

**PUBLIC NOTICE**  
**ELECTRICAL REPAIR SERVICES**  
**CITY OF WEST DES MOINES**  
**DEPARTMENT OF PUBLIC SERVICES**

Sealed bids will be received by the City of West Des Moines, Iowa on or before 2:00 p.m., local time, on Wednesday, March 11, 2020, for the following:

**Bid Item:     Electrical Repair Services**

Bidders shall submit their bids in a sealed envelope, plainly marked "Bid for Electrical Repair Services" to:

Office of the City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2E  
PO Box 65320  
West Des Moines, Iowa 50265-0320

Specifications may be secured at the Department of Public Services, 560 South 16th Street, West Des Moines, Iowa, by contacting Gary Rank, Facilities Manager at (515) 222-3480.

Unit price shall be final, and the City reserves the right to accept or reject any or all bids on a per unit basis and waive irregularities and technicalities as determined to be in the best interest of said City.

Published in the Des Moines Register on Friday, March 6, 2020.

**REQUEST FOR BID**  
**ELECTRICAL REPAIR SERVICES**  
**CITY OF WEST DES MOINES**  
**DEPARTMENT OF PUBLIC SERVICES**

The City of West Des Moines, Iowa, solicits interested parties to submit bids for Electrical Repair Services for the City of West Des Moines.

Submittals marked “Bid for Electrical Repair Services” will be received no later than 2:00 p.m., local time on Wednesday, March 11, 2020, at:

Office of the City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2E  
P.O. Box 65320  
West Des Moines, IA 50265-0320

**BID PROCEDURE**

Mark outside of envelope with bid subject, “Bid for Electrical Repair Services”.

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted **MUST** be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive and will not be acceptable.

If you desire not to quote on this bid, please forward your acknowledgment of **NO BID SUBMITTED** to the above address.

## **CONTRACT TERMS**

### **ELECTRICAL REPAIR SERVICES**

#### **CITY OF WEST DES MOINES DEPARTMENT OF PUBLIC SERVICES**

##### **I. DESCRIPTION**

- A. The intent and purpose of this Request for Bid is to establish a contract to provide Electrical Repair Services at various City facilities owned or maintained by the City of West Des Moines.
- B. The Contractor shall furnish all labor, equipment, materials, and products needed to repair various types of electrical equipment at various facilities operated and or owned by the City on an as-needed basis. This service shall include emergency coverage on a 24 hour, 7 day per week basis.
- C. The Contractor shall supply, deliver and perform services necessary to complete all electrical repairs and services on an as-needed basis. This service may include but is not limited to installation and repair of high voltage, low voltage, communication, and data systems as well as troubleshooting and repair of electrical equipment. This contract also includes installation of power poles and repair of power and/or light poles in varying heights and locations.

##### **II. PERFORMANCE REQUIREMENTS**

- A. The Contractor is required to obtain any and all local, state or federal licenses and permits necessary to do this work. The Contractor must perform the work safely and strictly follow OSHA regulations.
- B. Personnel. The Contractor shall provide the City with the name, address, and telephone number(s) for at least two (2) designated contact personnel responsible for insuring response to the City's request for contract services. The Contractor will ensure that at least one of the contacts will be available and accessible 24 hours per day, during the period of agreement that the contract is in effect. This shall include Saturdays, Sundays, and holidays.
- C. Response Time. The Contractor shall respond to and begin any remediation/repair within two (2) hours after notification in an emergency event. In non-emergency repairs, the Contractor shall initiate work within 24 hours of notification.

- D. Authority/Direction. The Contractor or his designated personnel shall respond to repair orders given by the City in a positive, courteous and timely manner. The City reserves the right to reject any work completed due to incompetence, insubordination or inability of equipment to function properly for the requested services or in violation of any building codes or ordinances as set forth by the City.
- E. Damages. The Contractor shall be responsible for any and all damage to the private as well as public property (including public utilities), due to its own or its employee's negligence in workmanship, repairs or mistreatment of said facilities. The job site must always be left in a clean, safe and orderly fashion.

### **III. CONTRACTOR'S PERSONNEL AND EQUIPMENT**

- A. Any Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the facility.
- B. No loud or boisterous conduct will be permitted.
- C. All Contractor personnel will have government issued identification. Accepted forms of identification shall be a valid state issued driver's license, or state issued identification.
- D. All equipment must be OSHA certified and/or meet all OSHA requirements. The Contractor must provide its own tools, personal protective equipment, ladders, scaffolding, power equipment, trucks, etc., as needed to safely perform the requested repair services.

### **IV. LENGTH OF AGREEMENT**

- A. Contract Term. The initial term of this contract shall be effective for the period of two (2) years from the executed contract. The City reserves the right as its sole option to renew this contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal contract agreement shall be signed by the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of five (5) years from the original executed contract date. This contract shall have a 2% cost of services increase for every year the contract is in effect for the length of the contract.
- B. Contract Termination. This agreement may be terminated for any cause by the City during the Agreement period, subject to a thirty (30) day written notice being

delivered by registered mail to the Contractor at the address referenced on the bid form.

**V. INSURANCE**

The Contractor, performing as an independent Contractor hereunder, shall obtain and maintain through the term of this agreement, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the agreement, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Contract shall in no-way limit the artists actual liability.

A. Commercial General Liability. Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

B. Business Automobile Liability Insurance. Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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C. Workers Compensation and Employers Liability. As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1- Workers Compensation Benefits	Statutory
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D. Employers Liability.

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

- E. Umbrella Liability. The vendor will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured and waiver of subrogation and Primary and non-contributory.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

- F. Cyber Insurance. The vendor will maintain during the term of this agreement a cyber insurance policy to cover damages resulting from an information security incident naming the City of West Des Moines as an Additional Insured.

Each Occurrence Limit	City to Determine
Aggregate Limit	City to Determine

Before providing any services, the Contractor shall furnish an insurance certificate to the City Clerk, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

**VI. PROCESS AND EVALUATION CRITERIA**

- A. Process. Bidders are to submit written bids which present the bidders qualifications and understanding of the work to be performed. Bidders are requested to address each evaluation criterion in the order listed on the bid form and to be specific in presenting their qualifications. The bidder shall provide all information which they consider pertinent to its qualifications for the bid.
- B. Evaluation Criteria. Evaluation criteria shall include but are not limited to the following:
1. Contractor's approach to the work to be performed.
  2. Qualifications and resumes of personnel who would be assigned to the City of West Des Moines.

3. References from clients of similar size with the contract length noted. All clients must either be currently under contract or have been under contract within the last 24 months.
4. Number of years operating as a firm.
5. The City may consider such factors as bid price, experience and responsibility of Bidder, and similar factors in determining which bid it deems to be in the best interest of the City.
6. Award of the contract will be made to the lowest responsible/responsive Bidder.

## **VII. FURTHER INFORMATION**

- A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may operate a commercial motor vehicle are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations (Code of Federal Regulations, 49CFR, Part 382 and Part 40).
- B. Right-To-Know Statement. The bidder certifies that, in accordance with the “Hazard Communication Rule”, 29 CFR 1910.120 (the “Right-To-Know” Law) and the State of Iowa “Hazardous Chemicals Risk Right-to-Know Rule”, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.
- C. ADA Compliance. Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
- D. FLSA Statement. “We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.”
- E. Non-Discrimination Clause. The City of West Des Moines does not discriminate against any person on the basis of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Contractor will not discriminate against any employees or applicants for employment, or passengers served through this contract on the basis age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status, except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification.

- F. Indemnification. The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature of character both to person and property, arising out of, related to or connected to this Agreement or by reasons of the Contractor's performance under this Agreement.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Owner also acknowledges that the City has no responsibility for any damage caused to the Owner's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be of indefinite duration and shall survive the termination of this Agreement.

- G. Independent Contractor. It is hereby understood that any and all employees of the Contractor and all other persons employed by the Contractor in the performance of services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claim made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

## **VIII. ADDITIONAL TERMS**

- A. Subletting or Assignment. Neither the Contractor nor City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Entire Agreement. This Agreement, including any attached schedules and exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.



C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

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**Authorized Signature**

**Date**

**BID FORM**

**ELECTRICAL REPAIR SERVICES**

**CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

We, the undersigned, hereby propose to provide Electrical Repair Services during normal working hours for the City of West Des Moines as a cost of \$\_\_\_\_\_ per hour, plus materials.

In the event that emergency repairs are required and requested beyond the normal work hours, the undersigned proposes to provide those services at a cost of:

Overtime Rate		Per hour, plus materials
Sunday / Holiday Rate		Per hour, plus materials
Trip Charge for Truck		Per hour or per trip ( <i>specify per hour or per trip</i> )

**DATE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**AUTHORIZED NAME (PRINTED):** \_\_\_\_\_

**FIRM/CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTACT EMAIL:** \_\_\_\_\_

**CONTACT PHONE:** \_\_\_\_\_

## **BID LIST**

### **ELECTRICAL REPAIR SERVICES**

#### **CITY OF WEST DES MOINES DEPARTMENT OF PUBLIC SERVICES**

1. ABC Electrical Services  
5299 NE 15<sup>th</sup> Street  
Des Moines, IA 50313  
[bidinvites@abcelectric.com](mailto:bidinvites@abcelectric.com)
  
2. Baker Electric, Inc.  
111 Jackson Avenue  
Des Moines, IA 50315  
[info@bakerelectric.com](mailto:info@bakerelectric.com)
  
3. MMC Contractors  
5000 Park Avenue  
Des Moines, IA 50321  
[bmreynolds@mmcontractors.com](mailto:bmreynolds@mmcontractors.com)
  
4. The Waldinger Corporation  
2601 Bell Avenue  
Des Moines, IA 50321  
[info@waldinger.com](mailto:info@waldinger.com)
  
5. A-1 Electric Service  
1501 Evans Street  
Des Moines, IA 50315  
[stickel4444@msn.com](mailto:stickel4444@msn.com)