

**BUSINESS AND SUPPORT SERVICES
PROCUREMENT
COMPETITIVE SEALED BIDDING
CONSTRUCTION BIDDING**

CCCA

1. BID BOND REQUIREMENTS

A bid bond in an amount equal to at least 5% of the amount of the bid shall be required for all competitive sealed bidding for construction contracts. A surety company authorized to do business in the State of Utah shall provide the bond. This bond may also be in the form of a cashier's check or money order.

2. BID REJECTION FOR FAILURE TO MEET BID SECURITY

When a bidder fails to comply with the requirement for bid security set forth in the Invitation for Bids, the bid shall be rejected unless it is determined that the failure to comply with the security set forth in the Invitation for Bid is non-substantial.

3. IRREVOCABILITY OF BIDS

After bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids. The bidder may be permitted to withdraw a bid before award and no action shall be taken against the bidder or the bid security.

4. FORFEITURE OF BOND

The 5% bid bond required by law shall be drawn in favor of the Tintic Board of Education, and the check or bond of the accepted bidder shall be forfeited if the selected bidder fails or refuses to enter into the contract.

A. When a construction contract is awarded, the following bonds or security shall be delivered to the Tintic District Office and shall become binding on the parties upon the execution of the contract:

1. A performance bond satisfactory to the Tintic School District in an amount equal to 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Utah or a cashier's check equal to 100% of the contract.
2. A payment bond satisfactory to the Tintic District in an amount equal to 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Utah which provides protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract will be required for all contracts \$30,000.00 and over.
3. Proof of current participation in the Utah Worker's Compensation Fund, or other comparable insurance or proof of a current certificate of self insurance granted by the Utah Industrial Commission.
4. Performance bonds and payment bonds may not be necessary for contracts under \$30,000.00 unless required by the Tintic School District.

B. Any person who has furnished labor or material to the contractor or subcontractor for the

work provided in the contract in respect of which a payment bond is furnished who has not been paid in full within ninety days from the date on which the last of the labor was performed or materials were supplied by the person for whom the claim is made, shall have the right to sue on the payment bond for any amount unpaid at the time the suite is instituted and to prosecute the action according to Utah State Law.

C. Requests for information regarding the security bonds must be in writing.

D. The bonds shall be originals or certified copies, which can be obtained from a surety company authorized to do business in the State of Utah. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

5. ADVERTISEMENT OF PROJECTS EXCEEDING \$30,000.00

The Tintic Board of Education on all building construction projects exceeding \$30,000.00 shall advertise at least ten (10) days prior to bid opening, in a newspaper having general circulation throughout the state and in some newspaper published in the city or county. It should also be advertised in appropriate construction publications that offer free listings for sealed proposals for such building project in accordance with the plans and specifications. Such advertisement or notice shall state the place where, and the day and hour when the proposals will be opened, and shall reserve the right to reject any and all proposals.

6. AWARDING OF CONTRACT

At the time and place specified in said notice, the Tintic Board of Education shall meet and publicly open and read all proposals received and if satisfactory, shall award the contract to the lowest responsible bidder.

7. REJECTION OF UNSATISFACTORY BIDS

In case none of the proposals are satisfactory, all shall be rejected, and said Board shall advertise anew in the same manner as before.

8. FUND WITHOLDING FOR PROJECT COMPLETION

The Board may require in the contract to be executed that at least 10% of the contract price be withheld until the building project is completed and accepted by the Board. The money withheld shall be placed in escrow and the interest accrued shall be for the benefit of the contractor and sub-contractors and shall be paid after the project is accepted by the Tintic Board of Education.

9. PROCEDURE IF ALL BIDS ARE UNSATISFACTORY

If after twice advertising as provided herein, no satisfactory bid is received, the Board may proceed under its own direction to erect the building required, or in the case of a building not exceeding \$50,000.00 in cost, if no satisfactory bid is received after the first notice, the Tintic Board of Education may proceed with construction as it may determine; provided that no member of the Board of Education shall be financially interested in any contract directly or indirectly, for the erection or alteration of a school building.

10. PROJECTS UNDER \$30,000.00

When school building construction projects do not exceed \$30,000.00 in estimated cost, a

contract may be entered into by using competitive sealed proposals.

11. DISCLOSURE OF NON-RESPONSIBILITY

A written determination of non-responsibility of bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with information furnished by a bidder or offeror shall not be disclosed outside of the purchasing division or purchasing agency without prior written consent by the bidder or offeror.

12. INVITATION FOR BIDS

The Invitation for Bids is used to initiate a competitive environment. 'The Invitation for Bid includes the following:

- A. Instructions and information to bidders concerning the bid submission requirements, including the time and closing date for submission of bids;
- B. The address of the office to which bids are to be delivered; and
- C. Any other special information such as, the contract terms and conditions, including warranty and bonding or other security requirements, as applicable, including proof of participation in Utah Workers' Compensation Fund or comparable errors and omissions coverage and general liability insurance coverage.
- D. The Invitation for Bids may incorporate documents by reference provided that the Invitation for Bids specifies where such documents can be obtained.

13. BIDDING TIME

Bidding time is the period of time between the date of distribution of the Invitation for Bids and the date set for opening of bids. In each case, bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of ten (10) working days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined by the Business Administrator.

14. REQUIRED FORM

The Invitation for Bids will provide a form that shall include space in which the bid price shall be inserted and which the bidder shall sign and submit with all other necessary submissions.
