



CITY OF TIGARD, OREGON

REQUEST FOR PROPOSAL

ELECTRICAL MAINTENANCE SERVICES

DATE DUE: Thursday, July 08, 2004
TIME DUE: 2:00 p.m.

Envelope(s) shall be sealed and marked with Project Title.
Respondents must submit one (1) original and two (2) complete copies of their proposal.

RFP Questions to the Attention of:

Joe Barrett, Buyer
City of Tigard, Finance
Phone: 503-639-4171, Ext. 2477
Fax: (503) 639-1471
Email: joseph@ci.tigard.or.us

SUBMIT PROPOSAL TO:

***Joe Barrett, Buyer
City of Tigard – Court Counter
13125 SW Hall Blvd.
Tigard, Oregon 97223***

PUBLIC NOTICE
REQUEST FOR PROPOSAL
ELECTRICAL MAINTENANCE SERVICES

The City of Tigard is requesting proposals from qualified firms providing electrical maintenance services. Firms are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services outlined in the City's Request for Proposal.

Sealed proposals will be received until 2:00 p.m. on July 8, 2004 to the attention of Joe Barrett, Buyer, at the Tigard City Hall Court Counter, 13125 SW Hall Blvd., Tigard, Oregon 97223. There will be no formal opening. Facsimile and electronic proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the vendor unopened.

Proposal packets may be downloaded from www.ci.tigard.or.us or may be obtained at the City of Tigard – Court Counter, 13125 SW Hall Blvd., Tigard, Oregon 97223 or by calling Joe Barrett, Buyer at (503) 639-4171, ext. 2477.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279.029. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City of Tigard reserves the right to:

1. Reject any or all proposal not in compliance with public bidding procedures;
2. Postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening;
3. Waive informalities in the proposals; and
4. Select the proposal which appears to be in the best interest of the City.

PUBLISHED: Daily Journal of Commerce
DATE: June 23, 2004

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SECTION 1
INTRODUCTION

The City of Tigard is requesting proposals from qualified firms providing electrical maintenance services for general maintenance, repairs, and possible new installations as directed by the City's Property Management Division. Firms are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services outlined in this Request for Proposal.

SECTION 2
PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Wednesday, June 23, 2004</u>	Advertisement and Release of Proposals
<u>Thursday, July 08, 2004 – 2:00 p.m.</u>	Deadline for Submission of Proposals
<u>Monday, July 12, 2004</u>	Interviews (if necessary)
<u>Tuesday, July 27, 2004</u>	Award of Contract by Local Contract Review Board
<u>Monday, August 02, 2004</u>	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes in the will be made to all interested parties.

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m. on July 08, 2004 to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment please mark as follows.

RFP – Electrical Maintenance Services

July 08, 2004 – 2:00 p.m.
City of Tigard Court Counter
Attn: Joe Barrett
13125 SW Hall Boulevard
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any

such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five- (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to Joe Barrett, Buyer and be marked as follows:

City of Tigard - RFP Specification/Term Protest

Electrical Maintenance Services – July 8, 2004

Attn: Joe Barrett, Buyer

13125 SW Hall Blvd.

Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Buyer. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. **Only questions answered by formal written addenda will be binding.** Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS TAX/FEDERAL TAX ID REQUIRED

The City of Tigard Business Tax is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business Tax. No contracts shall be signed prior to the obtaining of the City of Tigard Business Tax. Upon award of proposal, contractor shall complete a W-9 form for the City.

I. CONTRACT ADMINISTRATOR

The Contract Administrator will be Arnaldo Manzano who can be reached by phone at (503) 639-4171, ext. 2605 or by email at arnaldo@ci.tigard.or.us.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard service agreement, which the City expects the successful firm or individual to execute, is included as "**Attachment D**". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. **Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed waived.**

L. TERM OF CONTRACT

The term of the contract shall be a period of one (1) year with mutual options to renew for four (4) additional one (1) year periods.. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

SECTION 3
BACKGROUND

With facilities at seven different addresses through the City, some with multiple buildings at the address, the City has a fairly consistent need for electrical maintenance services. The needed services may include general maintenance, repairs, and possible new installations all of which are directed by the City's Property Management Division. The City has found it beneficial to outsource this work rather than bringing it all in-house. In an average year the City budgets approximately \$18,000 for the for general maintenance, repairs, and possible new installations as directed by the City's Property Management Division electrical services that would fall under this proposed agreement.

SECTION 4
SCOPE AND SCHEDULE OF WORK

Work covered under this agreement shall include the following:

A. Description of Work

Typical maintenance, repairs and or new installations work shall include, but not limited to the following:

1. Power Distribution Systems, including SwitchGear, motor control centers, panel boards, safety switches, starters and transformers, motor controls, explosion proof controls and lighting, and HVAC systems controls.
2. Installation, removal or relocation of interior/exterior electrical outlets, switches, power poles, lighting fixtures, ballasts, duct and conduit, etc.
3. Work shall be performed on a wide variety of facilities equipment, including, but not limited to: HVAC, low voltage, outdoor and temporary electrical systems and powered equipment.
4. Maintenance, repair and installation of exterior lighting hardware as needed.
5. Contractor shall monitor and test all loads prior to adding any additional service to the distribution systems.
6. Contractor shall indicate on all appropriate service panels the correct circuit identification and maintain all electrical panels up to date.
7. Contractor shall also maintain onsite documentation on "as built" plans (to be supplied by owner) showing the location of any new or relocated outlet, switch, power pole, light, panel and conduit, etc.
8. Any changes on "as-built" plans shall be reviewed a minimum of every six (6) months from start of contract with the Contract Administrator or the Designated Representative.

B. General

1. Contractor shall obtain and maintain in current status all applicable permits and licenses for inspections, tests and other services required for completion of work. Inspections shall be scheduled by calling the Inspection Request Line at 503-639-4175.
2. If during the course of work the contractor experiences a conflict with the plans/scope of work and the N.E.C. (National Electrical Code), the contractor shall notify the Contract Administrator before proceeding with said work.

3. Contractor shall keep the premises free from debris and accumulation of waste and shall remove construction smears and stains from finished surfaces. Contractor shall remove all surplus materials and tools from site at completion of job.

C. Service Coverage

Addresses and buildings to be included in this contract shall be:

1. **13125 SW Hall Boulevard, Tigard, Oregon 97223**
 - a. City Hall - Main
 - b. City Hall – Permit Center
 - c. Police
 - d. Engineering Modular
 - e. Inspector Modular
2. **13500 SW Hall Boulevard, Tigard, Oregon 97223**
 - a. Tigard Public Library
3. **8720 SW Burnham Street, Tigard, Oregon 97223**
 - a. Niche – Information Technology
4. **8777 SW Burnham Street, Tigard, Oregon 97223**
 - a. Water District Building
 - b. Fleet / Shops
5. **8815 SW O’Mara, Tigard, Oregon 97223**
 - a. Tigard Senior Center
6. **12800 SW Ash, Tigard, Oregon 97223**
 - a. Public Works
 - b. Shops
7. **9020 SW Burnham, Tigard, Oregon 97223**
 - a. Public Works Annex

**** PLEASE NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE SERVICE LOCATIONS DURING THE TERM OF THIS AGREEMENT AS NEEDED.**

D. Invoicing Information

Each invoice shall include adequate detail to identify each service call. At a minimum the invoice shall detail and include the following:

1. The date of the service call,
2. A copy of the Work Order,
3. The service location,
4. Copies of material invoices,
5. The Service Category (Standard, Premium etc.),
6. The job classifications of the employees performing the work,
7. The applicable hourly rate,
8. The arrival time on-site,

9. The time service call was completed,
10. The total time on-site, and
11. The total charges for the service call.

Invoices shall be sent to City of Tigard, Attn: Accounts Payable, 13125 SW Hall Blvd., Tigard, OR 97223.

E. Material Safety Data Sheets

The Contractor shall not use any materials, products, or chemical which may be hazardous to an employee's health, unless a Material Safety Data Sheet is submitted to City for approval before use of product.

F. Identification

Contractor employees shall be easily identifiable while providing service through this contract. This identification shall be clearly visible and will include the company name and the name of the employee.

G. Dispatching

Contractor shall furnish a single point of contact to City for the placement of faxed or phone service requests to the contractor. This contact shall be furnished as a part of the contract and at no additional cost to City. The dispatch service shall be available from 8:00 AM to 5:00 PM (local time). The Contractor shall make provisions for after hours dispatching and provide phone numbers for this purpose to the City Contract Administrator.

H. Work Orders

The Contract Administrator or the Designated Representative will place all requests for service directly to the Contractor by written Work Order or by phone call. The Contract Administrator reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekend and holiday, if the job/cost estimate is simple and small enough that it does not require site verification or site visit. If the job/cost estimate is more complicated or requires site verification or visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.

Failure of the Contractor to respond as required will constitute non-performance and the City may take steps to secure compliance as stated elsewhere in the contract.

I. Response Time

Levels of service have been separated into six categories, which are defined below and shown on the Bid Form as Standard Service, Standard After Hour Service, Premium Service, Premium After Hour Service, Emergency Service and Emergency After Hour Service.

These Service Categories can be differentiated by the "Response Time" or the amount of "time allowed" between the "authorized to proceed" from the Contract Administrator requesting service and the arrival of the Contractor at the work site.

At the time of "authorized to proceed" is initiated, the Contractor will be notified of the service category in which the particular Work Order will fall, and the Contractor will be required to

respond to the request within the response time stated for that category and begin work within a reasonable amount of time based on the urgency of the request.

All repairs, equipment replacements, installations or maintenance services shall be completed within a reasonable and expedient manner, based on the severity of the request.

If discrepancies occur in labor hours, the current edition of the National Electrical Contractors Associations (NECA) manual for labor units will be consulted and used as a guide to determine the reasonableness of labor charges.

J. Response process

After initial contact and after “authorization to proceed” is given by the Contract Administrator, the Contractor shall respond accordingly and adhere to response time(s) shown below for each service category.

1. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor.
2. The City will be charged according to the “Service Category” requested and as listed in the Bid Form.
3. Only upon request and authorization by the Contractor Administrator or designee shall the Contractor perform work after hours.
4. Contractor will notify the Contract Administrator or Designated Representative upon completion of work. Notification shall be within thirty-six (36) hours of completion of assigned task.
5. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination. (See Item “S” for written notice wording)

K. Service Category, Task Performance Period and Response Time Table

SERVICE CATEGORY	TASK PERFORMANCE PERIOD	CONTRACTOR RESPONSE TIME
Standard Service	Regular Business Hours Only (M – F, 8:00 a.m. – 5:00 p.m.)	24 – 48 Hours (excluding weekends & holidays)
Standard After Hour Service	After Regular Business Hours, Weekends and Holidays	12 –24 Hours (including weekends & holidays)
Premium Service	Regular Business Hours Only (M – F, 8:00 a.m. – 5:00 p.m.)	4 – 8 Hours (excluding weekends & holidays)
Premium After Hour Service	After Regular Business Hours, Weekends and Holidays	4 – 8 Hours (including weekends & holidays)
Emergency Service	Regular Business Hours Only (M – F, 8:00 a.m.– 5:00 p.m.)	1 – 2 Hours (excluding weekends & holidays)
Emergency After Hour Service	After Regular Business Hours, Weekends and Holidays	1 – 2 Hours (including weekends & holidays)

L. Materials Provided by City

The City will have the option to supply materials to be used on the job if it is in the best interest of the City to do so. The City will be responsible for all warranty issues on all parts and supplies provided by the City.

M. Materials Provided by Contractor

All materials to be used shall be new. No aluminum wiring shall be used under this contract.

N. Warranty & Guarantee

Unless otherwise specified herein, all goods shall be guaranteed and warranted for a period of twelve (12) months from the date of delivery, including parts and labor except damage caused by misuse, vandalism or act(s) of God.

O. Cost of Materials Provided by Contractor

The Contractor shall supply all materials at a percentage set by the Contractor; however said percentage shall not exceed fifteen (15%) percent of Contractor's invoiced cost as outlined in this Section. Percentage above cost that will be charged by the Contractor shall be listed on the "**Bid Form**" on page 16.

P. Equipment

Contractor shall furnish all equipment to provide full service electrical maintenance and repair and installation services under the scope of this contract. If work to be performed requires special equipment, which is outside the scope of services described herein, the Contractor **with prior approval of the City's Contract Administrator or delegated representative** may bill for rental equipment or use of their own special equipment at cost, with no additional charges to the City without prior approval.

Q. City Owned Equipment

The Contractor shall not use City owned equipment, tools etc. in the performance of work under this contract.

R. Contractor's Performance

Contractor shall perform all services required within these Specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

All work shall comply with applicable Oregon Statutes and the Electrical Safety Law and any other local, state, federal and industry regulations or standards applicable to the type of work being performed under the scope of the contract.

City reserves the right to have any Contractor employee removed if the employee fails to perform within the requirements of this contract. The Contractor shall replace the excluded employee at the earliest possible date following the removal.

Once an employee is removed for failure to perform, that employee shall not be used to service this contract at anytime during the term of the contract without written permission of the Contract Administrator or their Designated Representative.

The rights and remedies of City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

S. Job Classifications

The classifications required for the performance of the work on this contract and used in bid evaluation will be Journeyman, Apprentice and Limited Maintenance Electrician. The use of apprentices by themselves will not be allowed in the performance of the contract. However, an apprentice may be allowed as a helper to the Journeyman. For tasks not requiring the service of a Journeyman, such as changing lamps, ballast's, etc. a Limited Maintenance Electrician may be used.

SECTION 5
PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.

5. Project Approach

- a. Submit a work plan to accomplish the scope of work defined in the section entitled "Scope and Schedule of Work" in this RFP. The work plan should include time estimates (in hours) for each significant segment of the project and the staff level to be assigned. Where possible, individual staff members should

be named and their titles provided. The planned use of specialists (if any) should be described.

- b. Indicate the extent to which City personnel would be expected to contribute to the project work effort.

6. Compensation

Proposer shall include their quoted rates for the work on the included Attachment C “Bid Form”. If a Proposer does not include this sheet their proposal will be deemed not responsive and will not be reviewed.

All work shall be billed out on an hourly basis for journeymen electricians, apprentice electricians, and LTD maintenance electricians. Rates shall be firm for the first year of the contract. In subsequent option years, the Contractor may submit revised rates to the City no less than 60 days prior to the beginning of the option years. The City may choose to approve the rate increase so long as it remains in the City interest to do so.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an “as needed” basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. REFERENCES

Proposer shall include a detailed list three (3) references as required in Attachment B “Statement of Proposal”. If the Proposer chooses to submit additional references, they must do so in the same basic form as those required in Attachment B.

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in any contract or agreement that relates to this proposal request.

SECTION 6
PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the engineering firm which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1.	<u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2.	<u>An original plus three (3) copies of the complete proposal</u>	<u>Pass/Fail</u>
3.	<u>Transmittal letter</u>	<u>Pass/Fail</u>
4.	<u>Firm qualifications</u>	<u>30 points</u>
5.	<u>Project understanding and approach</u>	<u>30 points</u>
6.	<u>Fee evaluation</u>	<u>40 points</u>
	<u>Total Evaluation Points</u>	<u>100 points</u>

B. INTERVIEW

At the option of the City, the top two (2) firms (or more if the City so chooses) may be required to participate in an interview with the City. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City’s Contract Administrator will schedule the time and location of these interviews (if necessary) and notify the selected firms. Should the City conduct an interview process, an additional 25 points will be available to the firms participating in the interviews.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in a firm’s proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm’s proposal.

E. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

F. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a service agreement with one firm, or may select one or more firms for further consideration.

G. PROTEST OF AWARD

In accordance with the City’s Model Public Contracting Rule 30.104, any adversely affected Proposer has fourteen (14) calendar days from the date of the written notice of award to file a written protest.

H. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;

2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A.** The Proposer has read and understands the specifications.
- B.** Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one Partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA**

**City of Tigard, Oregon
Request for Proposal
Electrical Maintenance Services
Close: Tuesday, July 08, 2004 – 2:00 p.m.**

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA:

If none received, write "None Received"

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard Request for Proposal for Electrical Maintenance Services and the attached Service Agreement (Attachment D):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

**ATTACHMENT C
BID FORM**

BID MUST BE SUBMITTED ON THIS FORM OR IT WILL BE CONSIDERED NON-RESPONSIVE

The Proposer, whose legal signature binding the Proposer to the quoted prices indicated on these pages, hereby proposes as follows

A. JOURNEYMAN ELECTRICIAN

JOURNEYMAN ELECTRICIAN			
Service Category	Hourly Rate	Weighted Multiplier	Final Amount
Standard Service	\$ _____	.45	\$ _____
Standard After Hour Service	\$ _____	.10	\$ _____
Premium Service	\$ _____	.20	\$ _____
Premium After Hour Service	\$ _____	.05	\$ _____
Emergency Service	\$ _____	.15	\$ _____
Emergency After Hour Service	\$ _____	.05	\$ _____
Total Journeyman "Hourly Rate Award"			\$ _____

B. APPRENTICE ELECTRICIAN

APPRENTICE ELECTRICIAN			
Service Category	Hourly Rate	Weighted Multiplier	Final Amount
Standard Service	\$ _____	.45	\$ _____
Standard After Hour Service	\$ _____	.10	\$ _____
Premium Service	\$ _____	.20	\$ _____
Premium After Hour Service	\$ _____	.05	\$ _____
Emergency Service	\$ _____	.15	\$ _____
Emergency After Hour Service	\$ _____	.05	\$ _____
Total Apprentice "Hourly Rate Award"			\$ _____

C. LTD MAINTENANCE ELECTRICIAN

LTD MAINTENANCE ELECTRICIAN			
Service Category	Hourly Rate	Weighted Multiplier	Final Amount
Standard Service	\$ _____	.45	\$ _____
Standard After Hour Service	\$ _____	.10	\$ _____
Premium Service	\$ _____	.20	\$ _____
Premium After Hour Service	\$ _____	.05	\$ _____
Emergency Service	\$ _____	.15	\$ _____
Emergency After Hour Service	\$ _____	.05	\$ _____
Total LTD Maintenance Electrician “Hourly Rate Award”			\$ _____

D. PERCENTAGE FOR MATERIAL OVER COST

Percentage to be charged for material over Contractor’s cost: _____ %
 (May not exceed 15% per RFP Section 4.O. “Cost of Materials Provided by Contractor”)

Proposer’s Signature

Print Corporate Name of Proposing Firm: _____

Print Representative’s Name and Title: _____

Proposer’s Representative Signature: _____

ATTACHMENT D
CITY OF TIGARD, OREGON
AGREEMENT FOR SERVICES RELATED TO
ELECTRICAL MAINTENANCE SERVICES

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and (Contractor's Name), hereinafter called Contractor.

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor's bid or proposal;

THEREFORE, The parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor agrees to provide services related to electrical maintenance services as detailed in Exhibit A – Request for Proposals and Exhibit B – Contractor's Proposal, both documents by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION

Contractor shall initiate services upon receipt of City's notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on (Enter end date). All services shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor an amount not exceeding (Amount in words) and (00-99)/100 dollars (\$Amount in numbers) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor's invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- D.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.

- E. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- F. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- G. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- J. Rates shall be firm for the first year of the contract. In subsequent option years, the Contractor may submit revised rates to the City no less than 60 days prior to the beginning of the option years. The City may choose to approve the rate increase so long as it remains in the City interest to do so.

4. **ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

5. **SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

Contact Manager for City:	Contact Manager for Contractor:
City of Tigard	Company: (insert name of firm)
Attn: Arnaldo Manzano	Attn: (insert contract manager's name)
13125 SW Hall Blvd., Tigard, Oregon 97223	Address: (insert contract manager's address)
Phone: 503-639-4171 ext. 2605	Phone: (insert #)
Fax: 503-639-1471	Fax: (insert #)
Email Address: arnaldo@ci.tigard.or.us	Email Address: (insert address)

6. TERMINATION

The parties agree that any decision by either party to terminate this Agreement before (day) of (month), (year) shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

7. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

8. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

9. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

10. CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding. Contractor acknowledges that for all purposes related to this Agreement, Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

11. INDEMNITY/HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this contract,

except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

12. INSURANCE

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

a. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

b. Business Automobile Liability Insurance

If Contractor will be delivering any goods, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

c. Workers' Compensation Insurance

The Contractor and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

d. Insurance Carrier Rating

All 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.

e. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

13. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

14. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279, the provisions of which are hereby made a part of this agreement.

15. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

16. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

17. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and any other exhibit, Exhibit A shall control. In the event of an inconsistency between Exhibit C and Exhibit B, Exhibit B shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF TIGARD

Print Name & Title of Authorized City Staff

Signature

Date

CONTRACTOR

Print Name & Title of Authorized Representative

Signature

Date

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSAL