



## **INVITATION FOR BID**

**IFB # 2021-11**

### **OSCAR FRAZIER PARK FIELD OF DREAMS WALKWAY -- **REISSUED****

The Town of Bluffton is soliciting competitive sealed bids from experienced and qualified Offerors to install sidewalk around the Oscar Frazier Park Field of Dreams located at 7 Recreation Court. See drawings and bid sheet for linear feet and alternates. The solicitation issued last year was cancelled. It is now being reissued.

Offerors must be able to provide all of the documents described in the instructions for bid, meet the minimum qualifications described herein, and agree to comply with applicable specifications, standards, laws, regulations, other Federal, State or local requirements to be considered a responsive and responsible Offeror.

The Town reserves the right to waive any irregularities, informalities or technicalities and may, at its discretion, request a new solicitation. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of bids, or to procure or contract for any articles of goods or services.

The Town reserves the right to reject all bids if such bids exceed available funds. The Town will decide which submittal is the lowest priced, qualified, responsive and responsible based on the following criteria:

1. Offeror maintains a permanent place of business. A vendor is eligible for Local Preference Certification if they maintain an office location within Beaufort County and the other criteria set forth in the Town Purchasing Ordinance, Section 2-265(r). Any Certified Local Vendor may have their evaluated bid price reduced by five percent (5%) not to exceed \$2,500; the award price will reflect the original bid amount before Local Vendor Preference was applied. Submit the [Local Preference Certification form](#) with your bid.
2. Offeror has adequate plant, equipment, personnel or subcontractors to perform the work properly and expeditiously. The Town reserves the right to approve of all

- subcontractors. No more than 50% of the total contract value may be subcontracted.
3. Offeror has suitable financial status to meet obligations incident to the work.
  4. Offeror has appropriate technical experience.
  5. Offeror provides an acceptable construction schedule.
  6. Consideration may be given to matters such as contractor integrity, compliance with public policy, and record of past performance.

The solicitation and all associated documents can be accessed from the [Town of Bluffton's Purchasing webpage](#) under the Bid Opportunities icon. Answers to questions and any other changes or clarifications will be communicated via an addendum and posted on the Town's Purchasing Center website. It is the Offeror's responsibility to check the website for updates.

### **Bid Walks**

There is no bid walk scheduled for this opportunity.

### **Questions and Inquiries**

Offerors are required to submit questions in writing via email to the Project Manager or via Vendor Registry no later than:

**2:00 P.M, Friday, August 28, 2020**

Derrick Coaxum

[dcoaxum@townofbluffton.com](mailto:dcoaxum@townofbluffton.com) or online via Vendor Registry

Answers to questions and any other changes or clarifications will be communicated via an addendum and posted on the Town's Purchasing Center webpage. It is the Offeror's responsibility to check the website for updates.

Offerors are expected to ask for clarifications in a timely manner. No assumptions, exceptions, or modifications to the bid sheet are permitted.

### **Submittal of Sealed Bids**

Sealed bids shall be received by or prior to:

**2:00 P.M., Wednesday, September 9, 2020**

The closing date and time shall be scrupulously observed. Due to the current state of pandemic emergency, packages shall be **PDF submitted electronically through the Vendor Registry portal**. Click the large red SUBMIT BID tab to upload the RFP response.

### **Public Opening of Proposals**

A public opening will be held 5 minutes following the submittal deadline via online bid opening. An addendum will be published with separate instructions for all parties who wish to witness the

bid opening online.

The name of Offerors submitting responses shall be read aloud and recorded. In the case of an Invitation for Bid, the total price offered may also be announced. An Intent to Award notification shall be posted on the [Town of Bluffton's Purchasing webpage](#) upon final determination.

**Late Submittals**

***Under no circumstances shall submittals be delivered after the time specified. The Town will not be responsible for late deliveries or technical difficulties with Vendor Registry. It is the Offeror's sole responsibility to assure that submittals are complete and delivered timely. Oral offers or offers by facsimile or email are not acceptable.***

**Restricted Discussions**

All prospective Offerors are hereby instructed not to contact any member of the Town of Bluffton Town Council, the Town Manager, nor any Town of Bluffton staff member other than the named point of contact contained herein or the Town Purchasing & Contract Administrator regarding this opportunity during the solicitation process. Any such contact may be a cause for rejection of the submittal.

## **INSTRUCTIONS AND INFORMATION FOR OFFERORS**

### **LICENSING**

No bid will be considered unless the Offeror is legally qualified under the provisions of the South Carolina Contractor's Law (South Carolina Code of Laws, Chapter 11, Sections 40-11-5 through 40-11-570). All work to be included in this project shall be done by a licensed contractor. The successful Offeror shall attach their State of South Carolina Contractor's License to this bid. If the contractor does not already have a Town of Bluffton business license, one must be obtained before a contract will be executed.

### **DUE DILIGENCE**

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

Before submitting an offer, each Offeror shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract. Further, Offerors should verify any representations made by the Town upon which Offeror will rely. Failure to have conducted such due diligence will not relieve the Offeror of compliance, nor will it serve as the basis for any claim of additional compensation or other contractual relief.

### **COST SCHEDULE / BID SHEET**

Offeror must fill in unit prices in figures, make extensions of each item and total as indicated on the form provided. For complete information concerning these items, see Plans and Specifications. No assumptions, exceptions, or modifications to the bid sheet are permitted. Prices shall be valid for ninety (90) days from the date of submittal.

### **IMPLEMENTATION SCHEDULE**

Offeror must attach a schedule of major milestones by date and tasks by duration commencing from a notice to proceed. Schedule may either be in MS Project or Excel format.

### **PROPRIETARY INFORMATION MUST BE MARKED**

A bid is a public document under the South Carolina Freedom of Information Act (FOIA) except as to information which may be treated as commercial, financial, or privileged and confidential as defined by S.C. Code Section 11-35-410. Firms should mark the pages containing any commercial, financial or privileged and confidential information as "PROPRIETARY".

### **ADDENDA**

All addenda issued shall be acknowledged in the place so designated.

### **BID SUBMITTALS**

A bid cannot be withdrawn after it is filed, unless Offeror makes written request to the Town prior to time set for opening of bids, or unless the Town fails to accept bid within 90 days after date fixed

for opening of bids. If any Offeror refuses to enter into a contract, the Town will retain any Bid Security provided as liquid damages but not as a penalty.

#### BONDS

Bid Security, made payable to the Town, shall be in the amount of five percent (5%) of the Base Bid. Security shall be a Bid Bond issued by a surety licensed to conduct business in the state where the project is located, and shall have attached Power of Attorney certifying bond signee.

The successful Offeror must be able to provide a Payment Bond and Performance Bond within 10 days of notice to award. Bond shall be in the amount of 100% of the value of the base bid.

#### FORM OF AGREEMENT

Form of Agreement is added as an attachment hereto.

#### AWARD

The Town's intent is to make an award within funds available to the lowest priced, qualified, responsive and responsible Offeror. The Town reserves the right to reject any or all bids and to waive technicalities and informalities.

The Town reserves the right to select pricing alternates in determining the lowest bid. If such bid exceeds available funds, the Town may reject all bids.

#### CONTRACTOR/SUBCONTRACTORS TO BE SATISFACTORY TO TOWN

The Contract will not be awarded to any Offeror or Offerors who have failed in any contractual obligations to the Town, or who has on any previous contract performed in a manner unsatisfactory to the Town, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion. Subcontractors shall also be satisfactory to the Town. Contractor shall identify intended Subcontractors; Subcontracts shall include all Federal, State, local regulatory and other Agency requirements, as well as the insurance requirements of the prime contract between Contractor and the Town.

#### LIQUIDATED DAMAGES

Liquidated Damages as set forth in the Bid Proposal will be assessed for each consecutive calendar day of delay in the completion of the work not excusable as provided in the Special Conditions (Section 4.03) and the Bid Proposal.

#### SURETY AND INSURANCE COMPANIES

The Contract provides that the surety and insurance companies must be acceptable to the Town. To avoid inconvenience, any Offeror or subcontractor should confer with the Town to determine whether the surety or insurance companies expected to be used on the work are acceptable to the Town. Insurance coverages are attached hereto as an attachment to the contract.

#### PROTEST

Any prospective Offeror, offeror, contractor or subcontractor who is aggrieved in connection with

the solicitation of this contract or with the intended award may protest to the Town in accordance with Section 2-289 of the Town of Bluffton Purchasing Ordinance.

### COMPLIANCE

Offerors, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Offerors will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- The Federal-aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Offerors shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 *et seq.*); the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*); McNamara-O'Hara Service Contract act (41 U.S.C. 351 *et seq.*); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*); Walsh-Healy Public Contracts Act (41 U.S.C. 35 *et seq.*); Copeland Anti-Kickback Act (40 U.S.C 3145).

Offerors shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

Offerors shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.



## TOWN OF BLUFFTON

SOLICITATION NO: 2021-11  
ISSUED BY: DERRICK COAXUM  
EMAIL: dcoaxum@townofbluffton.com

**SUBMITTAL PACKAGES DUE:**

**CLOSING DATE:** Wednesday, September 9, 2020

**CLOSING TIME:** 2:00 P.M.

**FAX / E-Mail not accepted**

**PROJECT TITLE & DESCRIPTION: OSCAR FRAZIER PARK FIELD OF DREAMS WALKWAY --  
REISSUED**

**ACKNOWLEDGEMENT OF ADDENDA:** This bid is submitted subject to Addenda numbers \_\_\_\_ through \_\_\_\_.

### THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

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. I certify that pricing submitted is valid for 90 days from the date of submittal.

Check items attached:

☐

Cost schedule / bid sheet  
Implementation schedule

☐

Bid bond  
Contractor questionnaire

☐

GC/specialty license  
Local Vendor Certification



**CONTRACTOR TO INSERT COST SCHEDULE / BID SHEET.**

**CONTRACTOR TO INSERT IMPLEMENTATION SCHEDULE IN MICROSOFT  
PROJECT OR EXCEL.**

## **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.

Upon acceptance of the Proposal, 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 within 10 days of a Notice to Proceed 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. 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.

## **CONTRACTOR QUESTIONNAIRE**

Briefly describe three jobs of similar scope and size, and provide a customer reference (name, title, email, phone number) for each job:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

List your intended subcontractors by company name, address, and general description of work.

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Name of Contractor's employee who will serve as the OSHA Qualified Person.

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