



TOWN OF KIAWAH ISLAND

REQUEST FOR PROPOSAL

Landscape Installation Services
Kiawah Island Parkway Project

The Town of Kiawah Island is soliciting proposals from interested, qualified landscape contractors to install proposed landscape improvements within the right-of-way along the Kiawah Island Parkway. The scope of landscape improvements includes approximately 2.4 miles of landscaping along the Kiawah Island Parkway that originates and includes the traffic circle near Freshfields and terminates at the security gate at Beachwalker Drive. These landscape improvements will be installed upon the completion of roadway and drainage improvements made along the Parkway.

The scope of this project includes four (4) areas along the Parkway. This project will be constructed in one phase; however bidders shall divide their bids to reflect the scope of work for each of the four (4) areas.

Copies of the Contract Documents may be obtained or ordered at:

www.kiawahisland.org/request-for-proposal-for-landscape-installation-services/

A pre-bid meeting is not required for this project.
However, **bidders are encouraged to visit the site.**

Questions should be directed in writing to Outdoor Spatial Design, LLC and emailed to george@osdla.com

Questions shall be submitted no later than April 15, 2020.

Answers to all questions and any addendums will be available by 4pm on April 16, 2020 at www.kiawahisland.org/request-for-proposal-for-landscape-installation-services/

Bidders shall use complete sets of Bidding Documents in preparing bids; neither the Owner nor Owner's Representative assumes responsibility for errors of misinterpretations resulting from the use of incomplete sets of Bidding Documents.

All contractors are hereby notified that they must have proper license and insurance as required under the Town of Kiawah and state laws governing their respective trades. The consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work.

The selected consultant must have a current Town of Kiawah Island Business License prior to conducting any work for the Town.

The consultant shall perform the work using the standards of care, skill, and diligence customarily provided by a professional in the performance of such series in respect to similar work and shall comply with all applicable codes and standards.



Town Responsibilities. In the development and implementation of this project, the Town will assume the following responsibilities:

- a. Provide a project manager.
- b. Provide available background information on the Parkway.
- c. Provide timely reviews of consultant’s technical reports or other submittals.

PROPOSAL CONTENTS

Please submit the completed proposal including the “SUBMITTAL FORM” pages **no later than 5:00 pm on April 21, 2020**, to Petra Reynolds, Town Clerk at preynolds@kiawahisland.org.

All submittals must be identified as follows: **"Landscape Installation Services – Kiawah Island Parkway Project."**

All proposers shall complete the "Submittal Form" page(s) and submit all information requested herein in the proposal document in its entirety, for the proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

The Town of Kiawah reserves the right to reject any or all proposals and to waive irregularities in any document and to accept the proposal they deem in the best interest of the Town of Kiawah Island.

PROPOSAL EVALUATION AND SELECTION

1. **Review.** Proposals will be reviewed and evaluated by the Town of Kiawah Island Parkway Landscape Selection Committee. Each proposal will be evaluated on content quality and completeness, as described in the preceding section. Interviews may be conducted with the top-ranking firms or individuals if the Town deems it necessary.
2. **Evaluation Criteria.** Each proposal will be judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation will be as follows:

Criteria		Max Score
A.	Project understanding and work on comparable projects	25
B.	Firms or individuals' capabilities and resources	25
C.	Primary staff and proposed time commitments	20
D.	Project calendar	15
E.	References	15
Total:		100

3. **Town Reservation.** The Town reserves the right to waive irregularities or discrepancies in a proposal if the Town determines that the waiver is in the best interest of the Town.
4. **Addenda to the RFP.** The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by offerors raise issues that require clarification by the Town, or the Town decides to revise any part of this RFP, addenda will be provided to all person known to the contact person who have received or will subsequently receive the RFP.
5. **Contract Term.** It is anticipated the consultant will define the time necessary to complete the contract, but in no case shall the project extend beyond March 2021.
6. **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.
7. **Independent Contractor.** The offeror is an independent contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever.

- 8. 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. (See Submittal Forms)

The successful offeror shall provide an 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).

OFFEROR'S CHECKLIST

NOTE: These items are the criteria on which your proposal will be evaluated.

Please make sure that the following items are included with your submittal:

- Submittal Form (**Required**)
- Non-Collusion Oath (**Required**)
- Documentation of Insurance Coverage (**Required**)
- Copy of Business License (If applicable)
- Minority/Women-Owned Business Certification (Preferred but not required)

NOTE: IN ADDITION TO THE ABOVE, THE FOLLOWING ITEMS MUST ALSO BE INCLUDED OR ADDRESSED IN YOUR SUBMITTAL:

- Organization Information (**Required**)
- Personnel List (i.e., names of persons to be used in this engagement) (**Required**)
- References (**Required**)
- Project timeline (**Required**)
- Pricing Spreadsheet (**Required**)

You do not have to submit the Offeror's Checklist. This list is included for your convenience. However, all required information must be provided.

Failure to submit the required items may deem your submittal to be non-responsive.

DATE: _____, 2020

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The offeror understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL AND TIMELINE:

Provide a list of personnel that will be committed to this engagement and their job function. Include a timeline for project completion.

II. EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

II. **EXPERIENCE (Continued):**

2. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

3. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

4. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

5. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

III. UNIT PRICING:

Download, complete, and submit the pricing spreadsheet as part of your submittal. The spreadsheet can be downloaded here:

www.kiawahisland.org/request-for-proposal-for-landscape-installation-services/

IV. TOTAL COST:

In Compliance with Request for Proposals, the undersigned hereby proposes to provide all services, materials, equipment, and labor, except as otherwise noted, for the following:

<i>Area 1</i>	<i>Area 2</i>	<i>Area 3</i>	<i>Area 4</i>
\$	\$	\$	\$

NAME OF COMPANY: _____

By: _____
Signature
Print Name

Title: _____ (i.e., Owner, Partner, Corporate Officer, etc.)

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Business Fax Number: _____

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: _____

BUSINESS LICENSE:

The Offeror is not required to have a valid business licenses to submit a Proposal. However, the offeror must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

___ Yes ___ No If yes, list the number _____

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

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

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.

The successful offeror shall provide an 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).

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 causal 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 any defense, settlement, or 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 a notice, the 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 obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ____ Yes ____ No

If so, are you certified? ____ Yes ____ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: _____

STATE OF: _____

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

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2020

Authorized Signature for Offeror

Please print Offeror's name and address:

PRINT NAME: _____

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____