



Department of Public Works

BID PACKET

**CONSTRUCTION TERM BID FOR PERIOD:
NOVEMBER 1, 2023 THROUGH JUNE 30, 2024**

FOR

Bid # 96863-091923 Pothole and Utility Cut Repairs

PACKET INCLUDES THE FOLLOWING:

- 1. Advertisement for Bids**
- 2. Vendor's Checklist of Required Information**
- 3. Bidder's Certification**
- 4. Vendor Data Form**
- 5. EBO Application**
- 6. Bond Requirements**
- 7. Construction Bid Instructions**
- 8. General Terms and Conditions of Construction Bidding**
- 9. Addenda Form**
- 10. Bid Proposal**
- 11. Bid Specifications**

**BIDS ARE DUE NO LATER THAN 3:30 PM ON BID OPENING DAY.
NO LATE BIDS WILL BE ACCEPTED.**

Section 1 – Advertisement for Bids
Bid # 96863-091923
Pothole and Utility Cut Repair



See the original advertisement for bids.

Section 2 - Vendor's Checklist of Required Information

Bid # 96863-091923

Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



NOTE: Bidders are required to initial below to insure all information has been read, understood and all pertinent information is enclosed. This page must be submitted with the proposal request information.

NAME OF COMPANY: _____

INITIAL TO INDICATE:

_____ All bid documents have been read and understood.

_____ All bid documents have been signed and completed.

_____ The completed original proposal documents along with two paper copies have been included.

_____ W-9 has been provided

_____ City EBO Forms have been completed. Attach any requests for waivers.

_____ Requirements have been met regarding Certificate of Responsibility.

_____ **For bidders not residents of Mississippi**, requirements have been met regarding out-of-state preference law, see section 31-3-21 (3) of the Mississippi Code .

_____ Bond requirements have been met.

All proposal documents must be delivered to the following address prior to the stated bid opening in a sealed package labeled with bid file number, bid name, bid opening date and time, Certificate of Responsibility ID, and bidder's name OR submitted by electronic means as instructed within the bid packet to Central Bidding at www.centralbidding.com .

Return all proposals to:

<u>DELIVERY ADDRESS:</u>	<u>MAILING ADDRESS</u>
CITY OF JACKSON	CITY OF JACKSON
MUNICIPAL CLERK	MUNICIPAL CLERK
219 S. PRESIDENT STREET	P.O. BOX 17
JACKSON, MS 39201	JACKSON, MS 39205

Bids submitted after the date and time of bid opening will not be opened,

Failure to comply with the above may result in rejection of your bid.

Section 3 - Bidder's Certification

Bid # 96863-091923

Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



I, (we) fully understand that this bid is irrevocably subject to the following:

- (1) that by signing this bid I (we) certify that I (we) have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding;
- (2) that no itemized attachments to this bid form will be allowed;
- (3) that the City of Jackson reserves the right to reject any or all bids;
- (4) that bids must be firm; bids determined not to be firm by the City of Jackson shall be treated as void;
- (5) that unit price bid quotes shall be completed by the bidder with no further calculations required of the City of Jackson in order to determine firm unit prices;
- (6) that the bid form must be signed and dated in appropriate place by bidder or his authorized agent;
- (7) that all material furnished shall meet or exceed the minimum requirements of the specifications
- (8) that I (we) may omit price quotes on any item which cannot be furnished or supplied for the full term as specified in the publication;
- (9) that I (we) hereby certify that the prices quoted herein do not exceed the prices permitted by law;
- (10) this is to certify that the undersigned is in compliance with the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1968, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Handicapped Act; the Sex Discrimination Act; the Copeland "antikickback" Act; and all executive orders and regulations relating to the above referenced acts, and all regulations issued under said Acts, and additionally, certify that the undersigned does not discriminate in employment and/or operations on the basis of sex, race, color, creed, religion, national origins, handicapped status or age.
- (11) The undersigned bidder hereby certifies and/or affirms that (he) (she) (it) is currently in compliance with and shall, for the term of the referenced project contract or

service period, remain in compliance with all pertinent United States government Rules, Regulations, and Standards relating to the funds, project or service, and/or Anti-Discrimination, GAO, OMB, or specific departmental standards. Further, this bidder is informed about and is familiar with all such Federal requirements and shall cooperate with the City of Jackson in complying with all audits and other inquiries to confirm compliance with such requirements.

DATED AND CERTIFIED BY:

SIGNATURE OF BIDDER/AUTHORIZED AGENT

COMPANY NAME

DATE SIGNED

Section 4 - Vendor Data Form

Bid # 96863-091923

Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my bid and all documentation required accordingly.

By signing the Vendor Data Form, the vendor declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this bid. Should any agreement be approved in connection with this bid, vendor declares and warrants that no elected or appointed official, officer, or employee of the City, during the term of his/or her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated, or future material benefit arising therefrom. My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person/or company engaged in the same line of business or commerce, or any act of fraud.

NAME OF COMPANY: _____

LEGAL ADDRESS: _____

PHONE: (____) _____ FAX: (____) _____

FEDERAL ID #: _____ **(Attach Form W-9)**

I hereby certify that I am authorized to sign this proposal for/or on behalf of the company.

SIGNATURE: _____ DATE: _____
(Authorized Principal)

PRINTED NAME & OFFICIAL TITLE: _____

DIRECT PHONE: (____) _____ EMAIL ADDRESS: _____

*******PLEASE PROVIDE ADDITIONAL INFORMATION BELOW IF APPLICABLE*******

CONTACT PERSON FOR THIS BID:

NAME: _____ TITLE: _____

DIRECT PHONE: (____) _____ FAX: (____) _____

CELL: (____) _____ EMAIL: _____

LOCATION ADDRESS (if different from above): _____

Section 5 – Equal Business Ordinance (EBO) Application

Bid # 96863-091923

Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



CITY OF JACKSON, MISSISSIPPI

Chokwe A. Lumumba, Mayor

**EQUAL BUSINESS OPPORTUNITY
(EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**

EBO PLAN APPLICATION CHECKLIST

To ensure that your Equal Business Opportunity (EBO) Plan Application is complete, please check each of the items below:

Waiver Requests

- If you cannot meet the EBO Participation Goals, you have checked that you are requesting a waiver.
- Your Waiver Statement is on your business letterhead and includes a clear and valid explanation of why the waiver is requested.
- If you have attempted to contact but have not reached minority contractors for your proposed project, you have identified the "good faith efforts" outlined in the EBO Plan Application.

Proposed Minority Contractors

- If you are a minority primary contractor, your business is not also listed as one of the subcontractors for the project.
- The minority contractor(s) that you list is/are currently certified with the City of Jackson and in accordance with the executive order. (Contact the Business Development Division at (601) 960-1055 to check the status of your proposed minority contractors.)
- Under each proposed MBE/FBE firm, only one minority business type is checked (for example, you have chosen FBE or AABE, but not both).

MBE/FBE Project Participation

- Your listed MBE/FBE will perform a commercially useful function (a distinct element of work that will be performed, managed, and supervised).
- You have provided details for both the type and scope of work the minority contractor will perform.
- Your MBE/FBE dollar value of the work to be performed is accurate.
- Your total percentages for MBE/FBE participation are included and accurate.

For more information contact:
The EBO Division, City of Jackson
601-960-1055

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY ORDINANCE

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every Contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder, or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Office of Economic Development at 960-1055. Copies of the EBO Ordinance, EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 218 South President Street, Second Floor, Jackson, Mississippi.



(EBO FORM 6-1-00)

EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers to ensure that they are not either actively or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) **"African American Business Enterprise (AABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function, and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) **"Asian American Business Enterprise (ABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function, and is owned and controlled by one or more Asian Americans and certified as such by the Division of Business Development.
- (3) **"Hispanic Business Enterprise (HBE)"** shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) **"Minority Business Enterprise (MBE)"** shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) **"Female Business Enterprise (FBE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function, and is owned and controlled by one or more females and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex if it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

Revised 06/01/05, TR

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i)** Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime Contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii)** An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. In determining

whether an MBE or FBE subcontractor is performing a commercially useful function, factors, including but not limited to the following, will be considered:

- (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages, and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the City, city contractor, or other person doing business with the City for the purpose of allowing those goods to be counted towards fulfillment of minority/women business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second-tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female-owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturer's representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American, and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is an MBE, a joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

- (a) The initial capital investment of each venture partner;
- (b) The proportional allocation of profits and losses to each venture partner;
- (c) The sharing of the right to control the ownership and management of the joint venture;
- (d) Actual participation of the venture partners in the performance of the contract;
- (e) The method of and responsibility for accounting;
- (f) The methods by which disputes are resolved; and
- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African-American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management, and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each Contractor, bidder, or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses, and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.**

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidders or offerors good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department.

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 06/01/05, TR

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. **Company Name:** _____
Address: _____
City: _____ **State:** _____ **ZIP Code:** _____
Telephone: (_____) _____
E-mail: _____

II. **Bid Name and Number:** _____

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** ***(SEE ATTACHMENTS)***
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. **Total Bid Amount:** \$ _____

V. **WAIVER REQUESTED ...** *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required WAIVER STATEMENT*)*

*** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.

4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance, which the bidder or offeror requires.
5. For each MBE and FBE contacted, which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service.

Authorized Signature and Title

Date

PRINT "AUTHORIZED" NAME HERE: _____

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



Revised 06/01/05, TR

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor	_____ Supplier
_____ Joint Venture	_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____%



Revised 06/01/05, TR

Section 6 - Construction Bond Requirements

Bid # 96863-091923

Pothole and Utility Cut Repair

RETURN THIS DOCUMENT AND BID BONDS WITH YOUR BID



Bid bond

The bid bond will be held in effect until the awarded bidder provides a performance and payment bond.

Performance Bonds

In accordance with Mississippi Code Ann. Sec. 31-5-51, the City of Jackson requires the posting of a performance bond in a form satisfactory to the City as follows:

The party awarded the bid must submit, within ten (10) days of the bid award, and before beginning the work, a performance bond in the amount of \$100,000.00. Said performance bond shall be made out in favor of the City of Jackson, Mississippi and issued by a Surety company qualified and licensed to do business in the State of Mississippi and acceptable to the City of Jackson, Mississippi. As the party awarded the bid is paid for work that totals at least \$90,000.00, but less than \$100,000.00, the party awarded the contract must obtain an additional performance bond in the amount of \$100,000.00. The party awarded the contract will continue obtaining performance bonds in increments of \$100,000.00 until such time as the City either expends its budget or the term bid expires. The foregoing notwithstanding, the intent is for the contractor to comply with and satisfy Mississippi Code. Ann. § 31-5-51 and any provision herein shall be construed to ensure compliance with said code section.

Each performance bond will be held in effect until all task orders issued under that payment bond have been successfully completed, the City fully accepts the work completed, and the time of the warranty period has expired.

Payment Bond

In accordance with MS Code Ann. Sec. 31-5-51, the City of Jackson will require the posting of a payment bond in a form satisfactory to the City. The party awarded the bid must submit, within ten (10) days of the bid award, and before beginning the work, a payment bond payable in the amount of \$100,000.00 and conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract and for protection against claims for payment of labor and materials by those subcontractors.. Said payment bond shall be made out in favor of the City of Jackson, Mississippi and issued by a Surety company qualified and licensed to do business in the State of Mississippi and acceptable to the City of Jackson, Mississippi. As the party awarded the bid is paid for work that totals at least \$90,000.00, but less than \$100,000.00, the party awarded the contract must obtain an additional payment bond in the amount of \$100,000.00. The party awarded the contract will continue obtaining payment bonds in increments of \$100,000.00 until such time as the City either expends its budget or the term bid expires.

The City of Jackson will retain this payment bond until vendor has submitted to the City proof of satisfaction of subcontractor's claims and/or release of subcontractor liens for the task order covered by the payment bond. The foregoing notwithstanding, the intent is for the contractor to comply with and satisfy Mississippi Code. Ann. § 31-5-51 and any provision herein shall be construed to insure compliance with said code section.

Section 7 - Construction Bid Instructions

Bid # 96863-091923

Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



1. All bids shall be submitted on City of Jackson bid forms.
2. Sealed paper bids shall be submitted in triplicate.
3. All sealed bids shall be submitted to the City of Jackson Municipal Clerk, 219 S. President Street, Jackson MS 39201 and clearly marked on the outside of the envelope as follows:

CERTIFICATE OF RESPONSIBILITY NO. _____ (ENTER CERTIFICATE OF RESPONSIBILITY NUMBER OF THE CONTRACTOR SUBMITTING THE BID)(or the statement: **“THE BID ENCLOSED HEREIN DOES NOT EXCEED FIFTY THOUSAND (\$50,000.00) DOLLARS”**, if the bid enclosed in the submitted envelope does not exceed \$50,000.00.)

Legal Name of the Entity submitting the bid: _____ (ENTER NAME)

Bid Number 96863-091923

Pothole and Utility Cut Repair

Bid Date: _____ (ENTER BID DATE)

No responsibility will attach to any person employed by the City of Jackson for premature opening of any bid not properly addressed and identified as stipulated above.

Bids may also be submitted electronically via the Central Bidding website at <http://www.centralbidding.com>

It shall be incumbent upon each bidder to understand the specifications as listed herein and to obtain clarification when necessary. It is not the intent of the specifications to limit the bidding to any make or manufacturer of materials, but rather to select such materials to fill a specific need and perform a specific task.

Questions regarding the specifications should be directed in writing to:

Robert Lee, P.E.

Interim Director of Public Works

601-960-1651

rlee@jacksonms.gov

The City of Jackson reserves the right to reject any and all bid(s) and to waive informalities.

INITIAL ACKNOWLEDGEMENT: _____

Section 8 - General Terms and Conditions of Construction Bidding Bid # 96863-091923



Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

NAME OF COMPANY SUBMITTING BID

Authorized Signatures: The bid must be executed personally by the vendor, a duly authorized partner of the partnership, or a duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

Late Bids: Bids must be received in City of Jackson Municipal Clerk before the designated time of bid opening. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened to the bidder.

Withdrawal of Bids Prior to Bid Opening: A bid may be withdrawn before the opening date by submitting a written request to the Municipal Clerk or, if the bid was submitted through Central Bidding, by requesting or withdrawing the bid in Central Bidding. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before the specified bid time. The City of Jackson reserves the right to withdraw a request for bids before the opening date.

Withdrawal of Bids After Bid Opening: Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

Bid Amounts: Bids shall show the vendor's unit/case prices, extensions where applicable and monthly usage multiplied by unit price. Unit price is broken down into a unit of measure to allow all bids to be compared fairly. Any ambiguity in the bid as a result of omission, error, unintelligible wording shall be interpreted in the favor of the City of Jackson. Should the indicated total sum of the separate bid items on the bid sheet differ from the actual sum of the separate bid items, the actual sum of the separate bids items shall be considered in awarding the bid.

Alternates: The invitation for bid and/or specifications may expressly allow bidder to submit an alternate bid in addition to the primary bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

Descriptions: Any brand specified is offered for comparative reasons only unless "no substitution" is noted within the specifications. The City of Jackson understands any specified brand is available to more than

one vendor and should not disqualify any bidder. If a bidder can prove equality of a substitution to the specified item, the City will consider that item as an equivalent.

Bid Alterations: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Tax Exempt Status: The City of Jackson is exempt from tax according to the enclosed notice. The bid price shall not include any taxes. The awarded bidder must cover all expenses in the stated bid amount.

Quantities: Quantities (when indicated) are estimated quantities only and are not a commitment to purchase. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Work will be ordered on an as-needed basis. Bidder is responsible for accurate final costs.

Bid Award: Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the lowest and best. Past experience with the City will be considered prior to award. The City of Jackson reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City of Jackson reserves the right to award based upon prior usage, individual line items, sections or total bid. Bidders are encouraged to bid every item.

Bidders who submit bids for categories or individual items will be considered if their bid price proves to create an advantage worth splitting the order. This decision will be in the City's discretion, but it is the City's intention to award each category of the bid to one vendor.

The City of Jackson reserves the right to waive all technical errors in the bids and to accept or reject any or all bids.

Responsible Standing of Bidder: To be considered for award, bidder must at least, have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

Proprietary Data: Bidder must indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Jackson will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including, but not limited to, the Mississippi Public Records Act of 1983, as amended.

Public Bid Opening: Bidders are invited, but not required, to attend bid openings. After the official opening of bids a period of not less than one week is necessary to evaluate bids. The amount of time necessary for the bid evaluation may vary and is determined solely by the City. The other bids will be available upon request on the date the agenda for the City Council meeting at which the bid is to be awarded is published by the Clerk of Council.

Delivery Charges: All delivery and freight charges, F.O.B. destination shown on the City of Jackson bid document are to be included in the bid price.

Samples, Demonstrations and Testing: At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Sample, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of the resulting contract. All samples (including return thereof), demonstrations, and/or resting shall be at the expense of the bidder/vendor.

Liquidated Damages Because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the City of Jackson will sustain by failure of the work to be completed on time, Liquidated damages in the amount of \$500 per calendar day will be assessed for failure to complete the work within the time allowed. Such liquidated damages are a reasonable estimate of the damages which will be sustained. The liquidated damages shall be deducted from any monies due or that may become due to the awarded successful bidder, and if insufficient to cover all damages, the successful bidder shall pay the amount of the difference.

Purchase Orders

If a purchase order(s) is generated by the City of Jackson Department of Public Works to the successful vendor, the purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the City for which a valid invoice has been received or that are in compliance with purchase laws of the State of Mississippi. No payment will be made until an order is complete.

Invoices

All invoices shall reference the City bid number. Invoices shall reference the bid item number or a detailed description for each item invoiced. Payment will be made under terms of the laws of the State of Mississippi.

Contract Definition

The General Conditions of Bidding, Specifications, including any addenda thereto, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City of Jackson, shall constitute a contract equally binding between the successful bidder and the City of Jackson, and the awarded vendor shall execute a contract, incorporating the terms and provisions of the complete bid, and which is consistent with the complete bid. When the successful bidder's contract contradicts the provisions of the complete bid, the City's bid will override the contract. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract, unless indexing of prices for inflation is specifically allowed under the bid specifications. Contract shall commence upon approval by the City of Jackson City Council and execution of a contract by the Mayor of the City of Jackson, unless otherwise stated in the contract.

Contract Agreement: Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract, unless the indexing of prices for inflation is specifically allowed under the bid specifications. Contract shall commence upon approval by the City of Jackson City Council and execution of contract by the Mayor of the City of Jackson and shall continue for the period of time in the bid specifications.

Change Order: No different or additional terms will become part of any contract or task order executed pursuant to this bid unless by written change order authorized by the City of Jackson City Council. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of City of Jackson and in accordance with the laws of the State of Mississippi.

Termination of Default: The City of Jackson reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Jackson reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to terminate the contract and to award the contract to another vendor.

Sale, Assignment, or Transfer of Contract:

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Jackson

Signature on all bid documents certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

Section 9 - Addendum Form
Bid # 96863-091923
Pothole and Utility Cut Repair



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

NAME OF COMPANY SUBMITTING BID

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Proposal.

If no addenda, please indicate with N/A in space provided.

- 1. Addendum #____ Date: _____
- 2. Addendum #____ Date: _____
- 3. Addendum #____ Date: _____
- 4. Addendum #____ Date: _____

Addendum Acknowledgement:

SIGNATURE: _____
Signature of Bidder or Authorized Agent

DATE: _____

Section 10 - Bid Proposal Form

Bid # 96863-091923

Pothole and Utility Cut Repair

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



From: _____
NAME OF COMPANY SUBMITTING BID

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER EMAIL ADDRESS

NAME OF LOCAL REPRESENTATIVE

In response to your advertisement for bids to furnish the City of Jackson with the construction work as set forth in the bid specifications for the period of **October 1, 2023 thru June 30, 2024**, the undersigned submits a bid as follows:

<u>Item</u>	<u>Unit</u>	<u>Bid Price per Unit</u>
Pothole Repair (Standard)	Square Yard	\$ _____
Pothole Repair (Saw-Cut)	Square Yard	\$ _____
Utility Cut Repair	Square Yard	\$ _____

Alternate Bidders

According to the Mississippi Code 31-7-13, up to two alternate bidders can be selected to use when the low bidder cannot supply the work specified. Any bidder who agrees to be selected as an alternate bidder and supply the work specified at the cost returned in the bid may be awarded as first or second alternate.

_____ **YES, consider us as an alternate** _____ **NO, do not consider us as an alternate**
NO RESPONSE WILL BE CONSIDERED AS A "NO"

SIGNATURE: _____
Signature of Bidder or Authorized Agent

DATE: _____

Section 11 - Construction Bid Specifications

Bid # 96863-091923

Pothole and Utility Cut Repair

RETURN THIS DOCUMENT WITH YOUR BID



1. DESCRIPTION

Repair potholes, spalled areas, depressions, and raveled or damaged pavement edges in roadway surfaces. Repair utility cuts that were not repaired after prior water or sewer repairs.

2. MATERIALS

Furnish materials that meet the requirements of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, including special provisions and supplemental specifications, as produced by the Office of State Aid Road Construction.

- Special Provision Section 901-S-401-2 – Hot Mix Asphalt (HMA) Marshall Mixtures
- Section S-407 – Tack Coat

Furnish materials that have been accepted for use by the Mississippi Department of Transportation. Contractor shall provide documentation of mix design approval from the Mississippi Department of Transportation materials lab.

- Cold Mix Asphalt

Pothole and utility cut repair material shall be Hot Mix Asphalt SC-1 Type 8 (Marshall Mix). Cold Mix Asphalt may be substituted. No substitution of asphalt material shall be approved without prior approval in writing from the City Engineer.

3. WORK METHODS

Work shall consist of task orders consisting of a list of pothole locations. Locations may be marked by a City inspector. The contractor shall have seven (7) calendar days, exclusive of federal holidays, to complete the task order. Potholes shall be repaired by one of the methods below as specified by the City Engineer or his representative.

- 3.1. **Standard Repair.** Remove loose and foreign materials from the repair area. Remove water, dry, and apply tack coat to surfaces of the repair area unless otherwise directed.

Place repair material in horizontal lifts as directed. Finish to grade and compact to conform to roadway surface. Compact with hand tamp, mechanical tampers, or rollers as directed or approved. Compact to achieve full consolidation.

Repair pavement edges to the line and grade of original pavement. Clean roadway surface after repair operations. Dispose of materials removed as directed or approved.

- 3.2. **Saw-Cut Repair.** Square the sides of the repair area by saw-cutting or other approved methods. Remove loose and foreign material. Clean and dry the repair area. Apply tack coat to surfaces of the repair area unless otherwise directed.

Place repair material in horizontal lifts no more than 2 inches deep. Finish to grade and compact to conform to roadway surface. Compact with hand tamp, mechanical tampers, or rollers as directed or approved. Compact to achieve full consolidation.

- 3.3. **Utility Cut Repair.** Square the sides of the repair area by saw-cutting or other approved methods. Edges shall be perpendicular to traffic unless otherwise directed. The edge of the repair area shall be at least 2 inches beyond the edge of the cut. Remove loose and foreign material. Remove additional material as directed such that the asphalt repair area shall be the same depth as the existing asphalt but no greater than 6 inches deep.

Verify that the subgrade beneath the removed materials provides adequate structural support. If not, the subgrade should be excavated and backfilled with suitable granular material. Sub grade must be inspected and approved by City inspector before covering.

Clean and dry the repair area. Compact material in the repair area with hand tamp or mechanical tampers as directed to prevent settlement of the repair asphalt. Apply tack coat to surfaces of the repair area unless otherwise directed.

Place repair material in horizontal lifts no more than 2 inches deep. Finish to grade and compact to conform to roadway surface. Compact with hand tamp, mechanical tampers, or rollers as directed or approved. Compact to achieve full consolidation.

Repair pavement edges to the line and grade of original pavement. Clean roadway surface after repair operations. Dispose of materials removed as directed or approved.

4. MEASUREMENT

Pothole repair and utility cut repair will be measured by the square yard of surface area. The minimum quantity per callout respectively is 5 square yards

5. PAY ITEM

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit prices bid for

Pothole Repair (Standard)	-- per square yard
Pothole Repair (Saw-Cut)	-- per square yard
Utility Cut Repair	-- per square yard

The price bid for pothole repair standard and saw cut and for utility repair is full compensation for furnishing materials; application of the tack coat; removal and disposal of debris and excess material; leveling off or weighing the load for measurement; and equipment, labor, tools, and incidentals. No fuel adjustments shall be allowed.