



TOWN OF JAMES ISLAND, SC

**REQUEST FOR PROPOSALS #1-2021:
On-Call Easement Acquisition Services**

Submissions are due at the address shown below no later than

Wednesday, February 17, 2021 at 3 PM, EST

**Town of James Island
Attn: Ashley Kellahan, Town Administrator
1122 Dills Bluff Road
Charleston, SC 29412**

The responsibility for submitting a response to this RFP on or before the stated date, time, and location will be solely and strictly the responsibility of the offeror.

The Town of James Island invites all interested firms, licensed in the State of South Carolina, to submit proposals to provide on call Right-of-Way acquisition services for various projects within the Town of James Island.

Four (4) hard copies of the Proposal shall be submitted in a sealed envelope or wrapping clearly marked in accordance with the instructions within the Solicitation. One (1) electronic copy is also requested and can be emailed to akellahan@jamesislandsc.us. **Proposals will be accepted until February 17th at 3 pm** by the Town, at which time and place all Proposals shall be publicly opened in the Town Conference Room, located in Town Hall. At such time only the names of the Offerors will be read aloud. Submittals received after the scheduled opening date and time will be rejected.

This solicitation does not commit the Town to award a Contract, to pay any costs incurred in the preparation of a submittal, or to procure or contract for the articles of goods or services. The Town reserves the right to waive any informalities or irregularities, to accept or reject any or all responses and to award or refrain from awarding a contract to any Offeror, if it is in the best interest of the Town to do so.

All interested parties are encouraged to submit questions in writing to the Town Administrator at akellahan@jamesislandsc.us if they have any questions concerning this solicitation. **The last day for questions is Friday, February 5th at 5 pm.**

Ashley Kellahan
Town Administrator
Town of James Island

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I. INSTRUCTIONS TO OFFERORS

1. RFP Documents:

Each Offeror shall carefully examine the Solicitation Documents, including any Addenda that may be published. Failure to acknowledge published addenda in the proposal may deem an Offeror non-responsive. Should the Offeror identify any discrepancies or ambiguities, he shall at once notify the Town in writing. The Town shall not assume any responsibility for errors, oversight or misinterpretation by the Offeror after Submittals are received.

2. Pre-Proposal Conference:

There will be no pre-proposal conference for this solicitation.

3. Important Dates:

Pre-Proposal Conference: None

Last Day for Questions: Friday, February 5th @ 5 pm

Due Date and Time: Wednesday, February 17 @ 3 pm

4. Submission of Proposals:

Four (4) hard copies of the Proposal shall be submitted in a sealed envelope or wrapping **clearly marked in accordance with the instructions within the Solicitation.** One (1) electronic copy is also requested and can be emailed to akellahan@jamesislandsc.us. Proposals will be accepted until 3 PM, February 17 by the Town, at which time and place all Proposals shall be publicly opened in the Town Conference Room, located in Town Hall. At such time only the names of the Offerors will be read aloud. Submittals received after the scheduled opening date and time will be rejected.

Submittals are to be mailed or hand delivered to:

Town of James Island
Attn: Town Administrator
1122 Dills Bluff Rd
Charleston, SC 29412

Proposals may be withdrawn by written request received from the submitting Offeror prior to the submittal deadline.

5. Equal Employment Opportunity:

The successful Offeror will comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability. Offerors shall comply with Title VI of the Civil Rights Act of 1964.

6. Drug Free Workplace Act:

The successful Offeror shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The Town requires all successful Offeror's executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

7. Ownership of Documents:

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this RFQ and including correspondence relating to this RFQ shall, upon delivery to the Town, become the property of the Town.

8. Response Opening:

Responses shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the solicitation responses shall not be disclosed at the opening. Only the response of the successful Offeror(s) shall be available for public inspection after the award of a Contract, and upon written request, during normal business hours, 9:00 A.M. – 5:00 P.M., Monday through Friday. Propriety or confidential information and marked as such in any Submittal shall not be disclosed without prior written consent of the Offeror.

9. Information:

Any explanation desired by an Offeror regarding the meaning or interpretation of the Solicitation schedule, attachments, specifications, etc. must be requested in writing and in sufficient time that a Town response may reach all Offerors in sufficient time to be considered and/or included in their offer. Response to any such requests will be by Addenda. The Town will determine if time is sufficient for the release of any Addenda. All written requests should be directed to the attention of Ashley Kellahan, Town Administrator by e-mail to akellahan@jamesislandsc.us.

Oral explanation of instruction given before the award of the Contract will not be binding. Any information given to a prospective Offeror concerning the Solicitation will be furnished to all

prospective Offerors as an amendment to the Solicitation, if such information is necessary to Offerors in submitting offers on the Proposal schedule, if the lack of such information would be prejudicial to uninformed Offerors. The final day to submit any questions is Friday, February 5th @ 5 pm and should be emailed to akellahan@jamesislandsc.us. Addenda will be made available on the Town's website at www.jamesislandsc.us/bids

10. Insurance:

The successful Offeror shall provide Certificates of Insurance to the Town in accordance with the General Terms and Conditions of the Contract documents.

11. Progress Payments:

Progress Payments shall be allowable for this project, in accordance with an established schedule that will have been determined agreeable by both parties.

II. GENERAL TERMS & CONDITIONS

1. Addenda:

Changes or corrections may be made in the Solicitation documents after they have been issued and before the Submittal due date. In such cases, written and/or emailed Addenda describing the changes or corrections will be issued by the Town of James Island to all Offerors. Such Addenda shall take precedence over the original portion of the solicitation documents concerned. The Town will not be held responsible for any oral instructions, with the exception of oral instructions as may be given during the Pre-Proposal Conference, if applicable. Addenda will be available on the town's website at www.jamesislandsc.us/bids

2. South Carolina Law:

Upon award of a Contract under this solicitation the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from business in this State, by submission of this signed submittal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

3. Award Selection:

Award selection shall be made to the most responsive and responsible Offeror whose Submittal is determined to be the most qualified and advantageous to the Town, taking into consideration the evaluation factors set forth herein. In all cases the Town reserves the right to: 1) waive any informalities or irregularities in the submittals; 2) reject any or all submittals; 3) to select or refrain from selecting the submittal of any Offeror; 4) negotiate with any or all qualified Offerors; and 5) to select the submittal that is in the best interest of the Town. The Town of James Island's decision shall be final.

4. Contract Award:

Any Contract awarded as a result of this solicitation and submittals received, shall be negotiated between the Town and the selected Offeror at a fee determined fair and reasonable and acceptable between all parties, based on the actual project requirements.

Prior to the commencement of negotiations with the successful or any Offeror, a statement may be required confirming that the Offeror has reviewed his submittal; the workload of the organization; verification that key project personnel are still in place and any other conditions which might change or effect the successful and timely completion of the project as has been disclosed to the Town for subsequent consideration.

Negotiations, when applicable, will be conducted beginning with the Offeror whom has been determined and selected as the most qualified by the Town. Should the Town be unable to successfully negotiate a Contract, which would be considered acceptable to the Town, with the first choice Offeror, said negotiations shall be terminated and the Town may conduct like negotiations with the next acceptable Offeror. Likewise, should the negotiations with the second-choice Offeror fail to result in an acceptable agreement, these negotiations may be terminated and new negotiations conducted with the third and subsequent Offerors. Negotiations with the second and subsequent Offerors shall be conducted in the same manner using the same criteria as with the first Offeror. The Town also reserves the right to award contracts to multiple Offerors. The contract period will be for a period of one (1) year with an option to renew for an additional three (years) for a total contract period not to exceed 4 years.

5. Contract Documents:

Should an award be made as a result of this Solicitation, the Contract, Purchase Order or Agreement shall, by reference, consist of the following:

- A) Advertisement for Proposals
- B) Invitation to Offerors
- C) Instructions to Offerors
- D) General Conditions

- E) Scope of Services
- F) Antitrust/NonCollusion Oath
- G) Offeror's Statement
- H) Agreement or Purchase Order
- I) Notice of Award – Successful Offeror's Acceptance of Award
- J) Successful Offeror's Certificates of Insurance
- K) Notice to Proceed
- L) Any Addenda
- M) Any Change Orders, supplements or modifications

6. Invoices:

All invoices must be submitted to:

**TOWN OF JAMES ISLAND
P.O. BOX 12240
JAMES ISLAND, SOUTH CAROLINA 29422**

The Town reserves the right to withhold payment or make such deductions as may be necessary to protect the Town from loss or damage because of defective work, claims, damages, or to pay for repair or correction of materials furnished hereunder.

7. Prohibition of Gratuities:

All awards made shall be in accordance with applicable South Carolina statutes.

8. Termination:

Subject to the provisions below, any Contract resulting from this solicitation may be terminated by the Town, providing a seven (7) day advance notice in writing is given to the Offeror.

- a) **Non-Appropriation:** In the event sufficient appropriations are not made to pay the charges under the Contract, it shall terminate without obligation to the Town.
- b) **Convenience:** In the event that this Contract is terminated or canceled upon request for the convenience of the Town without the required seven (7) day advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
- c) **Cause:** Termination by the Town for cause, default or negligence on the part of the Offeror shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision listed herein shall apply.

- d) **Default:** In the case of default of the successful Offeror, the Town may terminate the Contract and take possession of the project and all materials, related thereto, and may finish the Work by whatever method the Town may deem expedient. If the unpaid balance of the Contract sum exceeds the cost of finishing the Work, including compensation for other related professional services and expenses made necessary thereby, such excess may be paid to the successful Offeror, but if such costs exceed the unpaid balance, then the successful Offeror shall pay the difference to the Town.

The Town reserves the right to withhold payments on account and recover costs for: 1) defective work not remedied; 2) claims filed by third parties; 3) failure of the successful Offeror to make payments properly to sub-consultant or for labor, materials or equipment; 4) reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum, 5) damage to the Town or another consultant; 6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or 7) persistent failure to carry out the Work in accordance with the Contract Documents.

Should such charge(s) be assessed, no subsequent offers of the defaulting successful Offeror will be considered until the assessment charge(s) has/have been satisfied.

9. **Prime Consultant:**

The Prime Consultant will be required to assume the sole responsibility for the complete effort as required by this solicitation. The Town will consider the successful Offeror to be the sole point of contact with regard to contractual matters, and will be responsible for the quality and timeliness of the Work of any sub-consultants hired by the Prime Consultant.

10. **Abandoned or Suspended Work:**

If any Work performed by the Consultant is abandoned or suspended in whole or in part by the Town, other than for default by the Consultant, the Consultant shall be paid for all services performed, as well as reimbursable expenses prior to receipt of a written notice from the Town of such abandonment or suspension, in an amount equal to work performed as of the date of abandonment or suspension.

11. **Change Orders:**

Any request for contract changes, deviations, etcetera, by the successful Offeror, which shall have a cost effect to the Contract shall be priced and submitted to the Town via the Town's Project representative for consideration and acceptance. All changes having a cost effect requires prior approval by the Town Administrator. She shall also have the authority to make

changes, accept deviations, etc., within the requirements and specifications of the Scope of Work which have no cost impact to the Contract.

12. Insurance:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner. All insurance policies shall be issued by responsible companies whom are acceptable to the Town and licensed and authorized to do business under the laws of the State of South Carolina. The Consultant shall affect insurance to protect the interest of the Consultant, Sub-Consultants and Sub-Sub-Consultants in the Work. The Consultant shall provide proof of such insurance to the Town by providing a Certificate of Insurance reflecting such coverage and adding the Town as a Certificate holder. The Certificate of Insurance shall endorse the Town as an additional insured on all policies, with the exception of Professional Liability policy.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, Liability Insurance as hereinafter specified.

- A) Consultant's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Consultant and protecting the Consultant from all claims for personal injury; including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Consultant or a Sub-Consultant employed by the Prime Consultant.
- B) Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
- C) Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, Professional Liability Insurance. The aggregate limit should be total insurance available for claims of at least \$1,000,000 per claim and \$1,000,000 aggregate.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, in accordance with the provisions of the laws of the State of South Carolina Workers'

Compensation Insurance, including occupational disease provisions, for all of the Consultant's employees, and in case any Work is sublet, the Consultant shall require such Sub-Consultant identically to provide Workers' Compensation Insurance, including an occupational disease provision for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous Work under this Contract are not protected under the Workers' Compensation Law, the Consultant shall provide, and shall cause each Sub-Consultant to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

III. SUBMITTAL REQUIREMENTS

Please include the following in your submittal:

1. Firm Experience and Contractor Qualifications
2. Staff Experience and any Sub-Contractors
3. Past Experience with Public Easement Acquisition Projects
4. Submittal Form
5. Fee Schedule

IV. SCOPE OF WORK:

The Town of James Island is seeking qualifications from firms that are licensed in the State of South Carolina to provide right-of-way acquisition services for the purpose of acquiring right-of-way on various projects throughout the Town, including but not limited to drainage, roadway, and sidewalk work. The on-call contract will be for a period not to exceed (4) years. The Town reserves the right to award multiple contracts to more than one firm. Each project will be negotiated separately through a fixed fee schedule or lump sum, for services provided by each of the successful firm(s).

V. EVALUATIONS:

Criteria:

- A) Offerors Verifiable Capability and Performance
- B) Availability of Qualified Professional Staff
- C) References
- D) Fee Schedule
- E) Offeror's overall ability to prepare a brief, concise, meaningful response

2. Evaluation/Interviews:

In order to select a single most qualified Offeror, interviews *may* be conducted by the Town with selected firms. Offerors shall be afforded ample notification prior to the scheduling of any interviews. Any Offeror who fails to attend such scheduled interviews will be considered as non-complying and the Proposal rejected. Upon completion of evaluations, the Town Council will select one or more firms for award. Town Council shall authorize the Town Administrator to enter into negotiations with the selected firm(s).

3. Negotiation Phase:

All negotiations between the Town and any Offeror shall be in accordance with the General Conditions of the solicitation. The Town shall negotiate a fee considered fair and reasonable between both parties based on the actual project requirements. A model contract will have been prepared and made available to both parties for review and finalization during these negotiations.

The participation in the submittal or the selection phase of this process including interviews does not commit the Town to award a Contract or to pay any cost incurred by any Offeror relating to this solicitation.

RFP #1-2021
SUBMITTAL FORM
Page 1 of 2

THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR'S PROPOSAL.

ILLEGAL IMMIGRATION

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] (NOV. 2008)
(An overview is available at www.procurement.sc.gov)

ETHICS CERTIFICATE

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

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SUBMITTAL FORM
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THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR'S SUBMITTAL.

I, the undersigned, certify that this submittal does not violate any Federal or State antitrust laws and that I have received and read the Invitation for Statements of Interest and understand that this submittal is subject to all conditions thereof. The undersigned offers and agrees, if this submittal is accepted within Sixty (60) days from the date of the opening, to furnish any or all items proposed and to deliver such items or services to the Town within a timely manner as indicated in this submittal.

A signature below indicates that the Offeror herein, his agents, servants, and employees, have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

AUTHORIZATION

(Print Name of Consultant/Company)

(Signature)

_____ (Printed Signature) _____ (Title)

(Mailing Address)

_____ (City) _____ (State) _____ (Zip)

_____ (Telephone Number) _____ (Fax Number)

(E-mail Address)