

CITY OF GRANTS PASS
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS



WATER TREATMENT PLANT AND
WATER RESTORATION PLANT
ELECTRICAL MAINTENANCE
SERVICES

June 2021

SECTION 1 – INTRODUCTION

General Information

The City of Grants Pass (City) is requesting Proposals to provide supervisory electrical maintenance services for the municipal water and wastewater systems. The maintenance is intended to be provided on an as needed, on call basis.

The City's selection process will be based upon an evaluation of the submitted proposals by a selection committee. The evaluation will use considerations such as costs, support, familiarity with the City's water and wastewater systems, key personnel experience working within treatment plant environments, working relationships with City staff, and the proposer's ability to meet the requirements as specified herein. The selection committee will recommend, and award based upon the evaluation criteria listed below.

There is no guarantee the City will ultimately enter into an agreement for these services. All final decisions will be made by the City Council.

Following the selection process, all Proposals will become public record.

Municipal Water System

The municipal water system withdraws raw water from the Rogue River. After treatment, between 1.63 and 13.73 million gallons per day of water is distributed annually to over 11,500 customers through a complex system of 8 reservoirs, 13 remote pump stations and, 188 miles of piping. Water throughout the City and surrounding areas is utilized for a variety of uses including domestic, commercial, and Public Safety needs. The Water Treatment Plant (WP) has operated at its current site since the 1930's.

Municipal Wastewater System

The municipal wastewater system conveys about 2.3 billion gallons annually of raw domestic and industrial sewage to the Water Restoration Plant (WRP) for treatment to a quality effluent for discharge to the Rogue River. This is completed through 5 pump and lift stations, and approximately 165 miles of collection system piping. The WRP has operated continually at the current location since the mid 1930's.

General Scope of Project

The selected Contractor is expected to provide electrical maintenance and support on an as needed basis for the City's WRP, WTP, and 26 remote sites. The scope of work is to include, but not limited to the following:

- Electrical troubleshooting.
- Various pump/motor/VFD troubleshooting and repair.
- Motor connects/disconnects.
- Starter component, relay, switch, fuse, and heater replacement and repair.
- Wiring and circuitry replacement.
- Circuit breaker panel installation and repair.
- Junction box, conduit and panel installation and repair.
- Instrument installation, replacement, or calibration.
- Lighting component installation and repair.

- Alarm panel equipment installation and repair.
- Provide phone support Monday through Friday between the hours of 8:00 AM and 5:00 PM.
- Provide non-emergency on-site support, at either the WRP or WTP, within 24 hours of being notified by City.
- Provide Emergency on-site support at either the WRP, WTP, or remote site within eight hours of being notified by the City.

The agreement is to expire July 1, 2026 unless extended by mutual agreement.

Request for Proposal Submittal

The deadline for submission in response to this RFP is **Tuesday, July 20, 2021** before **3:00 pm** local time. The RFP submittals should be directed to the following:

City of Grants Pass
RFP Electrical Services
Attn: Karen Frerk
City Recorder
101 NW A Street
Grants Pass, Oregon 97526

Submittal shall include one electronic copy and four hard copies of your RFP

Additional information

The City will entertain individual Contractor meetings with City Public Works personnel. These meetings will be scheduled by contacting Dianne Phelan at (541) 450-6110. The meetings will be conducted July 12th through July 16th, 2021. Each meeting will be for one hour. The meetings will be scheduled between 9am and 3pm local time. Meeting times will be scheduled on a first call basis.

For information regarding this RFP, contact the City of Grants Pass Public Works Department at 101 N.W. “A” Street by calling Wade Elliott at (541) 450-6114 or visit the City’s website at www.grantspassoregon.gov under the heading “Request for Proposals”.

SECTION 2 – REQUEST FOR PROPOSALS

Proposals should be prepared simply and economically. A concise, straightforward description of Contractor’s capabilities and qualifications to provide electrical maintenance services as described in this RFP. Proposals should respond to all areas of this RFP to the maximum extent possible, while not exceeding a total of 10 pages. A page is defined as one side of an 8.5x11 sheet. Page count excludes Cost Proposal Form and any resumes submitted. Use a minimum size 12 font.

Information about your Company

The City is seeking the services of a Contractor with demonstrated success in electrical maintenance services for water and wastewater plants.

Please provide the following general information:

- Name, address, phone number, fax number, and e-mail of the office which would be providing the service to the City of Grants Pass as well as the location of the home office (if different).
- Number of years in business.
- Former names (if any).
- Corporate structure and names (if applicable).
- Ability of Consultant to protect the interests of the City during the term of the agreement.
- A statement of interest and qualifications.

Project Experience/References

Provide a list of at least three clients, preferably entities in the State of Oregon, who have used your services related to electrical maintenance. List specific services provided. Include the name and contact information for the client's contact person who is familiar with the services provided.

Special Capabilities

Describe any special or unique capabilities of Contractor, such as technical innovations, cost effectiveness, sustainability, supplier certifications, etc.

Financial Information

Please provide financial information about your company, including total annual revenues of the firm(s), annual revenues for the office which would perform the bulk of the work, and types and limits of insurance coverage carried. Also provide a list of claims, a brief description of any claims, and the disputed amount currently pending against your firm(s).

Conflict of Interest

Please list any current (or potential) clients or projects which may be (or cause) a conflict of interest in working for the City of Grants Pass and describe the possible extent of the conflict.

SECTION 3 – SELECTION PROCESS

The submitted proposal will be evaluated by a selection team and ranked based upon the following criteria.

Evaluation Criteria

The Contractors will be evaluated based upon the following general criteria:

- Knowledge and familiarity with City's water and wastewater plants – 30 points;
- Experience of providing similar services – 40 points;
- Cost of services – 20 points;
- Special Capabilities – 10 points.

False or Misleading Statements

If, in the opinion of the City, any proposal contains false or misleading statements or references which do not support a function, attribute, capability, or condition as contended by the Contractor, it shall be rejected.

Clarification of Submittals

The City reserves the right to obtain clarification necessary to properly evaluate a particular proposal. Failure of the Contractor to respond to such a request for additional information or clarification may result in rejection of the Contractors proposal.

Addenda

Addenda shall be posted on the City's website.

Cancellation of Solicitation

The City reserves the right to cancel this solicitation at any time during the RFP process if the City deems it is in the best interest of the public to do so.

Selection

The City's evaluation team will review, evaluate and rank all proposals. After ranking of proposals, notice of the final ranking will be posted on the City's website. An aggrieved proposer may protest their final ranking within the seven-day period after the notice is posted on the City's website. An aggrieved proposer is a proposer who is adversely affected and has a right to protest a proposal selection. In order to be adversely affected, the aggrieved proposer must claim itself as highest ranked proposer because all other highest ranked proposers failed to meet the requirements of the RFP. Protests received after the seven-day period will not be considered.

Award Process

The City will negotiate a final scope of services and fee with the top ranked Contractor. If the parties cannot come to agreement on the final scope and fee, the City will terminate negotiations and contact the next highest ranked Contractor to begin negotiations for scope and fee. This process will continue until the City and a Contractor reach an agreement, or the City cancels the RFP.

RFQ Enclosure

The following is included for review and use:

- City of Grants Pass Professional Services Agreement example.
- Cost Proposal Form

COST PROPOSAL FORM
To be submitted with proposal

Cost per hour to provide electrical maintenance support \$ _____

Travel time per mile charged at \$ _____/per mile (if needed)

Direct expenses marked up at _____%

Note – a standard schedule of rates/charges may be attached to this sheet

Business Name of Contractor _____

Business Address _____

Business Telephone _____

Contractor Signature _____

Date _____

PROFESSIONAL SERVICES AGREEMENT



PARTIES: The CITY OF GRANTS PASS, hereinafter referred to as City, and XXXXXs, hereinafter referred to as Contractor.

RE: **Electrical Maintenance Services; City of Grants Pass, OR**

Based on the terms and conditions contained herein, the Parties agree as follows:

1. **LABOR AND MATERIALS:** Contractor shall provide all labor, materials of whatever kind and character for completion of the Project. Because this is a professional services contract, City is relying on the expertise and reputation of the Contractor. Therefore, no part of this Project may be contracted out to other persons or firms without the express written consent of the City, except as previously stated in the Contractor's proposal.
2. **SCOPE OF WORK:** Provide services as described in Exhibit A; "XXXXX".
3. **PROJECT COST:** The City shall pay Contractor as set forth in Exhibit A Section XX; "XXXX".
4. **ADDITIONAL WORK:** All additional work shall be approved by the City of Grants Pass prior to commencement of said work.
5. **ORAL MODIFICATIONS AND WAIVERS:** The City's rights and benefits under this Agreement and any parts thereof may not be orally modified or waived.
6. **WRITTEN MODIFICATIONS AND WAIVERS:** The rights and benefits of the City, under this Agreement, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager or the Public Works Department Director.
7. **PAYMENTS:** Contractor may submit progress billings. The City shall make payment to the Contractor within 30 days of written acceptance by the City.
8. **WORKMANSHIP:** Contractor's performance under this Agreement shall be done in a professional manner that meets or exceeds industry and professional standards of performance.
9. **WORKERS COMPENSATION COVERAGE:** Contractor and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Contractor

shall provide proof of coverage at the time of the execution of this agreement and continuing proof of coverage during the period of this Agreement.

10. LIABILITY INSURANCE: Contractor shall maintain a policy of liability insurance in the form, and from an insurance company, approved by the City, which company is admitted or otherwise licensed to do business in the State of Oregon. Said insurance shall insure Contractor for the benefit of the City of Grants Pass in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Contractor, or by an employee, representative, or agent of Contractor, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest. Contractor shall require its insurance carrier to provide to the City a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City. It is agreed that no person shall perform any acts on behalf of Contractor without having said insurance in full force and effect.

11. COMPLIANCE WITH ALL LAWS: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.
- C. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material.
- D. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. 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, of 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.
- F. Comply with all laws and administrative rules of the United States, the State of Oregon (including specifically ORS Chapter 279), and the City.

- G. Not fail, neglect or refuse to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this contract as such claim becomes due. If failure, neglect, or refusal occur, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- H. Not employ any person for more than eight hours in any one day, or 40 hours in any one week, except in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279C.540.
12. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.
13. **SEVERABILITY:** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
14. **NO REMEDY EXCLUSIVE:** The remedies specified in this Agreement are cumulative to one another and to other remedies in law and equity, and no remedy is exclusive. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To exercise any remedy specified in this agreement it shall not be necessary to give any notice, other than such notice as set forth herein.
15. **HOLD HARMLESS:** Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, damages, and liabilities that may arise from the performance or the failure to perform services under this agreement.
16. **ENTIRE AGREEMENT:** This document represents the entire agreement between the Parties. Prior conversations or writings between the Parties which are not specifically incorporated by reference into this Agreement may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance

between the Parties, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. v. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2nd 85 (1990).

IN WITNESS WHEREOF, the Parties have hereto, on the dates indicated, set their hands by and through their duly authorized agents.

CONTRACTOR:

By: _____

Signature

Date

CITY OF GRANTS PASS:

By: _____

Aaron K. Cubic, City Manager

Date

Jason M. Canady, Public Works Director

Date

Karen Frerk, City Recorder

Date

Approved

As To Form: _____

Mark Bartholomew, City Attorney

Date

PROFESSIONAL SERVICES AGREEMENT



PARTIES: The CITY OF GRANTS PASS, hereinafter referred to as City, and XXXX, hereinafter referred to as Contractor.

RE: Electrical Maintenance Services

This is a five year contract. Based on the terms and conditions contained herein, the Parties agree as follows:

- 1. LABOR AND MATERIALS:** Contractor shall provide all labor, materials of whatever kind and character for completion of the Project. Because this is a professional services contract, City is relying on the expertise and reputation of the Contractor. Therefore, no part of this Project may be contracted out to other persons or firms without the express written consent of the City, except as previously stated in the Contractors proposal.
- 2. SCOPE OF WORK:** Contractor is required to perform all the work as contained in the project description in the attached RFP, Exhibit A; XXXXXX. If the Contractor fails to perform as specified, he will be notified in writing by the Superintendent or his designee. The contractor shall make all remedies within 48 hours. If work is not performed by the end of the 48 hours, the City may terminate contract. If during the contract period, and after adequate notification, the Contractor does not maintain the required level of performance, the City may terminate the contract without penalty.
- 3. PROJECT COST:** The City shall pay \$XX,XXX to the Contractor in accordance with the services in the attached RFP.
- 4. ADDITIONAL WORK:** All additional (or optional) work shall be approved by the City of Grants Pass prior to commencement of said work.
- 5. ORAL MODIFICATIONS AND WAIVERS:** The City's rights and benefits under this Agreement and any parts thereof may not be orally modified or waived.
- 6. WRITTEN MODIFICATIONS AND WAIVERS:** The rights and benefits of the City, under this Agreement, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager or the Public Works Department Director.
- 7. PAYMENTS:** Contractor may submit progress billings once every 30 days. Upon satisfactory completion of services listed in Section 2 above, the Contractor shall make a written request for final payment. The City shall make final payment to the Contractor within 30 days of written acceptance by the City.
- 8. WORKMANSHIP:** Contractor's performance under this Agreement shall be done in a professional manner that meets or exceeds industry and professional standards of performance.

9. **WORKERS COMPENSATION COVERAGE:** Contractor and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Contractor shall provide proof of coverage at the time of the execution of this agreement and continuing proof of coverage during the period of this Agreement.
10. **LIABILITY INSURANCE:** Contractor shall maintain a policy of liability insurance in the form, and from an insurance company, approved by the City, which company is admitted or otherwise licensed to do business in the State of Oregon. Said insurance shall insure Contractor for the benefit of the City of Grants Pass in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Contractor, or by an employee, representative, or agent of Contractor, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest. Contractor shall require its insurance carrier to provide to the City a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated, or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City. It is agreed that no person shall perform any acts on behalf of Contractor without having said insurance in full force and effect.
11. **COMPLIANCE WITH ALL LAWS:** Contractor shall:
- A. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract.
 - B. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.
 - C. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material.
 - D. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - H. 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, of 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. Comply with all laws and administrative rules of the United States, the State of Oregon (including specifically ORS Chapter 279C), and the City.

- J. Not fail, neglect, or refuse to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this contract as such claim becomes due. If failure, neglect, or refusal occur, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- H. Not employ any person for more than eight hours in any one day, or 40 hours in any one week, except in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279C.540.
12. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.
13. **SEVERABILITY:** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
14. **NO REMEDY EXCLUSIVE:** The remedies specified in this Agreement are cumulative to one another and to other remedies in law and equity, and no remedy is exclusive. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To exercise any remedy specified in this agreement it shall not be necessary to give any notice, other than such notice as set forth herein.
15. **HOLD HARMLESS:** Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, damages, and liabilities that may arise from the performance or the failure to perform services under this agreement.
16. **ENTIRE AGREEMENT:** This document represents the entire agreement between the Parties. Prior conversations or writings between the Parties which are not specifically incorporated by reference into this Agreement may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the Parties, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. v. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2d 85 (1990)).

17. **TERMINATION:** City may terminate this Agreement at any time for its convenience, so long as it provides Contractor with written notice of termination no less than 15 days prior to the termination date.

IN WITNESS WHEREOF, the Parties have hereto, on the dates indicated, set their hands by and through their duly authorized agents.

CONTRACTOR:

By: _____

Signature

Date

CITY OF GRANTS PASS:

By: _____
Jason Canady, Public Works Director

Date

Aaron K. Cubic, City Manager

Date

Karen Frerk, City Recorder

Date

Approved
As to Form: _____
Mark Bartholomew, City Attorney

Date