



## CITY OF COOS BAY

### Invitation to Bid For **On-Call Electrical Services**

The City of Coos Bay is soliciting bids to contract with an experienced and licensed electrical contractor to perform as needed **On-Call Electrical Services** for repair and maintenance to City buildings and facilities. All bids must provide the services requested in the scope of work, comply with all provisions of this document, as well as Local, State and Coos County laws, codes or regulations as they apply to public buildings and electrical contracting.

#### **SUBMISSION OF QUOTE**

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

1. All quotes shall be in a sealed envelope and delivered to:  
City of Coos Bay  
**Public Works Department**  
500 Central Avenue  
Coos Bay OR 97420
2. The envelope must be clearly marked "**On-Call Electrical Services.**"
3. Submit three (3) copies of the proposal by **3:00 p.m. Wednesday, January 29, 2020.**
4. If you have any questions, please contact Randy Dixon at 541-269-8918 or email [rdixon@coosbay.org](mailto:rdixon@coosbay.org)
5. 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 bid it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.
6. The City of Coos Bay reserves the right to award one or more contracts resulting from this ITB.

#### **GENERAL INSTRUCTIONS**

The City of Coos Bay invites qualified contractors to submit bids for the **On-Call Electrical Services**. It is expected that workmanship include a one-year warranty; with product warranties submitted at the conclusion of the project.

#### **BID REQUIREMENTS**

1. The successful bidder must be bonded or bondable and insured, must hold appropriate Electrical license from the State of Oregon with a public works bond. The contractor must execute a contract with the City for the as needed **On-Call Electrical Services**.
2. All proposals must include a cover letter to the attention of the City Manager's Office signed by the person legally authorized to bind the applicant to its proposal. The cover letter must include the name of the firm, the names of partners/principals.

3. All bids shall include at least three references from the last five years for Electrical services related to governmental, institutional, commercial, and or industrial setting.

#### **QUALIFICATION EVALUATION CRITERIA**

**Cost Proposal:** 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 REPRESENTATIVES**

**Randy Dixon**, Public Works Operations Administrator

**Jim Hossley**, Public Works & Community Development Director

#### **PROJECT INFORMATION**

Project Identification: As Needed On-Call Electrical Services

Project Location: City of Coos Bay Buildings and Facilities

Owner: City of Coos Bay, 500 Central Ave., Coos Bay OR 97420

#### **PROJECT SCOPE**

Proposers 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.

The licensed electrician, 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 "Owner," 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 electrical repair and maintenance services for its municipal facilities including, but not limited to, City Hall, Visitor Information Center, Public Works shops, parks buildings and grounds, street lights, 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 recognizes and acknowledges that the contractor will not be employed as the exclusive contractor or agent to perform electrical services. The City reserves the right to use non-on-call electrical contractors as it deems necessary.

As part of the service contract, the 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 an electrician, possess a valid State of Oregon Electrician's License, and provide their state contractor licensing information. The Contractor shall continuously employ at least one full-time general supervising electrician.

All routine, non-emergency electrical 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 bids 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. 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 work address and the name of the City representative responsible for the work. Changes and additions must be approved by the 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 in any part of this ITB may result in rejection of your bid.

#### **SCHEDULE OF REQUEST FOR BIDS**

<b>Mandatory Pre-Bid Meeting:</b>	<b>None</b>
<b>Bid Due:</b>	<b>3:00 pm Wednesday, January 29, 2020</b>
<b>Bid Opening:</b>	<b>3:00 pm Wednesday, January 29, 2020</b>
<b>Council Work Session</b>	<b>February 11, 2020</b>
<b>Council Consideration of Award</b>	<b>February 18, 2020</b>
<b>Intent to Award</b>	<b>February 19, 2020</b>
<b>Award of Contract</b>	<b>February 26, 2020</b>

#### **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 Proposal.

#### **APPEALS**

Bidders who disagree with the procurement process and wish to appeal their bid or the award of contract, may submit the 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 is 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 from 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:

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.

### **Level 5 Insurance Requirements: Construction Contracts over \$50,000**

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

**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.**

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

As the work will be performed on publicly owned/operated structures, please note that Prevailing Wages for both the State of Oregon and Coos County apply, if your estimate for individual work orders exceeds \$50,000.

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

### **PRICING**

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

Item	Unit	Master	Journeyman	Apprentice	Helper
Straight Time (M-F) 8 a.m. – 5 p.m.	Per Hour	\$	\$	\$	\$
Overtime (M-F) 7 p.m. – 7 a.m.	Per Hour	\$	\$	\$	\$
Saturdays and Sundays	Per Hour	\$	\$	\$	\$
** Supplies, Materials, Parts	Mark-up percent				

\*\* Copies of material invoiced 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.

### **Submitted by (person legally authorized to bind company to bid)**

\_\_\_\_\_  
Print name of firm and signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date