



## **GENERAL INSTRUCTION(S) TO BIDDERS**

1. **Compliance:** All participating bidders, by their signature hereunder agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied. Upon submitting a bid proposal, the Bidder warrants that he/she is familiar with all provisions of the contract/bid documents, and agrees to comply with them.
2. **Interpretation of Documents and Specifications:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of Specifications, Schedules and Information Sheets or the proposed Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City before expiration of the ultimate time set for the receipt of bids.

Wherever the word "Contract" appears, it shall be held to include all the documents as listed in the General Conditions. No less than all of the parts of the Contract Documents shall constitute the formal Contract.

3. **Proposal/Bid/RFQ:** All proposals/bids/RFQ must be made on the forms, if provided, in this bid. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the bidder; if initialed, the City may require the bidder identify the alteration so initialed. Each bid shall be mailed or delivered; each bid shall be enclosed in a sealed envelope, endorsed on the outside of the envelope with the words "**CITY OF HANAHAN DOWNTOWN REVITALIZATION**". Such bids will be submitted to the City of Hanahan 1255 Yeamans Hall Road, Hanahan, SC 29410.
4. **Signatures of Bidders:** Each Bidder shall sign his bid, quote or proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the



word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

5. **Qualifications of Bidders:** Bidders may be requested to submit satisfactory evidence that they have a practical knowledge of the work bid upon, and that they have the necessary financial/material resources to complete the proposed work.
  - a. Each bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any other work which impairs his ability to finance this Contract or provide proper equipment for the proper execution of the same. The City may request a list of other projects, if deemed necessary.
  - b. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.
6. **Withdrawal of Bid:** No Bidder may withdraw his Bid for a period of sixty (60) days after the date and hour set for the opening herewith. A Bidder may withdraw his Bid at any time prior to the expiration of the period during which Bids may be submitted, by written request of the Bidder, which request must be signed in the same manner and by the same persons or person who signed the Bid.
7. **Mistakes in Bidding Instructions:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that Bidders submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the Bidder has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the Bidder to receive compensation for materials not used in the Work or for labor that would not be required for the Work, the contract price shall be decreased proportionally. If the mistake causes the Bidder to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase



in the cost of required materials and labor caused to the Bidder. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another Bidder, as the City deems appropriate. Nothing in this provision shall

apply to mistakes made by the Bidder in completing the bid form or in performing the contract.

8. **Payments:** Payment for all work performed under this Contract will be made by check, by the City within thirty (30) days after completion and acceptance of the work covered by the Contract. Partial estimates may be issued and paid as provided in the General Conditions.
9. **Defense of Suits:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of Contract, the Contractor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
10. **Bonds:**
  - a. Bid Bond – **YES**
  - b. Warranties and Guarantees. Workmanship warranty of at least 30 days (if applicable)
11. **Acceptance of Bids:** The City of Hanahan reserves the right to reject any or all bids, to waive formalities, and to accept the bid which appears to be in the City's best interest.
12. **Bid Results:** Bidders desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening. No bid results will be given over the telephone. All Bid tabs are posted on the City of Hanahan Website. <https://cityofhanahan.com/government/administration/purchasing/>

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