

## INFORMATION FOR BIDDERS



1. RECEIPT AND OPENING OF BIDS

The City of Florence (hereinafter called the "Owner"), invites bids on the (Bid Form - Unit Price) attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Florence, City Center, Purchasing/Contracting Office, 324 West Evans Street, Florence SC29501-3430 until 2:45 P.M. on Tuesday, August 6<sup>th</sup>, 2024 at which time said bids will be publicly opened and read aloud. The envelopes containing your bid and Bid Bond only must be sealed, addressed to City of Florence and designated as Bid for Bid No. 2024-41: Waterline Extension along Whitehall Shores Road.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the (Bid Form - Unit Price). All blank spaces for bid prices must be filled in, in ink or typewritten and a Bid Bond must be submitted with the bid.

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Information for Bidders, may be rejected at the option of the Owner.

The correct total amount bid for the completed work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item by the unit price bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's address, Contractor's License Number, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

Only contractors who have purchased a complete set of bid documents and by doing so have been placed on the official Planholders' List will be allowed to submit a bid on this project.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. TELEGRAPHIC MODIFICATION

Any bidder may modify its bid by telegraphic or facsimile communication at any time prior to the scheduled time for receipt of bids, provided such telegraphic or facsimile communication is received by the Owner prior to closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic or facsimile modification over the signature of the bidder was mailed prior to the closing time. The telegraphic or facsimile communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by

the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic or facsimile modification.

5. METHOD OF BIDDING

The Owner invites the following bid(s):

a. Unit Price

6. QUALIFICATION OF BIDDER

The Owner may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

7. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a Bid Bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Cash or checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as bidder has not been notified of the acceptance of its bid.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree also to pay as liquidated damages the sum indicated on the Bid Form for each consecutive calendar day thereafter as hereinafter provided in General Conditions.

10. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing, addressed to URS Corporation, 101 Research Drive, Columbia, SC 29203. To be given consideration, the request must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with bidders delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, as specified in General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company, bond shall be countersigned by an agent residing in South Carolina, and the said surety shall be satisfactory to the Owner.

13. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

- (a) Inspection and testing of materials
- (b) Insurance requirements
- (c) Stated allowances
- (d) Permits and Rights-of-way
- (e) Hazardous Gas Safety (Section 01060).
- (f) Per South Carolina Infrastructure Improvement Program (SCIIP) requirements, the debarment status of the bidder and all subcontractors will be checked using SAM website ([www.sam.gov](http://www.sam.gov)).
- (g) Utilization of Disadvantaged Business Enterprise (DBE) in Procurement.

15. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. The Owner will decide which is the lowest qualified bidder, and in determining such bidder, the following elements will be considered for each bidder:

- (a) Maintains a permanent place of business.
- (b) Has adequate plant equipment and personnel to perform the work properly and expeditiously.
- (c) Has suitable financial status to meet obligations incident to the work.
- (d) Has appropriate technical experience.

17. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

18. ORDER OF WORK

The bidder's attention is directed to Section 00800, Supplemental General Conditions, on special provisions associated with the order of completion of work.

END OF SECTION