

	State of South Carolina Invitation For Bid Amendment #1 EXEMPT	Solicitation:	5400012418
		Date Issued:	12/06/2016
		Procurement Officer:	Emmett I. Kirwan
		Phone:	803-737-0676
		E-Mail Address:	KirwanEI@scdot.org
		Mailing Address:	SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191

DESCRIPTION: ***On Call Trip Hazard Removal – Allendale County**
 USING GOVERNMENTAL UNIT: **SC Department of Transportation**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **12/07/2016 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/01/2016 12:00:00** Send questions to KirwanEI@scdot.org
 (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE**

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 12/09/2016 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)	<small>(See "Signing Your Offer" provision.)</small>
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. ~~STRICKEN~~ TEXT IS DELETED.

Questions and answers are below. The State's answer is in red.

1. Page 7, Scope of Solicitation, AND Page 17 Scope of Work/Specifications bid language states:

The South Carolina Department of Transportation (SCDOT) is soliciting for the removal of Trip Hazards within the SCDOT Right of Way (ROW) in District 7 – Allendale County by grinding of the hazard down to be level with the surrounding sidewalk. No concrete repair work will be undertaken with this contract.

Q. When you state that no concrete repair work will be undertaken, do you mean concrete replacement??

There will be no concrete replacement.

2. Page 17 of Allendale Personnel Requirements bid language states:

Attire: The minimum dress code for Contractor's employees when performing work on this contract shall include a shirt with sleeves of some sort, long pants, work appropriate closed toed shoes, SCDOT approved safety vests and hardhats at all times.

Our technicians wear properly fit-tested respirators, face shields, ear protection and other safety gear. However, in 10 years of repairing changes in level on sidewalks, we have never been asked to wear hard hats. Can you please explain why you require hard hats to be worn for sidewalk and driveway hazard repair?

The language is changed as follows:

Attire: The minimum dress code for Contractor's employees when performing work on this contract shall include a shirt with sleeves of some sort, long pants, work appropriate closed toed shoes, and SCDOT approved safety vests ~~and hardhats~~ at all times.

3. Page 17 Allendale, Scheduling of Service Hourly Restrictions:

Please clarify that Contractor would have sufficient advance notice as to where and when the work would be performed for each work order prior to arrival on site to commence work. If work is suspended while technicians are on site working because of reasons unanticipated ahead of time, mobilization charges would need to be applied if this happens on multiple occasions, especially if distance between work areas is significant. Will SC DOT make reasonable efforts to schedule

accordingly ahead of time with Contractor? This question would also apply to subparagraph 5, Conflicts with Scheduled Work.

SCDOT will inform the contractor of all possible hourly restrictions on a route before the contractor begins work. These restrictions will primarily be reserved for just school areas an hour before or after school lets out, or in locations where the work will limit access to a business during high traffic times (such as fixing a sidewalk in front of the door to a restaurant at noon).

4. Page 17 Allendale Subparagraph 6 Completion of Work:

Please clarify if upon completion of repairs of each designated area contained in a work order, the technicians are to contact the Resident Maintenance Engineer and/or his/her Designee, for immediate inspection. Will Contractor's technicians be able to move to next approved location to commence additional work or will they need to wait before leaving location when work is complete? Additionally, (and please clarify if inspection does not need to take place as work is completed) is there a defined time frame within which this inspection will take place, given that payment will not be issued until all locations are inspected and work approved? Example: If the RME or designee is unable to inspect the completed repair areas for thirty (30) days, will Contractor's payment be held by SC DOT for this period of time, or perhaps longer? Can a time frame within which inspection will take place be detailed in this section?

After completion of a location on a work order the contractor's designee shall contact the Resident Maintenance Engineer's designee so an inspection of work can be completed within 5 business days. Work not inspected by SCDOT within 5 business days shall be considered accepted. Once a contractor has notified SCDOT of the area of work completed he may progress to another location and continue working as long as the next area has been marked by the contractor and the Resident Maintenance Engineer's designee.

5. Page 18 Allendale Protection of Highways:

Please explain why any traffic control, detours, lights, signs, barricades, flagman, etc. would be required for sidewalk trip hazard removal. In ten years of doing only this type of work, no entity – including SC DOT, local municipalities, or Federal entities – has ever required maintenance of traffic as each individual sidewalk repair is typically completed in 20 minutes or less. Cones are simply set up on each side of the repair area to move any pedestrian traffic. If, in fact SC DOT anticipates that one of the work orders for this contract will be in a location where MOT will be required, can you please request a line item price for it on the Bidding Schedule with a unit of an hourly or daily rate, since this would only occur in a special circumstance? Without a more specific scope of work, it would otherwise be very difficult to provide a linear foot price that includes the type of traffic control / MOT that is described in the solicitation.

Due to the short term nature and limited impact this work will have, the contractor will just be required to block off the work location with standard traffic cones that are orange in color and have a minimum height of 28 inches.

6. Page 18 Allendale. Standard of Work states: Road lists will be given to the contractor, as work orders, as required throughout the life of the contract. The contractor and the Resident Maintenance Engineer Designee will walk each route jointly to identify and agree on hazards that need to be corrected. Damaged panels will be marked by the contractor and the designee of the Resident Maintenance Engineer. No work shall be done until after the hazards have been identified and approved by the Resident Maintenance Engineer Designee.

All work must be made to a 12:1 slope. Steps must be taken to capture the majority of dust (through a vacuum or other method) generated by the cutting or grinding process. All repairs at each location must be completed in 45 minutes or less to minimize the impact on foot traffic. All removed materials will be disposed of by the contractor at no additional compensation.

4. Payment: The unit of measure for payment will be linear feet. This will be measured along the edge of sidewalk where the trip hazard is removed.

SCDOT reserves the right to perform any trip hazard repair work with its own forces at any time for any reason.

All work shall be done in accordance with all specifications and to the satisfaction of the Resident Maintenance Engineer or designee. Inclement weather, scheduling changes, billing, or the reporting of any damages caused by the contractor shall be directed to the Allendale Maintenance Office.

This Contractor has always worked with customers ahead of time (before repairs are scheduled) to review and agree upon detailed specifications for hazard height, type of hazard, and the many situations one can find on sidewalks. When technicians arrive on site, they then mark all hazards falling under that agreed upon specification and then immediately make repairs. If these hazards/sidewalk slabs will be hand selected by the RME or designee, will this individual be on site at every location at the time the technicians arrive at a new road to mark and repair hazards (which might be 3 different neighborhoods in one day and would require technicians to contact the RME or designee each time they move to a new neighborhood and the RME/designee would then be on site promptly to begin that next section)? Or is the intention for the RME or designee to work with the Contractor FIRST to select and mark hazards, then the work order is produced, and then the Contractor later sends crews to all of those locations to complete those repairs? Does the SCDOT Allendale plan to repair only hand- selected hazards, or do they intend to repair ALL hazards in a given neighborhood that are greater than ¼” as defined in ADA regulations and up to 15/8” as described on the bidding schedule as “having a hazard height of less than 2”?

The intent of this contract is to have all ALL trip hazards between ¼” and 2” repaired to make them ADA compliant. The contractor and the Resident Maintenance Engineer’s representative will then review the route specified and agree upon the hazards which meet those requirements before work on that route may begin.

7. In VIII, Bidding Schedule / Price Business Proposal, the solicitation states: The quantity listed is an estimate only for the potential five year period and not a guaranteed amount of work.

Can SCDOT provide a minimum PO amount or a general idea of the size of its intentions for an individual project purchase order? For example, would SCDOT be likely to request mobilization for only a few hazards at a location, or would each project include sidewalks for an entire neighborhood? This will assist the contractor in its pricing efforts.

There will be no less than 25 hazards to repair on any work order.