

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Utilities Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2016-03, Bike Path Dock Site

Description: Install approximately 300LF silt fencing, sawcut asphalt as needed. Remove approximately 215LF bike path, regrade and compact existing fill material. Install new fill as needed in washouts and grass. Install 2" new FLBC base course and compact, install new 2" asphalt paving. Traffic control as needed.

Note: Bike path will be closed off from Wyndham entrance to Summerwind entrance for duration of project.

Receiving Period: January 19, 2016, Prior to 1:00 p.m. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: January 19, 2016, 3:00 PM.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (843) 869-3855**

Carefully complete this form and mail or fax it to the Utilities Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone: Fax: E-mail: _____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

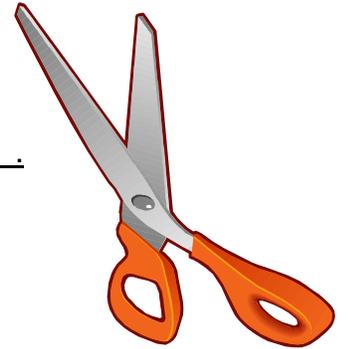
SEALED BID NO.: 2016-03

BID TITLE: Bike Path Dock Site

DUE DATE/TIME: January 19, 2016 prior to 1:00 PM

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: Town of Edisto Beach
Utilities Department
2414 Murray Street
Edisto Beach, South Carolina 29438



**Town of Edisto Beach
Utilities Department
Sara Simpson
Bid #2016-03**

Bike Path Dock Site

Install approximately 300LF silt fencing, sawcut asphalt as needed. Remove approximately 215LF bike path, regrade and compact existing fill material. Install new fill as needed in washouts and grass. Install 2" new FLBC base course and compact, install new 2" asphalt paving. Traffic control as needed.

Note: Bike path will be closed off from Wyndham entrance to Summerwind entrance for duration of project.

Sealed bids will be received in the Utilities Department, **prior to 1:00 PM, January 19, 2016**. Bids will be opened at 3:00 p.m., January 19, 2016.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Town of Edisto Beach
Utilities Department
2414 Murray Street
Edisto Beach, South Carolina 29438
(843) 869-2505**

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE UTILITIES DEPARTMENT PRIOR TO 1:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
NOTE: Bidders may call the Utilities Department for bid results. The telephone number is (843) 869-2505 extension 201. Bid files may be examined during normal working hours by appointment.
3. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
4. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
5. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
6. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user department.
7. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
8. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and

remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid.

9. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (843) 869-3855.
10. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
11. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
12. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** The **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully

perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
4. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
9. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
 - a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
11. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

12. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

13. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
14. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

1. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
2. **PERMITS:** The Contractor is responsible for obtaining all permits and licenses. The costs for any permits or licenses shall be the responsibility of the Contractor.
3. **SITE:** The Contractor is responsible for providing a waste dumpster, temporary restroom facilities. The Town has provided electricity.
4. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements
5. **SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
6. **WORK AREA CLEAN-UP REQUIREMENTS**
 - a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
 - b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the Work.
7. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance.
8. **INVOICE PAYMENTS**
 - a. By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.
9. **FINAL INVOICE:** Payment of final invoice will be issued only upon final completion of the work as signed off by the User Department and upon submission of any applicable releases of liens, material documentation, warranties, etc.
10. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the Town. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty.

SCOPE OF WORK

- Install approximately 300LF silt fencing, sawcut asphalt as needed. Remove approximately 215LF bike path, regrade and compact existing fill material. Install new fill as needed in washouts and grass. Install 2" new FLBC base course and compact, install new 2" asphalt paving. Traffic control as needed.

Note: Bike path will be closed off from Wyndham entrance to Summerwind entrance for duration of project.

Additional Information:

- ***ALL PROPOSALS SHALL BE VALID FOR 90 DAYS.***

By signing this proposal, contractor certifies site visit, verifies site conditions and dimensions, and is responsible for the complete work pertaining to site conditions. It is the responsibility of the contractor to verify any quantities provided by the Town.

Site Cleanup

1. Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the work.

BID SHEET
BID NO. 2016-03
BID TITLE: Bike Path Dock Site

LUMP SUM BID _____

CONTRACTOR: _____
Authorized Representative

ADDRESS _____

TELEPHONE _____

CELL PHONE _____

FAX _____

EMAIL _____

By signing this I, _____ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.

Signed

Date

Print

Addendum Sheet
BID NO. 2016-03
BID TITLE: Bike Path Dock Site

CONTRACTOR: _____
Authorized Representative

ADDRESS _____

TELEPHONE _____

CELL PHONE _____

FAX _____

EMAIL _____

The Bidder acknowledges receipt of the following addendum by signing and dating below.

Addendum No.	Date	Signature