

City of Hardeeville, South Carolina
205 Main Street
Hardeeville, SC 29927
Phone: 843-784-2231, Fax: 843-784-6384



REQUEST FOR PROPOSALS FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE

1. Introduction

The City of Hardeeville, South Carolina (“City”) is requesting proposals (RFP) to establish a contract with a qualified supplier (“Contractor”) to provide collection and disposal of residential household solid waste, recyclable materials, and yard waste to residents of the City as further described in the RFP.

The City of Hardeeville is an approximately 56 square mile community of approximately 8,000 residents that includes single and multi-family homes located in Jasper and Beaufort Counties, South Carolina. As part of this contract, waste collection services will be offered to all residents of the City; waste collection service is not mandatory but must be offered to each resident.

2. Scope of Work

The Contractor shall offer solid waste and recyclable materials collection services to all City approved, occupied residential units within the City Limits on a once per week basis from roll out carts; bulk item and yard waste collection service shall be provided twice per year and also be offered on an as-requested basis. Special accommodations for disabled or handicapped persons shall be arranged with individual residents as required at no additional cost.

2.1. Household Solid Waste

Household solid waste collection service shall be offered to each City residence, including single and multi-family residential units; solid waste collection service is not mandatory, but must be available to all units if desired. The Contractor will be responsible for soliciting service from each unit and will contract separately with each unit that requests service (see Appendix “B”). Household solid waste shall be picked up on weekly basis for a fixed monthly fee to be billed by the Contractor directly to the residential customer.

2.2. Recyclable Materials

Household recyclable materials collection service shall be offered to each City residence, including single and multi-family residential units; recyclable materials collection service is not mandatory, but must be available to all units if desired. The Contractor will be

responsible for soliciting service from each unit and will contract separately with each unit that requests service (see Appendix “B”). Recyclable materials shall be picked up on weekly basis for a fixed monthly fee to be billed by the Contractor directly to the residential customer. Recyclable materials shall include at a minimum: glass, metal, and paper; if plastics are to be collected, the Contractor can specify the types of plastics that will be collected. Residents shall not be required to separate recyclable materials.

2.3. Yard Waste

Yard waste generated by residential customers shall be collected bi-annually at a fixed fee to be divided equally and billed as a separate line item of the regular monthly bill, and on an as-requested basis for an additional fixed fee.

2.4. Bulk Pick-Up Services

Bulk item pick up service shall be provided bi-annually, once in the Spring and once on the Fall, at a fixed fee to be divided equally and billed as a separate line item of the regular monthly bill, and on an as-requested basis for an additional fixed fee.

2.5. Service to the City of Hardeeville

Solid waste and recyclable materials collection shall be provided to the City of Hardeeville including all City Facilities and Properties including temporary roll off dumpsters basis at no cost to the City. The Contractor will be required to maintain a current City of Hardeeville business license.

2.5.1. Special Events

Solid waste and recyclable materials collection shall be provided to the City of Hardeeville for special events and activities that take place at City facilities. The City will notify the Contractor of the event schedule and service requirements no less than thirty (30) days prior to the event.

3. Service Area

The service area shall include all areas within the City Limits of Hardeeville.

4. Contract Terms and Conditions

The initial term of the contract is for five (5) calendar years from the execution date of the contract. The City shall retain the option to renew which shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Notice of Award Amendment. In the event that the contract resulting from the award of this RFP shall terminate prior to the award of for a new contract for the identified services, the City may, with the written consent of the Contractor, extend the contract for such a period of time as may be necessary to permit the City continued service. The contract may be amended in writing from

time to time by the mutual consent of the parties. The resulting award of the contract does not guarantee volume or a commitment of funds.

5. Billing and Payment

5.1. Set-Up Fee

There shall be no set-up fee charged to customers.

5.2. Single Fee

The Contactor shall charge a single fixed monthly fee for the included services indicated in Section 2 (see Appendix "C"). Service fees shall remain locked in for 24 months from the execution date of the contract, thereafter service fees may be adjusted at the end of each 12 month term up to a maximum agreed upon increase. The maximum annual percentage of adjustment should not be greater than the CPI as published by The U.S. Department of Labor, Bureau of Labor Statistics, for the Southern Urban Region. The Contractor shall notify customers and the City at least 90 days prior to any rate increase.

5.3. Additional Services

The Contractor shall provide a fixed fee for individual (one-time) yard waste and/or bulk item collection services for customers requesting such services. Service fees for additional pickup may be adjusted at the end of each 12 month term up to a maximum agreed upon increase. The Contractor shall notify customers and the City at least 60 days prior to any rate increase.

5.4. Suspension of Service

Customers shall be permitted, at no cost, to suspend service from four (4) consecutive weeks up to eight (8) consecutive weeks per calendar year.

5.5. Name and Address of Customers

The Contractor shall provide in writing the name and address of each customer in Hardeeville within 30 days of execution or termination of a contract for service; the Contractor shall also provide in writing the name and address of each customer in Hardeeville not less than 90 days prior to the expiration of a contract for service.

6. Exclusive Rights

The Contractor will have the exclusive right to service residential customers. Following the release of this RFP, no other solid waste collection company currently servicing customers in Hardeeville shall be permitted to require any current or future customer to enter into an agreement or accept payment for any service that extends past September 30, 2021.

7. Franchise Fee

The City will impose a five percent (5%) franchise fee upon the Contractors gross revenue generated from this contract. The Contractor shall provide the City an itemized report describing the Contractors gross revenue on a monthly basis; the report must detail each customer account and fees collected. The City will calculate the franchise fee based on this report and invoice the Contractor monthly.

8. Exceptions

The Contractor is exempted from collection of the following:

1. Commercial and Industrial Waste
2. Hazardous Materials

9. Travel Areas

All vehicles are to stay on roadways. No vehicle is allowed on sidewalks, lawns, or other non-roadway surfaces without prior written permission of the property owner.

10. Damage to Property

The Contractor assumes total liability for any damage to buildings, grounds, surfaces, etc. or any other property (including vehicles) resulting from the negligence of the Contractor or the Contractor's employees while performing the services required within this RFP. No damage repair work caused by the Contractor in the performance of this RFP will be paid by the City or residences of the City.

11. Recordkeeping and Reporting

The Contractor shall submit electronic reports, using software and formats approved by the City, on a monthly basis. All records shall be available to the City at reasonable times and places throughout the term of the Contract, and for a period of five (5) years after termination of the Contract. The Contractor shall create, maintain, and deliver to the City the following records:

- Documentation of new service requests including the physical address to be served, date of service request, and date of commencement of service.
- Documentation of termination of service requests including the physical address served, date of termination request, and date of termination of service.
- Documentation of solid waste, recycled waste, brush, and bulky waste tonnage delivered to a disposal facility

The contractor shall also maintain an exclusive complaint log for customers in Hardeeville with the following information:

1. Date and Time of Complaint Received

2. Name and Address of Complaint
3. Nature of the Complaint
4. Initials of the Person Receiving the Complaint
5. Action Taken to Resolve the Complaint
6. Date and Time of Resolution of the Complaint
7. Initials of the Person Entering the Resolution

The Contractor shall provide the City a copy of the Compliant Log monthly, and make the Log available at any time for review and/or audit. It shall be available upon request for inspection by Hardeeville customers during normal business hours. It shall be the responsibility of the Contractor to resolve service complaints in a satisfactory and timely manner. The Contractor shall provide the City a local 24 hour contact responsible for addressing service complaints.

The City will assess a penalty for complaints not immediately resolved and/or for complaints that occur on a continuous basis as follows:

- Failure to clean-up and collect Contractor caused spillage: \$100 per incident to a maximum of \$500 per truck per day
- Failure to complete collection of any street within the City: \$150 per incident
- Days incomplete. Days are incomplete if less than 80% of the scheduled services are not completed on a single day: \$1,000 when not completed on the scheduled day. \$2,500 when uncompleted days are not recovered by the next calendar day.
- Failure to deliver or replace collection receptacles for any reason within five (5) business days of written notification: \$100 per receptacle per incident.
- Failure to submit complete and accurate monthly reports in a timely manner: \$500 each

12. Vehicles, Equipment, and Personnel

The Contractor shall provide all vehicles, equipment, and personnel to effectively provide waste collection service as described in this RFP.

12.1. Containers

The contractor shall provide, at no cost, to each residential unit two (2) rolling waste receptacles of at least ninety (90) gallons in capacity constructed of heavy duty plastic with attachments for hydraulic loading into the Contractor's collection vehicle, one of these receptacles must be of a different, easily distinguishable color, and be clearly marked "Recyclables Only". The Contractor shall also provide, at an added cost, additional receptacles upon request. The Contractor shall replace or repair, at no additional cost, containers that are damaged during regular waste collection operations. Containers shall be maintained in a state such as to prevent leaking, spilling, or blowing of the contents from the container. In the event of spillage during emptying of the receptacle, the Contractor shall immediately clean up and perform any such cleanup, removal, or remediation as required in an environmentally acceptable manner.

The Contractor shall provide, at no cost, any rolling waste receptacles and dumpsters as requested by the City for use at City buildings. The Contractor shall also provide, at no cost, additional waste receptacles to the City on a temporary basis for special events including rolling waste receptacles roll off dumpsters.

12.2. Vehicles

The Contractor shall maintain vehicles used for the collection and transportation of solid waste in the City in good order and repair, and shall cleaned and disinfected once per week at a minimum; vehicles shall be subject to inspection and approval by the City. Each vehicle shall have clearly visible on each side the name and telephone number of the Contractor as well as an individual identification number.

12.3. Personnel

The Contractor shall certify to the City that all employees are legal residents of the United States and conform to any and all State of South Carolina Illegal Immigration and Reform Act requirements.

13. Ownership of Solid Waste Materials

The ownership of solid waste when collected and emptied by the Contractor's equipment into their vehicles shall become that of the Contractor and will transfer to the owner/operator of the disposal facility.

14. Schedules

Solid waste collection shall be performed during daylight hours on a regular schedules basis and shall not commence prior to 7:00 am or extend after 6:00 pm. without prior written approval from the City.

14.1. Weekly

The Contractor shall provide once per week residential solid waste and recyclable materials collection as described in this RFP. The Contractor shall provide a daily schedule describing which areas and addresses are to be collected on each week day to the City and to each customer. Customers and the City shall be notified of any deviation from the schedule at least 30 days prior to the deviation.

14.2. Yard Waste

The Contractor shall provide twice per year residential yard waste collection as described in this RFP. The Contractor shall provide a schedule describing dates and addresses to be collected to the City and to each customer. Customers and the City shall be notified of any deviation from the schedule at least 60 days prior to the deviation.

14.3. Bulk Pick-Up Services

The Contractor shall provide twice per year bulk item collection as described in this RFP. The Contractor shall provide a schedule describing dates and addresses to be collected to the City and to each customer. Customers and the City shall be notified of any deviation from the schedule at least 60 days prior to the deviation.

14.4. Service to the City

The Contractor shall provide once per week solid waste collection to the City's facilities as described in this RFP. The Contractor shall provide a schedule describing weekdays for collection to the City. The City shall be notified of any deviation from the schedule at least 30 days prior to the deviation.

14.5. Observed Holidays

The Contractor shall be excused from provided service on holidays observed by the City or when accessibility to the waste disposal facility is denied due to closure which would render collection service impractical. Collection that does not occur on a normally scheduled day shall occur the following business day. The contractor shall provide a schedule of customers effected by observed holidays specifying the dates that will be effected and the day that waste will be collected to the City and to each customer.

15. Regulatory Compliance

The Contractor shall comply with all City, State of South Carolina, and Federal laws, rules, and regulations.

16. Contractor Conduct

The Contractor's employees shall conduct themselves with a high degree of morality and behavior. There shall be no boisterous, offensive, or obscene language or gestures.

17. Qualifications of Vendors

To demonstrate the qualifications for the services required, the Contractor shall submit with his proposal satisfactory proof of his qualifications to perform in a satisfactory manner the work covered by this RFP (Appendix "D"). The Contractor shall submit, among other items, information, evidence, and statements with respect to the following:

1. That the Contractor has a well-trained and competent organization which has done work of a similar nature, character, and value.
2. That the Contractor will have available adequate equipment and facilities to do the work.

3. That the Contractor has ample equipment, supplies, and repair parts to maintain all required equipment and facilities properly and with no delay to insure a scheduled level of service to the City.
4. A listing of the Contractors experience with service agreements and contracts in which the personnel with the Contractor has provided service of a similar magnitude to the work herein proposed in this RFP.
5. The Contractors information including the Contractors name, address, telephone number, fax number, cellular telephone number(s), and contacts persons who will be responsible for overseeing the services in this RFP including their location and the office location that will handle complaint and inquiry calls. The Contractor shall provide the name and contact information of the manager or supervisor that will be responsible for the oversight of the City's contract.

18. RFP Process

The objective of this RFP is to select a qualified supplier to provide the services outlined in this RFP to the City. The RFP process will be conducted to gather and evaluate responses from supplier for potential award. All qualified suppliers are invited to participate by submitting proposals as further defined below. After evaluating all submitted proposals received prior to the closing date of this RFP, the preliminary results of this RFP will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

19. Schedule of Events

Description	Date	Time
Release of RFP	August 13, 2021	N/A
Deadline for Written Questions	August 23, 2021	5:00 pm EST
Proposals Due / RFP Close	September 7, 2021	2:00 pm EST
Notice of Award (on or about)	October 7, 2021	N/A
Contract Term Begins	October 15, 2021	N/A

20. Instructions

By Submitting a proposal, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions.
2. Agrees to comply with the information and instruction contained herein.

20.1. Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the following:

Rhett Lott, City of Hardeeville Public Works Director
rlott@cityofhardeeville.com

No questions other than written will be accepted. No response other than written will be binding upon the City.

20.2. City's Right to Request Additional Information

Prior to contract award, the City must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven business days to submit the information requested.

20.3. Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

20.4. City's Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

20.5. City's Right to Amend or Cancel RFP

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Contractor submitted its proposal) unless expressly stated otherwise in the Contractor's proposal.

20.6. Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

20.7. Submittal Instructions

Listed Below are key actions related to this RFP.

20.7.1. RFP Released

The release of this RFP is communicated through public advertisement in the following:

City of Hardeeville Website: www.hardeevillesc.gov
South Carolina Business Opportunities (SCBO) Newsletter
(Appendix "D")

20.7.2. Submitting a Proposal

The Contractor must submit **two (2) bound original** and **two (2) unbound copies** of their proposal in a sealed envelope with the Contractor's signature across the seal and the words "**SOLID WASTE RFP**" in **BOLD RED** letters clearly visible on the front of the envelope.

Proposal should be submitted via **USPS** to:

The City of Hardeeville
Attn: Solid Waste RFP
P.O. Box 609
Hardeeville, SC 29927

Proposal should be submitted via **UPS/FedEx** or **Hand Delivery** to:

The City of Hardeeville
Attn: Solid Waste RFP
205 East Main Street
Hardeeville, SC 29927

20.7.3. Revising, or Cancelling a Submitted Proposal

In the event that a Contractor desires to revise or cancel a submitted proposal, the Contractor must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Contractor is submitting a revised proposal, the original proposal will be returned unopened to the Contractor. A revised proposal must be received by the City prior to the RFP closing date and time.

21. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractors submitted pricing.

21.1. Standard Insurance Requirements

If awarded a contract, the Contractor shall procure and maintain insurance which shall protect the Contractor and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Contractor shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

- 1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.
- 2. General and Automobile Liability:

Bodily injury, each occurrence	\$ 500,000.00
Bodily injury, aggregate	\$ 500,000.00
Property Damage	\$ 100,000.00
Business Auto Liability per occurrence	\$1,000,000.00
Excess Umbrella Liability per occurrence	\$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

21.2. Bonds and/or Letter of Credit

21.2.1. Bid Bond

The awarded Contractor shall be required to furnish a bid bond to the City in an amount equal to \$50,000.00. The bond shall be issued by a Corporate Surety company authorized to do business with the City. The performance bond must be submitted as an attachment to this proposal. (Appendix “F”)

21.2.2. Performance Bond/Letter of Credit

The awarded Contractor shall be required to furnish a performance bond or an irrevocable letter of credit to the City for the faithful performance of the contract in an amount equal to \$250,000.00. The bond shall be issued by a Corporate Surety company authorized to do business with the City. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the Contractor.

22. Proposal Certification

By submitting a proposal, the Contractor understands and agrees to the following:

1. That this proposal constitutes and offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Contractor's proposal; and
3. That the proposal submitted by the Contractor shall be valid and held open for a period of one hundred and twenty (120) days from the final RFP closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
4. That the Contractor's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Contractor understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

23. Proposal Evaluation and Award

23.1. Administrative/Preliminary Review

Upon close of the RFP, proposals will be reviewed by City staff to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by the deadline
2. Proposal is complete and contains required documentation

23.2. Proposal Evaluation

If the Contractor's proposal passes the Administrative/Preliminary review, the proposal will be submitted to City staff and the City Manager for evaluation.

23.3. Selection and Award

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the contract, or the City Council can determine that additional information is required from any or all Contractors.

The decision to award the contract will be made by a majority vote of the City Council.

23.4. Public Award Announcement

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Hardeeville Website: www.hardeevillesc.gov

24. Indemnification and Hold Harmless

The Contractor shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, damages, and expenses of whatever nature (including without limitation, attorney's fees) relating to or arising from (1) Contractor's breach of any of the representations and warranties contained herein; (2) Contractor's failure to follow the City's specifications; (3) Contractor's other breach of the terms hereof; (4) any other act(s) or omission(s) of Contractor, its employees, independent contractors, agents, and suppliers.

25. Assignability

The Contractor may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

26. Audit

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Contractor which pertain to the Contractor's fulfillment of this agreement, including franchise fees and penalty payments, and charge therefore.

27. Default and Termination

Failure of the Contractor to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the contract written notice of any default; the Contractor shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Contractor to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.

28. Appendices:

- A. Contractors Contact Information**
- B. Sample Residence Contract/Agreement**
- C. Fee Schedule**
- D. Contractors Qualifications and References**
- E. Public Advertisement**
- F. Bid Bond**

29. Contract

Upon notification of award, the proposal as submitted, including any and all appendices, attachments, amendments, and revisions shall comprise in its entirety the contract for services as described.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Hardeeville, South Carolina this ____ Day of _____, 2021.

Witnesses

City of Hardeeville

By: _____

It's: _____

Contractor:

By: _____

It's: _____

Appendix A
Contractors Contact Information

Company: _____

Mailing Address: _____ **Physical Address:** _____

Telephone: _____ **Fax:** _____

Contact Person: _____ **Title:** _____

Email: _____

24 Hour Local Contact: _____

Mobile Phone: _____

Email: _____

Toll Free Customer Telephone: _____

Appendix B
Sample Residence Contract/Agreement

Provide a Sample Residence Contract/Agreement

Appendix C
Fee Schedule

Regular Service:

Service	Frequency	Unit Charge	Monthly Charge
Solid Waste Collection	Weekly		
Recyclables Collection	Weekly		
Yard Waste Collection	Bi-Annually		
Bulk Item Collection	Bi-Annually		

Additional Services:

Solid Waste Collection (per occurrence)	
Recyclables Collection (per occurrence)	
Yard Waste Collection (per occurrence)	
Bulk Item Collection (per occurrence)	
Additional Receptacle (each per month)	

Appendix D
Contractors Qualifications and References

Provide Qualifications and References

Appendix E
Public Advertisement

REQUEST FOR PROPOSALS
FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE

Sealed proposals for **Collection and Disposal of Residential Solid Waste** will be received by **the City of Hardeeville, Attn: Rhett Lott**, at 205 Main Street, Hardeeville, SC 29927, until 2:00 p.m., Tuesday September 7, 2021 at which time they will be publicly opened.

The project consists of the following generally described work: Exclusive rights to provide collection and disposal services for residential household solid waste, recyclable materials, yard waste, and bulk items for residents of the City of Hardeeville.

Project Bid Documents may be downloaded from the City of Hardeeville website at the following web address:

A Bid Bond and Performance Bond, as described in the RFP, shall be required. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond. All bonds shall be by a surety company licensed in **South Carolina** with an "A" minimum rating of performance and a financial strength of at least \$1,000,000 as listed in the most current publication of "Best's Key Rating Guide Property Liability".

Owner reserves the right to reject any or all proposals, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional proposals and to reject the proposal if Owner believes that it would not be in the best interest of the Project to make an award to that proposer, whether because the proposal is not responsive or the proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

Appendix F
Bid Bond