



SOLICITATION

Solicitation #: C20-16

Solicitation Issue Date: 3/24/2020

Solicitation Type: Formal Bid

**Title: BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE
FOR THE CITY OF MIAMI AND AFFILIATES**

Brief Description: The City is seeking sealed bids for non-exclusive, as-needed, concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 14th, 2020

Time: 2 p.m.

Issued By Purchasing Agent, Krista Duhon

RETURN SEALED BID TO:

Krista Duhon – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354



INSTRUCTIONS TO BIDDERS

SEALED BIDS Bidders are invited to submit a bid to the City of Miami in a sealed envelope which is clearly marked with the solicitation number and the name and address of the bidder, to perform all work necessary to comply with the specifications and conditions contained herein.

BRIEF DESCRIPTION OF OPPORTUNITY Non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority. A response to this solicitation for bids will consist of specifying the labor rates the Bidder will charge the City of Miami (in linear feet/square feet) for the specified services. The amounts must be included in the proposer's response to this solicitation for bids as evidenced by completion of the Bid Form for C20-16 and returning it to the City Purchasing Agent by 2 p.m. April 14th, 2020, along with all other required documents cited herein.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the scope/specifications shall be submitted in writing to the City through the Purchasing Agent at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum to the Solicitation packet. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City of Miami to each person receiving a set of documents. The City of Miami will not be responsible for any other explanations or interpretation of the contract documents.

USE FORMS PROVIDED; OTHER DOCUMENTS Bids must be returned on forms provided in a sealed envelope. When submitting additional information, please do so on additional paper. The following must be provided with the response:

- Bidder's Response Sheet
- Bid Form
- Non-Collusion Affidavit
- Copy of Trade License(s)
- Proof of Worker's Compensation Insurance or affidavit of exempt status

WITHDRAWAL OF BIDS Any bids may be withdrawn at any time prior to the hour fixed in the solicitation for sealed bids for the opening of bids, provided that a request in writing, executed by the bidder, or the bidder's duly authorized representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid, colluded with any other party or parties, then the contract so awarded shall be null and void, and the bidder/Contractor shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work.

LICENSE Each Bidder shall possess such State and local license(s) as are required by law, and shall furnish copies of the same with its bid. Upon request, the successful Contractor shall furnish proof that any such license(s) continue in effect during the entire term of the contract.

TITLE 18 COMPLIANCE To the extent applicable, Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

LIABILITY INSURANCE The award of any contract is conditioned upon the successful Contractor's submission of a Certificate of Liability Insurance reflecting coverage of the type(s) and in the amount(s) set forth in the contract form and naming the City of Miami as an additional insured on the policy/ies.

OPENING OF BIDS Bids will be opened and recorded at the time and place indicated in the solicitation for sealed bids. Bidders or their agents are invited to be present.

ACCEPTANCE AND REJECTION OF BIDS The City of Miami reserves the right to accept the bid which, in its judgment is the best offer, to reject any or all bids, and to waive irregularities or informalities at its discretion.

AWARD OF CONTRACT The award of any contract will be made to the bidder offering the best value and having provided the necessary insurance and other documents required per the solicitation for bids and these Instructions. It is anticipated that approval will be received within 30 days of opening of bids. In the event that the approvals are not received or the City of Miami cannot award or reject said bids within 60 days from the date of opening bids, participants shall have the right to withdraw their bids on written notice to the City.

EXECUTION OF CONTRACT The contract executed by the successful Contractor, together with the required proof of insurance and other documents, shall be returned to the purchasing agent within 10 days from and after the date of the award of the contract.

FAILURE TO EXECUTE AGREEMENT AND PROVIDE PROOF OF INSURANCE Failure of a successful Contractor to execute the agreement and submit the required proof(s) of insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the City may then award the contract to the bidder offering the next best bid.

UTILITY MANHOLES/VALVES When the lowering or raising of manholes or valves is necessary or incidental to performance of any part of the contract, it shall be the responsibility of the Contractor to notify the Director of Public Utilities/designee in advance of such action.

LOCATING UNDERGROUND UTILITIES When necessary to performance of the contract, it shall be the responsibility of the Contractor to call OKIE before digging. To submit a locate request by phone, dial 811 or 1(800)522-OKIE. Contractor shall call OKIE prior to any excavation. It is the Contractor's responsibility to locate and preserve all utilities. The City shall not be responsible for or pay for any damage caused by the Contractor to any utility above or below ground. All damage to City's utilities will be billed to Contractor at a reasonable rate. This will cover the material and manpower of the repair.

PAYMENT Payment requests shall be submitted in the form of a detailed invoice provided on a monthly basis by the Contractor to the Public Works Director/designee, who will sign such invoice if satisfied with the work reflected therein. The invoice will then be submitted to Finance and set for approval at the next meeting of the City Council. Upon approval by the Council, a check will be issued to the Contractor

FINAL PAYMENT – LIEN RELEASE The final payment request of any 1-year term of the contract shall include a signed lien release on the form provided, for all work performed pursuant to the contract.

LEGAL CONTRACT A submitted bid constitutes a legal offer, and any bid, when accepted by the City, shall constitute an enforceable contract.

The contract resulting from this solicitation shall include the following documents:

- Solicitation, including these Instructions and the Contract, as amended (if applicable); and
- Successful bid (including required certifications), to the extent the bid does not conflict with the scope/specifications or anything in the Solicitation

Collectively, the documents comprising the contract shall be referred to as the "Contract Documents".

EMPLOYMENT RELATIONSHIP The contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Miami. The Contractor's employees shall not be considered employees of the City of Miami for any purpose, and accordingly shall not be eligible for rights or benefits accruing to City employees; nor shall the City be responsible with respect to Contractor or Contractor's employees for any Workers' Compensation benefits or other benefits required under state or federal law.



SCOPE, SPECIFICATIONS, AND REQUIREMENTS

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ON-CALL CONCRETE REPAIR SERVICE FOR THE CITY OF MIAMI AND AFFILIATES

Project specifics: The City is seeking sealed bids for non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of a linear feet/square feet rate. Rates shall include tools, transportation, machinery, and materials commonly on-hand for the trade, such as forms, ties, rebar chairs, stakes etc. The City of Miami shall supply all major material including concrete, rebar, baskets, paving fabric, geogrid and compaction/leveling rock. Contractor will be responsible for pick-up and delivery of same.

Contractor shall coordinate with owner; all slopes, grades and compaction of proposed work prior to placement of formwork. All improvements shall be completed as per available standard construction details. Details are available upon request. Private property damaged by the Contractor shall be replaced at no cost to the Owner. Grass damaged during repairs outside of designated work area shall be repaired with a seed mix approved by the Owner. Sodded lawns damaged outside of designated work area shall be replaced in-kind in coordination between the Homeowner and the Contractor. Traffic Control shall be the responsibility of the Contractor. All traffic control shall meet the minimum requirements of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Standards. Complete street closures will not be allowed and streets must be reopened at the end of each business day or prior to closing the next section of work.

All positions must be licensed as required by the State of Oklahoma and registered with the City of Miami. Contractor shall be responsible for obtaining any required permits. City will waive permit fees as necessary for each work order. Successful contractor must be available with a 48-hour response time for all emergency calls, including after-hours calls. Non-emergency calls shall require no more than a 5-day response time. All work shall be completed in a timely manner.



CONTRACT
ANNUAL ON-CALL CONCRETE REPAIR SERVICE

This Contract is made this ____ day of _____, 2020, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and _____ ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2021. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional named insured and having aggregate limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any

condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. Entire Agreement. Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. Notices. Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. Assignment. This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. Binding Effect. The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. Modification. No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. Applicable Law; Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. Waiver. No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. Severability. In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

City of Miami, Oklahoma,
A Municipal Corporation:

[Insert name of Contractor]:

Mayor Rudy Schultz

By: _____

Print Name (CONTRACTOR's authorized agent)

Approved as to form:

City Clerk - Attest

City Attorney



NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

STATE OF _____)
) ss.
COUNTY OF _____)

PO No. _____

Invoice No. _____

Amount \$ _____

I, _____, certify the following statements and responses:
(name of individual Affiant)

- A. For the purposes of competitive bids, I certify that
 1. I am the duly authorized agent of _____, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;
 2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

- c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
- d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / No
2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

 _____.

Certified this _____ day of _____, 20____.

 Name of Company

 Signature of Authorized Agent

Subscribed and sworn to before me on this _____ day of _____, 20____.

(Seal)

 Notary Public

My Commission Expires: _____



**BID FORM
C20-16**

Prices for requested project.	Cost per L.F./ S.F.
Form and pour curb and gutter under 200 lf. Form and pour curb and gutter over 200 lf.	\$ _____ per L.F. \$ _____ per L.F.
Form and pour 6" residential driveway Form and pour 8" commercial driveway	\$ _____ per S.F. \$ _____ per S.F.
Form and pour gutter crossings Form and pour sidewalks to match existing	\$ _____ per S.F. \$ _____ per S.F.
Form and Pour standard ADA curb ramp	\$ _____ per S.F.
Form and pour soft spot/utility cuts to match existing.	\$ _____ per S.F.

Signature of bidder / authorized agent:



BIDDER RESPONSE SHEET

1. RE: Solicitation No. _____

2. Bidder General Information:

FEI/SSN: _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Title: _____

Phone # _____ Fax # _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit:

YES – Permit # _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. Registration with the Oklahoma Secretary of State:

YES – Filing # _____

NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. Workers' Compensation Insurance Coverage:

YES – Include a certificate of insurance with the proposal.

NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

Date



LIEN RELEASE

WHEREAS, _____ has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL CONCRETE REPAIR

Contract #: C20-16

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: _____

Authorized Agent: _____

Typed or Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 20 ____.
Personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office, the day and year above written.

(Seal)

Notary Public

My Commission Expires: _____