

TOWN OF KIAWAH ISLAND  
INVITATION TO BID

MUNICIPAL CENTER MINOR IMPROVEMENTS

The Town of Kiawah Island requests a Proposal for services to complete minor construction improvements to the Kiawah Island Municipal Center. The scope of work and requirements are outlined in the construction drawings (Exhibit A) and bid forms (Exhibit B) are available for download on the Town website ([www.kiawahisland.org](http://www.kiawahisland.org)). Proposals must include the Bid Form and a letter of interest, and should be sent to: Town Treasurer; Town of Kiawah Island; 21 Beachwalker Dr; Kiawah Island, SC 29455.

The completed BID FORM (Exhibit B) must be received no later than noon, Monday, December 9, 2013. Any proposals received after the specified date and time will be returned to the CONTRACTOR. The envelope containing the bid documents must be clearly marked "MUNICIPAL CENTER IMPROVEMENTS". Contractors will be required to attend a pre-bid meeting on Monday, December 2, 2013 at IOAM at Town Hall (21 Beachwalker Dr).

Award of the contract for this project will be based on cost, CONTRACTOR'S EXPERIENCE, AND OTHER RELATED FACTORS. The TOWN reserves the right to reject any or all bids.

Exhibit A

Kiawah Municipal Center Minor Improvements



Sheet A & B	Scope of Work
Sheet 3E	Second Floor framing Plan (existing)
Sheet 4E	Roof framing plan (existing)
Sheet 4	Second floor renovation plan
Sheet 4A	Second floor electrical plan
Sheet 5	Second floor storage – knee wall

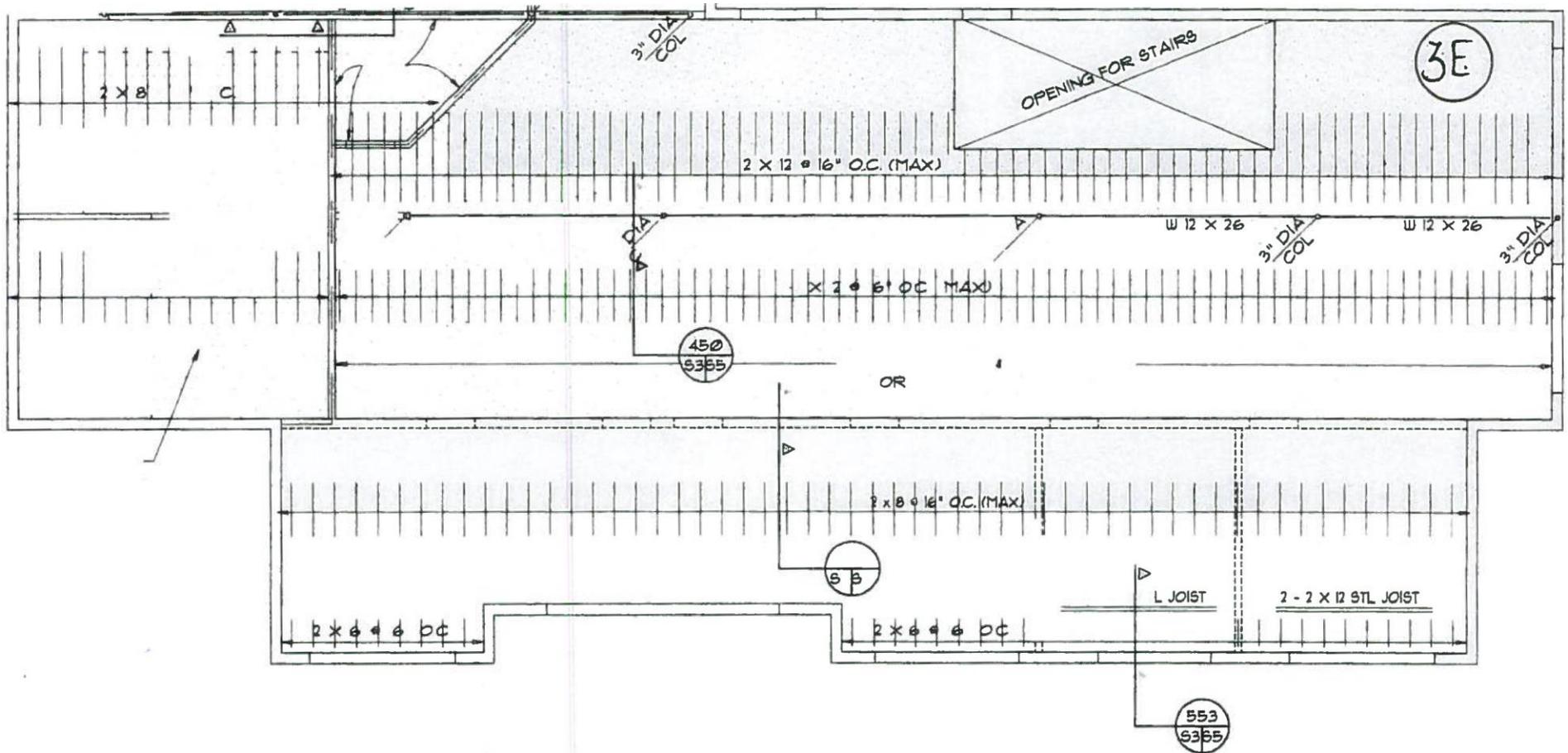
## Scope of work

Only itemized bid packages shall be accepted. Bid packages shall include labor, estimated completion date, and a list of materials to be used.

1. Demolition/Reroute
11. Second floor renovation
  - a. New electrical
  - b. New mechanical
  
1. Demolition
  1. Reroute duct work in storage area, or if abandon remove. If to be rerouted route in cavity between acoustical tile ceiling and storage area floor. Turn up at existing wall and run on existing office wall.
  2. Reroute electrical branch line in non-metallic tubing as in# 2 and turn up into existing office wall cavity.
  3. Remove stiff leg bracing.
  4. Contractor will be required to relocate items from storage area before construction.
  
11. Second floor renovation
  - A. Storage area renovation
    1. Add 1/2" AdvanTech or equivalent sub- flooring for the entire length of future storage area. Flooring shall run perpendicular to floor joists. Flooring shall be 10' in width along entire length of storage area.
    2. Erect 2x4 knee-wall 30" in height 74'2" in length. As diagramed on page 5.
    3. Install (4) 8' 2 tube fluorescent strip lighting fixtures on existing wall in storage area. Fixtures shall have protective sleeves over fluorescent tubes. Fluorescent fixtures shall be spaced evenly in storage area.
    4. Install 2- single pole switches for lighting control in storage area. Locate switch near storage entry door.
  
  - B. New Office Area
    1. In newly created office area, divide the room equality and add 2x4 wood partition wall center of old storage space. Provide sound batt insulation and apply 1/2" gypsum board to both sides, tape and finish. Contact owner for paint color.

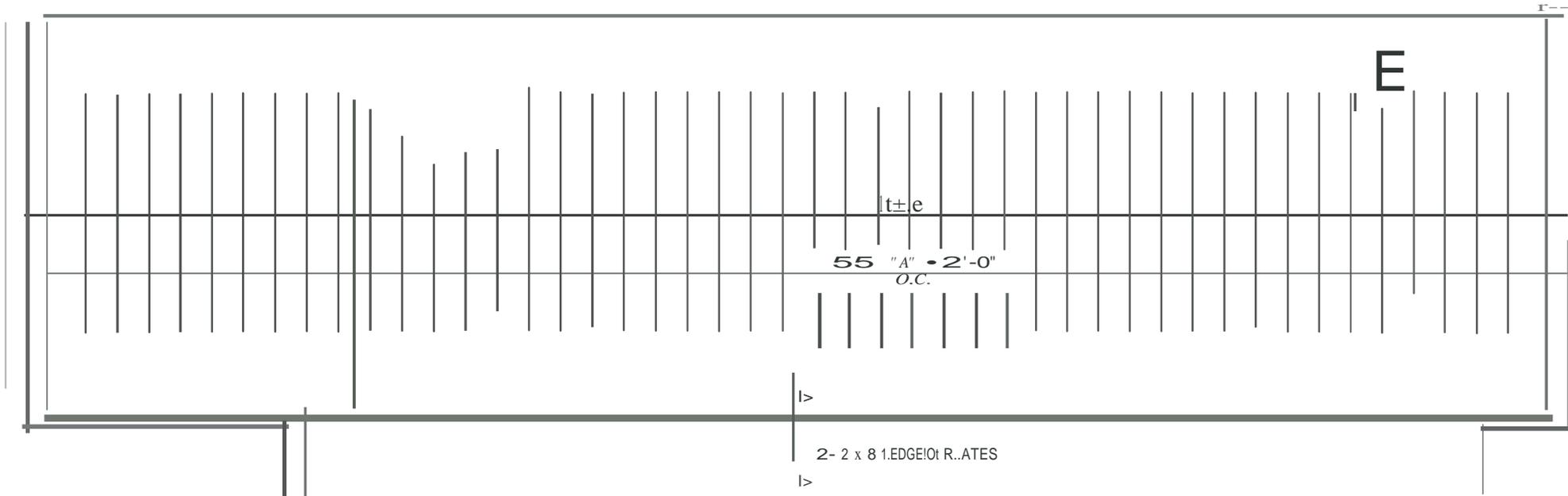
2. Install as required by code, duplex receptacles in each new office.
3. Provide single pole switch for lighting control in office with new entry door.
4. Two (2) 2x4' surface mount light fixtures centered in new offices to match existing fixtures in building' second floor.
5. Existing carpet to remain. In area of new doorways piece existing carpet if available or install thresholds.
6. Install dust proof containment to enclose server equipment, existing air conditioning equipment to be incorporated into enclosure unit, and remain operational during all construction activity. Supply and return vents to be covered during construction to prevent dust from entering system. Use plastic containment to protect office personnel and equipment located within the area of construction throughout the project.
7. New return shall be added in server room (new office), and a new supply shall be added in the other new office area. Sizing to be determined by HVAC contractor.
8. Add new doorways as shown on plans. One for office entry the other for access to storage area. Door assembly's shall be the same type, size, and include the same hardware as existing office doorways.
9. Install telephone and Cat-S jack in one office with wiring. Town will have both connected after construction is completed.

**\*\*All work shall be completed in a workmanlike manner. All equipment and devices shall be commercial grade only.**



# STORAGE/ATTIC FRAMING: PLAN

SCALE 3/110" 1'-1/2"



2-2

RIDGE AND FRAMING  
 TO VALLEY SHALL BE  
 2 X 8 @ 16" O.C.  
 EXTEND DECK AS  
 REQUIRED TO RECEIVE  
 ROOF FRAMING

1-1  
 X  
 "

DOUBLE JOIST -  
 BUILD OUT  
 WALL, OF OF  
 DOUBLE 2 X 8

1-1  
 X  
 "

2 X 8 JOIST  
 EXTENSIONS

TC  
 2  
 e;  
 Rc

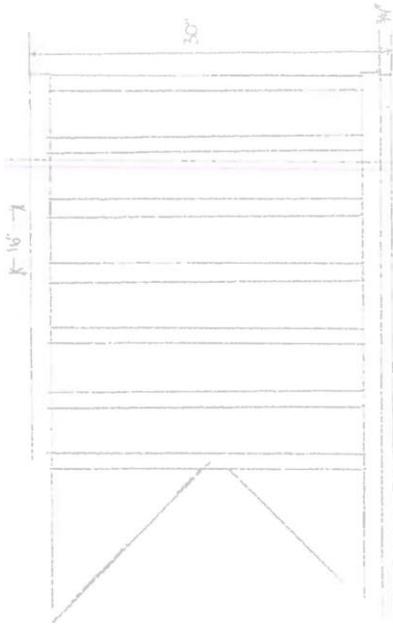
# ROOF FRAMING PLAN

SCALE 3/8" = 1'-0"





1 3/4" TUBS AND GROUT FLOORING. INSTALL PERPENDICULAR TO EXISTING JOISTS. FLOORING SHOULD BE INSTALLED FULL LENGTH & 1/8" WIDE. FLOORING SHALL BE 1/2" HIGH SPUNK NAILS SPACED @ 6" ON CENTER & 1/2" INTERSPACED.



20" INSUL WALL - CONTRACTOR TO VERIFY LENGTH WITH OWNER DURING PRE-PIED MEETING. STUDS SPACING 16" O.C. CHAIRS/RODS P-13 INSULATION 2 1/2" TYPE X EXPOSURE BOARDS WALL COMPOSITE EXISTING WALL TO BE CONCRETE W/ TYPE 3 CAPSULE BEAMS



3 700 BOVY OFFICE INSTALL 5'-0" DOOR 25% CONSTRUCTION PARTITION WALL TO CEILING HEIGHT. STOPS 1/2" O.C. ASL DOOR HEADERS. DOOR IS NOT FIRE RATED.

## General Terms And Conditions

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### 1. General Information

There is no expressed or implied obligation for the Town of Kiawah Island, South Carolina to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process the Town of Kiawah Island reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow correction of errors or omissions.

Unless otherwise modified by the Town of Kiawah Island with an Addendum, the terms and conditions in this RFP shall prevail. The Town of Kiawah Island reserves the right to reject, in whole or part, any proposal that does not comply with such terms and conditions.

The Town of Kiawah Island reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the Town of Kiawah Island and the firm selected.

### 2. Submissions And Withdrawal Of Proposals

Proposals are to be submitted in sealed envelopes, marked and addressed as directed in this RFP. Proposals submitted by fax will not be accepted for consideration.

Offerors mailing proposals should allow sufficient mail delivery period to insure timely receipt of their proposals by the Town of Kiawah Island. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified.

If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change.

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

### 3. Preparation Of Proposal

- A. All proposals should be complete and carefully worded and must convey **all** of the information requested by the Town of Kiawah Island. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- B. Proposals should be prepared in a way that all data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the Town's internal use. The Town reserves the right to reproduce proposals for internal use in the evaluation process.
- C. All proposals shall provide a concise description of Offeror's ability to satisfy the requirements of the RFP.
- D. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- E. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the Town.
- F. Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.
- G. Submittals shall be typewritten or computer generated. It shall include, but not limited to, addresses of all firms that would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- H. The Town prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, any one proposal submitted in response to this RFP by more than one business entity will be deemed a proposal for a joint venture between or among the companies so submitting **unless** the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability,

individual or collective, to the Town. This provision may be waived if a solution is agreed upon whereby the Town will have a single source for contract complaints, problem resolution and responsibility.

**4. Gratuities And Kickbacks**

- A. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- B. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Violation of this clause may result in contract termination.

**5. Addenda/Changes**

Any additions, deletions, modifications, or changes made to this RFP shall be processed through the Town's Treasurer. Any deviations from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP.

Requests for interpretation of this RFP and any questions concerning the RFP shall be made in writing, and addressed to the **Town of Kiawah Island Procurement, 21 Beachwalker Drive, Kiawah Island, SC 29455. Questions may be transmitted by fax, but it is the responsibility of the sender to confirm receipt by the Town.**

Responses to said requests shall be made at the discretion of the Town Treasurer and Town Administrator. When issued, such interpretations and answers to such questions will be in the form of an addendum to the RFP that will be transmitted to each firm to which these RFP documents have been issued. All such addenda shall become part of the RFP and each Offeror shall be bound by such addenda whether or not received by the Offeror.

**6. Public Access To Procurement Information**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP that is deemed privileged and confidential by the Offeror will not be disclosed. Such privileged and confidential information includes information that if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "**CONFIDENTIAL**" each specific part or their proposal that such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "**EXEMPT FROM FREEDOM OF INFORMATION ACT**" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such exemption. *Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the Town pursuant to applicable law.* The Town of Kiawah Island hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act; for any information that is disclosed as a result of Offeror's failure to mark it as "**CONFIDENTIAL**"; and for any results of independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

**7. Ownership Of Documents**

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

**8. Selection Process**

- A. A selection committee will review and analyze all submittals in order to rate the firms. The selection shall be made in order of preference, based on the criteria included in this RFP.
  
- B. The Town of Kiawah Island may request oral presentations or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Offerors are cautioned that this provision is not mandatory; therefore, all proposal

## EXHIBITB

sections, both cost and technical, should be complete and concise and reflect the most favorable terms available from the offeror.

**if the Town determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the Kiawah Island Municipal Center, 21 Beachwalker Drive, Kiawah Island, SC, 29455. The cost of such presentations shall be borne solely by the Offeror.**

- C. Any or all submittals may be rejected in whole or in part as may be specified in this RFP, when it is in the best interest of the Town.
- D. During the review process, the Town may request additional financial information from all Offerors.

### **9. Award**

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Town of Kiawah Island, taking into consideration the evaluation factors set forth in this RFP.

### **10. Notice Of Award Of Contract**

- A. A written Notice of Award of Contract will notify the successful offeror of acceptance of its proposal. The successful offeror shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful offeror prior to issuance of the Notice to Proceed.
- B. The successful offeror shall be required to execute a formal contract before work can proceed.

### **11. Notice To Proceed**

A Notice to Proceed will be issued only after the successful offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds, if applicable, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

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### 12. State And Local Taxes

- A. **Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.**
- B. Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of contractor's failure to pay any tax of any type due in connection with this Agreement.

### 13. Permits And Licenses

- A. Permits shall be acquired and paid for by the successful offeror (i.e. said cost should be included in the proposal price).
- B. If required prior to execution of a contract, the successful offeror will be required to provide a copy of its current applicable contractor's license issued by the State of South Carolina and the County of Charleston on all proposals, including those subcontractors subject to licensing which may be required on the proposal form.
- C. Both offerors and subcontractors are responsible at all times for obtaining applicable licenses to include but not limited to appropriate **business licenses**. Contractor's license number, person's name, business name, driver's license number, and Tax ID number must be shown on all required licenses.

### 14. Offeror Representations

By submitting a proposal, each offeror represents that:

- A. The offeror has read and understands this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- B. The offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with requirements of the proposal.
- C. The proposal is based on the terms, materials, systems and equipment required by this RFP, without variance.

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- D. The offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful offeror's best skill and attention.
- E. The offeror has fully acquainted itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP.

The failure or omission of the offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the offeror or to any contract arising out of this RFP.

### 15. Material And Workmanship

- A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the RFP and provided by the successful offeror are to be new or in good condition and of the most suitable grade for the purpose intended. The Town of Kiawah shall inspect and approve all equipment prior to use. When requested, the successful offeror shall furnish to the Town for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the successful offeror contemplates incorporating in the work. Machinery, equipment, material and supplies installed and used without the required prior approval shall be at risk of subsequent rejection.
- B. By signing its proposal, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use best skill and attention to provide the above described work in a professional, timely manner.
- C. The Town may, in writing, require that the successful offeror remove from the work any employee the Town deems incompetent, careless or otherwise objectionable.

### 16. Independent Contractors

Offeror is an independent contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever.

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### 17. **Subcontractors**

- A. If any subcontractors will be used for this project, the successful offeror shall provide the Town a list of names of any of the intended subcontractors, the subcontractor's license number(s), and a description of the work to be done by each subcontractor, if requested. Subcontractors are required to be fully licensed.
- B. The successful offeror shall not substitute other subcontractors without the written consent of the Town.
- C. The successful offeror shall be responsible for all services performed by a subcontractor as though they had been performed by the successful offeror. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.
- D. If at any time the Town determines that any subcontractor is incompetent or undesirable, the Town shall notify the successful offeror accordingly, and the successful offeror shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the Town of Kiawah Island.
- F. It shall be the successful offeror's responsibility to ensure that all terms required in any resulting contract from this RFP is incorporated into all subcontracts.

### 18. **Other Contracts**

The Town of Kiawah Island may undertake or award other contracts for additional work, and may elect to complete portions of the work included in this proposal using its own forces or through other contracts, and the successful offeror shall fully cooperate with such other work contractors and Town of Kiawah Island employees and carefully fit its own work to such work as may be directed by the Town. The successful offeror shall not commit or permit any act by its forces or subcontractors that will interfere with the performance of work by any other contractor or by Town of Kiawah Island employees.

**19. Insurance Requirements**

The successful offeror, at his own expense, shall keep in force and at all times maintain during the term of any contract resulting from this RFP the insurance requirements outlined in this RFP.

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

**20. Indemnification**

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a casual relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity

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obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

### **21. Suspension Of Work**

The Town may order the successful offeror in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the Town of Kiawah Island, or for noncompliance with the contract requirements.

### **22. Termination For Convenience Of The Town of Kiawah Island**

The Town of Kiawah Island by written notice may terminate any contract resulting from this RFP, in whole or in part, when it is in the best interest of the Town of Kiawah Island, or for noncompliance with the contract requirements.

### **23. Contractor Use Of Site And Premises**

- A. Successful offeror shall cooperate with and accommodate related work performed by the Town, or any work performed under separate contract by another contractor or subcontractor, on site during the contract period. It shall be the successful offeror's responsibility to coordinate its work on site.
- B. All work shall be coordinated through the Town's authorized representative.

### **24. Non-Discrimination**

The contractor shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

### **25. Drug-Free Workplace**

Contractor shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1796, as amended).

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### **26. Compliance With Legal Requirements**

All applicable Federal, State and Local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of General and Mechanical Contractors) shall be binding upon the successful offeror throughout the pendency of this project. The successful offeror shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance.

### **27. Incorporation By Reference**

The contents of this RFP, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this project.

### **28. Rejection Of Proposals**

The Town of Kiawah Island reserves the right without prejudice to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Town.

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms, delivery, quantity or compliance with specifications.