



REQUEST FOR PROPOSALS
NO. 2024-02

On-Call/Emergency Drainage,
Culvert, and Vegetation
Maintenance, and Driveway
Apron Repair Services

for

Town of James Island

PROJECT OVERVIEW

DATE: April 22, 2024

SOLICITATION NUMBER: RFP No. 2024-02

DESCRIPTION OF WORK: On-Call/Emergency Drainage, Culvert, and Vegetation Maintenance, and Driveway Apron Repair Services

PRE-BID CONFERENCE: YES (date: _____) / **NO**

DUE DATE FOR WRITTEN QUESTIONS: 3:00 p.m. on May 8, 2024
843-795-4141 (email to Mike Hemmer – Town Administrator at mhemmer@jamesislandsc.us)

Any issued addenda will be posted to the website at www.jamesislandsc.us/bids

OPENING DATE/TIME: **3:00 p.m. on May 14, 2024**

LOCATION: *Town of James Island
1122 Dills Bluff Rd
James Island, SC 29412*

This Request for Proposal (RFP) is a written solicitation to provide supplies, services, information technology, or construction which is anticipated will result in the award of the contract to the responsible offeror. This RFP does not commit the Town of James Island to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The Town reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this RFP if it will serve the best interests of the Town to do so. The Town will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

SECTION I. – INTRODUCTION AND BACKGROUND

This Request for Proposal (RFP) solicitation is issued for the Town of James Island to obtain adequate information from interested firms and individuals with the qualifications necessary to provide on-call or emergency drainage ditch and culvert cleanouts, vegetation maintenance or removal from drainage easements, and minor driveway apron repairs; all with the aim of addressing stormwater issues affecting residents of the Town of James Island. The Town desires to select and negotiate an acceptable contract with such a firm or individual to perform the activities found in **SECTION IV. – SCOPE OF SERVICES**. It is the intent of the Town that this RFP will serve as the basis for negotiations of a contract on an annual basis and the Town may renew the contract for an additional three (3) years for a total of four (4) years.

The Town of James Island reserves the right, and has a duty, to hire the most qualified provider that would serve the best interests of the Town regarding the Scope of Services requested. This may result in the Town contracting with any firm or individual that responds to this RFP that, in the sole determination of the Town Council of the Town of James Island, is qualified to complete the job, regardless of the bid price. The Town may also disqualify bidders and/or cancel, rebid, or extend the RFP or bid review process pursuant to Town of James Island and State of South Carolina procurement laws.

The Mayor, Town Council, Town Administrator, and Town Staff may be involved in the evaluation of all proposals and will use criteria including, but not limited to, cost, experience, availability, capacity, references, knowledge of James Island, etc.

The relevant sections of the James Island Code of Ordinances, including, but not limited to, Section 32.05 – Award to Other than Low Bidder, will be followed. Additionally, relevant South Carolina legislation, including, but not limited to, Section 11-35-410 – Public access to procurement information and Section 11-35-4210 apply to this solicitation.

Prior to awarding a Contract, the Town Council or Town Administrator may require other additional information to determine the Respondent's ability to complete the terms of the Contract. Failure to provide this information in a timely manner, may result in the Town rejecting the Proposal and finding the Respondent non-responsive.

SECTION II. – SUBMITTAL INSTRUCTIONS

Respondents are responsible for examining all solicitation documents, including any Addenda. Any discrepancies in documents should be immediately provided to the Town Administrator for clarification. Any questions must be supplied in writing to the Town Administrator and provide the Town with sufficient time for an appropriate response to all potential respondents. The Town will determine if time is sufficient to issue any Addenda.

If a pre-bid conference is required, oral questions may be submitted at the conference. Instructions for any pre-bid conference will be included in the solicitation documents. The Town will determine if any information received or given at the conference requires an Addenda to ensure that all potential respondents have access to the same information.

No allowance will be made for misunderstandings or oversight of the Respondent, after the submittal due date.

Elements of the Submittal must include:

- A) Organizational and company ownership information.
- B) Address and phone number of primary contact.
- C) A list of references for similar work that the Town may contact.
- D) An Affirmative Action Statement.
- E) A Drug-Free workplace Statement.
- F) An Illegal Immigration Statement.
- G) A statement that the Respondent, if applicable, will follow the traffic controls for street and highway construction and maintenance operations in accordance with Part VI (6) of the Federal Highway Administration Manual on Uniform Traffic Control Devices – Millennium Edition and latest OSHA construction regulations.
- H) A statement regarding the willingness to obtain or maintain commercial liability insurance in the amount of \$1,000,000 for all work, listing the Town of James Island as an additional insured.
- I) A signed receipt of any Addenda issued.
- J) Proposal date for commencement and completion of project.
- K) The proposed fees, in a format as indicated in **SECTION IV. – SCOPE OF SERVICES.**

Signed and legible submittals are expected to be concise, but of appropriate length to adequately answer all questions required. Three (3) hardcopies and one (1) electronic copy (.pdf format) are to be provided in a sealed envelope, clearly marked with the solicitation number and title as found prior in this RFP. Respondents are responsible for the delivery of submittals prior to the submittal deadline and during the normal Town Hall business hours of 9:00 A.M. to 5:00 P.M., Monday through Friday. Submittals received after the due date may be disqualified.

Submittals are to be mailed to:

Town of James Island
P.O. Box 12240
Charleston, SC 29422
Attn: Town Administrator Mike Hemmer

Hand-carried to:

Town of James Island
1122 Dills Bluff Road
Charleston, SC 29412
Attn: Town Administrator Mike Hemmer

Submittals received by the bid opening due date will be publicly opened on the date and time specified. Contents of the competing Respondents shall not be disclosed at the opening. Only the submittal of the successful Respondent shall be available for public inspection after the award of a contract upon written request. Proprietary or confidential information marked as such in any submittal shall not be disclosed without prior written consent of the Respondent. Manufacturer's part or model numbers, descriptions and cost information, etc. cannot be considered Proprietary.

SECTION III. – GENERAL CONDITIONS:

Addenda: Changes or corrections may be made after the solicitation document is issued and prior to the Proposal Due Date. In such cases, the Town will issue a written Addenda describing the changes. Such Addenda will take precedence over the prior documentation and a signed receipt of Addenda will become part of the required submission documents. The Town is not responsible for any oral instructions.

Holding Time: The Respondent agrees that, by responding to this RFP, the Proposal may not be withdrawn for a period of ninety (90) days following the Proposal Opening Date.

Lawfulness: All firms or individuals with which the Town of James Island contracts with are required to comply with the laws of any agency of the United States, the State of South Carolina, the County of Charleston, and the Town of James Island. By responding to this RFP, all respondents agree to comply with Federal, State, and Local laws. This includes securing any and all required permits, utility locations, and business licenses to work in the Town of James Island.

Gratuities: Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina stated: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor or any person associated therewith as an inducement for the award of a Sub-Contract order." All RFP awards made shall conform to applicable South Carolina statutes.

Prime Contractor: The Respondent is expected to be the Prime Contractor named in any negotiated contract between the Town and the Respondent because of any award of this solicitation. The Prime Contractor is not an employee of the Town and is expected to be the responsible party regarding elements including, but not limited to, quality, timeliness, responsiveness to residents, cleanliness of worksite, safety, etc.

SECTION IV. – SCOPE OF SERVICES:

The Town of James Island requires on-call or emergency drainage ditch and culvert cleanouts, vegetation maintenance or removal from drainage easements, and minor driveway apron repairs. Proposed costs for these services should be provided as follows:

1. Labor costs per hour for consultation with staff, ditch cleaning, clean-outs, clearing, and repairs.
2. Any equipment mobilization, parts, or use costs, including rental of specialized equipment.
3. Materials on a per unit basis. Materials may include rock, rip-rap, seed, sod, replacement pipe, etc.

