



## **INVITATION FOR BID**

**IFB # 2019-27**

### **184 Bluffton Road Site Improvements**

The Town of Bluffton is soliciting competitive sealed bids from experienced and qualified Offerors to provide clearing, grading, stone base, asphalt paving, curbing, storm drainage, grassing, and signage for the 184 Bluffton Road Site Improvements project. The purpose of this Invitation for Bid (IFB) is to select a licensed construction firm to complete the construction of the site improvements within and adjacent to the right-of-way of Dr. Mellichamp Drive and Bluffton Road.

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 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 your bids.

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

1. Maintains a permanent place of business.
2. Has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Has suitable financial status to meet obligations incident to the work.
4. Has appropriate technical experience.
5. Has an acceptable construction schedule.

The solicitation and all associated documents can be accessed from the Town's Purchasing Center website at

<http://www.townofbluffton.sc.gov/finance-administration-department/purchasing-center>) then click on 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 but contractors are strongly encouraged to view site conditions for themselves.**

**Questions and Inquiries**

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

**4:00 pm, Friday, February 1, 2019**

Charles Savino

[csavino@townofbluffton.com](mailto:csavino@townofbluffton.com)

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.

**Submittal of Sealed Bids**

Sealed bids shall be received by or prior to:

**2:00 pm, Wednesday, February 20, 2019**

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

**Town of Bluffton  
20 Bridge Street  
Bluffton, South Carolina 29910**

**IFB # 2019-27  
184 Bluffton Road Site Improvements  
Attn: Charles Savino**

Offerors shall submit one (1) original and three (3) copies by the stated deadline. Packages shall be delivered by USPS, other carrier or courier, or in person.

**Public Opening of Sealed Bids**

A public opening will be held **immediately following the submittal deadline** at the following location:

**Town Hall Main Conference room  
20 Bridge Street  
Bluffton, South Carolina 29910**

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. In the case of a Request for Proposal, or any other solicitation type based on a best value criteria, only the names of the Offerors shall be announced; no other information shall be provided to the public until after a final contract has been awarded.

**Late Submittals**

***Under no circumstances shall submittals be delivered after the time specified. Such submittals will be returned unopened to the submitting Offeror and will not be considered. The Town will not be responsible for late deliveries or delayed mail. 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 or their response during the solicitation process. Any such contact shall be a cause for rejection of the submittal.

## INSTRUCTIONS AND INFORMATION FOR OFFERORS

1. LICENSING:

All contractors wishing to bid on this project must have obtained a “Contractor License” and “Contractor License Number” from the state of South Carolina. 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 must furnish proof that they have a State of South Carolina Contractor’s License and Town of Bluffton Business License before a contract will be executed.

2. 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.

3. BID FORMS AND SUBMISSION:

Bids will be opened and read as stated in the Invitation/Advertisement for Bids.

All bids must be submitted on the Bid Proposal Form furnished to the Offeror as a part of these documents and must be signed. All blanks on the proposal form must be filled in. Failure to complete entries in all blanks in the proposal form shall be considered sufficient cause for rejection of a proposal. If the Offeror is not currently able to complete the work described in the Plans and Specifications but would like to be considered for future work in the Town of Bluffton, the Offeror may submit a Bid Proposal with the terms “NO BID”. A “NO BID” Bid Proposal will be considered a responsive bid.

Bids must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the Bid opening date.

**All submittals shall include a Project Plan and Schedule with projected dates and any identified alternates as requested in the Bid Tabulation. Schedule may be formatted in Microsoft Project or Microsoft Excel.**

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.

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

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 his Bid Security as liquid damages but not as a penalty. The successful Offeror must be able to provide a Payment Bond and Performance Bond within 10 days of notice to award. Samples of such bonds are contained herein and shall be in the amount of 100% of the value of the Base Bid.

4. FORM OF AGREEMENT:

Form of Agreement is added as an attachment hereto.

5. AWARD:

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

The Town reserves the right to select the alternates to be used in determining the lowest bid. If such bid exceeds available funds, the Town may reject all bids. The Town will decide which submittal is the lowest qualified, responsive and responsible Offeror based on the following criteria:

- a. Maintains a permanent place of business.
- b. Has adequate plant, equipment and personnel to perform the work properly and expeditiously.
- c. Has suitable financial status to meet obligations incident to the work.
- d. Has appropriate technical experience.
- e. Has an acceptable construction schedule.

Awards shall be made only to responsive and responsible contractors who possess the ability or have access to resources to perform successfully under the terms and conditions of proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial, and technical resources.

6. CONTRACTOR 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.

7. 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 EJCDC contract, Article 4, Contract Times, Section 4.03, Liquidated Damages and in the Invitation for Bid.

8. 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.

9. 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 Town (Town of Bluffton) in accordance with Section 2-289 of the Town of Bluffton Purchasing Ordinance.

10. 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.

BID PROPOSAL

TOWN OF BLUFFTON  
P.O. BOX 386  
BLUFFTON, SOUTH CAROLINA 29910

ATTENTION:           CHARLES SAVINO  
                              PROJECT MANAGER

PROJECT TITLE: 184 Bluffton Road Site Improvements

SUBMITTED BY: \_\_\_\_\_

Having carefully examined the Plans, Specifications and other Contract Documents relating to the project, and Addendum No.(s)\_\_\_\_\_, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor skill, equipment, tools and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the aforesaid Plans, Specifications and other Contract Documents for the Town of Bluffton (hereinafter called the "Town") and all Amendments and Addenda thereto, for the sums hereinafter stated below and quantified on the completed Bid Form – Unit Price Schedule.

SCHEDULE OF BID PROPOSAL:

Offeror must fill in unit prices in figures, make extensions of each item and total as indicated. For complete information concerning these items, see Plans and Specifications.



**2019-27**  
**184 Bluffton Road Site Improvements**  
**BID FORM**

| <b>GENERAL PROVISIONS</b>                              |  |          |       |            |             |
|--|--|----------|-------|------------|-------------|
| Item   | Description                                    | Quantity | Units | Unit Price | Total       |
| 1  | Mobilization                                   | 1        | LS    | \$ -       | \$ -        |
| 2  | Bonds and Insurance                            | 1        | LS    | \$ -       | \$ -        |
| 3  | Project Management and Coordination            | 1        | LS    | \$ -       | \$ -        |
| <b>Sub-Total, GENERAL PROVISIONS</b>                   |  |          |       |            | <b>\$ -</b> |
| <b>DEMOLITION</b>                                      |  |          |       |            |             |
| Item   | Description                                    | Quantity | Units | Unit Price | Total       |
| 1  | Rem. & Disp. Full Depth Asphalt                | 505      | SY    | \$ -       | \$ -        |
| 2  | Rem. & Disp. Gravel Paving                     | 630      | SY    | \$ -       | \$ -        |
| 3  | Rem. & Disp. Septic Tank                       | 1        | LS    | \$ -       | \$ -        |
| 4  | Rem. & Disp. R.R. Ties and Landscaping         | 1        | LS    | \$ -       | \$ -        |
| 5  | Rem. & Disp. Trees                             | 1        | LS    | \$ -       | \$ -        |
| 6  | Abandon Well per DHEC Requirements             | 1        | LS    | \$ -       | \$ -        |
| <b>Sub-Total, DEMOLITION</b>                           |  |          |       |            | <b>\$ -</b> |
| <b>EARTHWORK, PAVING &amp; CONSTRUCTION</b>            |  |          |       |            |             |
| Item   | Description                                    | Quantity | Units | Unit Price | Total       |
| 1  | Earthwork                                      | 1        | LS    | \$ -       | \$ -        |
| 2  | Grading  | 1        | LS    | \$ -       | \$ -        |
| 3  | Gravel Paving                                  | 663      | SY    | \$ -       | \$ -        |
| 4  | Asphalt Paving                                 | 865      | SY    | \$ -       | \$ -        |
| 5  | 1.5" Asphaltic Concrete Type C Wearing Surface | 865      | SY    | \$ -       | \$ -        |
| 6  | 6" Base Course                                 | 865      | SY    | \$ -       | \$ -        |
| 7  | Pervious Paver Parking                         | 44       | SY    | \$ -       | \$ -        |
| 8  | Concrete Sidewalk (Tabby Finish)               | 88       | SY    | \$ -       | \$ -        |
| 9  | 12" Concrete Flush Header Curb                 | 1,200    | LF    | \$ -       | \$ -        |
| 10   | Concrete Wheel Stop                            | 41       | EA    | \$ -       | \$ -        |
| 11   | Accessible Parking Signs                       | 2        | EA    | \$ -       | \$ -        |
| 12   | 4" Conduit for irrigation                      | 434      | LF    | \$ -       | \$ -        |
| 13   | Striping                                       | 1        | LS    | \$ -       | \$ -        |
| <b>Sub-Total, EARTHWORK, PAVING &amp; CONSTRUCTION</b> |  |          |       |            | <b>\$ -</b> |

| <b>DRAINAGE</b>                   |   |          |       |            |             |
|-----------------------------------|---|----------|-------|------------|-------------|
| Item                              | Description                                     | Quantity | Units | Unit Price | Total       |
| 1                                 | 15" RCP   | 233      | LF    | \$ -       | \$ -        |
| 2                                 | Grate Inlet                                     | 2        | EA    | \$ -       | \$ -        |
| 3                                 | Storm Manhole                                   | 2        | EA    | \$ -       | \$ -        |
| 4                                 | Connect to Existing 18" R.C.P.                  | 1        | EA    | \$ -       | \$ -        |
| <b>Sub-Total, DRAINAGE</b>        |   |          |       |            | <b>\$ -</b> |
| <b>WATER</b>                      |   |          |       |            |             |
| Item                              | Description                                     | Quantity | Units | Unit Price | Total       |
| 1                                 | 2" Water Service                                | 15       | LF    | \$ -       | \$ -        |
| 2                                 | 2" Water Valve                                  | 1        | EA    | \$ -       | \$ -        |
| 3                                 | Backflow in vault                               | 1        | EA    | \$ -       | \$ -        |
| <b>Sub-Total, WATER</b>           |   |          |       |            | <b>\$ -</b> |
| <b>EROSION CONTROL</b>            |   |          |       |            |             |
| Item                              | Description                                     | Quantity | Units | Unit Price | Total       |
| 1                                 | Erosion Control                                 | 1        | LS    | \$ -       | \$ -        |
| <b>Sub-Total, EROSION CONTROL</b> |   |          |       |            | <b>\$ -</b> |
| <b>Total, SITE DEVELOPMENT</b>    |   |          |       |            | <b>\$ -</b> |
| <b>Add Alternates</b>             |   |          |       |            |             |
| Item                              | Description                                     | Quantity | Units | Unit Price | Total       |
| 1                                 | Change Gravel Parking to Pervious Paver Parking | 663      | SY    | \$ -       | \$ -        |
| <b>Sub-Total, ADD ALTERNATES</b>  |   |          |       |            | <b>\$ -</b> |

**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 within 70 consecutive calendar days. 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.)

CONTRACTOR QUESTIONNAIRE

Names, addresses and phone numbers of three references for which contractor has performed work similar in nature and scope of this project:

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Names, addresses, telephone numbers and general description of work to be performed by proposed subcontractors:

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Have you identified the proposed project manager? \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Have you identified the proposed on-site superintendent?: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Is your firm fully cognizant of Town of Bluffton rules and regulations including, but not limited to, tree protection, environmental protection, business licenses, and other requirements? \_\_\_\_\_

Have you visited the job site? \_\_\_\_\_

If so, have you planned how to protect the property of adjacent landowners and to minimize disruption to residents? \_\_\_\_\_

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Have you identified which member of your staff will coordinate directly with residents and citizens in or adjacent to the project work area? \_\_\_\_\_

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If so, please name that person: \_\_\_\_\_

What is your intended approach to material storage or a lay-down yard? \_\_\_\_\_

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Are you planning to mobilize an office trailer to this job site: \_\_\_\_\_

If so, where will the trailer be located: \_\_\_\_\_