

TOWN OF CHESHIRE, CONNECTICUT

REQUEST
FOR QUALIFICATIONS

ELECTRICAL SERVICES
RFQ #1314-23

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR QUALIFICATIONS

RFQ#1314-23

ELECTRICAL SERVICES

The Town of Cheshire will receive sealed proposals for Electrical Services until 11:00 a.m. on Thursday June 5, 2014. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Qualifications may be obtained from the Department of Public Works, Cheshire Town Hall, Room 213, 84 South Main Street, Cheshire, CT 06410 during the hours of 8:30 a.m. – 4:00 p.m. Monday through Friday or on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals."

The Town of Cheshire reserves the rights to amend or terminate this Request for Qualification, 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 proposer(s) that, in the Town's judgment, will be in the Town's best interests.

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR QUALIFICATIONS FOR
ELECTRICAL SERVICES

Request for Qualification Number: 1314-23
Proposal Opening Date: Thursday June 5, 2014
Proposal Opening Time: 11:00 a.m.
Proposal Opening Place: Cheshire Town Hall, Room 210

The Town of Cheshire is soliciting statements of qualifications from qualified individuals or firms to provide electrical services for Town and Board of Education facilities for the period beginning with award of services from on or about July 1, 2014 through June 30, 2016. Multiple individuals or firms may receive awards of service.

The purpose of this (RFQ) process is to identify and create a pool of the most responsible, qualified respondents in order to expedite the utilization of electrical service providers and establish standard rates for these services.

One (1) original and three (3) copies of sealed proposals must be received in the Cheshire Town Hall, Town Manager's Office, Room 221, or Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Qualifications may be obtained from the Department of Public Works, Cheshire Town Hall, Room 213, 84 South Main Street, Cheshire, CT 06410 during the hours of 8:30 a.m. – 4:00 p.m. Monday through Friday or on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals." **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Qualifications, 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 proposer that, in the Town's judgment, will be in the Town's best interests.

This Request for Qualifications (“RFQ”) includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- Addenda, if any
- The Contract in the form attached

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting statements of qualifications from qualified individuals or firms to provide Electrical services for Town and Board of Education facilities for a period from the date of award through June 30, 2016. This RFQ is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFQ. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFQ, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFQ OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFQ if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.” **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

3. KEY DATES

Pre-Proposal Conference or Site Visit: ***THIS ITEM IS NOT APPLICABLE TO THIS RFQ.***

Proposal Opening: June 5, 2014

Preliminary Notice of Accepted Proposals: June 13, 2014

Contract Execution: ***THIS ITEM IS NOT APPLICABLE TO THIS RFQ***

The Preliminary Notice of Award(s) date is anticipated, not certain, date.

4. OBTAINING THE RFQ

All documents that are a part of this RFQ may be obtained at the Department of Public Works, Cheshire Town Hall, Room 213, 84 South Main Street, Cheshire, CT 06410 during the hours of 8:30 a.m. – 4:00 p.m. Monday through Friday or on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.”

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Cheshire Town Hall, Town Manager’s Office, Room 221, or Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and three (3) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer’s name, the proposer’s address, the words **"PROPOSAL DOCUMENTS,"** and the **Proposal Title, Proposal Number and Proposal Opening Date.** The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFQ. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be states in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFQ.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFQ are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Louis Zullo
Department: Town Manager’s Office
E-mail: lzullo@cheshirect.org

Fax: 203-271-6639

Questions concerning this RFQ's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: George Noewatne, Public Works Director
Department: Public Works
E-mail: gnoewatne@cheshirect.org
Fax: 203-271-6659

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFQ. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFQ and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals." **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFQ, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially

interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFQ, including but not only any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFQ.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

14. PROPOSAL (BID) SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFQ and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFQ or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFQ. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

20. DELIVERY ARRANGEMENTS

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFQ. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFQ to any combination of separate proposals or proposers.

The Town will accept the proposal or proposals that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for selection of qualified vendors for this list. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFQ. The Town will not engage the services of any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal(s) that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer(s). The award may be subject to further discussions with the proposer(s). **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFQ. Proposers with fewer

than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT REAL PROPERTY VENDORS

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subVendor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

Each successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent Vendors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subVendor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFQ.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with each successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

Each successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent Vendors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or

indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ or the Contract. A successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance *relating to "the construction, alteration, repair or maintenance of any building, structure or appurtenances thereto including moving, demolition and excavating connected therewith"*: Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Party.

In any and all claims against the Town Indemnified Parties made or brought by any employee of a successful proposer, or anyone directly or indirectly employed or contracted by a successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, a successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

A successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFQ and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless a successful proposer.

b. ADVERTISING

A successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, a successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to a successful proposer to do so is not a statement about the quality of a successful proposer's work or the Town's endorsement of a successful proposer.

c. W-9 FORM

Each successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subVendors or materials suppliers, a successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subVendor or material supplier. A successful proposer

shall also require in each of its contracts with subVendors that such subVendor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any subVendor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. A successful proposer shall require each of its subVendors and suppliers to include a similar statement with each of their payment applications or invoices.

e. TOWN INSPECTION OF WORK

The Town may inspect a successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. A successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

A successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

A successful proposer shall maintain all records related to the work described in the RFQ for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

A successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

i. PREVAILING WAGES

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

j. PREFERENCES

THIS ITEM IS NOT APPLICABLE TO THIS RFQ

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require a tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

A successful proposer and each of its permitted subVendors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. COMPLIANCE WITH LAWS

A successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

A successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. A successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The Town and a successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. A successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. A successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF CHESHIRE, CONNECTICUT

**SPECIFICATIONS FOR
ELECTRICAL SERVICES
REQUEST FOR QUALIFICATION #1314-23**

The Town of Cheshire is soliciting statements of qualifications from qualified individuals or firms to provide Electrical services for Town and Board of Education facilities for the period from date of award through June 30, 2016.

The purpose of this (RFQ) process is to select and create a pre-qualified list of the most responsible, qualified respondents in order to expedite the utilization of electrical service providers and establish standard rates for these services.

The services required would be responding to the ongoing electrical issues that occur in the operation of our various facilities. These services include but are not limited to the installation, repair, replacement, maintenance or alteration of electrical components.

The services required could be planned but also the service provider must be available to the multitude of related emergencies that could occur at any of these Town or Board of Education facilities.

Vendors submitting for this work must maintain an active license with the State of Connecticut. Other workmen assisting the licensed Vendor must maintain a license or be in an apprentice program recognized by the State of Connecticut. .

All work performed will follow the Connecticut State Building Code and other applicable legal requirements and industry standards. The Vendor will be required to take out the necessary permits to undertake these activities.

Any Town permit fees will be exempt. Any State permit fees will be the responsibility of the Vendor, if applicable.

The Vendor shall satisfy the requirements of the "Qualification Statement and Standard Bid and Contract Terms and Conditions" of the Town of Cheshire at the time of the submission of the proposal.

The Vendor is to respond to a work request within 24 hours, seven days per week. The Vendor will not assign or subcontract any portion of the work without the express, advance written consent of the Town. Emergency calls may also be necessary. For emergency services the Vendor must be onsite within 2 hours of receiving notice.

No work shall commence without a notice to proceed or a Purchase Order from the Town of Cheshire. The Vendor cannot exceed the value of the contract amount without written approval from the Town/Board of Education increasing the amount of the Purchase Order.

Qualifications of Proposer

The Town may make such investigation, as it deems necessary to determine the ability of a Proposer to comply with all the requirements identified in this RFQ. A Proposer shall furnish to the Town all requested information for this purpose. The Town reserves the right to reject any proposal if a Proposer fails to provide requested information or if evidence submitted by a Proposer discovered by the Town fails to satisfy the Town that such Proposer is qualified to carry out the obligations of this RFQ and the work contemplated therein.

Basis of Award

The Town wishes to establish a list of vendors to be available for the assignment of electrical work.

In determining the Vendors to be placed on this pre-qualified list to perform these services, the Town will consider, in addition to price, the quality of work, the availability and responsiveness of a Vendor, the experience of a Vendor, the sufficiency of the financial resources of a Vendor and the reputation of a Vendor for ability, integrity, judgment and performance, as well as the ability of a Vendor to provide additional maintenance and service.

The Town reserves the right to engage the services of different Vendors to address the plumbing needs of the various Town and Board of Education facilities. Each service requirement will be assigned to the appropriate Vendor as determined by the respective Town and Board of Education staff, in its sole discretion. If a Vendor is not available to perform the work to satisfy the needs of the Town, the Town will utilize another Vendor from the established list.

The Town also reserves the right to reject the proposal of any Vendor who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, suppliers or employees.

References – All proposers must furnish references of a minimum of three customers for whom contracted plumbing maintenance and repair service is currently being performed on a daily basis.

Fee Proposal

Normal Working Hours

7:00 a.m. – 5:00 p.m.

Two-man Crew

\$ _____/hr.

Off Hours

5:00 p.m. – 7:00 a.m. & weekends

Two-man Crew

\$ _____/hr.

Weekends

Two-man Crew

\$ _____/hr.

Are there any minimum hours? If so _____ hours.

If travel time is included, how much is the charge? _____

If you are selected as a prequalified Vendor, you may also be called to submit lump sum prices for specific projects.

Feel free to submit any company literature to document the expertise of your company.

Materials

Percentage of markup on all material purchases _____%

The Vendor will be required to submit a separate material invoice from the supplier of the material along with his invoice for service. The Vendor will apply the above percentage to the material portion of his invoice. Material costs incurred by the Vendor will only be paid if the supplier invoice is attached. The Town of Cheshire is tax exempt, if required, a Tax Exempt Certificate will be provided.

Indicate here by initialing if you are willing to accept the low quoted price for your labor/equipment if the Town needs to cross-level its requirements: _____

END OF SPECIFICATIONS

TOWN OF CHESHIRE, CONNECTICUT

INSURANCE REQUIREMENTS FOR

ELECTRICAL SERVICES

REQUEST FOR QUALIFICATION #1314-23

The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	1,000,000
	General Aggregate	2,000,000
	Products/Completed Operations Aggregate	2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella*	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000

*The Town of Cheshire shall be named as “Additional Insured”. Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers’ Compensation	WC Statutory Limits	
and Employers’ Liability	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENT

**TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR QUALIFICATIONS
PROPOSAL FORM
ELECTRICAL SERVICES
REQUEST FOR QUALIFICATION #1314-23**

PROPOSER'S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the RFQ, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFQ, including any addenda, hereby offers and agrees as follows:

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFQ. Except as otherwise expressly stated in the RFQ, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. **Exceptions to the RFQ**

_____ This proposal does not take exception to any requirement of the RFQ, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to certain of the RFQ requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. **State Debarment List**

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF PROPOSAL FORM

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

_____ Name & Title (if any)	_____ Residential Address (street only)
--------------------------------	--

_____ Name & Title (if any)	_____ Residential Address (street only)
--------------------------------	--

_____ Name & Title (if any)	_____ Residential Address (street only)
--------------------------------	--

_____ Name & Title (if any)	_____ Residential Address (street only)
--------------------------------	--

_____ Name & Title (if any)	_____ Residential Address (street only)
--------------------------------	--

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
"permanent place of business."

Sign on the next page

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR QUALIFICATION # 1314-23
ELECTRICAL SERVICES

PROPOSER'S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut State law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):
 _____ have an Affirmative Action Program, or
 _____ employ 10 people or fewer.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT

PROPOSAL FOR: ELECTRICAL SERVICES

REQUEST FOR QUALIFICATION NUMBER: 1314-23

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
My Commission Expires:

TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR QUALIFICATION # 1314-23
ELECTRICAL SERVICES

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

CONTRACT FOR ELECTRICAL SERVICES

This Contract is made as of the _____ day of _____, 20____ (the “Effective Date”), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and **[name and address of successful proposer]** (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued a Request for Qualifications for Electrical Services (the “RFQ”), a copy of which, along with any addenda, is attached as **Exhibit A**;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the “Proposal”), a copy of which is attached as **Exhibit B**;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. **Work:** The Contracting Party agrees to perform the Work described more fully in the attached **Exhibits A and B** *[Note: if the Proposal has taken any exceptions to the RFQ, this provision should be amended to include specific statements about whether the Town has accepted or rejected those exceptions – whether they are contrary to or in addition to the RFQ’s terms. This is critically important, and we urge you to contact the Town Attorney for assistance on this additional required language.]* (collectively, the “Work”).

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFQ, including but not only **all of the terms set forth in Section 26 (the “Contract Terms”) of the Standard Instructions to Bidders.**

2. **Term:** *[placeholder – will vary from contract to contract]*

3. **Contract Includes Exhibits; Order of Construction:** The Contract includes the RFQ (**Exhibit A**) and the Proposal (**Exhibit B**), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFQ, and the Proposal, this document shall have the highest priority, the RFQ the second priority, and the Proposal the third priority.

4. **Price and Payment:** *[placeholder – will vary from contract to contract. If contract extends beyond current fiscal year, be sure to include non-appropriation language.]*

5. Right to Terminate – If the Contracting Party’s fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel – Either party’s failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party’s strict performance, and neither party shall be relieved of such obligation because of the other party’s failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

[name, address, fax and e-mail]

If to the Contracting Party:

[name, address, fax and e-mail]

8. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF CHESHIRE

By _____
Michael A. Milone
Its Town Manager, Duly Authorized
Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____
Its _____, Duly Authorized
Date: _____