

## INSTRUCTIONS TO BIDDER

### 1. SUBMISSION OF PROPOSALS:

- A. Sealed proposals will be received by The City of Hinesville at the City Hall, 115 East ML King Jr. Drive, Hinesville, GA 31313 until 2:00 p.m. local time, on January 12, 2022 for all labor and materials required to fully complete the work identified in the plans and specifications for (A) refurbishment conversion of existing tennis court, athletic fields, sidewalk, walking trail, asphalt park lot. (B) bathroom facility, pavilion, skate park and play ground equipment.
- B. At the time and place noted above, the proposals will be publicly opened and read aloud.
- C. The proposal (including Statement of Bidder's Qualifications) shall be submitted **in duplicate** on an exact copy of the proposal form bound herein. Both copies of the Proposal Form must be signed. All blank spaces on the forms shall be filled in and all information called for shall be provided. The terms "NO BID" may be used to fill in a blank space on the Proposal Form. All signatures shall be in ink and in longhand, and the completed forms shall be without alterations or corrections; any interlineations must be initialed by the Bidder.
- D. Failure to submit a proposal in the form requested or the inclusion of any alternates, conditions, limitations or provisions not called for, will render the bid irregular and shall be considered sufficient cause for rejection of the bid.
- E. Proposal shall be in opaque, sealed envelope and marked "Southside Park, Ph. 1" and shall bear the name of the Bidder. Proposal is to reach the above address no later than the hour and date named above, or authorized extension thereof. No proposal will be received after that time.
- F. Proposals, together with the full bid bond, may be withdrawn by Bidders prior to the time set for official opening. After time has been called, no proposal may be withdrawn for a period of sixty (60) days after the time and date of the opening.

### 2. INTERPRETATIONS:

- A. Neither Owner nor Engineer will be responsible for any oral instructions or interpretations of the Drawings and Specifications.
- B. Requests for interpretations of Drawings and Specifications must be made in writing to the Engineer no later than seven (7) days prior to date set for receipt of bids, and failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer.

- C. All interpretations made to bidders will be issued in the form of an addendum to the Plans and Specifications will be sent to all bidders. The requirements of such an addendum are to be included in the bids, and in closing the contract, the addenda will become a part thereof.

3. BASIS OF CONTRACT AWARD:

- A. The competency and responsibility of a bidder will be considered in making the award. Owner does not obligate himself to accept the lowest bid or any other bid.
- B. The Owner reserves the right to reject any or all proposals and to waive any technicalities.
- C. Award of the project will be made based on the bidder with the highest score. The scoring criteria will be based on the following:
  - **Minority and Women-Owned Business Enterprise Policy**
    - The bidder will describe how they plan to meet the M/WBE goals (13%; 10% MBE and 3% WBE) that have been established for the project. It will be determined if the bidder has met MBE and WBE goals individually and collectively, thereby satisfying the MWBE goal. If the bidder does not meet the MWBE goal, they must meet Good Faith Efforts with the proper documentation required under the M/WBE policy.
    - Scoring values:
      - 10 points if MWBE Goals are met.
      - 5 points if Good Faith effort is met.
      - 0 points if Goal nor Good Faith effort are met
  - **Contract Price Provisions**
    - The bidder's proposed price will be weighed heavily based on the budget for the project.
    - Scoring Values
      - 85 points for Low Bid
      - 75 points Second Low Bid within 5% of the low bid
      - 70 points Second low bid more than 5% of the low bid
      - 65 points for Third Low Bid

- Each subsequent bidder with a higher value will receive a score 5 points lower than the previous
- **Local Preference**
  - The bidder will be awarded points based on meeting the criteria of being deemed local by certain criteria such as:
    - Business being located within the geographic boundaries in the City of Hinesville or Liberty County
    - Business where at least 51 percent of the owners of the business are residents of the City of Hinesville or Liberty County, but the business is located outside of the City or County.
    - Business where at least 51 percent of the employees of the business are residents of the City of Hinesville or Liberty County, but the business is located outside of the City or County.
  - Scoring Value:
    - 5 points for local proposer

All proposals will be reviewed and scored by the review committee. In the event of a tie the contract will be awarded to the bidder with the lowest price.

4. FORMS AND BONDS:

- A. The Bidder's attention is directed to the Proposal Form and the Performance and Labor and Materials Payment Bond section.
- B. The bond shall be accompanied with the agents and underwriters name, address and telephone number.

5. INSPECTING AND TESTING OF MATERIALS:

- A. Whenever, in these Contract Documents, inspecting, testing, or certification of material(s) is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by an Independent Testing Laboratory and the character of the test shall be stipulated by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and test must be furnished in quadruplicate to the Engineer by the bureau, agency, or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor.

6. CONSTRUCTION SCHEDULE:

- A. The Contractor will be required to submit a construction schedule in writing identifying milestones and completion dates at the preconstruction conference. He shall also be required to submit a resume' of the proposed job superintendent for approval by the Engineer.

7. INSURANCE:

- A. The Contractor's attention is directed to Article 11 of the Supplemental General Conditions, "Insurance." He should review these requirements and be prepared to submit insurance certificates providing the coverage identified. On the insurance certificates, the "Certificate Holder" should be listed as **both** the Owner and P.C. Simonton and Associates, Inc.

8. CONSTRUCTION STAKING:

- A. The Owner will provide horizontal and vertical control. The Contractor will be responsible for construction staking.

9. UTILITY CONTRACTOR LICENSING LAW:

- A. Effective December 31, 1993, a new law took effect which has an indirect effect on engineers. As of that date all utility contractors must be licensed; a utility

contractor is anyone who digs 5 feet or deeper on a public or private project and where the cost of work exceeds \$100,000.

- B. Effective July 1, 2004 the law was modified where the cost of work has no dollar amount therefore anyone who digs 5 feet or deeper on a public or private project must have a utility license.
- C. “It shall be unlawful for any person to contract with any other person for the performance of utility contracting work who is known by such person to not have a current, valid license as a utility contractor pursuant to this chapter.” (O.C.G.A. 43-14-8.2(h)) Bids or proposals for utility contracting work will NOT be opened or considered unless the Utility Contractor License number is written on the face of the bid or proposal.

10. PROJECT PHASING:

- A. The project will be constructed in two phases. The first phase contractor will be expected to take all precautions and measures to accommodate phase 2 of the project. Phase 2 includes the pavilion, the skate park, bathrooms, site and court lighting, electrical and landscape plantings.