



REQUEST FOR BID (RFB)

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Daniella Howard, Purchasing Agent
Email: dhoward@cogsc.com
Phone: 843.545.4043

PROJECT: Sludge Dredging – WWTP Project #3404

DATE OF ISSUE: Friday, November 9, 2018

DUE: No later than 2:00 pm EST (local time) Wednesday, December 5, 2018

Return by mail or hand deliver only to the address below:

City of Georgetown
Attn: Purchasing
Sludge Dredging – WWTP
Project #3404
2377 Anthuan Maybank Drive
Georgetown, SC 29440

Background

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 10,000. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose

Over time, wastewater sludge has been carried over from the treatment system into the Holding Pond. There is a channel in which the sludge has accumulated and must be removed.

Project Description

The Contractor will need to remove the sludge build up within the channel in the Holding Pond. This is further described and shown on the Attachment 1, 2, and 3. There is a base bid for removal of sludge between pipes entering the Holding Pond and Concrete Piling #7. There is a bid additive for removal of sludge between Concrete Piling #7 and Concrete Piling #10. Included is a sludge blanket depth table as taken near each piling.

Scope of Services

Remove sludge build up in channel of Holding Pond at the WWTP. The sludge will be placed in a second holding pond adjacent to the Holding Pond being dredged. This removal and placement process must be approved by the City before taking place. The Contractor must take proper care not to damage any part of Holding Pond and restore this pond back to original condition after removal of sludge.

Process/Evaluation

Contracts shall be awarded to the best qualified, and lowest responsive and responsible bidder.

Questions

Please submit your questions in writing and email them to purchasing@cogsc.com by the deadline of 4:00 pm EST (local time), Tuesday, November 27, 2018. All submittals shall include the following in the subject line:

Questions – Sludge Dredging - WWTP

Answers to questions will be posted on the City’s website at www.cogsc.com under “Current Bids” as an Addendum no later than 5:00 pm EST (local time), Friday, November 30, 2018.

For technical information regarding this project please contact Will Cook, Public Water Utilities Manager, at wcook@cogsc.com or 843.545.4500.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE	EST (LOCAL TIME)
1. RFB ISSUED	FRIDAY, NOVEMBER 9, 2018	
2. DEADLINE FOR QUESTIONS – EMAILED TO PURCHASING@COGSC.COM	TUESDAY, NOVEMBER 27, 2018	4:00 PM
3. DEADLINE FOR ADDENDA(S) TO BE POSTED TO CITY’S WEBSITE WWW.COGSC.COM UNDER “BIDS”.	FRIDAY, NOVEMBER 30, 2018	5:00 PM
4. BIDS DUE NO LATER THAN	WEDNESDAY, DECEMBER 5, 2018	2:00 PM
5. APPROVAL OF CONTRACT BY CITY COUNCIL (TENTATIVE)	THURSDAY, DECEMBER 20, 2018	
6. CONTRACT AWARD (TENTATIVE)	JANUARY 2019	
7. PROJECT START DATE (TENTATIVE)	JANUARY 2019	
8. PROJECT COMPLETION DATE	45 CALENDAR DAYS AFTER NOTICE TO PROCEED IS ISSUED	

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City of Georgetown's desires, or to make corrections or changes to the RFB document or submittal process. When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows. All information will be updated and posted on the City's website www.cogsc.com under "Bids". It is the bidder's responsibility to obtain the information directly from the City's website regarding this project.

The City also reserves the right to cancel or reissue the RFB and/or revise the project schedule at any time.

Submittal Instructions

To be considered responsive, interested parties must submit the following in a sealed envelope:

1. One (1) initialed copy of this RFB
2. One (1) completed Mandatory Vendor Submittal Form (page 11)
3. Three (3) originals of Bid Form (pages 12 & 13)

On or before the deadline, 2:00 pm, Wednesday, December 5, 2018 EST (local time). Submit by mail or hand deliver only to the address below:

City of Georgetown
Attn: Purchasing
Sludge Dredging - WWTP
2377 Anthuan Maybank Drive
Georgetown, SC 29440

1. Sealed bids must be received no later than Wednesday, December 5, 2018 at 2:00 pm, and at said office will be publicly opened and read aloud at that time. No bid proposal will be accepted after the due date and time specified above. Faxed or emailed bid proposals will not be accepted for any reason. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole

judgement to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the firms submitting a bid proposal. All proposals should be clearly marked on the outside, "Sludge Dredging – WWTP Project".

2. It is the sole responsibility of the bidder to have their proposals delivered to the City of Georgetown before the closing hour and dated. The City assumes no responsibility for delivery of proposals that are mailed. Late, faxed, or emailed proposals will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
3. All proposals must be valid for a period of sixty (60) days following the bid opening date.
4. Proposals must be submitted by bidder's own format and shall address all RFB requirements. Partial or incomplete bids may be rejected.
5. The bidder shall submit a lump sum cost for all services required, in an itemized format. All costs incurred in preparing the proposal, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the respondent in response to this RFB become the property of the City of Georgetown and will not be returned.
6. Any proprietary information contained in the proposal should be so indicated as follows:
Vendor Disclosure—Notice of SC Freedom of Information Act
"The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA. We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to produce the material. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released."
7. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
8. Letter of Interest – Must be no more than two (2) pages (one page is one side of an 8.5" x 11" paper) in length and include contact information and signature.
9. Summary of Qualifications, Experience, and Availability – Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFB process to provide requested services to the City. Key staff members participating should be identified.

10. Proposed Process Approach – Must be no more than three (3) pages summarizing the method and approach to providing services to the City.
11. List of Professional References – Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
12. Disqualification and Rejection of Proposal – The City of Georgetown reserves the right to reject any proposal of a bidder who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFB documents, contract of similar nature, or to reject the proposal of a bidder who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth herein.
13. Assignment of Contract – Assignment by the selected bidder of any contract to be entered into in accordance with this RFB will not be recognized by the City of Georgetown unless such assignment has prior written approval of the City.
14. Insurance Provisions – The selected bidder will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at point of contract negotiation by the City’s Risk Manager as follows:
 - Comprehensive General Liability (per occurrence);
 - Comprehensive Auto Liability (per occurrence); and
 - Workers’ Compensation Liability

The City of Georgetown is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the bidder to advise the City’s Risk Management Department at Fax No. 843.527.6173; email, sanderson@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.

15. Indemnification - The selected bidder agrees to indemnify, defend and hold harmless the City of Georgetown and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
16. Compliance With Law – The selected bidder and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
17. City Business License and Permits - (Applicable for work performed on site) - The selected bidder shall be required to obtain all applicable City of Georgetown permits and business licenses. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

18. Bid and Performance Bonds – (Applicable for work performed on site) Bid and Performance Bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City’s interest. Any such bonding requirement shall be set forth in the solicitation.

Bid Security: In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding one hundred thousand dollars (\$100,000). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers’ check, or money order. The City, at its option, may require bid bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.

When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder’s responsibility.

(a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and

(b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

Approved by council 1.19.2017

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION –
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

WHEREAS, Council has determined that the existing Purchasing Regulations of the City of Georgetown should be revised and updated; and

WHEREAS, Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the City through established procurement procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, South Carolina that the existing Chapter 2, Article IV, of the City Code of Ordinances.

ARTICLE IV. PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Proposals (Bidding)

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.

4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

(a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

(b) Contracts for professional services except as provided for in Section 2-187 above;

(c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

(d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or

(e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either

City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



MANDATORY VENDOR SUBMITTAL FORM

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION - ARTICLE IV
PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

ARTICLE IV.
PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

I certify that [Company Name] _____
is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal
place of business is _____ [City and State].

I certify that [Company Name] _____
is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal
place of business is _____ [City and State].

(X) _____

Signature of Company Officer



**SLUDGE DREDGING WWTP
PROJECT # 3404**

Bid Form

Company Name: _____

Base Bid (Pilings 1 – 7) \$ _____ LS

Bid Additive (Pilings 8 – 10) \$ _____ LS

*Note: The City of Georgetown **is not** exempt from federal or state excise tax.*

By signature hereto the undersigned declares that I acknowledge that I have read and understand all items to be furnished and will comply fully with the requirements and specifications, except where otherwise specifically noted. I also understand that the City shall evaluate proposals in accordance with its Municipal Code and policies, and that it reserves the right to reject any and all proposals and to waive any irregularities which it may deem to be in its best interest. I also represent that I am a duly authorized legal agent and/or employee of the vendor on which I am making the foregoing proposal on its behalf, and that no collusion in any form has occurred, either directly or indirectly.

Dated this _____ day of _____, Year _____

Signature_____

Typewritten/Printed Name_____

Title_____

Name of Firm_____

Federal ID#_____

Business Address_____

City, State, Zip_____

Telephone Number_____ Fax_____

Email:_____

Vendor Comments:

General Contractual Requirements

1. Force Majeure - The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Bidder Qualifications - Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFB. The City of Georgetown reserves the right to make the final determination as to the bidder's ability to provide the services herein.
4. Bidder Responsibility – Each bidder shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the bidder to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFB or to a contract.
5. Affirmative Action - The bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. WMBE Statement - It is the policy of the City of Georgetown to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is further the policy of the City of Georgetown to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the bidder:

7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.

7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

7.3 Cause - Termination by the City for the cause, default or negligence on part of the bidder, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the bidder, the City reserves the right to purchase any and all items/services in default in open market, charging bidder with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Bidder Responsibilities - The bidder will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the bidder to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFB is to be subcontracted, the bidder shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful bidder will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the bidder.
10. Ownership of Material – All materials and documents submitted by the bidder in response to this specification become the property of the City of Georgetown and will not be returned to the bidder.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the bidder.
12. Contract Amendments - Amendments to any agreement between the City and the bidder must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the bidder as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the bidder, as determined necessary by the City. Pertaining to all audits, the bidder shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the bidder shall be made available for auditing purposes at no cost to the City.

16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations of an agreement.
17. Representations of Bidder - Bidder represents, warrants, and covenants that:
- (a) In providing the services bidder shall utilize the care and skill used by members of bidder's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the bidder (employees) to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Bidder agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or bidder's performance thereunder.
19. Insurance - The selected bidder will be required to provide and maintain proof of insurance throughout the project term in the amount of \$1,000,000.00, and as required at point of contract negotiation by the City's Risk Manager as follows:
- Comprehensive General Liability (per occurrence)
 - Professional Liability
 - Comprehensive Auto Liability (per occurrence)
 - Workers' Compensation Liability (as required by State of South Carolina statutes)
- The City of Georgetown is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under an Agreement. Further, it shall be an affirmative obligation upon the bidder to advise the City's Risk Management Office at Fax No. 843.527.6173; email sanderson@cogsc.com; PO Box 939; Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
20. City Business License and permits - The selected bidder shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, jgilliard@cogsc.com or 843.545.4041, for

business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

21. Bid and Performance Bonds – Bid and performance bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City’s interest. Any such bonding requirement shall be set forth in the solicitation.

Bid Security: In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding one hundred thousand dollars (\$100,000). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers’ check, or money order. The City, at its option, may require bid bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.

When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder’s responsibility.

(a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and

(b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

The Purchasing Agent shall make the award of bid after obtaining the recommendation from City Council. The award letter shall be issued by the Purchasing Agent or designee to the lowest responsible and responsive bidder meeting the requirements set forth in the Invitation for Bids.

(a) The division/department head is responsible for obtaining the required insurance certificates and Business License verification for submittal to the Purchasing Agent and Risk Manager for approval.

(b) A bid may be canceled and/or all bids rejected upon written recommendation of the division/department manager, and approval of the Purchasing Agent.