



CITY OF COOS BAY

Request for Proposal
For
City of Coos Bay Pothole Repair

The City of Coos Bay wishes to obtain bids in regards to Street Maintenance. The scope of work involves pothole blade patching, and grind inlay. Each location is identified on the attached list as to the scope of repair for each location. All bids must provide for the above scope of work per list and comply with all provisions of this document (as well as Local, State and Coos County laws, codes or regulations as they apply to public buildings.

SUBMISSION OF QUOTE

To receive consideration, proposal must be submitted in accordance to the following instructions:

1. All quotes shall be in a sealed envelope and delivered to the

City of Coos Bay
City Manager's Office
500 Central Avenue
Coos Bay OR 97420

Public Works and Community Development:
500 Central Avenue
Coos Bay OR 97420
(541) 269-1181

2. The envelope must be clearly marked **"City of Coos Bay Pothole Repair."**
3. Submit three (3) copies of the proposal by **4:00 p.m. August 8, 2018**

If you have any questions, please contact Randy Dixon at 541-269-1181 or email rdixon@coosbay.org

The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified contractors to submit proposals for the 2018 City of Coos Bay Pothole Patching.

PROPOSAL REQUIREMENTS

The successful proposer must be bonded or bondable and insured, must execute a contract with the City for goods and services rendered.

Cover Letter: All proposals must include a cover letter to the attention of the City Manager's Office signed by the person legally authorized to bind the applicant to its proposal. The cover letter must include the name of the firm, the names of partners/principals.

QUALIFICATION EVALUATION CRITERIA

Cost Proposal: The cost component of each submittal will be evaluated with respect to the probable cost to the City of doing business with each submitter; cost proposals will be evaluated for realism and reasonableness of the overall cost and individual cost element estimates that include the three scopes; Pothole Patch, Grind Inlay, and Blade Patch.

PROJECT SCOPE:

All work is within the City of Coos Bay, which includes blade patching existing potholes, grind and inlay new asphalt (site specific), blade patch (site specific). The attached list outlines the scope for each location.

PROTECTION:

- All necessary steps shall be taken to protect the public, Contractor's employees and any property from damage while the work is being performed.
- Provide sufficient traffic control for each location according to MUTCD.
- Right-of-Way permits will be obtained by the City, as well as, any permit(s) needed to perform the work.

COMPLIANCE WITH RULES

Proposers responding to this RFP must follow its procedures and requirements; except as otherwise provided in the RFP, the applicable provisions or Oregon Administrative Rules shall apply where the City of Coos Bay Contract Rules do not address. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

SCHEDULE OF REQUEST FOR QUOTES

Proposal due	August 8, 2018 (By 4pm)
Bid opening at 4 p.m. at City Hall	August 8, 2018
Contract finalized	August 22, 2018
Letter to Proceed	August 23, 2018
Work to Start	August 27, 2018
Work Completed by	August 31, 2018

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the firm shall make the request. Withdrawal of a proposal will not preclude the proposer from filing a new Proposal.

APPEALS

Bidders who wish to appeal their proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) business days of the proposal due date who disagree with the procurement process.

Address: City of Coos Bay
Rodger Craddock, City Manager
500 Central Avenue Coos Bay OR 97420

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to a vendor by the City and all other documents to which the vendor's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

Vendor shall hold harmless, indemnify, and save the City, its officers, employees, and agents from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason or any act or omission of the vendor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts and other conduct.

EMPLOYMENT STATUS

Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right to determine and modify the schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means and manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the City. Contractor shall be responsible for any federal or state taxes applicable to any compensation of payments paid to Contractor under this contract and, the City will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance, or workers compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

INSURANCE

The Contractor shall maintain during the life of this contract the following minimum public liability and property damage insurance which shall protect the City and Contractor from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this contract, and the limit of liability for such insurance shall be as follows:

Level 3 Insurance Requirements: Construction contracts \$50,000 and under:

<u>Commercial General Liability</u> Per occurrence	\$ 1,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 1,000,000
<u>Automobile Liability</u> Per occurrence.	\$ 1,000,000

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.

The Contractor shall provide certificates of coverage, **including applicable endorsements and Waiver of Subrogation**, for such policies within ten (10) days of execution of the Contract. **The City shall be named as an additional insured on the policy by endorsement**; provided, however; that each party shall be liable for injuries or claims arising solely out of that party's acts or omissions and no claim as an "additional insured" shall be made against the other party's carrier for injuries or claims solely from or arising out of that party's acts or omissions. There shall be no cancellation, material changes, reduction of limits, or intent not to renew the insurance coverage without 30 days written notice from the Contractor's insurers to the City.

BID SHEET

As a publicly owned/operated structure, please note that Prevailing Wages for both the State of Oregon and Coos County apply.

http://egov.oregon.gov/BOLI/WHD/PWR/PWR_Jan2015_Index.shtml

The City of Coos Bay requests that the work be completed no later than **August 31, 2018**.

Blade Patch \$ _____ Grind/Inlay \$ _____

Submitted by

Print name of firm and signer

Signature

Date