

REQUEST FOR PROPOSALS
RFP No. WWRFP-2020-01
Sanitary Sewer Repair/Maintenance Services

JAMES ISLAND PUBLIC SERVICE District

1739 Signal Point Road
Charleston, SC 29412
Phone (843) 795-9060 / Fax (843) 762-5240

Request for Proposal

DATE: 4/28/2020

SOLICITATION NUMBER: WWRFP-2020-01

RETURN DATE/TIME:

LOCATION: 1739 Signal Point Road
Charleston, SC 29412

DIRECT ALL INQUIRES TO: David J Hoffman, Jr., Director Wastewater Services
Email: hoffmand@jipsd.org or Fax: 843.762.5252

Note(s) to Offeror's:

This solicitation does not commit the James Island Public Service District (the "JIPSD") to award a contract, to pay any cost incurred in the preparation of applications submitted, or to procure or contract for the services.

All proposals must be submitted under sealed cover then *mailed*, or *hand delivered* to:

James Island Public Service District
Attn: David J Hoffman, Jr. Director Wastewater Services
PO Box 12140 / 1739 Signal Point Road
Charleston, SC 29422

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

If the Offeror chooses not to respond to this solicitation, you are encouraged to return the "No Bid" Response Form attached hereto.

If you plan to submit a response to this solicitation, after downloading, you must send an email to David Hoffman at hoffmand@jipsd.org so that your company can be added to the mail-list to receive any future amendments. Include the solicitation number, company name, phone number, fax number and email address.

1. **DEFINITIONS**

"Services Agreement" "Agreement" "Contract" means the contract or JIPSD Purchase Order that will be issued between the JIPSD and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror's response and acceptance by the JIPSD.

"JIPSD" "Owner" means James Island Public Service District.

"Contractor" means the person(s) firm(s) or corporation(s) appointed by the JIPSD to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Offeror" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services.

"Offeror" means responder to this Request for Proposals.

"Proposal" means the submission by the Offeror.

"Request for Proposals" (RFP) shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

"Services Works" means and includes the provision by the successful Offeror of all services, work, duties and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

2. **PROJECT DISCRIPTION**

The James Island Public Service District (JIPSD) requests proposals from qualified experienced Contractors for Sanitary Sewer Repair/Maintenance Services on an "as needed and when requested" basis. The initial term is for a period of one **(1) year** and may be renewed for additional terms, subject to mutual agreement of price and service, to a maximum of five **(5) years**.

2.1. Prices

All Prices shall remain **FIRM** for the supply and service period and shall include the provision of all tools, materials, equipment, labor, transportation, supervision, management, overhead, materials, traffic control, services, bonding costs, all licenses, permits, inspections and all other things necessary for the commencement, performance and completion of services as described.

2.2. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

- Completion of the Proposal Submission Form provided
- Unit costs/ force account rates
- Adherence to Specifications
- References
- Proposed lead time for mobilization of forces
- Offeror's qualifications, experience, and demonstrated performance

2.3. Equipment, Materials and Workmanship

Offerors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work.

All equipment, materials and labor offered and utilized, and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to works of this nature. All necessary federal, state and local permits and licenses required for safe completion of the work shall be obtained and kept available at the work site for inspection.

Equipment offered and utilized must be in good mechanical repair and not require excessive maintenance, repair or create excessive down time that jeopardizes the Contractors ability to complete the work.

2.4. One Year Guarantee

The successful Offeror shall guarantee to maintain the work and materials against any defects arising from faulty installation, faulty materials supplied under the contract, or faulty workmanship, which may appear within one (1) year from the date of acceptance of the work by the JIPSD. Faulty materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the JIPSD on-site within 24 hours of notification. This shall be at no cost to the JIPSD

2.5. Irrevocability & Acceptance of Proposals

The JIPSD requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The JIPSD reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favorable in the interest of the JIPSD. The JIPSD will be under no obligation to proceed further with any submitted Proposal and should the JIPSD decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions

or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the JIPSD.

Should your Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents will be utilized to document the agreement fully and completely.

2.6. Subletting

If awarded, the Offeror will not, without the written consent of the JIPSD, assign, sublet or transfer any subsequent contract or any part thereof.

2.7. Bylaws, Permits

All work is to be performed in accordance with all JIPSD, State, and Federal laws, bylaws, codes and safety regulations. The Contractor is to obtain and pay for all necessary permits, inspection fee, licenses, etc.

2.8. Payment

Payment by the JIPSD shall be made within thirty (30) days after receipt by the JIPSD's Finance offices of properly prepared invoices and acceptance by the JIPSD of the completed work.

2.9 Contractor License

Person(s) must be licensed in the state of South Carolina and have a Public Works certification on their general contractor's license.

3. AWARD OF CONTRACT

3.1. Notification of Award

The JIPSD will notify the successful Offeror ("Contractor") in writing of its decision to award the project.

3.2. Safety Requirements

The Contractor shall strictly comply with the current Safety regulations and the safety policies/procedures of the JIPSD. Other applicable federal, state and local regulations and policies concerning the health and safety of workers and general public shall also be followed. See Appendix A for the Contractor Safety Program.

3.3. Indemnity

The Contractor shall indemnify and hold harmless the JIPSD from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him and/or the JIPSD, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

3.4. Insurance Requirements

The successful Offeror shall submit, upon award by the JIPSD, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force. See Appendix B for insurance requirements.

3.5. Proof of Insurance

Prior to the work commencing, the Contractor shall provide proof of the required insurance coverage by delivering a completed Certificate of Insurance to the JIPSD.

3.6. Clean Up

At the end of each day and conclusion of work, the Contractor shall clean out all rubbish and debris, promptly remove any equipment or material, and leave the worksite in a clean and tidy condition.

3.7. Operations and Coordination of the Services

The Contractor agrees to coordinate the execution of the contract with the JIPSD such that disruption of the work of all involved is minimized.

3.8. Default

The JIPSD reserves the right at its sole discretion, to immediately terminate, in whole or in part, the purchase order contract if the Contractor:

- Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the JIPSD.
- Fails to meet the JIPSD's standard of expected and agreed level of service and performance.

4. PROPOSAL SUBMISSION

Offerors are required to complete and submit the information following the format found on the Proposal Submission Form (Appendix C).

5. EXAMINATION OF PROPOSAL DOCUMENTS

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the JIPSD. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the JIPSD, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

6. GENERAL INFORMATION

The Contractor, for emergency calls, must have or have available facilities, equipment, and personnel on a twenty-four-hour, 365-day basis. Additionally, Contractor must be able to respond to emergency requests within two (2) hours of the request, unless otherwise directed by the JIPSD.

6.1. Accident Prevention

Precaution shall always be exercised for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

6.2. Confined Space

Certain aspects of work performed under this contract may involve the entry into manholes, tanks, trenches, etc. which are defined as confined spaces by the OSHA requirements which are detailed in the Combined Federal Register 1910.146. The contractor is advised to become familiar with all aspects and requirements of this OSHA policy in order for the contractor to protect his employees and all others involved from the dangers that maybe associated with the limited access and hazardous atmospheres that may exists in these confined spaces. It is the contractor's responsibility to become familiar with and institute the various permitting, sampling and other associated safety requirements for confined space entry.

6.3 Miscellaneous

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act.

The JIPSD will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the JIPSD wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

7. SCOPE OF SERVICES

The JIPSD's system consists of 131 miles of gravity sewer, 31 miles of force mains, 67 pump stations and 3,273 manholes. The Services are to be provided on an "as needed and when requested" basis and include, but is not limited to, the repairs/maintenance of sanitary sewer service laterals, force mains and gravity mains. This will include the repair of pump station piping and valves. Installation of new and capping of old sewer services laterals. Repair, core, and replacement of manholes. Traffic control will be the responsibility of the contractor. **Hand tools will not be billed for but considered as part of the cost of doing business.** Pavement repair is considered part of the process to making repairs and will be coordinated with the JIPSD. Services are to include provision of all labor, equipment, tools and materials necessary to complete the work. If necessary, the JIPSD can supply repairs materials for emergencies or at its discretion. Unless indicated otherwise, all services provided shall be accordance with the conditions and specifications of the current version of the JIPSD's Design and Construction Specifications at the time requested. The current Design and Construction Specification can be found on our website www.jipsd.org. **A written quote will be required for all non-emergency repairs of work requested.**

8. MATERIALS

The contractor will be reimbursed for material cost. An invoice showing cost of materials with a bill of sale attached must be supplied.

APPENDIX A Contractor Safety

This document informs interested persons, including employees, that our facility has developed a procedure to transmit safety information both from the JIPSD to contractors and their workers and from contractors and their workers to the JIPSD. Common sense and safety concerns encourage standardization of these communications. These procedures standardize information transfer to make sure that all concerned have the information they need to work safely.

Purpose

A written Contractor Safety policy establishes guidelines to be followed for contractors working at the JIPSD. The rules established:

- Provide a safe working environment.
- Govern facility relationships with outside contractors.
- Ensure that contractor employees and our employees are trained to protect themselves from all potential and existing hazards.

The effectiveness of the Contractor Safety program depends upon the active support and involvement of all employees. This plan is intended to implement a program to ensure that all contractor work practices are carried out safely to minimize the possibility of injury or harm to the contractors' employees or our own employees. It is

intended to serve as an additional tool in safeguarding the health and safety of employees.

The Contractor Safety policy establishes uniform requirements designed to ensure that contractor safety orientation, coordination, and safety administration practices are communicated to and understood by employees.

This document is provided to ensure all JIPSD safety plans, policies and procedures are communicated to all participating contractors. It also provides an avenue for contractors to communicate their safety plans, policies and procedures to the JIPSD. This program aims to prevent personal injuries and illnesses.

Administrative Duties

The Safety Director is responsible for developing and maintaining the program. In addition, the Safety Director and the respective Department Head are responsible for maintaining any records related to the Contractor Safety program.

Explanation of Responsibilities

1. JIPSD Responsibilities

The JIPSD has specific safety responsibilities when hiring contractors to come onto the worksite, onto the grounds, or into the buildings or facilities to perform work. JIPSD responsibilities when hiring contractors include the following listed steps. The JIPSD will:

1. Take steps to protect contract workers who perform work on or near a potentially hazardous process.
2. Obtain and evaluate information regarding the contract employer's safety performance and programs.
3. Inform the contractor of known potential fire, explosion, or toxic release hazards related to the contractor's work and the process.
4. Explain the applicable provisions of the emergency action plan to the contractor, and require that the contractor disperse that information to all workers who will work at this site.
5. Develop and implement safe work practice procedures to control contract employee entry into hazardous work areas.
6. Maintain a contractor employee injury and illness log.

7. Periodically evaluate the contract employer's fulfillment of his or her responsibilities under this policy.

2. Contractor Responsibilities

Contract employees must perform their work safely. Considering that contractors often perform very specialized and potentially hazardous tasks, such as confined space entry activities and non-routine repair activities, their work must be controlled. Contractor responsibilities when accepting contracts with the JIPSD include the following listed steps. The contract employer shall:

1. Assure that the contract employee is trained in the work practices necessary to safely perform his or her job.
2. Instruct the contract employee in the potential fire, explosion, or toxic release hazards related to his or her job and the process.
3. Assure that the contract employee knows the applicable provisions of the emergency action plan.
4. Document contract employee training.
5. Inform contract employees of and then enforce safety rules of the facility, particularly those implemented to control the hazards of the contracted process during operations.
6. Require that all subcontractors abide by the same rules to which the contractor is bound by this section.
7. Abide by the facility smoking rules. Smoking is prohibited within all buildings and in certain areas surrounding some facilities.
8. Therefore, permission must be requested before the contractor's employees are allowed to smoke in any area.

Guidelines for Contractor Safety

The following listed steps are the standard procedures for evaluating and choosing contractors who will work on-site at this company.

Obtain and evaluate information regarding a contractor employer's safety performance and programs when selecting a contractor to perform any type of contract work that might bring them into contact with any hazardous chemical or process on the premises of the JIPSD.

To determine the past safety performance, the group or individual selecting the contractor should consider the contractor's:

- ❑ Employee injury records such as Experience Modification Rate (EMOD) for Workers' C Compensation for the past three years and the contractor's past safety record in performing jobs of a similar nature.
- ❑ OSHA 300A, which includes the injury and illness rates (number of lost-time accident cases, number of recordable cases, number of restricted workday cases, number of fatalities) for the past three years.
- ❑ Incidence rates for lost-time accidents and recordables for the past three years.
- ❑ Written safety program and training system.

For contractors whose safety performance on the job is not known, obtain information on injury and illness rates and experience and obtain contractor references.

Contractor work methods and experience should be evaluated. Ensure that for the job in question the contractor and its employees have the appropriate:

- ❑ Job skills.
- ❑ Equipment.
- ❑ Knowledge, experience, and expertise.
- ❑ Any permits, licenses, certifications, or skilled tradespeople necessary to be capable of performing the work in question.

The contractor must be willing and able to provide a current certificate of insurance for Workers' Compensation and general liability coverage with the contracting company.

Each contractor must be responsible for ensuring that its employees comply with all applicable local, state, and federal safety requirements, as well as with any safety rules and regulations set forth by the JIPSD, at which it is performing the contracted work.

Possible ways to determine past compliance with such safety regulations include:

- ❑ Requesting copies of any citations for violations occurring within the last three years, to determine the frequency and type of safety laws violated.

- Having all bidders on jobs describe in detail in writing any safety programs in place at the contractor, infractions, accidents, and Workers' Compensation claims within the last three years. This information will provide James Island Public Service JIPSD with a solid background on that contractor's safety performance and adherence to safety rules and regulations.

Guidelines for Information Exchange

Before contract work begins, the JIPSD shall:

1. Designate a representative to coordinate and communicate all safety and health issues with the contractor. The designated representative will have a copy of the work document, be thoroughly familiar with its contents, and with the safety and health aspects of the work, or know who to call to obtain this information. The designated representative is responsible for ensuring that all JIPSD responsibilities listed below are carried out.
2. Provide a copy of the facility's written safety policies and procedures to the contractor.
3. Inform the contractor of any emergency signals and procedures that may be put into operation in areas where the contractor's employees are working. The contractor should be given the telephone numbers of the nearest hospital, ambulance service, and fire department.
4. Conduct an inspection of the proposed worksite area before the prestart-up meeting so any known information about on-site hazards, particularly non-obvious hazards, are documented and thoroughly communicated to the contractor.
5. Work directly with the contractor's designated representative, with whom all contacts should be made.
6. Conduct a pre-job briefing (walk-through) with the contractor's designated representative and a supervisor from each of the areas of the JIPSD involved in the contractor's work.
7. Review all contract requirements related to safety and health with the contractor's designated representative, including, but not limited to, rules and procedures, personal protective equipment (PPE), and special work permits or specialized work procedures. Advise the contractor that the facility safety and health policies must be followed. A copy of the facility's safety plans must be furnished to the contractor.
8. Inform contractor's designated representative of the required response to employee alarms and furnish the contractor with a demonstration or explanation of the alarms.

9. Communicate thoroughly with the contractor's designated representative any safety and health hazards (particularly non-obvious hazards and hazard communication issues) known to be associated with the work, including those in areas adjacent to the worksite. Tell them it is the contractor's responsibility to convey this information to its employees.

10. Review preparation of worksite before contractor begins initial work.

11. Identify connect-points for all services, such as steam, gas, water, electricity, etc. Define any limitations of use of such services.

12. Ensure that all affected employees at the JIPSD receive training on all hazards to which they will be introduced by a contractor.

During the contract work, the JIPSD shall:

1. Limit, as necessary, the entry of JIPSD employees into contractor work areas.

2. Monitor the contractor's compliance with the contract throughout the duration of the work. When checking contractor work during the project, note any negligent or unlawful act or condition in violation of safety standards or requirements. Any items noted should be brought immediately to the attention of the contractor's designated representative in writing, with a copy of the notice being sent to the contractor's home office concurrently. However, if an unsafe act or a condition is noted that creates an imminent danger of serious injury, immediate steps should be taken with the contractor's designated representative, or in his or her absence, the contractor's employees to stop the unsafe act or condition. Do not allow work that is in violation of a regulation to continue.

3. Document all discussions, including place, time, and names of contractor employees in attendance.

4. Approve the contractor beginning work each day, unless it is routine service or maintenance work or periodic outdoor service or maintenance work.

5. Work for which the JIPSD has developed specific and generally applicable procedures, make sure contractors and their subcontractors follow the same procedures.

6. Do not allow loaning of tools and equipment to outside contractors and their subcontractors. The contractor is required to provide the necessary tools and equipment.

7. Contact the nearest medical facilities, when available, in emergency situations where severity of the injury dictates immediate attention.

8. Obtain a copy of each OSHA recordable injury report from the contractor and subcontractor. Investigate and report to the Safety Director and JIPSD Manager all personal injuries to contractor and subcontractor employees.

9. Investigate and report any property losses. Maintain a contractor accident report file. After conclusion of the contract work, the Department Head and the Safety Director completes a post-project assessment of the contractor's safety performance for the JIPSD Manager to be used for future reference, with a recommendation on whether or not to re-hire the contractor.

1. Contractor Guidelines for Information Exchange

Before the contract work begins, the contractor must:

1. Designate a representative to coordinate all safety and health issues and communicate with the JIPSD's designated representative.

2. Provide documentation of any necessary safety training, as described in the Training Requirements section of this policy, to the JIPSDs designated representative.

3. Sign a confidentiality statement to protect the JIPSD's proprietary data.

4. Provide information to the designated representative on the safety and health hazards that may arise during the course of the contractor's work at the JIPSD and the means necessary to avoid danger from those hazards, including Hazard Communication and all other potential hazards.

5. Obtain from the JIPSD any safety rules and regulations in effect at the JIPSD or potential hazards present that may affect the contractor's work.

6. Be certain to be informed of any emergency signals and procedures that may be put into operation in areas where the contractor's employees are working. The contractor should be certain to have the telephone numbers of the nearest hospital, ambulance service, and fire department.

7. Advise and train its employees on hazards associated with the work to be performed, including any Hazard Communication or other hazard information provided the contractor by the JIPSDs designated representative.

8. Keep the designated representative of the JIPSD fully informed of any work which may affect the safety of JIPSD employees or property. This includes complying with the state and federal Right-to-Know legislation and providing the designated representative appropriate safety data sheets (SDSs) or other required information about chemicals the contractor will bring onto the site.

9. Know who to call and what to do in emergencies, including where first aid and medical services are located and train employees on this.

During the contract work, the contractor shall:

1. Always have a designated site safety coordinator present and attentive to the work being carried out that the contractors and/or subcontractors are working at the facility site.

2. Ensure that all subcontractors are abiding by the terms of this plan.

3. Establish necessary safe practices to permit work under operating conditions without endangering the JIPSD's associates and property. This includes but is not limited to barricading, sign-posting, and fire watches.

4. Make sure that any equipment, chemicals, or procedures used by the contractor to perform contracted work meet all OSHA requirements.

5. Be held responsible and accountable for any losses or damages suffered by the JIPSD and/or its employees as a result of contractor negligence.

6. Provide its employees with medical care and first-aid treatment.

7. Use only the building entrance designated and follow the JIPSD's access control practice.

8. Provide supervisors and employees who are competent and adequately trained, including training in all health and safety aspects of the work involved in the contract.

9. Provide all tools and equipment for the work, including personal protective equipment (PPE), and ensure the equipment is in proper working order and employees are instructed in its proper use.

10. Maintain good housekeeping in the workplace.

11. Follow specific instructions supplied by the JIPSD should emergency alarms be activated.

12. Notify the designated representative immediately of any OSHA recordable injury or illness to contractor employees or subcontractor employees occurring while on the site of the JIPSD. Provide a copy of each accident report to the designated representative.

13. Receive and use a copy of the JIPSD's written safety policies and procedures.

After conclusion of the contract work, the contractor is responsible for cleaning all work areas and disposing of any discarded materials in a proper and legal manner.

Training Requirements

1. JIPSD Requirements

James Island Public Service JIPSD makes sure that affected JIPSD employees receive training on all hazards to which they will be introduced by a contractor.

In addition, the JIPSD emphasizes to contractors that it is the contractor's responsibility to convey to its employees any safety information provided by the JIPSD to the contractor.

2. Contractor Requirements

The contractor must:

1. Train all workers on all safety and health hazards and provisions applicable to the type of work being done, and provide documentation of such training to the JIPSD's designated representative.
2. Train employees on where to obtain first aid and medical services.

Recordkeeping Requirements

1. JIPSD Requirements

The designated representative will:

1. Have a copy of the contract on file and be thoroughly familiar with its contents, and with the safety and health aspects of the work.
2. Keep records of all training done with JIPSD workers regarding hazards to be caused by the contracting company.
3. Keep copies on file of all forms or statements related to the contracts that are required by the JIPSD to be filled out before or during contract work.
4. Keep an OSHA recordable injury and illness log for the project, as well as copies of accident reports on all accidents that occur in the course of the project.
5. Keep a daily log regarding pre-work start-up inspection findings.
6. Keep records of all documentation of any sort provided by the contractor, including records of training done, MSDSs, accident reports, etc.
7. Keep records of all documentation of any sort provided to the contractor, including list of hazards to train their employees on, MSDSs, etc.
8. Document all discussions, letters, memos, or other communications made to the contractor regarding safety issues, including place, time and the names of people involved.

**RECEIPT OF THE
JAMES ISLAND SERVICE DISTRICT
CONTRACTOR SAFETY PROGRAM**

Company Name: _____

Contractor's Authorized Agent: _____

I acknowledge receipt of and agree to comply with the JIPSD Contractor Safety Program. I will also make employees and subcontractors aware of JIPSD's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the JIPSD Safety Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the JIPSD Safety Manager.

Authorized Signature: _____

Date: _____

I certify that all personnel entering confined spaces have been trained in accordance with OSHA standard 29 CFR 1910.146.

Authorized Signature: _____

Date: _____

APPENDIX B INSURANCE REQUIREMENTS

For Contractors Doing Business with the JIPSD (these Insurance Requirements supersede and replace all Insurance Requirements contained elsewhere in these documents).

1. GENERAL CONSIDERATIONS

It is a requirement of the JIPSD that Contractors must agree to the indemnity obligations set forth in the General Contract. The JIPSD reserves the right to participate in the defense of any claim or action that is brought against the JIPSD.

To insure compliance with this policy, the JIPSD requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to the said JIPSD insurance policy of any company licensed to do business in the State of South Carolina, and is all encompassing in coverage or limit of liability.

2. INSURANCE REQUIREMENTS

During the performance and up to the date of final payment, the Contractor must affect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be a company or companies licensed to do business in South Carolina. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in South Carolina with the South Carolina Department of Insurance, (2) has

a Best Financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to The JIPSD.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include the JIPSD as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance of the State of South Carolina or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage required hereafter and the JIPSD has approved such insurance.

Checked if Required:

GENERAL LIABILITY

a. Comprehensive (Commercial) General Liability:

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting there from, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

AUTOMOBILE LIABILITY

b. Comprehensive (Business) Automobile Liability (all owned, hired and non-owned):

The Contractor shall have and maintain during the life of the Contract such Comprehensive (Business) Automobile Liability (all owned, hired and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

c. The Contractor shall have and maintain during the life of the Contract Worker's Compensation Insurance conforming with the requirements of the laws of South Carolina and (if the box is checked) the Jones Act () and the Longshoremen's and Harbor Worker's Compensation Act (). In case of any employee or employees are not covered by such laws of South Carolina or the Jones Act or the Longshoremen's and Harbor Workers Compensation Act, the Contractor shall provide Employers' Liability coverage for the protection of such employee or employees.

3. ADDITIONAL INSURANCE REQUIREMENTS;

The Certificate of Certificates of Insurance shall contain the following provisions, to-wit:

The coverage provided shall not be canceled, reduced in coverage or allowed to lapse unless and until the JIPSD receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

4. The word "Contract" above means the AGREEMENT between the JIPSD and CONTRACTOR for this PROJECT. The word "Contractor" means the successful BIDDER who is the CONTRACTOR for this PROJECT. The limit "Ea. Person" is the monetary limit applied to each person injured in each occurrence. The limit "Ea. Occur." Is the limit of the total liability for claims, subject to the limit for "Ea. Person" from one common cause. The word "Aggregate" is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. The CONTRACTOR is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of South Carolina.

6. MINIMUM LIMITS OF COVERAGE – Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

GENERAL LIABILITY

(a) Comprehensive General Liability

Bodily Injury	\$1,000,000 Ea. Occur.
	\$1,000,000 Aggregate Per Project
Property Damage	\$1,000,000 Ea. Occur.
	\$1,000,000 Aggregate Per Project
(or) Combined Single Limit	\$1,000,000 Per Occur. Per Project

- (b) Premises and Operations Liability same limits as in (a) above.
- (c) Products and Completed Operations Liability same limits as in (a) above.
- (d) Contractual Liability same limits as in (a) above.

AUTOMOBILE LIABILITY

- (e) Comprehensive Automobile Liability (all owned, hired and non-owned)
 - Bodily Injury \$1,000,000 Ea. Person
 - \$1000,000 Ea. Occur.
 - Property Damage \$1,000,000 Ea. Occur.
 - \$1,000,000 Aggregate
 - (or) Combined Single Limit \$1,000,000 Per Occur.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

- (f) Worker's Compensation Statutory Amount
 - (including compliance with the
 - Jones Act and Longshoremen's and
 - Harbor Worker's Act as applicable)
 - Employer's Liability \$1,000,000 Per Occur

PROPERTY DAMAGE

- (g) Builder's Risk Insurance \$(Value of Structure)
- (h) Other Insurance \$(As Required)

APPENDIX C

Proposal Submission Form

Offeror must follow the format shown below when submitting their proposal.

1. Equipment

Equipment Description	Hourly Rate
Large Excavator	
Small Excavator	
Backhoe	
Compressor and Jack Hammer	
Dump Truck	
Pick-Up or Van	
Truck and Flat Bed Trailer	
Dewatering Equipment	
Hydraulic Cleaning Vacuum Truck	
By-Pump and Hose	
List All Other	

Equipment Below	
Traffic Control Equipment	
Front End Loader	
Steel Plates	
Trench Box	
Dozer	

Please list other equipment rates if not identified in above list.

2. Labor

Personnel	Hourly Rate	Overtime Rate
Superintendent		
Foreman		
Pipe Layer		
Operator		
Laborer		

Please list other personnel rates if not identified in above list.

3. Sub-contractors

The services of the following Sub-contractors will comply with all terms and conditions required of the Contractor.

4. Experience and Qualifications

Please provide an overview of the company and resources to accomplish the requirements of this RFP.

Please list work experience and qualifications of Superintendent.

Please list work experience and qualifications of Forman.

Please list work experience and qualifications for equipment operator.

What training & qualifications do you require your equipment operators to maintain?

Please provide any other information you feel is necessary.

Please list proposed response times if different than the required two-hour time period.

5. Sanitary Sewer Main Repairs & Methodology

Summarize the key features of your Proposal and how you are going to fulfill the requirements of this proposal.

Also, to the best of your ability, identify any "risks" or "variables" that could affect your ability to provide the Services required or lead to unsatisfactory results.

6. Emergencies

What will be your procedure to respond to emergency calls? How will the JIPSD contact your company on a 24-hour basis?

7. References

List a minimum of three references that you have done business within the last two years.

8. Copy of Contractor License

Provide a copy of your Contractor License with this RFP.

APPENDIX D

SEWER REPAIR INVOICE

Job/Location _____

Date _____

Material Used

QTY	Item	Cost

			Sub-total for Labor

TOTAL COST _____

JAMES ISLAND PUBLIC SERVICE District

1739 Signal Point Road
 Charleston, SC 29412
 Phone (843) 795-9060 / Fax (843) 762-5240

SOLICITATION NUMBER: WW-02

DESCRIPTION: Sanitary Sewer Repair Services

OPENING DATE/TIME: _____

“No Bid” Response Form

Please check statement(s) applicable to your “No Bid” response:

- Specifications are restrictive, i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.

- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name	Authorized Signature
Mailing Address	Printed Name
City, State, Zip	_____ / _____ Title email address
Date	_____ / _____ Telephone Number Fax Number

Number: WW-2020-1

Contract
James Island Public Service District
For Purchase of Services

This contract is entered into on this _____ day of June 2020, by and James Island Public Service District (“JIPSD”) and (“Contractor”). This contract consists of the following documents:

- **Request for Proposal**
- **Contractor’s Bid**

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- any properly executed amendment or change order to this contract (most recent with first priority),
- this contract,
- RFP
- Contractor's Bid

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and the JIPSD agrees to purchase the following services:

The Services are to be provided on an “as needed and when requested” basis and include, but is not limited to, the repairs of sanitary sewer service laterals, force mains and gravity mains. Installation of new and capping of old sewer services laterals. Repair, core, and replacement of manholes. Services are to include provision of all labor, equipment, tools and materials necessary to complete the work. If necessary, the JIPSD can supply repair materials for emergencies or at its discretion. Unless indicated otherwise, all services provided shall be in accordance with the conditions and specifications of the current version of the JIPSD's Design and Construction Specifications at the time requested.

2. **Term.**

a). Term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Comptroller. The JIPSD contemplates that the contract term will begin on or about date. The initial contract term will end on date.

b). The initial term is for a period of one **(1) year** and may be renewed for additional terms, subject to mutual agreement of price and service, to a maximum of five (5) years. The option to extend shall be exercised by and in the discretion of the JIPSD. To be effective, any extension requires written approval by the JIPSD Manager.

3. **Payment to Contractor:** Payment requests shall be made in a format prescribed by the JIPSD and shall include material invoice information

4. **Taxes.** The JIPSD shall not be responsible for any taxes that are imposed on Contractor.

5. **Termination—Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the JIPSD shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to the JIPSD for damages sustained by virtue or any breach by Contractor.

6. **Termination—Funding.** Should funding for this contract be discontinued, the JIPSD shall have the right to terminate the contract immediately upon written notice to Contractor.
7. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
8. **Maintenance of Records.** Contractor shall maintain documentation for all charges against the JIPSD. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the JIPSD or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
9. **Video Recording:** It is the Contractor's responsibility to restore all disturbed areas as nearly as possible to original condition. To verify the success of this action and to assist in mediating property owner complaints, the Contractor is to video the proposed non-emergency working area. Particular attention is to be noted to broken headwall, cracked foundations, etc., which have sustained damage prior to the construction activity. The video is to be turned over to the JIPSD prior to starting the construction. The video is to be indexed for easy review throughout the duration of the job. It is imperative that the videoing be done in a professional manner, i.e. containing a narrative describing the location of the camera relative to street addresses, manhole stations, etc. and its direction as well as any findings concerning the surrounding area.
10. **JIPSD Property.** Any JIPSD property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition, and shall be returned to the JIPSD Contractor upon termination of the contractor or when requested. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be JIPSD property.
11. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right to remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the JIPSD not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the JIPSD's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or South Carolina State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the JIPSD or in the employment practices of the JIPSD Contractors. Accordingly, all Proposers entering contracts with the JIPSD shall, upon request, be required to show such proof of no discrimination, and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
16. **Insurance.** A certificate of insurance, in a form satisfactory to the JIPSD, evidencing said coverage shall be provided to the JIPSD prior to commencement of performance of this Contract. Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.
17. **Indemnifications and Hold Harmless.** Contractor shall indemnify and hold harmless the JIPSD, its officers, agents and employees from:
 - a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
 - b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or

independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c) The JIPSD will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

d) Contractor shall pay the JIPSD any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

18. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
20. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the JIPSD and has been filed in the office of the JIPSD. When it has been so signed and filed, this contract shall be effective as the date first written above.
21. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
22. **Governing Law.** The laws of the State of South Carolina thereof shall govern the validity, construction and effect of this contract and any and all extensions and/or modifications. South Carolina law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

BY: _____

BY: _____, District Manager
James Island Public Service JIPSD

SEAL

ATTEST: