

## Village of Malone

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343 West Main Street - Malone, NY 12953 ~ Phone: 518-483-4570 ~ Fax: 518-481-6737

### Request for Proposal Electrical Repair/Service Contract

The Village of Malone is soliciting proposals from qualified Licensed Electrical Contractors, certified in 3-phase systems, to provide as-needed electrical maintenance and repair services for Village of Malone facilities and electrical equipment, in accordance with the documents prepared by the Village of Malone.

All questions should be directed to the Village Clerk, Rebahka Scaccia, by phone at 518-483-4570 or by email at [rscaccia@villageofmalone-ny.com](mailto:rscaccia@villageofmalone-ny.com). The full Request for Proposal can be downloaded from the Village of Malone website at [www.villageofmalone-ny.com](http://www.villageofmalone-ny.com).

To submit a Request for Proposal, the submission must be sealed and plainly marked **“RFP for Electrical Repair/Service Contract” on the outside of the mailing envelope**, addressed to Village of Malone, 343 West Main Street, Malone, NY 12953. Proposals will be accepted until **2:00pm, Monday, December 13, 2021**.

The Village of Malone reserves the right to reject any or all Proposals.

Date: November 13, 2021

Rebahka Scaccia

Village Clerk

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### **VILLAGE OF MALONE REQUEST FOR PROPOSAL (RFP) ELECTRICAL REPAIR/SERVICES CONTRACT**

The Licensed Electrician, hereinafter referred to “Contractor,” will be required to perform services specified herein. The Contractor will be expected to enter into a service contract with the Village of Malone, hereinafter referred to as “Owner,” consistent with the terms of this RFP and Contractor’s submitted proposal.

During the course of a year, the Village of Malone requires electrical repair and services for its municipal facilities, including, but not limited to Village Administrative Offices, DPW Garage, Police Department, Wastewater Treatment Plant, Water Treatment Facility, Streetlights on Main Street/Parks and the Village Water Tower. Some work may be annually scheduled, and other work may be of an emergency nature. Service shall be provided by the Contractor on an as need basis. By seeking proposals from Contractors, the Village does not represent that it will utilize the successful bidder’s services any guaranteed number of times over the course of the year.

As part of the service contract, the Contractor will be required to meet the Insurance Requirements included with this RFP.

The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair, replace, and install existing and new electrical systems as required. Repair, replacement, removal and installation services provided by the Contractor shall comply with and conform to all applicable Federal, State and local regulations, laws and codes. The Village reserves the right to place out for bid or solicit quotes from other vendors for any job that is estimated to go over this amount.

The Contractor must comply with all local and state laws, rules, and regulations for an electrician; possess a valid State of New York Electrician’s License; and provide their state contractor licensing information.

The Village of Malone prefers that the Contractor be “on call” on a 24-hour basis for any emergency that may occur, including holidays. Response time to emergencies and routine requests is expected to be timely, and proposals will be reviewed based in part on the Contractor’s ability to provide such “on call” service and by written commitment to respond timely to both scheduled and emergency situations.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work requested to the extent that supplies, materials and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the Village of Malone. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.

The Contractor shall invoice the Village within 30 days of a completed service call at the rates agreed to in the contract. The Village shall make payment within 30 days of receipt of the invoice.

The Village of Malone shall retain the right to terminate the contract with seven (7) days' notice should the Contractor fail to perform work in a professional manner or perform the work within the demands and time constraints established by the Village of Malone. Failure to maintain an Electrician's License, stat contractor's license, and/or insurance coverage is grounds for immediate termination of the Contract. The Village reserves the right to utilize another electrician if Contractor fails to respond timely to an emergency.

The contract could be terminated upon mutual agreement between the Owner and the Contractor, provided that at least 30 days' notice is given by either party prior to termination.

Contractor will be required to indemnify the Village against all suits, claims, judgements, awards, loss, cost or expense (including attorney's fees without limitation) arising in any way out of Contractor's performance or non-performance of its obligations under the Service Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgement rendered against Owner in such action.

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### Request for Proposal Electrical Repair/Service Contract

#### **SUBMITTAL REQUIREMENTS**

Proposals shall include the following:

1. Completed Statement of Qualifications, included in this document.
2. Completed References form, containing at least three (3) professional references, including current contact name and phone number for similar contracts.
3. Complete Proposal Form, included in this document.
4. Copy of electrician's license for all electricians who may be assigned work under the contract.
5. Copy of State Contractor's license.

#### **EVALUATION CRITERIA**

Proposals will be evaluated using the following criteria:

1. Qualifications of bidding Contractor's electricians.
2. Contractor's reputation for timely, quality performance.
3. Rates
4. Contractor's willingness to commit to timely service.
5. Ability to provide 24-hour "on call" emergency service.

By submitting a proposal, the Contractor authorizes the Village to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation, including compliance with current Village ordinances. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The Village may, at its discretion, select a Contractor outright or select finalist(s) for interviews.

## **LENGTH OF SERVICE CONTRACT**

The Service Contract will remain in effect until one (1) year from the date of the award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one-year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

## **SELECTION**

Upon selection, the Contractor will receive a Service Contract and will be expected to execute the contract within ten (10) business days of receipt. A completed W-9 shall accompany the executed document.

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### **Request for Proposal Electrical Repair/Service Contract**

#### **STATEMENT OF QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary. **This section must be submitted with Proposal.**

1. Name of Contractor
2. Name of Business (if different than #1)
3. Form Entity
4. Permanent Main Office and Mailing address and pertinent contact information (phone, email etc)
5. When organized
6. Where organized
7. How many years have you been engaged in the Electrical Repair/Service business under your present name; also state names and dates of previous business names, if any.
8. In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation.
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.
10. Please identify the number of licensed electricians and helpers available to work under this contract:  
      \_\_\_\_\_ Number of electricians                      \_\_\_\_\_ Number of helpers
11. List the most important contracts entered into by the Contractor in the last year; identify contracting party and term of contract.
12. List your key personnel available for this contract.

The Village of Malone reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the Service Contract.

#### **NOTARY**

Contractor \_\_\_\_\_ of Business \_\_\_\_\_  
Hereby acknowledges that questions and statements contained in this document are true and correct.

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_

(Notary Stamp)

TITLE \_\_\_\_\_

**Village of Malone**

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**Request for Proposal  
Electrical Repair/Service Contract**

**REFERENCES**

**Reference #1**

Contact Name \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Fax \_\_\_\_\_

Contact Email \_\_\_\_\_

Other Information (describe):

**Reference #2**

Contact Name \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Fax \_\_\_\_\_

Contact Email \_\_\_\_\_

Other Information (describe):

**Reference #3**

Contact Name \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Fax \_\_\_\_\_

Contact Email \_\_\_\_\_

Other Information (describe):





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#### INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

#### Amount of Insurance

- A. Comprehensive General Liability: Bodily Injury or Property Damage - \$1,000,000 each occurrence and \$2,000,000 for general aggregate
- B. Automobile and Truck Liability: Bodily Injury or Property Damage - \$1,000,000 each occurrence and general aggregate

\*Umbrella Liability Coverage must be at least \$5,000,000.

#### Type of Insurance for Contractor

- A. Full Workers Comprehensive Insurance: Coverage for all people employed by the Contractor to perform work under this contract. This insurance shall be in the amount of \$500,000 for each accident, illness or disease or such other amount that may be required by the most current laws of the State of New York, whichever is greater.
- B. Comprehensive General Liability Insurance: Covering bodily injuries and property damage and including coverage for:
  - 1. Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private.
  - 2. Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed.
  - 3. Contractual liabilities related to bodily injury and property damage.
- C. Automobile and Truck Liability Insurance: Covering bodily injury and property damage relating to operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in conjunction with work under this contract.
- D. Product and Completed Operations Insurance: Coverage to be included in the amounts specified above for Comprehensive General Liability.

### **Evidence of Insurance**

The Village of Malone shall be listed as an Additional Insured on the certificates of insurance. The Contractor shall submit Certificates of Insurance to the Owner at the time of execution of the Service Contract.

Written notice shall be given to the Village of Malone at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified are in force for the specified period of the contract.