI 02816
Attention: Town Manager

All proposals must be received no later than 3:00 p.m. (local time), Thursday, January 20, 2022. Proposals received after this date and time will not be accepted. Faxed or emailed proposal submittals are not acceptable.

Funding for this project is from the Town's current budget for fiscal year 2021-2022. Award of a Consultant contract is anticipated to occur in February. It is anticipated that a final executed contract will be procured within 21 to 30 days after the award.

Consultants submitting proposals, which are evaluated as being highly responsive to the RFP, may be requested to make an oral presentation to the Consultant Selection Committee.

Proposals shall remain in effect for a period of sixty (60) days after the closing date. Each responding Consultant may withdraw their proposal in writing at any time before closing date and time.

The proposal must state that the Consultant is an Equal Opportunity Employer and will comply with all Federal, State and local laws, rules and regulations.

4. Contract Terms

Undefined. To be included with the proposal.

5. Proposal Requirements

Completion of the following forms included with the RFP:

Bidder Information Form

Anti-collusion certificate

Insurance

Bid proposal form

Equal Opportunity Employer

BIDDER INFORMATION FORM

Name of Bidder: _____

FIRM NAME AND ADDRESS OF BIDDER – This bid is submitted in the name of:

FIRM NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

COMPANY LICENSE #: _____

BY: _____

(Signature)

TITLE: _____

SIGNED THIS _____ DAY OF _____, 2022.

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Parks and Recreation of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the Laws of this State to administer oaths. If the original of such sworn statement is not signed and submitted, the bid will not be considered responsible.

In order to comply with the above-noted Section 112(c), every bidder must complete the required certification statement.

A bidder will not be considered for award of contract under this invitation for bid unless such bidder completes the following required certification statement prescribed below:

To the Town of Coventry

STATE OF RHODE ISLAND

COUNTY OF _____

I, _____ (name of party signing affidavit) _____ (title), being duly sworn, do depose and say: On behalf of _____ (name of Contractor), that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Coventry contracts.

Contractor: _____

By: _____

(print name)

Signature: _____

Sworn to before me this ____ day of _____, 2022

My commission expires _____.

Signature and Seal of Notary Public

LIABILITY/INSURANCE

Liability:

The Contractor shall and does assume all liability under the terms of the Workmen's Compensation Law of the State in which the work is being performed.

Contractor assumes all liability for injury to persons or damage to, or loss of property of (a) Contractor, his agents or employees, (b) Owner, its agents or employees, and (c) any other person, firm or corporation arising in any way directly or indirectly out of the performance of this Contract whether or not such injury, damage, or loss is due to the negligence of the Contractor, its agents or employees. This foregoing assumption of liability by Contractor shall include, without limiting the generality of the foregoing, any injury, damage, or loss arising out of the operation of motor vehicles. This assumption of liability by Contractor shall also include, without limiting the generality of the foregoing, any injury, damage or loss (1) arising out of the negligence of Contractor, (2) arising out of the joint or combined negligence of Contractor and Owner, (3) arising out of the negligence of a third party or parties and Contractor, or (4) without limiting in any way the foregoing, arising in any way, directly or indirectly out of the conduct or occurrence not fully limited to the separate sole negligence of the Owner as proven by Contractor or third party.

Should the Owner or an agent or employee of the Owner be made a party to any suit or proceeding, even though such suit or proceeding is groundless, false or fraudulent, arising out of injury, damage, or loss for which the Contractor assumes liability under this Contract, the Contractor will defend such suit or proceeding and shall indemnify and hold harmless the Owner, its agents or employees, of and from all liability loss, expenses, judgements (including interest thereon), including Attorney's fees.

Since Contractor hereunder shall be an independent Contractor and not agent, servant, or employee of Owner, Contractor assumes full responsibility for compliance with any and all Federal, State or municipal laws, ordinances, and regulations, including (but not limited to) those having to do with labor, wages and benefits, or taxes and duties collectible from employees under all applicable provisions of the law.

Should the Company choose to subcontract, the Company shall remain fully responsible for the performance of all obligations, which it is required to perform under the Contract. Any subcontract entered into by the Company shall name the Town as a third party beneficiary.

Insurance:

Unless otherwise specified, the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Owner covering the liabilities assumed above in the following minimum amounts.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
Workmen’s Compensation Insurance	All liabilities imposed by Workmen’s Compensation Statutes
Employer’s Liability Insurance	\$ 100,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

-bodily injury	\$ 500,000 (each person)
-accidental death	\$1,000,000 (each accident)
-property damage	\$1,000,000 (each accident)

The Contractor agrees to file with the Owner before commencing work hereunder, copies of policies of such insurance which shall contain by endorsement, the specific liabilities assumed above, together with certificates of insurance which shall contain a provision that no charge in the amount of said insurance, or termination thereof, shall take place without previous 10 days written notice to the Owner and its written consent to change or termination.

Best and Final Offer (BAFO)

If the Town determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

Bid Security

In the form of a bid bond, certified check, Treasurer’s Check or Cashier’s Check in the amount of five (5) percent of the bid amount must accompany each bid.

Prevailing wage, OSHA Safety Training and Apprenticeship Requirements

Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices.

The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

BID PROPOSAL FORM

Name of Bidder: _____

Total Cost of Project: _____

The undersigned in submitting this proposal agrees as follows:

The entire work shall be subject to the requirements of the Contract Documents and Specifications.

Prior to execution of the Agreement for this work, the Contractor shall furnish the Owner with copies of Certificates of Insurance.

Time of Completion:

The undersigned agrees to commence work after _____ and to fully complete the total project by _____.

Withdrawal of Bid:

The undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid opening date or receipt thereof.

Rejection of Bid:

The undersigned agrees that the Owner reserves the right to accept to reject any total bid, or part thereof, and to award the total contract or part thereof to other than the low bidder. All decisions regarding contract awards will be final.

Does this proposal include the use of subcontractors?

Yes _____ No _____

If "Yes", vendor must:

- List each subcontractor involved in project

Subcontractor Name	Subcontractor Dollar Amount

Specifically state what tasks each subcontractor will perform.

- The Town of Coventry requires that the awarded vendor provide proof of payment of any subcontractors used for this project.
- Proposals shall include a plan by which the Town of Coventry will be notified of such payments.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

VENDOR RESPONSIBILITY FORM

(A separate sheet of paper may be used if necessary)

Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

List the names and addresses of three (3) firms, **with telephone numbers and contact names**, for which you have provided similar commodities or services:

List the name and address of one bank or other institution that can provide the Town with an adequate credit reference:

Name of Bidder: _____

Address: _____

Telephone #: _____

By: _____
Printed Name and Title

By: _____
Signature

EQUAL OPPORTUNITY EMPLOYER

This company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, this company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

This company expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

Bidder: _____
Print Name of Company

Address: _____

By: _____
Signature of Person Authorized to Sign Bid

Print Name and Title of Person Authorized to Sign Bid

TOWN OF COVENTRY, RI

STATEMENT UNDER OATH TO ACCOMPANY BID

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS:

Name of Bidder (Print)

_____ By: _____

Signature of Person Authorized to Sign

Name and Title of Signatory (Print)

STATE OF _____

LOCALITY OF _____, TO WIT:

On this _____ day of _____ 20____, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

REQUIRED ATTACHMENTS

Each bid shall be accompanied by the following:

- a) Itemized quote of project
- b) Bidder Information Form
- c) Anti-Collusion Certificate for Contract and Force Account
- d) Proof of insurance matching or exceeding stated requirements
- e) Bid Proposal Form
- f) Vendor Responsibility Form; and
- g) Equal Opportunity Employer Form.
- h) Notarized affidavit (non-collusion oath) executed by the bidder, or if the bidder is a corporation, executed by a duly authorized representative of the corporation; and,
- i) Bid security.