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TOWN OF SULLIVAN'S ISLAND



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TOWN ADMINISTRATOR

BRIDGET WELCH
TOWN CLERK

October 17, 2024

Bryan H Rembert, P.E.
P.O. Box 40968
Charleston, SC 29423-0968

Re: RFP Proposal for Cove Inlet Bridge Rehabilitation Project (Old Trolley Bridge)

Dear Mr. Rembert:

I am pleased to inform you that Sullivan's Island's Town Council has chosen IPW Construction Group LLC to perform the renovations for the Cove Inlet Bridge project. Based on the recommendation of the Land Use and Natural Resources Committee (i.e. Selection Committee), IPW's proposal scored highest among the other submitted proposals.

Please take the necessary steps in drafting a service contract for \$258,460.00 to complete the scope of work detailed on page 3, Sec. III of the advertised RFP. Additionally, please outline the necessary terms and conditions for construction services, permitting and any other public notice requirements.

Congratulations on your successful proposal and we look forward to working with you to get this very important project underway!

With kind regards, I am

Joe Henderson, AICP

Town Administrator

Cc. Patrick O'Neil, Mayor of Sullivan's Island
Cyrus Sinor, P.E., IPW Member/Manager



TOWN OF SULLIVAN'S ISLAND
REQUEST FOR PROPOSALS (RFP)
FOR CONTRACTOR SERVICES

REQUESTOR: Town of Sullivan's Island
2056 Middle Street
Sullivan's Island SC 29482

CONTACT: Joe Henderson, Town Administrator
(843) 883-5731
jhenderson@sullivanisland.sc.gov

PROJECT: **Old Trolley Bridge Renovation:**
Parcel Number: 523-06-00-082

GRANT: N/A

DATE ADVERTISED: August 19, 2024

DUE: Friday, September 20, 2024 (On or before 1:00 PM EST)

The Town of Sullivan's Island reserves the right to accept or reject any or all submittals received as a result of this solicitation, to negotiate with all qualified offerors, to award multiple contracts for all or part of the scope of work, or cancel in part or in whole this solicitation, if in the best interests of the Town of Sullivan's Island.

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I. General Information

The proposed development consists of stabilization of eroded slopes through the installation of an Envirolok retaining wall system. The project also includes the construction of a pervious path to improve pedestrian safety, reinforcement of concrete structure to improve stability and a variety of native plantings to enhance the user experience.

II. Background

Historically, for most of the 19th century, the only way to get on or off Sullivans Island was by boat. This changed in 1897 when Cove Inlet Bridge was constructed and continued to operate as a trolley bridge from 1898 to 1927. At one time the Pitt Street Bridge was the only means to get from Mount Pleasant to the beaches of Sullivans Island and Isle of Palms. The Old Bridge was widened in 1923 to allow for automobiles and was finally closed in 1945 when the Ben Sawyer Bridge opened. In recent years the Old Bridge has been used for local recreation, relaxation and interaction with wildlife.

Scope Of Work

The general scope of work includes removal and disposal of all items noted below and the construction of all proposed design elements listed under Section III, A. "Contractor's Responsibilities." The Contractor shall furnish and provide all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFP.

A. CONTRACTOR'S RESPONSIBILITIES

1. Demolition: Includes all labor, equipment, materials, fees, transportation and incidentals needed to demolish, remove and legally dispose of all components:
 1. Removal of all existing asphalt.
 2. Relocation of existing sign out of proposed path.
 3. Removal of existing bench.
 4. Removal of existing wooden structure on wall face.
2. Construction: Includes all labor, equipment, materials, fees, transportation and incidentals needed to correctly construct all proposed components.
 1. Site grading adjustments according to plan set.
 2. Preparation and installation of proposed pervious pathway with metal edging from entrance to end of trail.
 3. Installation of proposed handrails
 4. Construction of Envirolock Retaining wall system.
 5. Reinforcement of concrete structure utilizing CMU wall block with scratch coat finish.
 6. Installation of native plant material.
 7. Hydroseeding Envirolock Retaining wall system with native grass seed mix.
 8. Installation of new bench seat.
 9. Installation of proposed cable rail system on proposed grade.
3. Security: The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the Town.

4. Time of Work and Completion: The contractor shall commence predemolition work within 48 hours of finalizing contracts and obtaining demolition permits from the Town of Sullivan’s Island Building Department and Business License (i.e. Notice to Proceed). Contractor will ensure work is completed expediently and in adherence with the respondent’s project schedule and take no more than ninety (90) days. If contractor requires additional time to complete the scope of work, adequate justification shall be made to the Town for written authorization and approval. Contractor activities at the Old Bridge site shall be limited to 8am-6pm Monday through Friday and 10am-4pm Saturdays.
5. Hazardous Material: The successful Respondent(s) shall use, handle, store, dispose of, process, transport and transfer any material considered a hazardous material in accordance with all federal, state and local laws. If the successful Respondent(s) encounters material reasonably believed to be a hazardous material and which may present a substantial danger, the successful Respondent(s) shall immediately take any necessary health and safety precautions.
6. Demobilization: Site demobilization includes all labor related to removal of personnel, equipment, supplies, rubbish and incidentals from the project site. Any minor damage of trees, grass, landscaping, sidewalks shall be avoided and/or repaired as need.

B. TOWN RESPONSIBILITIES

- a. The Town will provide fair and reasonable access to the job site within the working schedules of both parties.
- b. Provide payment within 30 days upon receipt of invoices.

III. Request For Proposals (RFP) Process and Policies

Submittal of Statements of Proposals

The Town of Sullivan’s Island is hereby issuing this Request for Proposals (RFP) to firms that have the capability and interest in undertaking and performing the scope of work described in this RFP. The RFP will be publicly advertised in accordance with the Town’s procurement guidelines.

The OFFICIAL CONTACT for this solicitation is:

Joe Henderson

Town Administrator

(843) 883-5731

jhenderson@sullivansisland.sc.gov

Each firm responding to this solicitation is officially a RESPONDENT. Each respondent must submit a sealed package containing one (1) hard copy plus one (1) digital (emailed) copy of its statement of Proposals to the address above no later than **Friday, September 20, 2024 at 10:00 AM**. Statements of Proposals may be submitted in person, by messenger, or by regular mail. All submissions will be logged in and date and time stamped.

Any Proposals package that is received after the date and time specified will be logged and date and time stamped as "late" and returned unopened to the respondent.

Proposed Procurement Timeline

Release date for RFP	August 19, 2024
Onsite Visit at Old Trolley Bridge Site	August 23, 2024, 10:00 a.m.
Final Date to Receive Written Questions/Clarifications	August 26, 2024, 5:00 p.m.
RFP Closing Date	September 20, 2024, 1:00 p.m.
Selection of Bid	TBD
Execution of Contract with Consultant	TBD

Labeling of Submissions

All submissions must be submitted in a sealed envelope or package plainly marked "*Town of Sullivan's Island - Old Trolley Bridge Renovation, Attn: Joe Henderson*" with the name and address of the respondent in the upper left-hand corner. No responsibility will attach to the Town of Sullivan's Island or any official or employee thereof, for the pre-opening, post opening, or failure to open a submission not properly addressed and identified.

Proprietary/Confidential Information

All materials and written Proposals submitted pursuant to this RFP shall become the property of the Town of Sullivan's Island and will not be returned. All respondents must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. All unmarked pages will be subject to release in accordance with law. Marked pages will not be disclosed if they are deemed to meet the requirements under the South Carolina Freedom of Information Act, S.C. Code Section 30-4-10, *et seq.* Respondents should be prepared, upon request, to provide justification of why such materials should not be disclosed in accordance with the South Carolina Freedom of Information Act.

Questions/Requests for Clarification

All questions and/or requests for clarification regarding this RFP should be provided in writing to Joe Henderson no later than **August 26, 2024 at 5:00 p.m.** All questions submitted and their answers will be posted on the Town of Sullivan's Island website as an addendum to this RFP. No telephone inquiries will be accepted.

Addenda

If it becomes necessary to revise any part of this RFP, a written addendum will be issued. All addenda issued by Town of Sullivan's Island will become part of the official RFP and will be posted on the Town of Sullivan's Island website [link](#). Receipt of all addenda must be acknowledged in the response to this RFP.

Contact Policy

No direct or indirect contact regarding this solicitation may be made with any representatives of the Town of Sullivan's Island other than the official contact identified in this RFP. If such contact is made, the Town of Sullivan's Island reserves the right to reject a submission by that respondent. All questions and/or requests for clarification must be provided in accordance with the Questions/Requests for Clarification section. This contact policy applies to site visits and requests for technical information. Any technical information needed from the Town of Sullivan's Island to prepare a submission should be coordinated through the Questions/Requests for Clarification process outlined above.

Acceptance and Rejection of Submissions

Any submissions that do not conform to the essential requirements of the RFP shall be rejected. The Town of Sullivan's Island reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The Town of Sullivan's Island also reserves the right to accept or reject any or all submissions received in response to this RFP. The Town of Sullivan's Island is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The Town of Sullivan's Island reserves the right to request additional information from any firm submitting under this RFP if such information is necessary to clarify the submission.

Cancellation/Rejection

The Town of Sullivan's Island may cancel this RFP in whole or in part at any time if it is determined to be in the best interest of the Town of Sullivan's Island. The Town of Sullivan's Island may reject any or all submissions in whole or in part if it is determined to be in the best interest of the Town of Sullivan's Island.

Conflict of Interest

Respondents shall promptly notify the Town of Sullivan's Island in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the Town of Sullivan's Island as to whether the association, interest, or circumstance would, in the opinion of the Town of Sullivan's Island, constitute a conflict of interest. By responding to this solicitation, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the Town of Sullivan's Island or any other conflict as may be set forth herein.

Collusion

More than one submission from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the Town of Sullivan's Island believes that collusion exists among respondents, all submissions from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or

indirect relationship or profit-sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a submission for the same item, and they certify the knowledge that this would constitute an illegal action.

V. Statement Of Proposals Contents

Respondents interested in providing the services outlined in this RFP must prepare and submit a statement of Proposals that must not be more than the equivalent of ten (10) single sided 8 ½ by 11-inch pages in length (not counting the front and back covers, section dividers that contain no information, and any required forms). The submission must include the following, in the order listed:

Cover Letter

The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work described in this RFP and should identify all subcontractors, materials, and enclosures being forwarded in response to the RFP.

Relevant Experience

At a minimum, successful submittals shall demonstrate experience and technical competence with the requirements outlined in the above scope of work. Provide descriptions of similar demolition or remediation projects that your organization and/or key personnel have completed, including tasks involved, timeframes, and outcomes. Also include any relevant work performed in a nearby jurisdiction and how this experience relates to the development of the Scope of Work outlined in Section III.

VI. Evaluation and Award Process

Selection Committee

The Town of Sullivan's Island will conduct a selection process to determine the most qualified respondent at the least cost. This process may include the formation of a staff selection committee and the appointment of other Town Council members and technical advisors as needed to review all the submissions and score them based on the established selection criteria outlined herein. The award will be made to the highest rated and ranked respondent based on the cumulative scores of the selection committee.

The Town of Sullivan's Island reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance, reliability, and integrity. After evaluating the submitted Statements of Proposals, the staff selection committee may choose to interview a short list of firms prior to ranking the respondents. If interviews will be conducted, short-listed respondents will be notified at least ten (10) business days prior to the interview date.

Notice of Intent to Award

The selection committee's recommendation for award will be presented to the Sullivan's Island

Town Council for consideration. If approved, a notice of "Intent to Award" will be posted on the Town of Sullivan's Island website. A notice will also be emailed to all respondents informing them of the committee's recommendation and posting on the Town's website.

Protested Solicitations and Awards

Any respondent who is aggrieved in connection with the solicitation or award of a contract may protest according to the procedures in the Town of Sullivan's Island's procurement policy, [Section 37.06](#).

Contract Negotiations/ Award of Contract

After the close of the appeal period, if no appeals were received or successfully granted, the highest rated respondent identified by the selection committee and approved by Town Council will be invited to enter contract negotiations with Town of Sullivan's Island to finalize the scope of work, personnel, hours, hourly rates, use of sub-consultants, and other direct costs that will be required to complete the agreement between the Town of Sullivan's Island and the selected respondent. If an agreement cannot be reached with the top ranked firm, the Town of Sullivan's Island will select the next highest ranked responsive and qualified firm and the negotiation phase will be repeated. This process will continue until an agreement is reached with a qualified firm that can provide the required scope of services within the project budget. Any contracts awarded as a result of this procurement process will be between the respondent and the Town of Sullivan's Island.

Once a draft contract is negotiated, the Town of Sullivan's Island and the selected respondent may enter into the contract. Failure to adhere to this policy could result in disallowed grant costs and the cancellation of this solicitation.

VI. Selection Criteria

Each proposal will have an opportunity to receive up to 100 points with the highest aggregated score winning the project award. The selection criteria and their relative importance in making the selection are:

Project Understanding and Approach (25 points)

Logistical understanding, technical expertise and competence, and years of experience of individuals who will be assigned to this project.

Related Experience on Similar Projects (25 points)

Extent of relevant experience with similar projects. Outline how the Sullivan's Island project will be conducted and the similarities to previous projects.

Project Schedule and Budget (25 points)

Performance recommendations regarding work quality, schedule, budget (cost), communication and coordination of projects.

Recent, Current, and Projected Workload (25 points)

Workload of the contractor and key personnel and how it might impact the respondent's ability to meet the project's schedule requirements. Please provide a project timeline estimating the time required for project milestones and completion of the project.

VII. Other Requirements of Consultant if Contract Awarded

If awarded a contract, the winning bidder should be prepared to comply with the following:

- A. **Insurance**: No work shall commence until the contractor/ consultant obtains, at his own expense, insurance protecting both the Town and the contractor/ consultant from any and all claims for personal injury, death, property damage, workers compensation or other claims arising from performance of the contract. Certificates of insurance from insurance carrier(s) suitable to the Town, stating the amount and nature of the consultant's insurance coverage shall be delivered to the Town **prior** to the commencement of work on the project. ****Unless otherwise directed in writing by the Town, the consultant shall maintain minimum insurance coverage identified below for the duration of the project:**
- B. Commercial General Liability Insurance on an occurrence basis in an amount equal to \$1,000,000 for each occurrence and must include the following coverages: (i) completed operations coverage and (ii) personal injury coverage. Policy must name the Town of Sullivan's Island as an additional insured.
- a. Workers' Compensation Insurance in the amounts as follows:
 1. Bodily Injury by accident, \$500,000 each accident.
 2. Bodily Injury by disease, \$500,000 policy limit.
 3. Bodily Injury by disease, \$500,000 each employee.
 - b. Commercial motor vehicle liability Insurance in the amount of \$500,000 if the company owns automobiles. No endorsement limiting or excluding a required coverage is permitted. Policy must name the Town of Sullivan's Island as an additional insured.
 - c. Maintenance of state and local licenses necessary to operate a business in the Town of Sullivan's Island. These costs are not to be paid in whole or in part by the Town.
 - d. Indemnify and hold the Town of Sullivan's Island harmless for any and all claims arising out of its performance of its duties under this contract.
 - e. Comply with all applicable federal, state and local laws, ordinances and regulations.
- C. **Imposition of Indemnification**: No contract may impose or create any obligation for the State and/or its political subdivisions (i.e., Town of Sullivan's Island) to hold harmless, indemnify or defend any contractor against legal claims. The Town shall be responsible for its employees and agents' negligence that results in any loss or damage to any property or injury to any person arising out of, or connected with, the use of premises or operation of an agreement.

VIII. Terms and Conditions for Professional Services Contracts

The following terms and conditions will be incorporated into the contract for this work:

1. Termination for Cause and Convenience

The contract may be terminated in whole or in part as follows:

- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the contract award or federal or state grant award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or
- v. By the Grantee pursuant to termination provisions included in the federal or state grant award.

2. Administrative, Contractual, and Legal Remedies

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, the Grantee may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the contractor;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate this Contract; and
- iv. Take other remedies that may be legally available.

3. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- ii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts.



Attachment A

TOWN OF SULLIVAN'S ISLAND NON-COLLUSION OATH

Vendor Name: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, his agents, servants, and/or employees, to be best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

Authorized Signature for Vendor

Sworn to and Subscribed before me

this _____ day of _____, 2024

Notary Public in and for South Carolina My
Commission Expires:



Attachment B

UNDERSTANDING OF RFP PROCEDURE, TERMS AND CONDITIONS

This page to be returned with Proposals submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____