

PUBLISH: March 18, 2020

BID REQUEST NO. 001

NOTICE TO BIDDERS

The City of Roscoe, SD, requests formal bids for park shelter/community building.

Sealed bids shall be received by **The City of Roscoe**, P.O. Box 95, Roscoe, SD 57471, not later than 5:00 p.m., April 6, 2020. **Bids shall be publicly opened and read in City Hall, at 8:00 p.m.**

Specifications and plans can be obtained by contacting the City Finance Officer at 605-287-4400, by email at cityofroscoe@venturecomm.net, or City website www.roscoesd.org.

The City of Roscoe reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Roscoe, SD.

1. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number.
2. **Bid Security:** Each bid of \$50,000 or greater must be accompanied by a bid bond in the amount of 10 percent of the amount of the bid, or in lieu thereof a certified check, cashier's check, or bank draft in the amount of 10 percent of the amount of the bid. All bid guaranties shall be made payable to the City of Roscoe. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. **Bid guaranties other than those mentioned will not be accepted.** Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid security of the successful bidder shall be retained until the contract is executed and a performance security (if applicable) has been submitted.
3. **No Bid Security Required on Small Contracts:** No bid security is required if the total bid price, including any alternates, is less than \$50,000.
4. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with **Bid Proposal** clearly printed on the front. When sent by mail, the sealed proposal shall be addressed as follows:

**City of Roscoe
Bid Proposal
203 N Mitchell St
PO Box 95
Roscoe, SD 57471**

5. **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 City. 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 City upon execution of any agreement. Exceptions to this policy must be approved by the City Attorney's Office and Risk Management.

- 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 by endorsement shall name the City and its representatives (elected and appointed officials, agents, officers, City Council members, and employees) as additional insured. Blanket endorsements are acceptable if they define, list, or name "additional insureds" as including any person or organization for whom the Bidder is performing operations under a written contract. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this contract.
 - c. Automobile. 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 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's insurance companies must agree to provide by endorsement the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverages. The Contractor agrees to hold the City harmless from any liability, including additional premiums due because of the Contractor's failure to maintain the coverage limits required.
 - e. The City's acceptance of a certificate of insurance does not mean that the City assumes responsibility for its validity. Nor does it mean that the City represents that the coverage and limits required are adequate to protect the Contractor.
 - f. The commercial general liability, automobile liability, umbrella, employer's liability and workers compensation policies must be endorsed to provide a waiver of subrogation endorsement in favor of the City and its elected and appointed officials, agents, officers, City Council members, employees and consultants.
6. **Award and Execution of Contract:** Bids shall be evaluated and awarded by April 17, 2020.
 7. **Completion date:** Date of completion of this building project shall be on or before August 31, 2020. \$500 per day penalty shall apply for each day beginning September 1, 2020.