

**City of Isle of Palms, South Carolina**  
**Request for Proposals**  
**Building Inventory General Condition Assessment**  
**RFP 2016 - 05**

In accordance with the City of Isle of Palms Procurement Code, the City is accepting sealed proposals to assess the general condition of the City's buildings and explore the potential for major repair costs in the future. Proposals will be accepted until 11:00 a.m., Eastern Standard Time, Friday, August 26, 2016, at City Hall, 1207 Palm Boulevard, Post Office Box 508, Isle of Palms, South Carolina, 29451.

**Deadline for Submittal:** 11:00 a.m., Friday, August 26, 2016.

**Submit Sealed Proposal to:** Linda Lovvorn Tucker  
City Administrator  
1207 Palm Boulevard (physical)  
Post Office Box 508 (mailing)  
Isle of Palms, South Carolina 29451

**Contact Person:** Linda Lovvorn Tucker  
City Administrator  
843-886-6428  
843-886-8005 (fax)

The City's intent is to contract with a general contractor with qualified staff to assess the general condition of its buildings and to explore the potential for major repair and maintenance costs in the future. The general assessment and report will enable the City to plan and budget for needed maintenance and repairs in the future. The City anticipates that a qualified contractor will be able to perform this function and, if necessary, they may subcontract with subcontractors for any additional specialty work. The solicitation requires submittal of documentation to demonstrate the firm's ability to perform assessments.

Proposals shall be submitted and clearly identified as **"City of Isle of Palms RFP 2016-05 Building Inventory General Condition Assessment."** Proposals shall be typewritten, and included both as a hard copy and saved on a compact disc or DVD. Proposals may be delivered by hand or by mail, but no proposal shall be considered if 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 selection by any Respondent of any particular means of delivery of proposals. Respondents should carefully examine the solicitation documents, including any addenda. Should the Respondent identify any discrepancies or ambiguities, he/she shall at once notify the City. No allowance will be made for oversight or misunderstandings by the Respondent after submittals are received.

Signatures on submittals must be by a principal, duly authorized to enter into contracts.

The City reserves the right to reject any and all submittals and to waive irregularities. The City may cancel its award at any time prior to entering into an agreement. Additional information or clarification may be requested by the City. This RFP does not commit the City to procure or award a contract for the scope of work described. **All information submitted in response to the RFP shall become the property**

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**of the City and as such may be subject to public review as public record.** However, proprietary data should be marked and will be kept confidential by the City to the extent allowed by law. Respondents must have or be able to procure an Isle of Palms Business License. Firms considering submission under this RFP will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFP.

Respondents 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 RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City will commit the City to award a contract to any respondent even if all the requirements in the RFP have been met.

Questions regarding the project should be directed to Linda Lovvorn Tucker via e-mail to [ltucker@iop.net](mailto:ltucker@iop.net). **The deadline to submit questions is 5:00 p.m. Eastern Standard Time, Monday, August 15, 2016.** Questions received after this date and time will not be answered. An addendum with all questions submitted before the deadline and answers will be posted on the City's website at <http://www.iop.net/departments/rfpsandrfqs.aspx> prior to the deadline for submission. If an addendum is issued, Respondents must acknowledge receipt of the addendum with their proposal.

**Scope of Services**

1. The assessment is a general exploration of building conditions and will evaluate the following items:
  - a) The general condition of the foundation.
  - b) The general condition of the structure without any forensic exploration.
  - c) The general operating condition of the mechanical, electrical and plumbing systems.
  - d) The potential for needed replacement of any major components of the MEP systems.
  - e) The general condition of the roof, windows, doors and other building components and claddings.
  - f) The general condition of the site features including parking lots, grounds and landscaping features.
2. A report is expected that will identify any major deficiencies in any of the above items.
3. Major deficiencies will include any items that could potentially expose the City to expenditures in excess of \$50,000.00 for any one item within the next five (5) years.
4. The report will include cost estimates for the repair and replacement of the major items identified based on recognized estimating standards.
5. The report will include, as an addendum, a prioritized list of the items of major concern from most time sensitive to least time sensitive.
6. The report will also include a maintenance schedule including price estimates for each of the buildings to enable planned regular maintenance as opposed to reactionary maintenance.
7. The assessment will cover the buildings listed on page 5 of the RFP document titled **"Building Inventory."** Access to the buildings will be arranged by the City so as to allow access during

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normal working hours only. Access may be limited during times when portions of the buildings are scheduled for specific uses.

**Proposal Requirements**

**1. Interpretation of the Proposed Project and Prescribed Methodology and Scope of Services:**

Each Respondent shall submit in writing a brief discussion of the general approach to the work demonstrating the basic understanding of the project and a detailed description of the work task, all as understood at this time.

**2. Description of Firm Resources and Strengths:**

Each Respondent shall submit a brief history of the firm and the resources and strengths to accomplish the scope of services as described herein.

**3. Verifiable Similar Experience and Performance:**

Each Respondent shall submit examples of projects including project summary and reports that provide proof of accomplishment of similar experience with satisfactory performance. Respondent shall demonstrate preservation skills and experience as related to the types of collections and the nature of the activities that are the focus of this project.

**4. Respondent's Availability of Qualified, Professional Staff, Including Support Personnel (Contractors) by others and Current Existing Commitments:**

Each Respondent shall submit evidence, including resumes of project manager and other key staff, demonstrating specialized current experience of staff and supporting Contractors, if applicable. Experience submittal shall demonstrate not only the technical competence of staff for the development and implementation of said services as described herein, but also the availability of staff and supporting personnel considering current existing commitments and their proximity to the proposed area and project component representatives and their ability to provide services. Should the successful Respondent require additional effort to support the project after award, the selection of such will be subject to the approval of the City.

**5. References:**

Respondents should include at least three (3) current or recent project references, which would demonstrate experience to perform work for similar projects. Reference information should include:

- Client's name, contact person, telephone number and email address
- Project begin and completion dates
- Letters of recommendation, if applicable

**6. Proposed Work and Associated Costs and Schedule to Accomplish Scope of Services:**

Respondent's interpretation of the proposed project, prescribed methodology to accomplish the scope of services, suggested time frame for the proposed project and cost proposal for identified work elements required to complete the project. **Proposal shall include contractor's hourly labor rates for additional work outside of the original scope of services.**

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**Evaluation**

Note that time is of the essence and the City reserves the right to evaluate responses and negotiate with Respondents in a timely manner to secure the services required within this solicitation when in the best interest of the City. The Respondents must be available during the evaluation process and provide information or hold discussions within this timeframe to meet City's goals related to its contractor services and related project needs.

**Award Criteria**

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on the following criteria:

- a) The individual qualifications of the person(s) and firm(s) performing the assessments.
- b) The ability of the Respondent to perform the assessment in a timely manner.
- c) Verifiable similar project experience and performance by the Respondent, including a demonstrated ability to perform building inventory general condition assessment contractor services.
- d) The Respondent's familiarity and experience with a building inventory general condition assessment contractor services.
- e) The adequate availability of and proximity of qualified, professional staff to the area and project component representation, including support personnel by others, including existing commitments during the proposed service period.
- f) The Respondent's interpretation of the proposed project, prescribed methodology to accomplish the scope of services, suggested time frame for the proposed project and cost estimate for identified work elements required to complete the project, including all costs and expenses.
- g) The Respondent's ability to complete projects similar in magnitude within an allocated time frame and budget.
- h) The Respondent's user references of projects similar in scope or application.
- i) The Respondent's overall ability to prepare a brief, concise and meaningful response in accordance with this solicitation.

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**Building Inventory**

1. City Hall – 1207 Palm Boulevard, Isle of Palms, SC 29451
2. Public Safety Building – 30 J.C. Long Boulevard, Isle of Palms, SC 29451
3. Fire Station 2 – 44 Forty-first Avenue, Isle of Palms, South Carolina 29451
4. Recreation Department – 24 Twenty-eighth Avenue, Isle of Palms, South Carolina 29451
5. Public Works Department – 1303 Palm Boulevard, Isle of Palms, South Carolina 29451
6. Front Beach Public Restrooms – 1118 Ocean Boulevard, Isle of Palms, South Carolina 29451

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**Proposal Form**

**Respondent shall complete the Proposal Form and return to the City. Failure to submit Proposal Form will result in disqualification.**

Proposal of: \_\_\_\_\_  
Name of Respondent

**PROPOSAL AGREEMENT**

\_\_\_\_\_  
Amount

I, the undersigned, have reviewed and after having examined all the solicitation documents, inclusive of the contract, and acknowledged all Addendum (s) as follows:

Addendum (s) \_\_\_\_\_

agree, if selected by the City, to execute the entire work set forth in the solicitation documents to provide the Building Inventory General Condition Assessment.

**A Cost Proposal shall be submitted on a separate attachment with the Proposal, which shall provide a detailed breakdown of cost.**

The Cost Proposal is inclusive of all costs, labor, supervision, materials, supplies, fees, delivery, taxes or any other costs, incidental or otherwise, for the Building Inventory General Condition Assessment.

**PROPOSAL HOLDING TIME AND ACCEPTANCE**

The undersigned agrees that this Proposal may not be revoked or withdrawn after the deadline set for submitting Proposals, but shall remain open for acceptance for a period of not less than sixty (60) days following the Proposal deadline date.

**ANTI-TRUST/NON-COLLUSION STATEMENT**

I, the undersigned, certify that this proposal does not violate Federal or State Antitrust Laws and I have received and read the request for proposal and understand that this proposal is subject to all conditions thereof. A signature below indicates that the Respondent herein, his agents, servants and employees, have not in any way colluded with anyone for and on behalf of the Respondent or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor favoritism in the award of the Contract herein.

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**RESPONDENT'S STATEMENT:**

The undersigned offers and agrees, if this Proposal is accepted within sixty (60) calendar days from the date of the opening, to furnish any or all items proposed at the prices as offered and to deliver such items or services to the City within a timely manner in accordance with the performance requirements of the solicitation.

**I have carefully reviewed the prices as indicated in this Proposal to the City and to the best of my belief and knowledge, they are complete and accurate including any incidental cost.**

FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

**AUTHORIZATON**

Print Name of Contractor/ Company \_\_\_\_\_

Signature \_\_\_\_\_

Printed Signature \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_





local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

2. CONTRACT PRICE. For all work under this Agreement, City agrees to pay to Contractor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

3. 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.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within forty-five (45) days of receiving the notice to proceed by City. 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.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work 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. Contractor also agrees to maintain worker’s 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.

6. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all governmental permits, fees, licenses, and inspections by governmental agencies necessary for the

Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

7. INDEMNIFICATION. 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) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. SITE INVESTIGATION. Contractor acknowledges and agrees 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.

9. 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.

10. 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: Linda Lovvorn Tucker, City Administrator  
Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor]\_\_\_\_\_:

Representative: \_\_\_\_\_  
Address: \_\_\_\_\_

11. BREACH.

A. 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.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project

and if the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the city.

12. 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.

13. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

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

15. 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. 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.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation

not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

17. 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.

*[The remainder of this page has been intentionally left blank. The signature pages follow.]*

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals,  
by and through the undersigned officers, as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
[Contractor]

\_\_\_\_\_  
(#1 as to Contractor)

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

\_\_\_\_\_  
(#2 as to Contractor)

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

The City of Isle of Palms, S.C.

\_\_\_\_\_  
(#1 as to City)

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

\_\_\_\_\_  
(#2 as to City)

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

EXHIBIT I

[Attach City's Request for Proposals 2016-05, "Building Inventory General Condition Assessment"]