

INVITATION FOR REQUEST FOR QUALIFICATIONS

AMITY REGIONAL SCHOOL DISTRICT #5

CENTRAL ADMINISTRATIVE OFFICE

25 NEWTON ROAD

WOODBIDGE, CONNECTICUT 06525

January 14, 2011

SPECIFICATIONS AND PROPOSAL FORM FOR

“ENERGY PROJECT”

ANY INQUIRIES CONCERNING THE SPECIFICATIONS

SHOULD BE DIRECTED TO:

DIRECTOR OF FACILITIES

(203) 397-4817

SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN

2:00 P.M., MONDAY, FEBRUARY 7, 2011

IN THE CENTRAL ADMINISTRATIVE OFFICE

MARK SEALED PROPOSAL ENVELOPE CLEARLY:

“ENERGY PROJECT”



SPECIFICATIONS AND INSTRUCTIONS

1. **Purpose:** The Contractor will efficiently provide its services at Amity Regional High School.

Amity remains responsible for insuring that the facilities are in conformance with state law and shall monitor the Contractor through periodic monitoring and reports. Amity retains control of the quality, and general nature of its facilities. Amity shall be assured by the Contractor that all federal, state and local regulations are being met in performing work under this contract.

2. **Contract:** The contract shall be for the period of July 1, 2010 through December 31, 2011. The contract will be subject to termination with sixty (60) written days notice by either party. A contract will be executed between Amity and Contractor. The contract shall include the request for proposal and attachments, and the Contractor's proposal as finally accepted.

3. **Contractor Eligibility:** The Contractor must submit appropriate evidence demonstrating the ability and the resources to provide the specified services at facilities of equal size. Submittal of this information must include a list of current contracts in operation in New England with total facilities size indicated and customers which have terminated your services in the past five (5) years must also be listed.

4. **Contractor Responsibility:** It is the responsibility of the Contractor to examine all provisions and visit each and every location where work is to be performed to become fully acquainted with the sites, problems, conditions, and other factors that pertain to the operation. No claim for relief due to mistakes or omissions will be entertained and each Contractor will be held to his proposal. Amity reserves the right to waive errors in proposals, to accept other than the low bidder, and reject any or all proposals at its discretion.

5. **Facilities and Equipment:** The Contractor shall provide all the necessary equipment.

6. **Fiscal Arrangements:** The Contractor shall keep and maintain accounting and billing records by the calendar month. Within fifteen (15) working days after the end of each month, Contractor will provide Amity with detailed invoice for all of its costs.

7. **Personnel:**
All personnel required to perform under the contract shall be the employees of the Contractor. Salaries and fringe benefits for such employees will be determined and provided solely by the Contractor. The Contractor will make available, staff which, in the opinion of Amity and the Contractor, is adequate for efficient



management and to provide and supervision. The Contractor will employ only persons acceptable to Amity. In the event that the personnel changes, Amity shall be promptly notified in writing. If the substituted person(s) is/are unacceptable to Amity, the Contractor shall have 30 days to find an acceptable person. If the Contractor fails to find suitable replacements, Amity may terminate the contract and obtain services from any other source it chooses.

8. **Health and Background Examinations:** The Contractor shall cause all of its employees to submit to periodic health examinations and background investigations at least as frequent and as stringent as required by law for school employees, and to submit satisfactory evidence of compliance to Amity.
9. **Discounts:** Buying and purchasing procedures will be according to state statutes and Amity policy and the Contractor will make every effort to take advantage of all trade discounts and rebates which shall be credited to the cost of operations. The Contractor will practice all feasible economies in the operation of Amity's facilities. No employee, official, manager, or representative of the Contractor shall accept gratuities or "kick-backs" of any sort. In the event of a violation, the personnel shall be immediately dismissed by the Contractor.
10. **Records, Certifications. Etc.:** The Contractor shall keep full and accurate accounts and records in connection with the services covered in this contract.

The Contractor will be totally and completely responsible for seeing that the operation is in complete conformity with all rules and regulations of the Connecticut Department of Education, Amity, and all other applicable Federal, State, and Local laws, codes or regulations. All assessments to Amity for noncompliance will be paid by the Contractor.

11. **Inventory:** Not applicable.
12. **General:** It will be strictly understood that the Contractor and its employees shall at no time bring upon the premises any alcoholic beverages for sale, gifts, or use in any manner whatsoever. No tobacco or drugs in any form are to be used by the Contractor or any of its employees on the premises.
13. **Award:** Award of contract will be to the Contractor that submits a proposal that is determined to be responsive to the invitation and most advantageous to Amity.
14. **INSURANCE:**
The successful Contractor will not commence work under the terms of the specifications until it has furnished a Certificate of Insurance to Amity showing that it has Contractor's Public Liability, Property Damage, and Workmen's Compensation insurance providing and including full coverage for all subcontractors, the Amity, its agents, and employees. The minimum limits are:



Property and Liability Coverage - \$1,000,000 per occurrence; Workers Compensation – Statutory Requirements. Insurance policies shall contain a day cancellation and/or modification clause with the requirements of a written notice by the insurance company to the Amity.

15. **Indemnity:**

The Contractor assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever to all persons, whether employees or otherwise, and to property arising out of or resulting from the services provided as herein set forth and provided for in the contract, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and said Contractor agrees to indemnify, defend and save harmless Amity, its agents, servants, and employees for and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for including, by way of example and not by way of limitation, any losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with or resulting from the use by the Contractor, its agents or employees, of any equipment, stock, appliance, implements, works, tools or machinery, or any other property owned, rented, borrowed by or assigned to the aforesaid Amity arising under any law whatever, which may be in effect in the locality in which the work is situated or otherwise.

16. **Subcontractors:**

Amity will recognize only the successful contractor for the proper execution of the entire work under the contract. The contract may not be assigned in whole or in part.

17. **MISCELLANEOUS:**

1. The selection of the Contractor to serve the needs of Amity is an important and complex task. It is recognized that there are probably many persons and/or entities that can provide the services and which would adequately meet these needs. Amity will exercise both objective and subjective rationale in the selection process. The Request for Qualifications is intended to provide interested parties with uniform information concerning the requirements for submitting proposals. In responding to this Request for Qualifications, proposal requirements and content format indicated herein must be adhered to. Failure to respond to all of the information requested may result in the disqualification of the proposal. The Contractor is free to suggest alternative program variations that would achieve Amity's objectives as stated above.
2. The submission of a proposal will be construed to mean that the respondent is fully informed as to the extent and character of Amity's



requirements, and the respondent represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with the specifications.

3. Once submitted, all proposals become the property of Amity, which reserves the right to reject any and all proposals. Proposals must be firm and may not be withdrawn for 90 days, or until Amity awards the contract, whichever comes first.
4. Amity shall not be liable for any costs incurred by respondents in preparing or submitting proposals.
5. Amity reserves the right to accept any item or group of items proposed in any proposal, unless the respondent qualifies its offer by specific limitation. Amity reserves the right to select a respondent who is not the lowest priced respondent as it deems in its best interest.
6. Amity reserves the right to reject any proposal, in whole or in part, and to waive technical defects, qualifications, irregularities, and omissions, if, in its sole judgment, the best interests of Amity will be served. Each proposal received within the required time frame will be evaluated individually by Amity. Each evaluation will come of necessity, consistent subjective judgments concerning each proposal.
7. Amity reserves the right to negotiate with any respondent regarding changes to the original proposal which may be deemed to be in the best interests of Amity.
8. In the event that such successful respondent fails to execute a contract within thirty (30) days after notification of award by Amity, Amity may cancel its action and reconsider other proposals or solicit new proposals.
9. Amity shall consider the successful Contractor to be the sole point of contact with regard to contractual matters including payment to performance of service by the Contractor, its agents and employees. The successful Contractor shall not be allowed to assign the contract nor delegate any responsibilities or duties to any third party without prior written consent of Amity.
10. If it becomes necessary to revise any part of this Request for Qualifications or otherwise provide additional information, an addendum will be issued by Amity and furnished to all prospective respondents who have received copies of this original Request for Qualifications.



Timetable and Review Process
RFQ for Amity Regional School District #5 Energy Project

Publish Legal Notice Send to Bidder's List	January 16, 2011
Bidder's Conference Mandatory	January 21, 2011, 10:00A.M.
RFQ responses due	February 7, 2011, 2:00P.M.
Review of Qualifications, Check References and Develop (RFP) Request for Proposal	February 7, 2011 through February 18, 2011
Publish Legal Notice for RFP	To be determined
Recommendation to full board	To be determined
Contract	As soon as possible after selection of RFP Vendor



BIDDER'S PROFILE SHEET

Subject of RFQ	Submission Due	Division	Date Issued
ENERGY PROJECT Amity Regional School District No. 5	Monday, 2:00PM February 7, 2011	Office of Finance and Administration	Friday, January 14, 2011

Complete Bidder Name (Trade Name/DBA)	Federal Employer Id Number/SSN
Bidder Address	
Contact Person's Name	Telephone Number
E-Mail Address	FAX Number

AFFIRMATION OF BIDDER

The undersigned Bidder affirms and declares:

- 1) That this proposal is executed and signed by said bidder with full knowledge and acceptance of the conditions as stated in the RFQ
- 2) That the services shall be delivered to the agency at the prices bid therein and within the timeframes as delineated in the RFQ.

The undersigned Bidder further affirms and declares that neither the Bidder and/or any company official nor any subcontractor to the Bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut, local governmental agencies including school districts or the U. S. Federal Government and that they are in full tax compliance with such.

() YES () NO

The undersigned Bidder further affirms and declares that neither the Bidder and/or any company official nor any subcontractor to the Bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States and that they are in full tax compliance with such.

() YES () NO

Written Signature of Person Authorized to Bind the Bidder Contractually	Date
Type or Print Name of Authorized Signature	Title of Signatory
Is your business a qualified vendor under CT state conservation programs? [] Yes [] No	
Have you performed similar projects at a minimum of (3) three municipalities in the last (2) two years? [] Yes [] No	
Have you implemented real-time metering & verification services? [] Yes [] No	
Is your business currently a DAS certified small business enterprise? [] Yes (Attach copy of certificate) [] No	
Did you include (3) three references? [] Yes [] No	
Are you a minority owned business? [] Yes [] No	
Women Owned	Black
Black & Hispanic	Aleutian & Eskimo
American Indian	Asian
	Hispanic



IF BIDDER
IS A
PARTNERSHIP

TYPE NAMES OF ALL PARTNERS

Name _____ Name _____
Name _____ Name _____
Name _____ Name _____
Name _____ Name _____

IF BIDDER IS A CORPORATION What is the authority of signatory to bind the Bidder contractually? (Please provide written cop

A Corporate Resolution Corporate By Laws Other

In which State are you incorporated?

COST OF BIDDER'S PROPOSAL: \$ _____

