



City of Rockland

REQUEST FOR PROPOSALS

FOR

Electrician Services for Installation of MAIN STREET STREET LIGHTS

SUBMITTAL DEADLINE: July 28, 2016, at 2:00 PM

**PROPOSALS WILL BE MADE AVAILABLE FOR INSPECTION
AFTER THEY ARE OPENED**

**Audra Caler-Bell
Acting City Manager
270 Pleasant Street
Rockland, Maine 04841**

REQUEST FOR PROPOSALS

Pursuant to the City of Rockland, Maine, Code of Ordinances, Ch. 2, Art. V, Sec. 2-510(d), Rockland requests proposals for professional services, in conformance with the bid requirements and procedures, and subject to the terms and conditions set forth in this Request for Proposals and in the Contract Documents, as hereinafter defined, as follows:

Electrician Services - Main Street Street Lights Installation

in

**City of Rockland, Maine
270 Pleasant Street
Rockland, ME 04841**

Run new wire and install separately-powered lighting and receptacle services at 61 new, City-owned street lights on Main Street, perform related services as set forth herein, and obtain applicable electrical permit

A. BACKGROUND

The City of Rockland has ordered 61 new street light poles and LED light fixtures to replace CMP street lights on Main Street in the Downtown, between Harbor Park and North Main Street. The Department of Public Services will cause the removal of the CMP fixtures and installation of the new, City-owned street light poles. The Successful Bidder will be responsible for terminating service at 9 discontinued street light locations, running new wiring for and wiring the light fixtures at 61 new replacement street light locations, installing separately-powered receptacles at each street light and one or more meters for the same, and performing related electrical services as set forth more fully in Schedule A – Scope of Services. Bidders are requested to state their hourly charges for additional services. The City anticipates delivery of the new light poles and fixtures in late summer, and installation work by the Successful Bidder to both commence and be completed in September 2016. The City's Director of Public Services, David St. Laurent will serve as the City's project manager.

B. SUBMISSION REQUIREMENTS

All proposals must be submitted in conformity with the requirements of the specifications set forth in this Request for Proposals, and accompanied by a cover letter certifying that the information in the proposal is true and accurate. If accepted by the City of Rockland and signed by the City Manager, Bidder's proposal shall become binding upon the Bidder.

Each firm responding to this Request for Proposals will be referred to as the “Bidder,” and the firm selected to provide services to the City of Rockland, together with its owners, officers, employees, agents, and/or subcontractors, will be referred to as the “Contractor.” The Bidder, if any, to whom the contract is awarded by the City will be referred to as the “Successful Bidder” or “Contractor.”

1. **Form.** Each Bidder wishing to be considered must submit a proposal that includes, as further detailed below, the following:
 - A. Official Bid Form and Agreement;
 - B. Detailed Statement of the Scope of Work, and Materials;
 - C. Completed Schedule C – Statement of Qualifications;
 - D. Completed Schedule D – Experience Statement;
 - E. Completed Schedule E - Statement of Compliance / Deviation From Specifications; and
 - F. Manufacturer’s warranty(ies), if any;
2. **Consultant Identification.** Provide the name of the firm, the firm's principal place of business, the names of the firm’s owners and/or principals, the name and direct telephone number of the project manager, a brief history of the firm, the location of the office where the majority of the work will be performed, and the name and direct telephone number of the firm’s billing/receivables clerk;
3. **The Work.** Bidder shall detail and – if accepted by the City – provide the services described in Schedule A – Scope of Work, and state proposed deadlines/parameters for the same, subject to amendment by the written agreement of the parties. Bidder shall express its proposal by listing in Schedule A the services Bidder is qualified to provide to meet the City’s needs identified in the Request for Proposals; testing, analysis, documentation, reporting, and permitting that Bidder anticipates will be required, if any; and any constraints or factors that may affect Bidder’s proposed timeline for the Deliverables;
4. **Materials.** Bidder shall accompany the proposal with a detailed description of the materials and equipment that the bidder proposes to furnish, including grade and source of wire, and such other information as may assist the City in analyzing the proposal;
5. **Statement of Qualifications; References.** Provide the names and qualifications of the firm and of its principals and staff who will be assigned

to perform the Work, and a summary of their individual roles, responsibilities, and qualifications in Schedule B – Statement of Qualifications. Specify who will serve as project manager if selected by the City. Bidders' proposed Project Manager shall be a master electrician, in good standing, and have familiarity with wiring and electrifying street lights or similar exterior lighting fixtures. Identify a minimum of three references, and list each reference's physical, mailing, and e-mail addresses, and phone numbers, and provide a brief summary of services Bidder provided to each. Bidders without these qualifications may be considered unqualified and their bids rejected;

- 6. Project Schedule.** Submit a Project Schedule for performing the Work, which may commence no earlier than September 6, 2016, and conclude no later than September 30, 2016;
- 7. Experience Statement.** Completed Experience Statement, substantially in the form of Schedule C;
- 8. Statement of Deviations.** Complete and sign the Statement of Deviations, attached as Schedule D, setting forth any recommended alterations or deviations from this Request for Proposals and/or the Work.
- 9. Project Cost.** On the Official Bid Form, state your total project cost bid for performing the Work. Such project cost bid must include any and all design work, wire and other materials other than the light poles and fixtures, labor, permit fees, costs, and travel if applicable. This total shall constitute the Contract Price, subject to additions and deductions by change order, if applicable.
- 10. Bid Bond.** Provide a bid bond in the amount of and guaranteeing the equivalent of five percent of the total bid. Such bid guarantee shall consist of a bid bond, certified check, or other negotiable instrument as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the specified time.
- 11. Interpretation.** All questions about the meaning or intent of this Request for Proposals & Agreement shall be submitted in writing to David St. Laurent, Public Services Director, Rockland City Hall, 270 Pleasant St., Rockland, Maine 04841 or by contacting Mr. St. Laurent at 207-594-0320 or dstlaurent@ci.rockland.me.us. Replies will be issued by addenda, mailed, sent via facsimile or delivered to all parties recorded by the City as having received bid documents. Questions received fewer than five (5) working days prior to the date fixed for opening bids will not be answered. Only those interpretations provided by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

12. Compliance With Bid Instructions. Before submitting a bid, each bidder shall thoroughly examine the Request for Proposals and Instructions to Bidders and Conditions. The submission of a proposal constitutes an incontrovertible representation by the Bidder that it has complied with every requirement of these documents.

13. Proposal Deadline. Proposals must be submitted to:

City Manager
Rockland City Hall
270 Pleasant Street
Rockland, Maine 04841

no later than **2:00 P.M.** on **Thursday, July 28, 2016.** Proposals submitted after this date and will not be considered. Proposals in proper form shall be enclosed in a sealed envelope clearly labeled **"Electrician Services – Main Street Street Lights Bid – DO NOT OPEN UNTIL 2 P.M. Thursday, July 28, 2016."**

14. Bidders' Representations and Acknowledgments. Submittal of a bid shall constitute such Bidder's representation that (1) if Bidder is a business entity, it is in good standing and is authorized to do business in Maine; (2) the undersigned is authorized to submit this Proposal on Bidder's behalf; and (3) all persons who shall assist Bidder in providing the proposed services is duly licensed and in good standing with any regulatory body having jurisdiction over such licensure, where applicable. Bidder acknowledges that the City of Rockland, Maine retains the authority and discretion to accept any and all proposals, in whole or in part, including Bidder's proposal, and/or to negotiate revised terms and conditions prior to accepting any proposal. Bidder further acknowledges that, if accepted in writing by the City of Rockland, Bidder's Proposal, together with the other Bid Documents, shall constitute a binding contract.

15. Application Expenses. In no event shall the City be liable for any expenses incurred in preparing or submitting the proposal to the City, in negotiating with City on any matter related to proposal or by the bidder prior to the date of any agreement related to services herein described. Bidders shall not include any such expenses in their proposals.

16. Bid Opening. A public Bid Opening will be conducted on **Thursday, July 28, 2016,** at **2:00 P.M.** at Rockland City Hall, 270 Pleasant Street, Rockland, Maine, and their contents made public and available for inspection.

- 17. Bids to Remain Open.** All proposals shall remain open, may not be withdrawn, and may become binding upon the bidder if accepted by the City and signed by the City Manager for a period of sixty (60) days after the Proposal Deadline. The City may, in its sole discretion, release any proposal by notifying the bidder of the same, in writing.
- 18. Award of Contract.** The contract shall be awarded to the lowest qualified Bidder; provided, however, that the City of Rockland reserves the right to reject any or all proposals in whole or in part as it is deemed in the best interest of the City, and to renegotiate any term and waive any informality which does not compromise the actual bid. The City's agreement with any firm shall not be considered exclusive, and the City may elect to procure alternate services for any designated project or portion thereof.
- 19. Local Preference.** Pursuant to Rockland Code Ch. 2, Art. V, Sec. 2-508.1, the City may give preference to local suppliers if the two lowest responsible bids were submitted by a Bidder located in Knox County and by a Bidder located outside Knox County and the price difference between the two such lowest responsible bids is five percent (5%) or less. If the two lowest responsible bids are submitted by companies that are both located in Knox County, or both outside Knox County, then price, quantity, quality, service capability, conformance with the Contract Documents, and, when applicable, Bidder's past performance, shall be the primary considerations in awarding the bid, or in deciding to reject any and all bids, in addition to the availability of funding and any other conditions or reservations set forth in the Contract Documents.

C. CONTRACT TERMS AND CONDITIONS.

- 1. Contract Documents.** The following documents constitute the Contract Documents, and may be referred to herein collectively as the "Contract":
- A. Request for Proposals;
 - B. Successful Bidder's Signed Official Bid Form;
 - C. Schedule A – Scope of Work, and Successful Bidder's Detailed Description of the proposed Scope of Work;
 - D. Successful Bidder's Materials List / Information;
 - E. Successful Bidder's Completed Schedules A – D;
 - F. Successful Bidder's Bid Bond;
 - G. Successful Bidder's Manufacturers' Warranties, if any;
 - H. Successful Bidder's Certificates of Insurance.
- 2. Insurance.** Contractor shall procure and maintain, at its expense, the following minimum insurance coverages, to provide protection from Contractor's errors or omissions, claims under worker's compensation acts,

claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are:

Type of Insurance	Each Occurrence	Aggregate
Errors & Omissions	\$1,000,000	\$1,000,000
General Liability – Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury and Property Damage	\$1,000,000	
Excess Liability	\$1,000,000	\$1,000,000
Worker’s Compensation & Employer’s Liability	\$100,000 (Each Accident) \$500,000 (Disease Policy Limit) \$100,000 (Disease Each Employee)	

The Contractor shall furnish the City with a certificate or certificates of insurance that list the City as an additional insured and contains a statement of the insurer’s obligation to notify the City at least fifteen (15) days prior to cancellation of any policy described therein. In the event the City is required to defend itself, Contractor shall reimburse the City’s costs, including reasonable attorneys’ fees, for defense of such liabilities which arise out of the Contractor’s negligence. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance provided by Contractor shall be deemed primary protection against such claims and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor’s insurer due to its insured's acts or omissions.

- 3. Contract Administration; Notice to City.** The Public Services Director shall serve as the Project Manager/Contract Administrator for the City. Any notices required to be provided to the City shall be provided to: Director of Public Services, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 ((207) 594-0320), with a copy to: City Manager, Rockland City Hall, 270 Pleasant Street, Rockland, Maine 04841 ((207) 594-0300).

- 4. Payment.** Payment will be upon submittal of an invoice to the City on a net 30 basis unless discount terms are offered for more immediate payment. Invoices must include purchase order number. No deposit or other payment shall be required of the City prior to acceptance of delivery of the goods/services. Invoices and payment issues shall be directed to: Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, Maine 04841 ((207) 594-0307).
- 5. Sales Tax.** This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law. Rockland's employer identification number is available upon request.
- 6. Independent Contractor.** Throughout the performance of this Contract, Contractor is acting in an independent capacity and not as an employee, officer or agent of the City. Contractor at its expense shall provide additional personnel needed by Contractor to fulfill its contractual duties. Contractor is solely responsible for complying with all State and federal laws including, but not limited to, workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations (including 49 CFR Part 382). Contractor is also solely responsible for maintaining its vehicles and equipment in a safe and legal condition.
- 7. Subcontracting Prohibited.** Contractor may not subcontract any portion of the Work to any person or entity not identified in Contractor's Bid, without the City's prior written approval, in which event Contractor shall remain liable for compliance with the Contract Documents.
- 8. Assignment Prohibited.** Except as otherwise explicitly provided for in the Contract Documents, neither the City nor Successful Bidder shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the other.
- 9. Non-Discrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, gender, age, disability, sexual orientation or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 10. Integration.** No prior, current or post-award verbal agreement(s) with any officer, agent or employee of City shall affect or modify any terms or obligations of this request for proposals or any contract or option resulting from this process.

- 11. Severability.** In the event one or more clauses of the Contract are declared by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, such finding shall not affect the validity of the remaining terms and conditions of the Contract.
- 12. Contract Modification And Amendment.** The parties may amend a term or condition of the Contract, in a written amendment signed by the parties. Amendments increasing the contract price shall only be made when necessitated by unforeseen circumstances beyond the control of either party.
- 13. Governing Law; Jurisdiction And Venue.** This Request for Proposals and Contract, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Maine. Bidders agree that any claim, action, or proceeding arising out of the same shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.
- 14. Compliance With Laws; License And Permit Requirements.** Contractor shall comply with all federal, state, and local laws and ordinances applicable to the Work to be performed under this Contract, and shall obtain any and all required licenses and permits from any and all governmental agencies having jurisdiction relating thereto. Violation of this paragraph shall be a material breach of this Contract and grounds for cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in disqualifying the Contractor for further work for City.
- 15. Termination; Contractor's Default.** Except as otherwise provided in the Contract Documents, the City may terminate this Contract by giving 5 days' written notice to the Contractor, and paying Contractor for those costs and labor reasonably incurred as of the effective date of termination. In the event the Successful Bidder defaults by failing to furnish the goods or services when and as required under the Contract Documents to the City's satisfaction, the City shall promptly notify the Contractor of such default, and if correction is not made within five (5) days or another reasonable time acceptable to the City to the City's satisfaction, the City may, in its sole discretion, take whatever action it deems necessary to obtain substitute goods/services, and may terminate the Contract without further notice.
- 16. Dispute Resolution.** The City and Contractor shall attempt to negotiate the resolution of all disputes between them in good faith. If the parties fail to resolve a dispute through negotiation, then the parties shall submit such

dispute(s) to non-binding mediation, to be conducted by a mediator mutually agreed upon by the parties or, in the absence of such agreement, appointed by the Knox County Superior Court. In the event the parties fail to resolve such dispute(s) by negotiation and mediation, then either party may commence a legal action in the Maine District Court in Rockland or the Knox County Superior Court. The parties hereby agree that such court shall have personal and subject matter jurisdiction over such unresolved dispute, and agree not to commence action against the other party in any other court, except in the instance of an appeal from any decision, order, and/or judgment of the Maine District Court in Rockland or Knox County Superior Court.

Dated: July 14, 2016

CITY OF ROCKLAND, MAINE:

A handwritten signature in black ink, appearing to read "Audra Caler-Bell", written over a horizontal line.

by: Audra Caler-Bell

its: Acting City Manager

SCHEDULE A – SCOPE OF WORK

- Disconnect 76 CMP owned light poles in order for CMP to remove them.
- Install 61 new City owned poles, light fixtures, and electrical receptacles and wire them (the electrical receptacles need to be wired and powered separately from the light fixtures).
- Install 6 light poles with ped crossing hardware.
- 9 light poles are being deleted the wiring shall be terminated in existing in ground junction boxes.
- Level all light poles using shims, no double nutting.
- Keep track of node id numbers in relation to pole number and physical location on corresponding map.
- Ensure that light fixture is orientated correctly (street side vs building side).
- Ensure that all electrical outlets are orientated on building side of light pole.
- Remove one street light and replace to an Led Cobra head fixture (Public Services will assist with City bucket truck).
- All poles, fixtures, pedestrian crossing hardware will be provided by the City of Rockland.
- All wiring to be provided by Electrician.
- If needed all digging and trenching shall be done by Rockland Public Services.
- Inside Pole, fixture, receptacle storage and assembly location will be provided.

SCHEDULE B – STATEMENT OF QUALIFICATIONS

- * Names and qualifications of principals and staff who will be assigned to perform the Work, a summary of their individual roles and responsibilities;
- * The firm's professional qualifications and relevant experience, including a list of projects of similar scope;
- * Bidder's capacity to complete the Work and deliver the Deliverables within the stated deadline(s), if any;

SCHEDULE C – EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. This statement must be notarized.

1. Name of Bidder.

2. Permanent main office address.

3. When organized.

4. Where incorporated.

5. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any.

6. State work of a similar nature to that stated in the Bid Proposal, including references that will assist the Owner to judge experience, skill and business standing:

7. Contracts on hand. (Schedule of these, showing gross amount of each contract and the approximate anticipated dates of completion.)

8. General character of work performed by your company.

9. Have you ever failed to complete any work awarded to you? ___ (No) ___ (Yes)

If yes, where and why?

10. Have you ever defaulted on a contract? ___ (No) ___ (Yes)

If yes, where and why?

11. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

12. List your major equipment available for this contract.

13. List your key personnel such as Project Superintendent and foremen available for this contract.

14. List any subcontractors whom you would expect to use and the general components of the Project for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.

15. Name and address of banking institutions with whom you do business.

Do you grant the City of Rockland permission to contact this (these) institutions?

(Yes) (No)

Dated at _____ this _____ day of _____ 2016

(Name of Bidder)

By: _____
Authorized Representative

Its: _____
Title

SCHEDULE D – STATEMENT OF
COMPLIANCE / DEVIATIONS FROM SPECIFICATIONS

The Bidder proposes the following deviations from the Specifications and/or the Drawings, which the Bidder represents and warrants as being fully equal or superior to the requirements of the Specifications and Drawings, for the reason(s) set forth fully below (attach additional sheets if necessary):

If there are no deviations from the Specifications and/or the Drawings, please state same.

I certify that the foregoing fully and completely describes each proposed deviation, if any, and the reasons why each deviation is fully equal or superior to those in specified in the Detailed Specifications.

DATE: _____, 2016

BIDDER: _____

By: _____

Its: _____

City of Rockland

OFFICIAL BID FORM

ELECTRICIAN SERVICES – MAIN STREET STREET LIGHTS

Date: _____, 2016 BIDDER'S NAME: _____

Ms. Audra Caler-Bell
Acting City Manager
City of Rockland
270 Pleasant Street
Rockland, ME 04841

Dear Ms. Caler-Bell:

In accordance with your Notice to Bidders and Bid Documents, all of which we recognize as forming a part hereof, we submit the following bid:

A. CONTRACT PRICE. The total contract price shall include everything required to fulfill the conditions of the Request for Proposals and Contract Documents within the stated time, including, but not limited to, the following: all labor, assembly, materials, equipment, fees, costs, insurance, manuals, training, transportation and delivery contemplated in these Contract Documents. The bidder shall state the total contract price in both figures and in words in the space provided below.

LUMP SUM BID PRICE: \$ _____

Stated in words: _____

(Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply.)

B. BIDDER INFORMATION. Please complete the following. Attach additional sheets as necessary.

Bidder Is:	A corporation _____ A partnership _____ Sole Proprietorship _____ Other: _____
Social Security No. or Federal I.D. No: (Submission is voluntary)	
Bidder's Name and Address:	
Name of Principal:	

Minimum Three References: (Provide Addresses and Phone Numbers)	
Telephone Number: Facsimile Number: e-mail Address:	

All sections above must be completed. All deviations must be fully explained in writing on the Statement of Compliance/Deviations from Specifications Form and attached to this Official Bid Form.

The City of Rockland reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the City, renegotiate any contract and waive any informality which does not compromise the actual bid.

Date: _____, 2016

BIDDER: _____
Signature

By: _____
Print

Its: _____
Title

ATTEST:

Company Clerk

[SEAL]

NOTE: WHEN FULLY EXECUTED, BID FORM AND OTHER CONTRACT DOCUMENTS REFERENCED IN INSTRUCTIONS TO BIDDERS SHALL SERVE AS CONTRACT

NOTICE OF AWARD:

The City accepts the above-stated bid and hereby gives Bidder notice that such Award is conditioned upon Bidder's execution of the completed Owner-Contractor Agreement, and submittal, in a form acceptable to the City, of the requisite Contract Payment Surety Bond

Date: _____, 2016

CITY OF ROCKLAND, MAINE:

by: Audra Caler-Bell
its: Acting City Manager

ATTEST:

Approved As To Form:

Stuart H. Sylvester, City Clerk

Kevin J. Beal, City Attorney

[SEAL]