# **CITY OF COOS BAY**



Invitation to Bid For On Call Plumbing Services

The City of Coos Bay is soliciting bids to contract with up to two qualified licensed plumbing contractors to perform a full range of as needed on call plumbing services to City of Coos Bay buildings and facilities. The work may include installations, routine repairs and maintenance, service calls, supplies, and emergency services. The bids will remain subject to acceptance for 90 days after bid opening. All bids must provide for the services requested in the scope of work, comply with all provisions of this document as well as local and state laws, codes or regulations as they apply to plumbing contracting.

## SUBMISSION OF QUOTE

To receive consideration, bids must be submitted in accordance to the following instructions:

1. All bids shall be in a sealed envelope and delivered to the

City of Coos Bay <u>Public Works Department Office</u> 500 Central Avenue Coos Bay OR 97420

- 2. The envelope must be clearly marked "On Call Plumbing Services."
- 3. Submit three (3) copies of the proposal by 3:30 p.m. December 3, 2014.
- 4. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.
- 5. If you have any questions, please contact Randy Dixon, Public Works Operations Administrator, at 541-269-8918 or email <u>rdixon@coosbay.org</u>

#### **GENERAL INSTRUCTIONS**

The City of Coos Bay invites qualified contractors to submit bids for the On Call Plumbing Services. It is expected workmanship includes one year warranty. Bidders must submit a completed Bid Sheet found in this Invitation to Bid, and submit a minimum of three (3) references on forms provided in this ITB.

#### **BID REQUIREMENTS**

The successful bidder must be bonded or bondable and insured, must hold appropriate plumbing license from the State of Oregon, and must execute a contract with the City for as needed on call plumbing services.

#### **QUALIFICATION EVALUATION CRITERIA**

<u>Cost Proposal</u>: The cost component of each bid will be evaluated with respect to the probable cost to the City of doing business with each bidder; cost proposals will be evaluated for realism and reasonableness of the overall cost and individual cost element estimates.

#### **PROJECT INFORMATION**

Project Identification:	On Call Plumbing Services
Project Location:	City of Coos Bay buildings and facilities
Owner:	City of Coos Bay, 500 Central Ave, Coos Bay, OR 97420

#### **PROJECT REPRESENATIVES**

Randy Dixon, Public Works Operations Administrator Jim Hossley, Public Works Director

#### PROJECT SCOPE

The City of Coos Bay s is soliciting bids for up to two (2) experienced and licensed plumbing contractors to perform as needed on call plumbing repair and maintenance on City of Coos Bay buildings and facilities. This contract will be for a two year period.

The licensed plumber, hereinafter referred to as "Contractor," will be required to perform services specified herein. The Contractor will be expected to enter into a service contract with the City of Coos Bay, hereinafter referred to as "the City," consistent with the terms of this Invitation To Bid (ITB) and Contractor's submitted bid.

During the life of the contract, the City of Coos Bay will typically require plumbing repair and maintenance services for its municipal facilities including, but not limited to, City Hall, Visitor Information Center, Public Works shops, Parks buildings, Library, Fire Halls, Egyptian Theater, and museums. Some work is of a scheduled nature and other work is of an emergency nature. Service shall be provided by the Contractor on an as needed basis. By seeking bids from contractors, the City does not represent that it will utilize the successful bidders' services any guaranteed number of times over the life of the contract. The successful contractor(s) recognizes and acknowledges that the contractor(s) will not be employed as the exclusive contractor(s) or agent(s) to perform plumbing services. The City reserves the right to use non on-call plumbing contractors as it deems necessary.

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this ITB. The Contractor must comply with all local and State

laws, rules, and regulations for plumber; possess a valid State of Oregon Plumber's License; and provide their state contractor licensing information.

All routine, non-emergency plumbing services together with all emergency services will be initiated by the City using work order authorization to the contractor. The work order will include a scope of work. No work shall commence without a fully executed work order authorization signed by the City's management. If the Contractor and the City enter into a work order whose term expires on a date that is later than the date that the service contract expires, then the terms, conditions, and provisions of the service contract (together with any and all amendments and attachments thereto) shall automatically extend through and until the Contractor has fully performed all requirements of the work order.

The City requires that the Contractor be "on call" on a 24-hour basis with the ability to respond within one-hour, including holidays, for any emergency that may occur. 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 as 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 City of Coos Bay. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.

All job cost estimates must be prepared using prices established in the **Pricing** section. Billing invoices for completed jobs must use the prices established in the **Pricing** section and must show mark-up on materials. Copies of material invoices must be included with the billing invoices. Work order number must be included on the billing invoices along with work address and the name of the City representative responsible for the work. Changes and additions must be approved by City representative who authorized the original work order.

#### COMPLIANCE WITH RULES

Bidders responding to this ITB must follow its procedures and requirements; except as otherwise provided in the ITB, the applicable provisions or Oregon Administrative Rules shall apply where the City of Coos Bay Contract Rules do not address. Failure to comply with or complete any part of this ITB may result in rejection of your bid.

Mandatory Pre-Bid Meeting:	None
Bid Due:	3:30 p.m.; December 3, 2014
Bid Opening:	3:30 p.m.; December 3, 2014
City Council Award Bid	December 16, 2014
Contract Finalized:	December 30, 2014

#### SCHEDULE OF RQUEST FOR QUOTES

#### **BID WITHDRAWAL**

Any bid may be withdrawn at any time before the "Bid Due" date and time by providing a written request for the withdrawal to the Public Works Department. A duly authorized representative of the firm shall make the request. Withdrawal of a bid will not preclude the bidder from filing a new bid.

#### APPEALS

Bidders who disagree with the procurement process and wish to appeal the bid or the award of contract, may submit an appeal in writing to the City Manager's Office within five (5) business days of the bid due date.

Address: City of Coos Bay Rodger Craddock, City Manager 500 Central Avenue Coos Bay OR 97420

#### **OWNERSHIP OF DOCUMENTS**

Any material submitted by a bidder shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

#### CONFIDENTIALITY OF INFORMATION

All information and data furnished to a vendor by the City and all other documents to which the vendor's employees have access during the preparation and submittal of the bid shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

#### PUBLIC RECORD

All bids and information submitted by bidders are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all bids and information submitted by bidders will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

#### INDEMNITY

Vendor shall hold harmless, indemnify, and save the City, its officers, employees, and agents from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason or any act or omission of the vendor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts and other conduct.

### **EMPLOYMENT STATUS**

Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right to determine and modify the schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means and manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the City. Contractor shall be responsible for any federal or state taxes applicable to any compensation of payments paid to Contractor under this contract and, the City will not withhold form such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance, or workers compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

## INSURANCE

The Contractor shall maintain during the life of this contract the following minimum public liability and property damage insurance which shall protect the City and Contractor from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this contract, and the limit of liability for such insurance shall be as follows:

# Level 5 of insurance requirement (Construction contracts over \$50,000)

Commercial General Liability per occurrence *to include a Waiver of	1,000,000
Subrogation	
Umbrella/Excess Insurance per occurrence	\$2,000,000
Automobile Liability per occurrence	\$1,000,000
Workers' Compensation *to include a Waiver of Subrogation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$500,000
Builders Risk Insurance and Installation Floater	See Below

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

Coverage provided by the contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The Contractor shall provide certificates of coverage, including applicable endorsements, for such policies within ten (10) days of execution of the Contract. The City shall be named as an additional insured on the policy; provided, however, that each party shall be liable for injuries or claims arising solely out of that party's acts or omissions and no claim as an "additional insured" shall be made against the other party's carrier for injuries or claims solely from or arising out of that party's acts or omissions. There shall be no cancellation, material changes, reduction of limits, or intent not to renew the insurance coverage without 30 days written notice from the Contractor's insurers to the City.

## BID SHEET (page 1)

As work will be performed on publicly owned/operated structures, please note that <u>Prevailing</u> <u>Wages for both the State of Oregon and Coos County apply</u>. If your estimate for individual work orders exceeds \$50,000, the estimate must include a wage factor for apprentice hours (1 to 1,000) to be worked during the duration of the project. The full rate tables for both journey and apprentice can be found at:

<u>http://www.oregon.gov/boli/WHD/PWR/Pages/July\_2014\_Index.aspx</u> http://www.oregon.gov/boli/WHD/PWR/docs/October\_1\_2014\_Amendment.pdf

#### **Pricing**

Item	Unit	Master	Journeyman	Apprentice	Helper
Straight Time (M-F)	Per Hour				
8 a.m. – 5 p.m.					
Overtime (M-F)	Per Hour				
7 p.m. – 7 a.m.					
Saturdays and	Per Hour				
Sundays					
Holiday – City	Per Hour				
Observed					
Supplies,					
Materials, Parts	Mark-up	%			
	Percent				

Hourly rates charged for work ordered under this agreement will be:

*Copies of material invoices are to be included with billing statements.* 

#### **Trip Charges**

The City does not pay trip charges or travel time for non-emergency service work.

Emergency call-out trip charge, if any: \$\_\_\_\_\_

#### **Emergency Call-Out**

When the Contractor responds to an emergency call-out:

A minimum of (if any) \_\_\_\_\_\_hours of the assigned technician's applicable rate.

Maximum time to respond to emergency call-out, \_\_\_\_\_ minutes/hours.

*If emergency repairs require more than eight (8) hours, the Contractor will be expected to assign personnel to minimize overtime charges.* 

# BID SHEET (page 2)

**Contractor Contact and Signature:** 

СОМРАNY NAME:
ADDRESS:
CITY-STATE-ZIP:
PHONE:
FAX:
EMAIL:
Submitted by (the person legally authorized to bind company to this bid)

Print name of firm and signer

Signature

Date

# REFERENCES

Provide references for at least three (3) clients from the last five (5) years for plumbing services related to governmental, institutional, commercial, and/or industrial settings.

ORGANIZATION NAME	
CONTACT NAME	
PHONE	SERVICE DATES
ORGANIZATION NAME	
CONTACT NAME	
PHONE	SERVICE DATES
ORGANIZATION NAME	
CONTACT NAME	
PHONE	SERVICE DATES
TYPE OF WORK	
ORGANIZATION NAME	
CONTACT NAME	
	SERVICE DATES
ORGANIZATION NAME	
	SERVICE DATES
TYPE OF WORK	