



SMALL TOWN VALUES

1115 13TH AVENUE PO BOX 79
SIDNEY NEBRASKA 69162

BIG TIME OPPORTUNITIES

PHONE (308) 254-5300 FAX (308) 254-3164
www.cityofsidney.org

**City of Sidney
Request for Qualifications and Proposal for
Plumbing Maintenance and Repair Services
#0543-2018-02.01S**

DUE: September 28, 2018 by 10:00 a.m.

The City of Sidney (City) invites interested and qualified parties to submit qualifications and proposals of rates for plumbing services described in this request. The information outlined in this request details the intent and scope of the request and the guidelines governing the submission and evaluation process.

Plumbing services required shall be on an "as needed" basis. The selected contractor must be able to track and invoice its services to each department of the City. Selected contractor(s) shall differentiate labor, equipment, and material costs on each invoice.

Bidders are expected within reason to conform to the parameters of this request. The City may accept proposals that contain omissions, additions, or alterations to the request; however, any exception to the parameters of this request shall require clear explanation in a separate attachment to the proposal.

1. PREPARATION OF PROPOSALS

- a. Bidders shall include one (1) original proposal using the forms contained within this request plus any attachments deemed necessary by the requirements of this request.
- b. All proposals shall be submitted in a clear, concise, and legible manner.

2. PROPOSAL SUBMISSION

- a. Proposals shall be submitted in a sealed envelope and addressed as follows:

"Plumbing Maintenance and Repair Services #0543-2018-02.01S"
City of Sidney
1115 – 13th Avenue
P.O. Box 79
Sidney, NE 69162

- b. Proposals must be signed by an authorized agent with the authority to enter the company into a contractual agreement with regard to price and related obligations. Unsigned proposals shall not be considered.
- c. Proposals may be withdrawn at any time prior to the bid opening. Proposals received after the bid opening shall not be opened or considered.

3. CITY OF SIDNEY OPTIONS

- a. The City reserves the right to reject any and/or all bids.
- b. Competitive bids for similar services may be required for certain projects at the discretion of the City.
- c. The City reserves the right to hire non-contracted firms for similar services when necessary to best serve public interest.
- d. City personnel must follow the organization's procurement policies and may on occasion request quotations for specific projects for the purposes of budget planning or obtaining authorization to purchase.

4. SALES TAX

- a. Contractor is responsible to pay sales tax to the State of Nebraska on all purchases for the Electric Dept., Landfill Dept., and Water Dept.

5. INQUIRIES

- a. Questions concerning this request and its requirements may be directed to:
Kevin Kubo
Chief Building Official
(308) 249-3672
inspection@cityofsidney.org
- b. The City reserves the right to communicate with any or all potential bidders for the purposes of clarifying the provisions of the request.
- c. The City reserves the right to request additional information from any or all bidders after the bid opening.

6. AWARD AND AUTHORITY

- a. The City shall issue a notice of award in writing.

7. AWARD, PRICING, and DURATION OF SERVICE

- a. Plumbing services for the City shall be awarded to the successful respondent to this request on an "as needed" basis for various projects, assignments, installations, maintenance task, repairs, and consultations.

- b. Proposed pricing shall be effective October 1, 2018 at 12:00 a.m. to September 30, 2020 at 11:59 p.m.
- c. Upon mutual agreement of both parties, the contract may be extended at the proposed rates for one (1) additional year not to exceed five (5) consecutive years. The selected contractor shall indicate to the City prior to August 1st of the current contract year its willingness to continue the proposed rates for the following contract year in writing.

8. ASSIGNMENT OF RIGHTS, TITLES, and INTERESTS and SUBCONTRACTING

- a. Any assignment or subcontracting of work to be performed related to this request and any other City related procurement shall not be permitted without the consent of the City.

9. HOLD HARMLESS CLAUSE

- a. Any contractor or subcontractor of the City agrees to indemnify, hold harmless, and defend the City from and against any and all liability for loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request and subsequent contracted services, whether or not due in whole or in part of any act, omission, or negligence of the City or any of its representatives or employees.

10. WORK REGULATIONS and STANDARDS

- a. All plumbing services related to this request shall be performed for the City in accordance with current Federal, State, and Local regulations.
- b. The selected contractor shall maintain current licensing, if applicable, with the City.
- c. All work performed shall be under the supervision of the Nebraska licensed Master Plumber.

11. INSURANCE

- a. The selected contractor shall be required to furnish a Certificate of Insurance which names the City of Sidney as additionally insured. The insurance is to include Contractor's Liability and Worker's Compensation. Certificates of Insurance must be provided by companies that are licensed in the State of Nebraska and must certify coverage of \$1,000,000 per occurrence.
- b. The selected contractor shall notify the City thirty (30) days prior to changing, or the cancellation of, coverage. In the event of cancellation, the contractor shall cease all operations related to this request and shall not commence

operations until coverage has been restored and a new Certificate of Insurance has been furnished to the City.

12. BID SECURITY

- a. Each proposal must be accompanied by a bid security in the form of a certified check, cashier's check, or bid bond in an amount of ten thousand dollars (\$10,000). Any proposal submitted without the BID SECURITY will not be accepted.

13. WARRANTY

- a. The selected contractor shall warrant that any services or related materials that are found to be defective or faulty due to imperfect and/or bad workmanship and/or materials within one (1) year from the date of completion shall be replaced at no additional cost to the City.

14. RESPONSE TIME REQUIREMENTS

- a. The selected contractor shall agree to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week throughout the duration of the contract. Required response time for emergency calls will be within the first 24-hours from the time of the call.

15. INVOICING

- a. The selected contractor shall provide itemized billing for each invoice. Each invoice shall include:
 - Invoice Date
 - Indication of city department, division, or employee that ordered the service
 - Basic description of service
 - Total cost for Labor
 - Description and total cost for parts and materials
 - Total costs for other items such as equipment rental, fuel charges, etc...

16. PROPOSAL CHECKLIST

- a. Contractor Information Summary (pg. 6)
- b. References (pg. 7)
- c. Proposal of Rates (pg. 8)
- d. Signature of Authorized Agent (pg. 8)
- e. Bid Bond (pg. 9)

- f. Sealed Envelope marked “Plumbing Maintenance and Repair Services #0543-2018-02.01S”

17. SELECTION CRITERIA

- a. Qualifications of contractor’s plumbers
- b. Contractor’s reputation for timely, quality performance
- c. Relevant experience and expertise
- d. Rates
- e. Response Times and ability to provide 24-hour emergency service

CONTRACTOR INFORMATION SUMMARY

(Attach additional sheets as needed)

COMPANY NAME _____

BUSINESS TYPE (LLC, Sole Proprietorship, etc...) _____

NUMBER OF YEARS IN BUSINESS _____

NUMBER OF EMPLOYEES _____

QUALIFICATIONS OF PERSONNEL PROPOSED TO PERFORM WORK FOR THE CITY OF SIDNEY:

RESPONSE TIME TO NON-EMERGENCY SERVICE CALLS:

DURING NORMAL BUSINESS HOURS _____ MINUTES

AFTER HOURS and WEEKENDS _____ MINUTES

INDICATE EXPERIENCE and/or QUALIFICATIONS RELATED TO:

BACKFLOW DEVICES

INDUSTRIAL, COMMERCIAL, INSTITUTIONAL, or GOVERNMENTAL FACILITIES

APPLICATION OF WATER-CONSERVING TECHNOLOGIES

ADA ACCESSIBILITY RELATED TO PLUMBING INSTALLATIONS

REFERENCES

Provide references for at least three (3) clients from the last ten (10) years for plumbing services related to governmental, institutional, commercial, and/or industrial settings.

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

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

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

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

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:
Description (Project Name and Include Location):

BOND

Bond Number:
Date (Not earlier than Bid due date):
Penal sum: (Words) \$ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal) (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: Signature
Print Name
Title

By: Signature (Attach Power of Attorney)
Print Name
Title

Attest: Signature
Title

Attest: Signature
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder then penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at the respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirement. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.