

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services



Date of Issuance: June 1, 2016

I. Instructions to Bidders

A. **Due Date:**

1. Bids due no later than: 2:00pm, Thursday, June 16th, late bids will be rejected. There will not be a public opening.

B. **Submittal Location:**

1. Bids may be submitted to the City of Kennewick, Purchasing Division at:
414 East 10th Avenue, Kennewick, WA 99336
Bids Submitted by email are allowed to the following email address:
jon.correio@ci.kennewick.wa.us
Bids submitted by facsimile are not allowed.
2. It is the responsibility of the Bidder to ensure that its bid is received by the City of Kennewick by the deadline noted above, regardless of the method utilized by the Bidder to submit its bid. There will be no public opening of the bids, results will be provided to the bidders as soon as practical.

C. **Project bidding contact(s) including technical questions:**

All questions regarding this project should be directed to:
Jon Correio
Jon.correio@ci.kennewick.wa.us
Phone: 509.585.4308
Facsimile: 509.585.4407

- D. **Purpose:** The intent and purpose of these specifications is to describe **As Needed Facilities and Maintenance Electrical** in sufficient detail to select a Contractor or contractors to perform various industrial and commercial electrical work, projects, repairs and maintenance on City owned or operated properties (buildings, grounds, equipment, machinery and right of way). The work will include budgeted projects, repair(s) and maintenance work that are currently planned and/or may become necessary during the term of the Contract due to emergency or changing needs. The contractor(s) awarded a contract will complete on an as-needed basis individual work tasks issued by Work Order or Purchase Order. The work contemplated under this contract is considered Public Works and subject to the requirements of State laws for prevailing wage, bonding, retainage, e-verify and insurance. All labor and materials shall be included on the bid form as specified and agreed to, and shall conform in strength, quality of workmanship and material to that which is specified and/or to that which is usually provided in the trade in general. Any

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

It is anticipated that the annual dollar volume for this work will be approximately \$25,000 annually, but may fluctuate depending on budget, projects scheduled and need. The initial award will be for one (1) year with options for annual renewals of up to four (4) additional years.

E. Pre-Bid Meeting: A pre-bid meeting will be not be held.

F. Bid Bond:

1. **A bid bond is not required.**

II. GENERAL INFORMATION

A. Cooperative Purchasing:

1. The Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices therein if all parties agree. The City of Kennewick does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

B. Contracting Agency and Point of Contact:

This Bid is issued by the City of Kennewick, all contacts pertaining to this solicitation with other City employees or other personnel performing official business for the City shall be through the individual(s) listed in section I.C.. Violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of a Bidder.

C. Best Modern Practices:

1. All work, including design, shall be performed and completed in accordance with the best modern practices, codes and regulations, further no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

D. Exceptions:

1. Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on the bid form or on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder. Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment, product or service that would give an individual bidder who is offering a lesser item a distinct advantage.

E. More or Less:

1. Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

F. Contract Term:

1. The period of this contract shall be for a period of one year from its effective date. The City may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving sixty (60) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect on a month to month basis, without written confirmation, unless the City provides notice of the intention to not renew.

G. Pricing and Discount:

1. Unit Prices shall reflect any discounts available to the City as a governmental unit or otherwise.
2. Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.
3. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award. Any increase proposed shall be submitted to Purchasing, sixty (60) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

H. Price Increases:

1. Pricing shall be prepared with the following terms. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager. Prices shall remain firm for the first twelve month period of the contract.
2. Requests for Rate Increases must be delivered to Purchasing, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.
3. Documented proof of increased costs to Contractor must be provided with the price increase request (e.g. annual prevailing wage rate adjustments). If approved, rates shall remain firm for 365 days from date of increase. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

I. Expansion Clause:

1. It is the intent of these specifications to provide a concept of the complete scope of the work anticipated. In the event additional work not originally considered which is

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

within the same general scope of the contract is identified the resultant contract may be further expanded by the City in writing to include any other item or service normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s).

J. Regulations, Codes and Permits:

1. To the extent applicable, all work, equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.
2. Compliance with but not limited to all State and Local building codes, Benton County Clean Air Authority regulations, Washington State Department of Labor and Industries & current Uniform Building Code (UBC). In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.
3. The Contractor must obtain, schedule and purchase all required permits, licenses and inspections required for all phases of this work unless otherwise directed by the City. All required inspections shall be the responsibility of the Contractor, and as such scheduled by the Contractor. Final acceptance and payment will not be made until all required approvals are obtained.
4. The Contractor must obtain and maintain a City of Kennewick Business license.

K. Payments:

1. Vendor is to submit properly completed invoice(s) to:
City of Kennewick
Accounts Payable
PO Box 6108
Kennewick, WA 99336
2. To insure Prompt payment each invoice shall include the Following:
 - a) Purchase Order #/Work Order;
 - b) Contract Number;
 - c) Description of items/work completed with unit and total prices.

L. Acceptance of Terms:

1. Acceptance of a City Purchase Order (PO) or Work Order (WO) for any units affiliated with this Bid constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in the Bid, the Contract and any project specific requirements included on the Purchase Order.

M. Clarifications and/or Revisions to Specifications and Requirements:

1. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify Purchasing of such concern and request modification or clarification of the Bid document.
2. Any questions, exceptions, or additions concerning the subject matter of the Bid document(s) shall not be considered unless submitted via e-mail (no phone calls) to the individual listed in section I.C. a minimum of three (3) days prior to the submittal due date.

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

3. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this Bid, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All addenda are posted on www.go2kennewick.com or sent directly to all interested parties originally solicited from the Small Works Roster.

4. If any requirements of the Bid are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

N. Incurring Costs:

1. The City is not liable for any cost incurred by a Bidder in the process of responding to this Bid, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this Bid.

O. No obligation to Contract:

1. This Bid does not obligate the City to contract for the work, service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this Bid in whole or in part, for any reason. Services being bid by the City are nonexclusive in nature, and may be awarded to other Contractors at the sole discretion of the City. The Owner does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Owner shall guarantee a specific quantity or dollar amount may be disqualified (e.g. “all-or-none”.)

P. Retention of Rights:

1. The Owner retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid.
2. All Bids become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

Q. Points Not Addressed:

1. Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

R. Force Majeure:

1. Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

S. Other City Departments/Like Items Added:

1. At any time during the term of this contract, or any extension thereof, other City departments may be served under these same terms and conditions. Additional like items may be added at the request of the City.

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

T. Services Purchased from Different Vendor:

1. Should the contracted vendor be unable to or refuse to supply services, on any given day, against this predetermined response time or schedule to which the Contractor has agreed, then the project may be passed to the next available Contractor. The City will have the responsibility to coordinate work with the replacement contractor. Repeated incidents of no response may be subject for termination of contract.

U. Delays:

1. Contractor shall not, however, be responsible for delays in delivery due to:
 - a) Unavoidable mechanical breakdowns;
 - b) Strikes;
 - c) Inability to secure component materials;
 - d) Acts of God;
 - e) Fire.

Provided the Individual(s) listed in section I.C. is notified in writing by the contracted vendor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

V. Termination for Convenience:

1. This contract may be terminated by either party by giving sixty (60) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

W. Termination for Cause:

1. The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

X. Re-Award:

1. When the contract is terminated by the vendor upon 60 days notice as herein provided, the City, may re-award the contract to the next most responsible bidder. When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

Y. Errors and Omissions:

1. The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

Z. Changes:

1. Any proposed change in this contract shall be submitted in writing to the individual listed in section I.C. for prior approval. If approved, the individual will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

AA. Assignment:

1. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

BB. Venue:

1. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City, County of Benton. This Agreement shall be governed by the laws of the State of Washington.

III. PREPARING AND SUBMITTING A BID

A. General Instructions:

1. The evaluation and selection of a Bidder will be based on the information submitted in the Bid and will be awarded to the lowest responsive and responsible bidder. Failure to respond to each of the requirements in the Bid may be basis for rejecting a Bid.

B. Submitting a Bid:

1. Bidders shall submit one original. Bids are not to be considered confidential per Washington Public Disclosure Act (RCW 42.556 et seq.) All sections of the response shall be made available to the public after contract award.
2. Bids shall be received no later than the date and time required in this invitation to bid. Late bids will not be accepted or evaluated and will be returned to the bidder unless it can be proven that the Bid was in the hands of a third party package delivery company and should have been delivered on time, thus showing no advantage over other bidders.

C. Withdrawal of Bids:

1. After bid due date and time, bids shall be irrevocable until contract award unless the bid is withdrawn. Bidders may withdraw or supplement a Bid in writing at any time up to the Bid closing date and time if received by the Buyer listed in this document. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the Buyer. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

1. All Bids shall be evaluated against the same standards. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory and supplemental requirements.

B. Bid Evaluation/Award of Contract:

1. The City reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

- a) The award of the Contract will be made within sixty days after the opening of the proposals.
- b) For purposes of comparison, analysis of the bids received shall be considered on the basis of extended unit cost of possible service and material items for schedule 1 or any combination deemed to be in the best interest and at the sole discretion of the City.
- c) Company experience level, qualifications, and past performance are important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement shall be completed and enclosed with bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.
- d) The City will choose a company who demonstrates the best combination of price, skill, professionalism and prior experience with facilities electrical work.
- e) Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The City of Kennewick reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.
- f) Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work is to be done; and the successful Bidder must employ, as far as possible, methods and means for carrying out this work to eliminate any interference or interruption of any other contracts. After submissions of the proposal, no complaints or claims construing misunderstanding in regard to the content of the Owner or the estimated quantities of work to be done will be accepted.
- g) The Drawings and/or Specifications are intended to supplement each other and any details contained in one and not the other shall be included as if contained in both. Items not specifically mentioned in the specifications or noted on the drawings necessary to complete the project are considered incidental to the project and shall be included in the contract bid / lump sum price.

C. Mandatory Bidder Responsibility Criteria:

1. It is the intent of Owner to award a contract to the low responsible bidder. Before award, pursuant to RCW 39.04.350 the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:
 - a) Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
 - b) Have a current Washington Unified Business Identifier (UBI) number;
 - c) If applicable:
 - (1) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - (2) Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - (3) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

- d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), or be suspended or debarred from working on a federally funded project according to the federal website www.sam.gov.
2. Per RCW 39.06.020, a contractor must verify that all subcontractors of any tier meet minimum qualifications and that they are also licensed as an electrical contractor or elevator contractor if required.

D. Supplemental Responsibility Criteria:

1. Bidders will be evaluated on displayed competency in facilities electrical work as shown by providing three (3) verifiable facilities electrical projects for a municipality or political subdivision within the last 5 years.

V. SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this Bid. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Consideration:

1. The City agrees to compensate the CONTRACTOR at the rates as listed pursuant to this Agreement. There shall be no travel time, fuel, trip or environmental costs added to the invoices. Time charged shall be from the time CONTRACTOR arrives at the work site. Estimates and informational meetings with owner shall also be included at no additional cost. CONTRACTOR shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for service calls that are made by staff unqualified to complete needed repairs. Service requests will have a minimum billable time of one hour. CONTRACTOR shall submit satisfactory documentation/invoice evidencing said services to the designated City agent or his/her representative on a monthly basis. The City shall make payment to CONTRACTOR within thirty (30) calendar days upon receipt of the documentation/invoice. All payments are expressly conditioned upon CONTRACTOR providing services hereunder that are deemed satisfactory by the City.

B. Public Disclosure:

1. The parties to this Contract understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this Contract and/or for documents and/or materials provided to the City under this Contract, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Contractor if it receives such a public records request and the date the City plans to release the records. If the Contractor fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Contractor shall be deemed to have given the City full authority to release the records on the date specified, and the Contractor understands it has thereby given up all rights to challenge the disclosure in any forum.

C. Indemnification and Hold Harmless:

1. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

D. Insurance:

1. Prior to issuance of a notice to proceed, the Contractor must furnish the City with a certificate of insurance meeting the following provisions. All insurance policies shall name the City of Kennewick as additional insured. The City of Kennewick shall be additional insured for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

2. The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

- a) An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- b) Copies of all endorsements naming the City of Kennewick as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- c) Any other amendatory endorsements to show the coverage required herein.

3. Coverages and Limits

- a) The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- b) Commercial General Liability
 - (1) A policy of Commercial General Liability Insurance, including:
 - Per project aggregate

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers’ Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor’s work under this Contract includes exposure to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offense

- c) Stop Gap / Employer’s Liability
\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

- d) Automobile Liability

Automobile Liability for owned, con-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:
\$1,000,000 combined single limit.

E. E-verify Requirements for Contractors

1. The contractor and any subcontractors who enter into agreements to provide services or products to the City shall comply with and use the Department of Homeland Security’s E-Verify system when hiring new employees for the term of the contract. Requirements are posted on the City’s webpage at: go2kennewick.com and located by searching for “Standard Specifications Manual” – see Information to Bidders Section 18.

F. Prevailing Wages:

1. The Contractor will comply with all provisions of Chapter 39.12 RCW – Prevailing Wages
2. RCW 39.12.010 – The Prevailing Rate of Wage. Contact the Department of Labor and Industries (L&I), to confirm the current prevailing wage rate for applicable workers on this particular contract.
3. RCW 39.12.040 – Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approve by L&I. Following final acceptance of work, and before any final money is disbursed, each contractor and

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

subcontractor must submit to the awarding agency an Affidavit of Wages Paid, certified by L&I.

4. RCW 39.12.070 – Fees Authorized for Approval Certification and Arbitrations. Any fees charged by L&I for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor.

5. The State of Washington prevailing wage rates applicable for the work under this contract work, which is located in Benton County, may be found at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/>.

6. Work under this contract can generally be classified into two categories:

a) That which is ongoing in nature and considered maintenance or operations , such as component failure.

b) Work that is, in whole or part, a specific project or a “call-out”, including budgeted improvements Citywide.

c) For the work classified in item a) Intent of Wages Paid shall be filed at the beginning of the contract term and Affidavits of Wages Paid filed at the end of each contract year.

d) For the work classified in item b) an Intent and Affidavit of Wages Paid must be filed for each individual project or “call-out”. The affidavit must list the purchase order or work order, contract and specific location of the project. The City will accept the combined Intent/Affidavit form (available from the City) for projects or “call-outs” under \$2,500 (including tax) if no subcontractors were used. This form is submitted to the City.

G. Status of Contractor:

1. CONTRACTOR and the City understand and expressly agree that CONTRACTOR is an independent CONTRACTOR in the performance of each and every part of this Agreement. The CONTRACTOR, as an independent CONTRACTOR, assumes the entire responsibility for carrying out and accomplishing the work/services required under this Agreement. CONTRACTOR and its officers, employees, agents, instructors, and subcontractors shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement.

H. Taxes and Assessments:

1. CONTRACTOR shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement; CONTRACTOR shall pay the same before it becomes due.

I. No Insurance Provided by City:

1. It is understood the City does not maintain liability insurance for CONTRACTOR and/or its officers, employees, agents, instructors, and/or subcontractors.

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

J. Payment, Performance and Retainage Bonds:

1. For work awarded that is maintenance, no bond is required. For each specific project or “call out” that is valued at \$35,000 (including 8.6% sales tax) or more, a payment and performance bond is required and a retainage bond will be required. For each specific project or “call out” less than \$35,000 the contractor can post a bond or elect to receive 50% payment upon acceptance of the work and 50% payment after 45 days from final acceptance and all releases from the State have been received, whichever is later. For specific projects and “call outs” under \$2,500, payment will be made at project completion.

K. Where no meter or disconnect is available at work locations, Benton PUD must be contacted to coordinate power shut off and turn on at work locations. The City must be also be notified at least 48 hours in advance of, and approve of, power shut off and turn on requests submitted to Benton PUD to facilitate possible customer service coordination. In no instance will power off status of a location be longer than 6 hours, unless approved by the City.

L. Installation, repair and replacement of conduit and circuits may involve trenching, concrete, asphalt and carpentry related work, at the discretion of the City.

M. It is possible that the City will have stock parts and/or purchased parts available for use by the contractor for certain repairs, replacement and project installation purposes, all other materials incidental to the work will be the responsibility of the Contractor. The City may have Contractor procure and install items if convenient for the City.

VI. SCOPE OF WORK AND GENERAL INFORMATION

A. Normal Business Hours: Scheduled service, maintenance and repairs shall typically occur during the business hours of 7:00 am to 5:00 pm Monday – Friday, with a response time of 48 hours from notification of the Contractor.

B. Outside Normal Business Hours: Service, maintenance and repairs occurring during the hours after 5:00 pm and before 7:00 am, Monday – Friday, weekends, and holidays, with a response time of 4 hours from notification of the Contractor.

C. Emergency service with one hour response time from notification of the Contractor, on a 24 hour, 7 days per week basis.

D. Facilities location business hours are:

- City Pool is open weekdays from 7:00 am to 8:00 pm, Saturdays from 8:00 am to 8:00 pm and Sundays noon to 4:00 pm (summer season only.) Pool season is May-October. Off-season months hours of operation/maintenance 7:00 am to 4:00 pm Monday-Friday.

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

- Southridge Sports Complex is an active facility on Weekdays from 7:00 am to 9:00 pm. Saturdays from 7:00 am to 5:00 pm, and on Sundays from noon to 5:00 pm.
- City Hall and City adjacent buildings (senior center and museum) open 8:00 am – 5:00 pm Monday -Friday.
- Police Department is open 8:30 am to 4:30 pm Monday – Friday.
- Frost Municipal Services Campus is open 7:00 am to 4:30 pm Monday-Friday.
- Community Park Restrooms are open 6:00 am to 10:00 pm, seven days a week.
- Fire Stations are open or in service 24 hours a day/seven days a week.
- Outdoor Sport Complexes, hours to be coordinated with Maintenance Coordinator.

E. Examples of the work include but are not limited to the following:

1. SCHEDULE 1 – AS NEEDED FACILITIES AND MAINTENANCE ELECTRICAL SERVICES

Inspection, troubleshooting, repair and replacement of the following types of items and equipment:

- Indoor and outdoor light ballasts and fixtures, exit signs, emergency lighting, single and three phase operation
- Light switches and receptacles, indoor and outdoor, and ground fault interrupters (GFI)
- Photo cells
- Low voltage (less than 50VDC) Information Technology (IT), audio and video
- Food service related, including stove, microwave, refrigerator and ventilation hoods
- Water heaters
- HVAC, including wall, baseboard and ceiling
- Restroom hand dryers and flush controllers
- Ceiling and exhaust fans
- Security locks, gates, garage door motors
- Backup generators
- Pump motors and control panels, single and three phase operation
- Controls, low and high voltage (greater than 50VDC)
- Boilers and water heaters
- Irrigation pumps and controls, single and three phase operation
- Lighting control timers
- Conduit installation (including trenching), circuit installation and repair
- Sports complex and ball field lighting and scoreboards
- Gazebo and vendor area lighting
- Pressure switch controls installation and repair
- Power distribution electrical boxes

The City will consider contractor hourly rates for services during normal business hours, mark up rates for subcontractor services and materials for work on projects

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

that may arise during the contract period. Contractors will be informed of project specific details as they become available and will be requested to provide a project estimate to the City. When providing project estimates, the Contractor must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in the project request.

VII. TECHNICAL SPECIFICATIONS

The Bidder must provide a response to the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

- Y – Yes.** The Respondent’s proposed product/service currently satisfies the entire requirement and the proposed system will completely support the requirement.
- N – No.** The Respondent’s product/service does not currently satisfy the entire requirement, and the Respondent’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product/service partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Respondent’s product/service does not currently satisfy the requirement, but the bidder commits that the delivered base product/service will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent’s base products.

Note that, though some of the following Technical specifications may be answered with a Y or N, the Respondents are encouraged to provide further detail where such detail might differentiate their products and services from those of their competitors or where such detail might assist in analysis of the Bid.

A. Technical Specification Analysis:

1. Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the bidder’s proposal. Failure to do so will be cause for rejection of said proposal.

B. Bidder shall check “YES” if they do comply 100% with that particular specification, or “NO” if they do not. If “NO” is checked, bidder must explain in the “COMMENTS” column on the right how their specification deviates. Checking “NO” on any item will not necessarily disallow bidders bid. The City shall be the sole judge as to whether an exception is acceptable or not.

C. Scope of Work, the Contractor shall provide the City with As Needed Facilities and Maintenance Electrical Services, as directed by the City and/or his/her designee. The City in its

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

entirety shall be covered under this contract. In addition to all other terms and conditions of this Agreement, all work shall be performed in accordance with the following conditions:

Item No.	Specification	Yes	No	Comments
A	General			
A1	It is mandatory that all work shall be done in compliance with the current federal, state and local electrical codes.			
A2	The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor on these calls shall be included in the proposal. Response time by the Contractor shall be within forty-eight (48) hours for normal business hours requests, four (4) hours for after hours, non-emergency requests, and one (1) hour for emergency requests.			
A3	Under emergency conditions (as determined by the City or his/her designee), a journey level electrician shall be available on a twenty-four (24) hour basis. The CONTRACTOR shall provide the City with telephone number(s) at which the CONTRACTOR can be reached on a twenty-four (24) hour basis. The CONTRACTOR shall arrive at the designated work site, ready to work, within one (1) hours of receiving notification from the City. The CONTRACTOR shall give absolute preference to work requested by the City under emergency conditions. Under these conditions, outside normal business hours/emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 5:01 pm & 7am shall be charged at outside normal business hours or emergency rates.			
A4	The Contractor shall be responsible to maintain a clean and safe worksite at all times. All work provided under this Contract are to be performed safely & in accordance with all applicable federal, state, & local laws & regulations.			
A5	The Contractor shall provide full-service on-call electrical maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility electrical maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City representative, all aspects of the electrical systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's electrical maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.			

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

A6	Manufacturer's instructions: All materials & equipment shall be applied, installed, connected, erected, used, cleaned, & conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.			
A7	City of Kennewick Standard Specifications [if applicable] Except where provided and modified by these specifications, the work under this contract will be governed by the latest edition of the City of Kennewick Standard Specifications and Details prepared by the City of Kennewick, except as herein modified. The City of Kennewick Standard Specifications utilizes the WSDOT Standard Specifications as provided for in Section 1-3 of the City Standards.			
A8	The Contractor will conduct operations as to offer the least possible obstruction & inconvenience to employees and the public, & shall have under construction no greater length or amount of work than can be performed with due regard to employees and the rights of the public. The Contractor will provide & maintain such fences, barriers, directional signs, lights, & flag persons as are necessary to give adequate warning to employees and the public at all times of any dangerous conditions to be encountered as a result of the work & to give directions to the public.			
A9	Protection of existing utilities 1. Identification & location of all underground utilities are the responsibility of the Contractor. The Contractor shall: a. Call the One Call number (1-800-424-5555) to notify all utilities of any excavation. b. Notify the Owner in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe & continuous operation of the service. b. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately. c. In the event utilities are damaged during construction, temporary services &/or repairs must be made immediately, at the Contractor's expense, to maintain continuity or services.			
A10	The City has the right to modify or suspend any work assignment due to adverse weather conditions or any other reasons at no cost to the City.			
A11	The City reserves the right to contact & utilize additional contractors at any time for any reason.			
A12	The contractor shall warrant to the Owner & guarantee the work under this contract against defective			

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

	workmanship & materials for a period of one year commencing on the date of final acceptance of the work.			
A13	Execute all operations and provide a safe work environment in accordance to OSHA and Labor & Industries standards and regulations. The requirement applies to all Contractor personnel, associated subcontractors, working in other trades, jobsite visitors and City staff working at the site. Contractor shall obey all applicable and current OSHA/WISHA, Labor and Industries Construction, General Health and Safety and General Occupational Health Standards (WAC 296-24, 296-62 and 296-155); and provide all necessary Fall Protection and Fall Arrest safety compliance equipment or plans and conduct any monitoring or physical testing equipment needed during the course of this project.			
A14	Owner/Operators: While it is understood that owner/operators are not required to follow the same safety rules administered by the Department of Labor & Industries, by submission of a bid, it shall be expressly understood that due care shall be exercised at all times to maintain a safe environment. Anytime an owner/operator hires an employee, the employee shall be required to follow all pertinent safety rules. Owner/operators are still required to maintain the proper certificates of insurance in full force & effect & the City shall be held harmless of any liability whatsoever that could result from injuries, property damage, etc.			
A15	The City or his/her designee may order that the CONTRACTOR stop work whenever any safety violation is observed &/or evidenced. The CONTRACTOR shall comply with the stop work order & shall not resume work until the safety violation is corrected to the satisfaction of the City or his/her designee. The CONTRACTOR shall not be entitled to any compensation for time during the period of the stop work order.			
A16	The contractor must take whatever steps, procedures or means as are required to prevent abnormal dust & debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.			
A17	All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris & garbage daily. Specific areas are adjacent buildings, walkways & parking areas. Project waste shall be disposed of at a Contractor furnished waste site			
A18	The Contractor shall call/notify the City of Kennewick regarding any conflict or concern with existing site improvements. The Contractor is to proceed with the intent of maintaining existing structures, fences, curbs and other improvements. Any damage to existing improvements must be replaced to original condition and per COK standards as part of this project and shall be the responsibility of the Contractor.			

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

B	Contractor's use of Premises			
This Section applies to situations in which the Contractor or his representatives including, but not limited to, suppliers, subcontractor's, employees, & field engineers, enter upon the Owner's property.				
B1	<p>Truck & equipment access:</p> <ol style="list-style-type: none"> 1. To avoid traffic conflict with vehicles of the Owner's employees & customers, the Public & to avoid overloading of streets & driveways elsewhere on the Owner's property or right of ways, limit the access of trucks & equipment to the route as approved by the City. 2. Provide adequate protection for curbs & sidewalks over which trucks & equipment pass to reach the job site. 			
B2	<p>Contractor's vehicles:</p> <ol style="list-style-type: none"> 1. Require Contractor & employee's vehicles & all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only the access route approved by the Owner. 2. Do not permit such vehicles to park on any street or other area of the Owner's property except in an area approved by the Owner. 3. Contractor shall use signing, barricades and cones to show work or intrusion into the sidewalk or roadway and is required to follow proper traffic control set-up as shown in the 2009 MUTCD and City of Kennewick standard specification details in section 7. 			
B3	<p>The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors will remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they are found.</p>			
C	Equipment & Labor			
C1	<p>Contractor shall provide all labor, equipment, materials, & other supplies necessary to safely & effectively accomplish all services required under this Agreement. Such labor & equipment shall include, but not be limited to, the following:</p>			
C2	<p>Contractor will provide a roster and license status for personnel to perform work for City prior to award of final contract.</p>			
C3	<p>One journey level electrician response crew</p>			
C4	<p>Two journey level electrician response crew</p>			
C5	<p>Standard service truck or van</p>			
C6	<p>Bucket truck</p>			
C7	<p>High lift or "digger derrick" truck (owned)</p>			
C8	<p>High lift or "digger derrick" truck (rented)</p>			

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

VIII. BID FORM

The undersigned hereby certifies that he/she has personally examined the location and construction detail of work as outlined on the plans and specifications for this project and has read and thoroughly understands the plans and specifications and contract governing the work embraced in the improvements and the method by which payment will be made for work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

(Note: Unit prices for all items, all extensions and total amount of bid must be shown.)

SCHEDULE 1 – FACILITIES AND MAINTENANCE ELECTRICAL SERVICES

Item No.	Description	Estimated Annual Qty	Unit	Price Per Unit	Total Price (without tax)
a) NORMAL BUSINESS HOURS					
1	Service call, one journey electrician crew. Standard truck or van.	80	Hr Rate		
2	Rate for each additional journey electrician. Standard truck or van.	30	Hr Rate		
3	Rate for each apprentice electrician. Standard truck or van.	20	Hr Rate		
4	Mark up on subcontractor services	\$3000	Percent		
5	Mark up on project materials	\$4000	Percent		
6	Additional Charge for Bucket Truck	10	Hr Rate		
7	Additional Charge for High Lift Truck	5	Hr Rate		
b) OUTSIDE NORMAL BUSINESS HOURS (4 HOUR RESPONSE TIME)					
8	Service call, one journey electrician crew. Standard truck or van.	20	Hr Rate		
9	Rate for each additional journey electrician. Standard truck or van.	20	Hr Rate		
10	Rate for each apprentice electrician. Standard truck or van.	5	Hr Rate		
11	Additional Charge for Bucket Truck	5	Hr Rate		
12	Additional Charge for High Lift Truck	1	Hr Rate		
c) EMERGENCY RESPONSE SERVICE (1 HOUR RESPONSE TIME)					
13	Service call, one journey electrician crew. Standard truck or van.	20	Hr Rate		
14	Rate for each additional journey electrician. Standard truck or van.	10	Hr Rate		
15	Rate for each apprentice electrician. Standard truck or van.	5	Hr Rate		
16	Additional Charge for Bucket Truck	10	Hr Rate		
17	Additional Charge for High Lift Truck	2	Hr Rate		
SUBTOTAL OF SCHEDULE 1 BID ITEMS BEFORE TAX					
SALES TAX (8.6%)					
TOTAL OF SCHEDULE 1 BID ITEMS					
18	Intent/Affidavit of Wages Paid filing fee (as required)	2	Each	\$40.00	\$80.00

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

The undersigned hereby agrees that all material furnished and all work performed shall be strictly in accordance with the specifications herein and/or as directed by the City and the City shall determine the amount of work and materials to be paid for under the contract for which this proposal is made.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account Number is: _____

Contractor's License Registration Number is: _____

Contractor's State Revenue Tax Number is: _____

Contractor's UBI Number is: _____

The undersigned acknowledges receipt of the following addendum(s) no(s) ____ through ____ .

Contracting Firm _____

Phone # _____

The signing of the proposal will be considered as implicitly denoting that the Bidder has a thorough comprehension of the full intent and scope of the specifications and/or drawings.

By _____ Date _____
Signature and Printed Name

IX. VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Bid Proposal. **Failure to submit this form fully complete, may result in disqualification of Bid Proposal.**

VENDOR INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President Name: _____

Federal EIN No. _____

Phone () _____

Fax () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip _____

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

Physical Address _____

City _____ State _____ Zip _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? This does not include owners of stock if your firm is a publicly traded corporation.

YES: _____ NO: _____

Please explain: _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?

YES: _____ NO: _____

Please explain: _____

The bidder as a contractor has never failed to satisfactorily perform a contract awarded to him expect as follows: (Name of any and all exceptions and reasons thereof)

YES: _____ NO: _____

Please explain: _____

EXPERIENCE

Contractor must have at least five (5) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

Phone: _____ Contact Person: _____

2. Location and for whom performed:

Phone: _____ Contact Person: _____

3. Location and for whom performed:

Phone: _____ Contact Person: _____

4. Technician(s) must have at least two (2) years experience in this field of work. Please provide experience details for technician(s) to work on this contract:

REQUEST FOR BIDS – SWR16-006 As Needed Facilities and Maintenance Electrical Services

X. Sample COI