

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

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1.01 RELATED DOCUMENTS

- A. Document 00 00 00 – Letter to Prospective Bidders
- B. Document 00 41 00 – Bid Forms
- C. Document 00 50 00 - Contract Forms and Supplements
- D. Document 00 72 00 - General Conditions
- E. Document 00 73 00 - Supplementary Conditions

PART 2 INVITATION

2.01 BID SUBMISSION

- A. Bids will be received by the City of Myrtle Beach (herein called the "Owner"), at the Purchasing Office located at 3231 Mr. Joe White Avenue, Myrtle Beach, South Carolina until **2:00PM** local time on **Wednesday, July 10, 2019**, at which time they will be publicly opened and read aloud.
- B. Bids submitted after the time and date set for the receipt will be returned to the Bidder unopened.
- C. Amendments to the submitted offer will be permitted if received in writing prior to Bid closing and if signed by the same party or parties who signed and sealed the original bid.

2.02 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. The work includes all work described in the Contract Documents.
- B. Location: 2101 N Oak Street, Myrtle Beach, South Carolina.
- C. The Owner reserves the right to reject any and/or all Bids.

2.03 CONTRACT TIME AND LIQUIDATED DAMAGES

- A. Contractor shall complete all work within **120 calendar days**. Liquidated damages of **\$500.00 per day** will be assessed for each day thereafter that the contractor fails to substantially complete the work.

PART 3 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents, Bid Forms, any Supplements To Bid Forms, and Bid Securities identified herein.
- B. Contract Documents: Defined in the Agreement Form.
- C. Bid: Act of submitting a sealed offer.
- D. Bid Price: Total cost to perform the work submitted by the Bidder in the Bid Form.

3.02 AVAILABILITY

- A. Bidding Documents may be obtained from through the City of Myrtle Beach website www.cityofmyrtlebeach.com) Bid documents may be mailed or sent via e-mail by vendor request only. Only Bidding Documents obtained from the above listed source are official. Bidders who rely on copies of Bidding Documents obtained from any other source

- B. Bid Documents are made available only for the purpose of submitting a bid for this project.

3.03 EXAMINATION

- A. Each Bidder must satisfy themselves of the accuracy of all bidding information by examination of the site, a review of the drawings, and by reading and being thoroughly familiar with the Contract Documents including Addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.
- B. Upon receipt of Bid Documents, verify that documents are complete. Notify Engineer should the documents be incomplete.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid documents.

3.04 QUERIES/ADDENDA

- A. Direct all questions to Tina Causey at the City of Myrtle Beach, **843-918-2184 or email: tcausey@cityofmyrtlebeach.com**.
- B. Addenda may be issued during the Bidding period. All Addenda shall become part of the Contract Documents. Include any resultant cost adjustments in the Bid Price.
- C. Verbal instructions or comments are not binding on any party.
- D. Clarifications requested by Bidders must be in writing within two (2) business days after mandatory per-Bid meeting scheduled on Thursday, June 27, 2019 at 10:00 A.M. The reply will be in the form of an Addenda, a copy of which will be forwarded to known recipients.

3.05 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product/system, substitutions will be considered unless otherwise stated in the Contract Documents.
- B. Bidders shall include in their Bid, any changes required in the Work to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions shall not be approved.

3.06 CONTRACT DOCUMENTS

- A. The Contract Documents contain the provisions required for the completion of the work. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of

the conditions of the contract.

PART 4 SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. The Bidder is responsible to inspect the project site before submitting a Bid in order to become familiar with site and conditions at the building where the work is located.
- B. The project site is available for examination by Bidders. Prior contact to schedule a day and time for a site visit is required, Contractor's are to contact Brian Monroe at 849-918-1230.

PART 5 QUALIFIED BIDDERS

5.01 QUALIFIED BIDDERS

- A. The Myrtle Beach Convention Center is a successful and essential component of the City of Myrtle Beach. As such, this project constitutes work critical to both the on-going and long-term operation of the Center. In consideration of this essentiality, the magnitude and complexity of the work, and the absolute need to maintain uninterrupted operation and meet contracted event/activity obligations, the City of Myrtle Beach has determined its best interests will be served by engaging contractors who meet the following criteria:
 - 1. Adequate financial resources, including evidence of ability to bond the entire project.
 - 2. Record of experience completing projects of similar magnitude and complexity in the region.
 - 3. Headquartered in the region for responsiveness (4-hour drive time) during and after construction and familiarity with suppliers, subcontractors and construction practices in the Myrtle Beach area.
 - 4. In-house management, supervision, safety, and construction personnel adequate to meet the significant demands of a continuously operating the Convention Center.

5.02 EVIDENCE OF PERSONNEL QUALIFICATIONS

- A. Bidders must be licensed to perform work in the State of South Carolina and shall include their license number on the Bid Documents.
- B. Evaluation of Bidders will concentrate on the experience of their key personnel assigned with projects of comparable scope and complexity. Attachments exhibiting such experience must be included with the bid.

5.03 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor.
- B. Information on subcontractors shall be furnished by the Bidder to the Owner as required in the Contract Documents.
- C. All Subcontractors must be approved in writing by the Owner prior to the performance of any work.

PART 6 BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Each Bid must be submitted in a sealed envelope, addressed to the City of Myrtle Beach, Purchasing Office, located 3231 Mr. Joe White Avenue, Myrtle Beach, South Carolina prior to the date and time listed in the Advertisement for Bids.
- B. Each sealed envelope containing 3 (three) copies of the Bid must be clearly marked on the outside of the envelope with the project name, project/bid number, the Bidder's name and address, date of opening, and the words "**SEALED BID**" in bold print.
- C. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- D. Bids mailed shall be enclosed in another envelope. Insert the closed and sealed Bid Form in the envelope to be mailed.
- E. The Bidder shall assume full responsibility for the correct labeling and identification of the sealed bid. No responsibility shall be attached to any City employee for opening a bid that is not properly identified or inserted in a sealed envelope prior to insertion in an express carrier envelope or package.
- F. A summary of submitted Bids will be made available to all Bidders within five (5) working days following the Bid opening by the Purchasing Office.

6.02 BID INELIGIBILITY

- A. Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will at the discretion of the Owner, be declared non-responsive.
- B. Bids delivered orally or via telephone, e-mail, facsimile, or electronic mail, or other such methods are not sealed bids and shall result in the bid being considered non-responsive.

PART 7 BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than five (5%) percent of the Bid Price. (Include Power of Attorney).
 - 2. Certified check in the amount of five (5%) percent of the Bid Price.
 - 3. Other types of security may be allowed if pre-approved in writing by the Owner.
- B. Bids shall be submitted on the required form and shall include Bid Proposal, Non-collusion Affidavit, Bidder's Representation, Statement of License Certificate, Statement of Experience of the Bidder, Project Manager/Safety Officer, Project Superintendent, and List of Subcontractors.
- C. The Bid Bond shall name the Owner as Obligated, and be signed and sealed by the Contractor as principal as well as the Surety.
- D. Bid securities will be returned to all Bidders upon receipt by the Owner of the required Insurance, Performance, and Payment Bonds from the successful Bidder.
- E. Include the cost of Bid security in the Bid Price.
- F. All Bid securities will be returned to the respective Bidders.
- G. If no contract is awarded, all Bid securities will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Successful Bidder: Shall provide the stipulated insurance, along with the Performance and Payment Bonds as described in the Contract Documents.
- B. Include the cost of Performance and Payment Bonds in the Bid Price.
- C. Attorneys-in-Fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

7.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. All Bids shall be submitted on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.
- C. Bidders must satisfy themselves of the accuracy of the estimated

quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities or nature of the Work.

7.04 BID FORM SIGNATURE

A. The Bid Form shall be signed by the Bidder, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the

President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so must also be submitted with the Bid Form.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

PART 8 OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain irrevocable for a period of sixty (60) days after the Bid closing date.
- B. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the successful Bidder.

8.02 ACCEPTANCE OF BID

- A. The Owner reserves the right to accept or reject any or all bids. Lowest bid may not prevail. Award of the bid will be based on the bid prices, references, past performance of bidder and any proposed subcontractor with projects of comparable scope, complexity, and time constraints.
- B. The Owner may make such investigations as he deems 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 Agreement and to complete the Work contemplated therein.

- C. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, Bond forms, and Certificate of Insurance. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- D. The Owner within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, Certificate of Insurance and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

END OF SECTION