

**City of Isle of Palms, South Carolina  
Request for Proposals (RFP) 2019-06  
Temporary Office Trailers for Public Safety Building**

In compliance with the City’s Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking proposals for the twelve (12) month rental of temporary offices to relocate the administrative functions from the Public Safety Building during the rehabilitation project, per the specifications and requirements below.

The request will be proposal and awarded pursuant to the City’s procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

**I. Description**

The City of Isle of Palms is seeking proposals from qualified contractors to install two modular office buildings to serve as offices for the Police and Fire Departments currently operating from the Public Safety Building located on 30 JC Long Boulevard. The two modular office buildings are expected to be 24 feet by 60 feet and 36 feet by 60 feet to accommodate six (6) offices for nine (9) employees in one and four (4) offices for five (5) employees in the other building. Both of the modular office buildings must be certified.

**II. Specifications**

**A. One (1) Commercial Grade Double Wide 60x24 Office Trailer**

- a. With four (4) private offices**
- b. Half restroom**
- c. Central HVAC**
- d. ADA compliant ramp**
- e. Steps and canopy**

**B. One (1) Commercial Grade Triple Wide 60x36 Office Trailer**

- a. With six (6) private offices**
- b. Half restroom**
- c. Central HVAC**
- d. ADA compliant ramp**
- e. Steps and canopy**

**Total charges must include delivery, installation and removal.**

**III. Project Timeline**

Proposals Due.....2:00 p.m., December 12, 2019

City evaluates proposals .....December 12, 2019  
Contract Execution..... December 13, 2019  
Trailers Delivered and Installed by .....February 1, 2020

**IV. Proposal Requirements**

Proposals should be submitted to the following:

Desirée Fragoso  
City Administrator  
City of Isle of Palms  
1207 Palm Boulevard  
Post Office Box 508  
Isle of Palms, South Carolina 29451

**Deadline for Submission:** The deadline for submission is 2:00 p.m., Thursday, December 12, 2019. Proposals must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked “Request for Proposals (RFB) 2019-07 Temporary Office Trailers for Public Safety Building” and include one (1) hard copy and one electronic copy in PDF format. It will be the responsibility of the proposers to verify and confirm receipt by the City.

Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any proposer of any particular means of delivery of proposals.

Firms considering submission under this RFP will be expected to have read and be prepared to enter into the terms of the attached contract, which is a part of this RFP. The City of Isle of Palms reserves the right to reject any and all proposals and to waive irregularities.

If an addendum is issued, proposers must acknowledge receipt of the addendum with their proposals.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent’s organization as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or non-acceptance of the proposal or the rejection of any and all proposals. Respondents are responsible for

submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

By signing its proposal, proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to proposers and its subcontractors or sub-subcontractors; or (b) that proposer and its subcontractors or sub-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." Proposer agrees to include in any contracts with its subcontractors language requiring its 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.

If the proposer is a corporation, state your correct corporate name and State of incorporation. If proposer is a partnership, state names and addresses of partners. If proposer is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to proposal and enter into contracts.

**RFP 2019-06**  
**Temporary Office Trailers for Public Safety Building**  
**Proposal Form**

Proposals should include the following cost breakdown.

**A. One (1) Double Wide 60x24 Office Trailer**

Rental Pricing Per Month: \_\_\_\_\_

Delivery and Installation: \_\_\_\_\_

Suggested Items: \_\_\_\_\_

Total Charges: \_\_\_\_\_

**B. One (1) Triple Wide 60x36 Office Trailer**

Rental Pricing Per Month: \_\_\_\_\_

Delivery and Installation: \_\_\_\_\_

Suggested Items: \_\_\_\_\_

Total Charges: \_\_\_\_\_

**Site Plan Showing Location for the Trailers**

**Exhibit 1 –**



STATE OF SOUTH CAROLINA     )  
    )  
 COUNTY OF CHARLESTON        )     AGREEMENT FOR SERVICES  
    )     FOR INSTALLATION AND USE OF  
    )     MODULAR OFFICE TRAILERS

**Agreement for Services Execution of Attachment D is required, as is set hereinabove in the RFP.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Isle of Palms, S.C. ("City") and \_\_\_\_\_ ("Contractor").

WHEREAS, City desires to secure professional services more fully described in this Agreement; and

WHEREAS, Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and

WHEREAS, The Parties have specified herein the terms and conditions under which such services will be provided and paid for. The Parties agree as follows:

WHEREAS, Contractor agrees to perform the services pursuant to the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. Scope of Services
  - A. Installation and use of temporary modular office buildings as described in the Request for Production attached as Exhibit II.
  - B. Contractor represents and maintains that it has the necessary expertise in

the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement.

2. Contract Price. For all services to be performed by Contractor on the Project, City agrees to pay to Contractor upon completion of each Task as detailed Exhibit I, which includes labor fees and anticipated expenses.

3. Time of Performance. Contractor understands the time sensitivity of the Project and agrees to complete the services on the Project in a timely manner. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

4. Change Orders. The City has the right to require alterations or changes ("Change Orders") to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Contractor agrees to apply for, obtain and pay for all governmental permits, fees and licenses necessary for the Contractor's performance and completion of the services under the Project (including, but not limited to, a City business license). This does not include Permit fees required for permitting.

6. Indemnification and Insurance.

A. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) caused by Contractor's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Contractor written notice thereof, and Contractor shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Contractor shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;

2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence;

3) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Contract in the amount of \$1,000,000.00 per claim and in the aggregate; and



4) Workers' Compensation: Contractor agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

C. Contractor agrees that any subcontracts for this Project shall be approved in advance in writing by City; shall provide that City is an intended third-party beneficiary of the subcontract; shall require that all subcontractor work be performed in accordance with the requirements of this Agreement, including all indemnification and insurance requirements set forth in this Section 6; and shall provide that City is named as an additional insured on all such insurance policies. Proof of subcontractor's insurance shall be provided to City prior to commencement of any work by subcontractor.

7. Bond Requirements. The Contractor may be required to provide a Bid Bond, Payment Bond and/or Performance Bond to perform under the terms of this Agreement.

8. Breach. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

9. Site Investigation. Contractor acknowledges that Contractor has inspected the Service areas and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

10. Warranty. Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

11. Responsibility of Contractor. Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement. Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Request For Proposal (RFP) for Two Modular Office Buildings applicable federal, state, county, and/or municipal laws, ordinances,

regulations, rules and orders. Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

12. Notices. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, Interim City Administrator

Address: PO Box 508, Isle of Palms, SC 29451

(Contractor):

Representative:

Address:

13. Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina

Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

14. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein.

This Agreement may be amended only by a written agreement signed by each party.

15. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Contractor may request this

determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request. City's use of the buildings does not constitute acceptance of the buildings as-is, and City does not waive its authority to inspect and demand repairs of any faulty installation or defective product.

16. Governing Law; Severability. This Agreement is governed by and shall be Construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict- of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

17. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. Subcontracting and Assignment. Contractor agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

19. Section Headings. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

(as to City)

\_\_\_\_\_ (Contractor)

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

(as to Contractor)

EXHIBIT I

(Attached Contract's Proposal, dated \_\_\_\_\_)

EXHIBIT II

(Attached Request for Production, dated \_\_\_\_\_)