

Notice to Bidders

Minnehaha County Highway Department requests bids for "Culvert Replacements, County Highway 159 Mile Route Marker 18.0 and County Highway 102 Mile Route Marker 30.8".

Replace culverts at the two locations noted above. They will be 42" RCP and 36" RCP. The RCP will be provided by the County. Locations will be backfilled and finished with gravel. The County will pave these locations after the project is complete.

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N Dakota Avenue, Sioux Falls, SD 57104, not later than **10:15 a.m. Wednesday, February 20. Bids shall be publicly opened and read at the Auditor's Office at 10:30am.**

Specifications and proposal forms that must be used are available at Minnehaha County Highway Department located at 2124 E 60th Street North, Sioux Falls, SD 57103. Bids submitted on forms other than the proposal supplied by the Minnehaha County Highway Department will be irregular and will not be considered.

Minnehaha County reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the county.

Robert Litz, County Auditor

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Publish:

Argus Leader on February 4, and February 11

Brandon Valley Journal February 6

Garretson Gazette on February 7

Minnehaha Messenger on February 7

Construction Instructions to Bidders

1. **Completing the Bid Form:** All bids must be made on the bid forms provided within this document, except the bidder may attach a substitute computer-generated proposal form. Information shall be typed or printed in ink. The preparer must initial erasures and/or corrections. Each bid must be signed in ink by the bidder or authorized officer.
2. **Use of Standard Specifications:** The South Dakota Department of Transportation's *Standard Specifications for Roads and Bridges* (current edition) and the current version of the South Dakota Department of Transportation Supplemental Specifications and Errata are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download: <http://sddot.com/business/contractors/Specs/default.aspx>.
3. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low bidder.
4. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
5. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the County reserves the right to order less or more as dictated by actual needs.
6. **Excise Tax:** Construction services in South Dakota are subject to tax under SDCL 10-46A. Contractors shall include the applicable tax in their bid price for each item of work. Tax questions should be directed to the South Dakota Department of Revenue at 800-829-9188.
7. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
8. **Bid Guaranty:** Each bid shall contain a certified check or a cashier's check, for five percent (5%) of the amount of the bid. Such check shall be certified or issued by either a state or a national bank and payable to Minnehaha County. In lieu of a check, a bid may contain a bid bond for ten percent (10%) of the amount of the bid. Such bond to be issued by a surety authorized to do business in this state, payable to Minnehaha County, as a guaranty that the bidder will enter into a contract with the purchasing agency. (SDCL 5-18B-2, 13-20-7.1)

Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted.

If a successful bidder fails to enter into contract, the bid guaranty shall be forfeited to the County to compensate for administrative expenses of making a re-award or issuing a new request.

Notwithstanding the provisions of § 5-18B-2, the requirement of a bid bond, certified or cashier's check, cash, or other security *may* be waived by Minnehaha County if the bid submitted, including any alternates, does not exceed \$50,000.

No bid guaranty is required if the total bid price, including any alternates, is less than \$25,000 or if the bid is solely for the procurement of materials.

9. **Addenda:** The bidder shall acknowledge receipt of all addenda in the space provided in the bid proposal.
10. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with **Bid Proposal**, Project No., and "Due" date clearly printed on the front. When sent by mail, the sealed proposal shall be addressed as follows:

Due: Bid Date

Minnehaha County Auditor's Office
415 N Dakota Avenue
Sioux Falls, SD 57104
Bid Documents Enclosed

Proposals shall be filed prior to the time and at the place specified by the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

All sealed bids must be received by the Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, **no later than 10:15 a.m.** on the date of opening. Bids received after 10:15 a.m. or at a location other than the Minnehaha County Auditor's, will not be accepted. Bids will be publicly opened and read at the Auditor's Office at **10:30 a.m.** Bids delivered by Federal Express, U.S. Mail, etc., will be receipted as they arrive in the Auditor's Office. Except as otherwise provided by law, the record and each bid shall be open to public inspection. (SDCL 5-18A-5 (4))

11. **Withdrawal of Bids:** Any bid may be withdrawn by letter, in person or by electronic communications. Any bid may be modified by mail, FAX or electronic notice provided such notice is received no later than the time set for the opening of bids. The electronic notice or FAX cannot reveal the bid price but only the addition or subtraction to the bid price. An electronic notice or FAX may not be withdrawn after the opening of the bid and all FAX and electronic notices must be confirmed in writing before the awarding of the contract. (SDCL 5-18A-5 (6))
12. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.
13. **Bid Results:** Results of bid openings will be available at the Minnehaha County Highway Department following tabulation of the bids. A report on the bid opening will be presented by Minnehaha County Highway Department at the first subsequent Commission meeting. At that time,

(a) the contract may be awarded to the low bidder,

(b) the contract may be awarded to the low conforming bid, if the Minnehaha County Highway Department has determined that the low bid does not meet specifications, or

(c) the Commission may appoint a committee to review the bids.

In instance (b), the State's Attorney will review the bid documents to verify that the low bid does not meet specifications, and the items of nonconformance shall be detailed in the Commission meeting minutes.

After an award has been made and signed by the Commission, all bid proposals and related information will be on file at the Minnehaha County Auditor's Office for public review. Minnehaha County Auditor's Office will do all formal and informal notifications of bid awards.

14. **Method of Award:** This request will be evaluated and a contract award made to the lowest and responsible bidder deemed to be in the best interest of the County.

The County expressly reserves the right to waive technical irregularities in the bid or proposal of the lowest responsible bidder or offeror which irregularities do not alter the price, quality, or quantity of the services, or items of tangible personal property bid or offered. The County also expressly reserves the right to reject any and all bids if none received are satisfactory, or if it believes an agreement has been entered into by the bidders to prevent competition.

Alternates, if applicable, are prioritized and will be awarded in order as allowed by project budget. If Alternates are utilized, contract award will be made on lowest combined bid from a responsive and responsible bidder deemed to be in the best interest of the County.

If no firm and/or qualifying bids are received, the County may negotiate a contract for the best price. These negotiations will be documented within the Commission meeting minutes. (SDCL 5-18A-5 (9))

15. **Contract:** Within 30 days from the date of award, the successful bidder(s) shall enter into a contract by signature on separate contract documents which will be prepared by the County from information in this bid request and the successful bidder's response thereto. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.
16. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the County may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The County shall have all remedies provided in the contract and provided by law.
17. **Performance and Payment Bond:** The contractor must furnish a performance and payment bond in an amount equal to the contract price. This bond guarantees the faithful performance and the payment for labor and materials by the contractor. (SDCL 5-21-1, 13-20-7.1, 5-18A-36)

The requirement of a performance security may be waived by Minnehaha County when the bid submitted does not exceed \$25,000. (SDCL 5-21-1.1)

18. **Questions:** Questions pertaining to this bid request shall be directed to:

Company Name
Attn: Name
Address
City, ST Zip
Phone
E-mail Address

If the County deems it of general interest, the questions and answers shall be issued in a written addendum to each plan holder.

19. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the County. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the County upon execution of any agreement. Exceptions to this policy must be approved by the State's Attorney's Office.

- a. Workers' compensation. The policy shall provide the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability coverage of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
- b. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured. The insurance shall provide coverage on an "occurrence" basis "claims made. The policy shall be maintained for three years after completion of this contract.
- c. Automobile liability. The policy shall cover all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- d. The Contractor will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the County harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.
- e. The County's acceptance of a certificate of insurance does not mean that the County assumes responsibility for its validity. Nor does it mean that the County represents that the coverage and limits required are adequate to protect the Contractor.

20. **Conflicting federal rules govern on subsidized projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
21. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of “or equal” articles or materials shall be submitted to the County in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the County and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the County.

If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

22. **Builders Exchanges:** The contract documents are on file at the Sioux Falls Builders Exchange, Sioux Falls, SD, and the Plains Builders Exchange, Sioux Falls, SD.
23. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offerer who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the County. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.

