



## **Town of Bluffton Request for Proposals RFP #2019-17**

### **DESIGN-BUILD SERVICES, BULKHEAD AT 111 CALHOUN ST. (WRIGHT FAMILY PARK)**

#### **1. PURPOSE**

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing “Design-Build” services for the Town of Bluffton’s Bulkhead located at 111 Calhoun Street, under a fixed price contract. The target start date for performing these services is March 2019. **This is a down-select process from the preceding Request for Qualifications.**

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town’s best interest to do so.

#### **2. SOLICITATION TERMS and CONDITIONS**

##### **Proposers Responsibility:**

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Proposer will rely. If the Proposer receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and

requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

A Proposer, by submitting a proposal represents that the Proposer has read and understands the Request for Proposals requirements and its response is made in accordance therewith and that the Proposer is familiar with the local conditions under which the awarded Proposer must perform.

It is incumbent upon each prospective Proposer to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

**Pre-bid Meeting:**

A mandatory pre-bid meeting will be required to clearly identify and clarify the scope of work in regard to the extent of tree preservation and debris removal.

***This meeting will be held on-site on:***

**2:00 PM, Wednesday, January 30, 2019**

**Questions and Inquiries:**

Questions and inquiries will be received on this RFP. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). It is the Proposer's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted to:

**Gerry Díaz, Project Manager**  
**[gdiaz@townofbluffton.com](mailto:gdiaz@townofbluffton.com)**

no later than:

**4:00 PM, Thursday, January 31, 2019**

**Restricted Discussions:**

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this RFP or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal

**Submittal of Proposals:**

Sealed proposals shall be received by or prior to:

**2:00 PM on Monday, February 18, 2019**

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**RFP # 2019-17**

DESIGN-BUILD SERVICES FOR THE BULKHEAD AT 111 CALHOUN ST.  
(WRIGHT FAMILY PARK)

**Town of Bluffton**

**Attn:** Gerry Díaz

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

**Town of Bluffton**

**20 Bridge Street**

**Bluffton, South Carolina 29910**

**Public Opening of Proposals:**

Due to the renovation of Town Hall and the inability to provide proper accommodations for all participants and attendees of the public opening, the public opening will be held immediately following the deadline and at the address, on the date and time specified below:

**2:15 p.m. on Monday, February 18, 2019**

**Rotary Community Center / Oscar Frazier Park**

**11 Recreation Court**

**Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening location. Packages must be submitted to the Town Hall location prior to the deadline to be considered. Packages mailed or hand delivered to the Rotary Community Center will be rejected.

The names of the firms submitting qualifications packages will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

**Late Submittals:**

***Under no circumstances shall qualifications statements be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place prior to the deadline. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.***

**Acceptance / Rejection:**

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

**Proprietary and/or Confidential Information:**

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

**Award:**

Award will be made to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

**Local Preference:**

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file.

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent (see weight numbers to reflect this)

### 3. QUALIFICATIONS

Offerors previously submitted qualification packages in response to the Request for Qualifications. The top qualified Offerors were invited to submit proposals. As a result of qualifications being previously submitted, no new submittal on qualifications is required.

### 4. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Offerors are encouraged to propose alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package. The target date for starting these services is **March 2019**.

#### **Scope of Work:**

The Town of Bluffton and the Beaufort County Open Land Trust purchased the Wright Family property at 111 Calhoun Street in 2017 to provide additional access to the May River and to create a passive park for the community. The existing river bluff is experiencing some erosion and needs to be stabilized with a bulkhead. The proposed new bulkhead (approximately 234 LF) will tie into the proposed new dock bulkhead and continue along the Critical Line to the adjacent property to the East. Bulkhead design/construction shall follow DHEC/OCRM permit conditions.

The work should include:

- Bulkhead design/engineering

- Geotechnical data
- Existing debris removal (Concrete and organic)
- Backfill and grading
- Bulkhead construction
- Wingwall construction (or alternate method)
- Existing shoreline tree protection for four trees (rip-rap w/ filter fabric or alternate method)
- Include any unmentioned line items along with estimated allowance

Base-bid should include the above line-items. Additional rip-rap tonnage is requested to address tree preservation alternate.

**Insurance:**

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

**Workers Compensation** – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

**Business Auto Policy** – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

**Commercial General Liability** – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly

licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Professional Liability** – The Selected Vendor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

**Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read “Town of Bluffton”, a municipality of the State of South Carolina, its officers, employees and agents along with the contract and solicitation number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

**Delivery and Completion of Work:**

The Town will use the Proposer’s estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town’s discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

**Acceptance of Services:**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

**5. SUBMITTALS and FORMAT**

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town’s best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The submittal package shall consist of four (4), one (1) signed original and three (3) complete copies of the Respondents proposal. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the proposal shall include the following:

**A. Signatory Sheet**

Completed, signed and certified qualifications statement in the format of Attachment 1.

**B. Bid Sheet**

Completed, signed bid sheet in the format of Attachment 2. If there are any exceptions or caveats, attach it to the bid sheet.

**C. Schedule**

Enclose a schedule of the project either in MS Project or MS Excel. The schedule should reflect the tasks in both the design/permitting phase and the construction phase. Detail conditions precedent and task duration. Note whether the schedule is based on a calendar or a week day. Specifically account for DHEC permit details and debris removal as its own task(s).

**D. Methodology and Approach**

Provide a narrative describing your implementation approach post-design detailing the management and interaction of subcontractors, adherence to schedule, change order management processes, and on-site safety.

Specifically address the following:

- List any subcontractor and/or consultants to be used
- Obtaining the OCRM/DHEC placard
- Traffic control with special attention to adjoining properties activity and public safety
- Demolition and debris removal process
- Staging area considerations given the limited space available
- Vibration monitoring during construction and pile driving operations
- Name key personnel and their function
- Site-specific safety plan

**E. Ability to Provide the Services Requested**

Provide an affirmation of the number and size of available crews and the roles of key personnel named in Section D. In the narrative, please also confirm your



understanding of the required Payment/Performance bonds. Attach a bid bond on the form of Attachment 3.

## 6. EVALUATION, SELECTION, NEGOTIATION and AWARD

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

### A. Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria:

EVALUATION CRITERIA	MAX POINTS
Proposed Costs	30
Proposed Schedule	25
Methodology and approach	25
Ability to provide the services requested	10
Local vendor presence	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

**C. Selection Method**

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

Once a proposer has been selected a memo of Intent to Award will be posted on the Town Website and it shall be the responsibility of the proposers to continue watching the site for posting updates.

**D. Negotiations**

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.


**E. Award and Contract**

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. ***The Town will use the standard AIA contract for this award.***

**Attachments**

1. Signatory Sheet
2. Bid Sheet
3. Bid Bond

**ATTACHMENT 1, SIGNATORY SHEET**

 <p align="center"><b>TOWN OF BLUFFTON</b></p>	<p>RFP NO: <b>2019-17</b>          ISSUED BY: <b>Gerry Diaz</b>  <b>Project Manager</b>          EMAIL: <a href="mailto:gdiuz@townofbluffton.com">gdiuz@townofbluffton.com</a></p>	
<p><b>SUBMITTAL PACKAGES DUE:</b>  <b>CLOSING DATE: Monday, February 18, 2019</b>  <b>CLOSING TIME: 2:00 p.m.</b></p>	<p align="center"><b>FAX / E-Mail not accepted</b></p>	
<p><b>PROJECT TITLE &amp; DESCRIPTION:</b>  <b>DESIGN-BUILD SERVICES FOR THE BULKHEAD AT 111 CALHOUN STREET          (WRIGHT FAMILY PARK)</b></p>		
<p><b>ACKNOWLEDGEMENT OF ADDENDA:</b> This bid is submitted subject to Addenda numbers ____ through ____.</p>		
<p><b>THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD</b></p>		
<p>COMPANY NAME:</p>	<p>DATE:</p>	
<p>MAILING ADDRESS:</p>	<p>PHONE:  FAX:</p>	
<p>CITY:</p>	<p>STATE:</p>	<p>ZIP:</p>
<p>SSN OR FEDERAL TAX NO:</p>	<p>TITLE OF AUTHORIZED REPRESENTATIVE:</p>	
<p>E-MAIL:</p>	<p>WEB URL:</p>	
<p>AUTHORIZED SIGNATURE:</p>	<p>PRINTED NAME:</p>	
<p>By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this solicitation for the services to be provided, and is in all respects true, accurate and without collusion or fraud.</p>		

**ATTACHMENT 2, BID SHEET**

**BID PROPOSAL**

Client: Town of Bluffton

Estimated Quantities

Date: January 2019

Proj Name: Wright Family Park Bulkhead

**BASE BID**

GENERAL CONDITIONS					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization / Management/Erosion control	1	LS		
2	Bonds and Insurances	1	LS		
3	Layout and Record Drawings	1	LS		
<b>SUB-TOTAL, GENERAL CONDITIONS</b>					

DESIGN AND CONSTRUCTION (AS PERMITTED)					
Item	Description	Quantity	Units	Unit Price	Total
1	Bulkhead Engineering - Design Fees	1	LS		
2	Geotechnical testing Fees	1	LS		
3	Concrete Removal and Disposal		TON		
4	Landscape and Mulch Debris Removal and Disposal		TON		
5	Imported Backfill and Placement		CY		
6	Rough and Fine Grading		LS		
7	Bulkhead Construction (See OCRM permit for specs)		LF		
8	Piles cost and installation		EA		
<b>SUB-TOTAL, DESIGN AND CONSTRUCTION</b>					

**BASE BID TOTAL**

TREE PRESERVATION ALTERNATE (WINGWALLS AND RIP-RAP)					
Item	Description	Quantity	Units	Unit Price	Total
1	Wing wall construction to height of bulkhead		LF		
2	Rip-Rap w/ filter fabric		TON		
3					

**ALTERNATE TOTAL**

**ATTACHMENT 3, BID BOND**

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

In case he be notified in writing by mail, telegraph, or delivery of the acceptance of the Proposal within ninety days after the time set for the opening of bids, the Undersigned agrees to execute within ten days a Contract (Form of Agreement between Contractor and Town) for the work for the above stated compensation and at the same time to furnish and deliver to the Town a Performance Bond and Payment Bond in accordance with the instructions bound in the specifications, each in an amount equal to 100 percent of the contract sum.

The Undersigned agrees to commence actual physical work on the site with an adequate force and equipment within 10 days of a date to be specified in a written order from the Town and to complete fully all work in accordance with a mutually agreed-upon schedule. Contractor shall provide a construction project schedule with their proposal not to exceed the above construction timeline. The Undersigned Offeror agrees to pay to the Town, Liquidated Damages as stated in the Special Conditions for each consecutive calendar day of delay in an amount not to exceed \$500 per day.

Enclosed herewith is a Bid Bond in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

being not less than 5 percent of the Base Bid. The Undersigned agrees that the above stated amount is the proper measure of liquidated damages which the Town will sustain by the failure of the Undersigned to execute the Contract and to furnish a Performance Bond and Payment Bond in case this Proposal is accepted and further agrees to the following:

If this Proposal is accepted within 90 days after the date set for the opening of bids and the Undersigned fails to execute the Contract within 10 days after written notice of such acceptance or if he fails to furnish both a Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into funds of the Town as Liquidated Damages for such failure: otherwise the obligation of the Bid Bond will be null and void.

The Offeror submits the following statement of Offeror's qualifications.

OFFEROR'S QUALIFICATIONS

NAME OF OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

WHEN ORGANIZED \_\_\_\_\_

WHERE INCORPORATED \_\_\_\_\_

LICENSED TO DO BUSINESS IN THE STATE OF \_\_\_\_\_

\_\_\_\_\_

The foregoing statement of qualifications is submitted under oath:

Respectfully submitted,

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The legal name of the Offeror is:

\_\_\_\_\_

(Attach satisfactory evidence of the authority of the officer, or officers, signing on behalf of a corporation.)