

Town of Kiawah Island
DESIGN AND ENGINEERING
SERVICES FOR
KIAWAH ISLAND PARKWAY
REQUEST FOR PROPOSALS



2019

Town of Kiawah Island

REQUEST FOR PROPOSAL

Design/Engineering Services – Kiawah Island Parkway

The Town of Kiawah Island is soliciting proposals from interested consultants for design engineering, surveying and construction design services for the Kiawah Island Parkway. The project begins at the intersection of Beachwalker Drive proceeding to the Town of Kiawah Island property lines at the roundabout (including the roundabout) a distance of approximately 2.4 miles. Services to be provided are preliminary engineering, preparation of design options, design engineering and construction drawings. Also included are surveying, conducting public meetings, construction administration and inspections. The consultants will furnish all materials necessary to implement bidding for the construction of the project.

Please submit eight (8) copies of the proposal including the “SUBMITTAL FORMS” in addition to one electronic version of the completed proposal **no later than 2:00 pm on March 29, 2019**, to the Town of Kiawah Island 4475 Betsy Kerrison Pkwy Kiawah Island, SC 29455. All submittals must be sealed and identified on the outside of the envelope as follows: **“Design/Engineering Services” Kiawah Island Parkway.**

Please direct all questions concerning this proposal to Rusty Lameo at rlameo@kiawahisland.org or at (843) 768-9166

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.

Town of Kiawah Island

REQUEST FOR PROPOSAL

Design/Engineering Services – Kiawah Island Parkway

PROPOSAL REFERENCE: Rehabilitation of the Kiawah Island Parkway

ISSUE DATE: February 15, 2019

PROPOSAL OPENING DATE: March 29, 2019, at 2:00 pm

PROJECT: Design, Engineering and Construction Services for the Rehabilitation of the Kiawah Island Parkway

ISSUING OFFICE: CONTACT: Town of Kiawah Island
Rusty Lameo (843) 768-9166
rlameo@kiawahisland.org

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Should any of the required documents be missing from your packet, immediately notify Rusty Lameo at 843-768-9166 or at rlameo@kiawahisland.org.

GENERAL INFORMATION

INTRODUCTION

The Town of Kiawah Island is currently inviting qualified consulting firms to submit proposals to provide design, engineering services, and construction administration for the Kiawah Island Parkway. The Town of Kiawah Island intends to begin construction on this project in February 2020

In addition to design engineering services, the consultant would be required to conduct informational meetings with businesses and other interested parties.

The proposed work in this Request for Proposal (RFP) will include the following items: The consultant will:

- A. Perform a walk-through inspection of the designated work site.
- B. Conduct a topographic and property survey and prepare plans and specifications.
- C. Preliminary and design engineering will be executed in accordance with the latest SCDOT standards. The consultant will prepare a pavement design in accordance with ASHTO Standards. The consultant will prepare all plans and specifications.
- D. Drawings will be prepared for construction bidding.
- E. Construction Administration and Inspection

PROPOSALS

To be considered, consultants must submit a complete response to this RFP, using the format indicated in the "SCOPE OF SERVICES" section of this RFP. Each respondent must submit EIGHT (8) copies of the proposal including the "SUBMITTAL FORMS" in addition to one (1) electronic version of the complete proposal to the Town of Kiawah Island at 4475 Betsy Kerrison Parkway, Kiawah Island SC 29455, no later than, **2:00 pm on Thursday, March 28, 2019**. All submittals must be sealed and identified on the outside of the envelope as follows: **"Design/Engineering Services" Kiawah Island Parkway."**

No other distribution of proposals will be made by the consultant. Proposals must be signed by an authorized official to bind the consultant to its provisions. Proposals must include a statement as to the period during which the proposal remains valid. For this project, the proposal must remain valid for at least one hundred twenty (120) days from the time of proposal opening.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a concise description of the consultant's ability to meet the requirements of the RFP.

TOWN OF KIAWAH ISLAND RESPONSIBILITIES

The Town of Kiawah Island will have the following responsibilities in conjunction with a contract resulting from this RFP.

1. Provide information as to the requirements for the project and make available all pertinent information which may be useful in the project work, including any previous reports or data relative to the project.
2. Designate in writing a person to act as the Town of Kiawah Island Project Manager concerning the work to be performed. Such a person will have the authority to transmit instructions, receive information, interpret and define the Town of Kiawah Island policies and decisions concerning materials, equipment and other such elements pertinent to the work.
3. Coordinate as necessary the efforts of the consultant to make provisions to enter upon public or private land as required to perform the work.
4. Examine all studies, reports, estimates, proposals and other documents prepared by the consultant and render in writing, if necessary, decisions pertinent to it within a reasonable time.
5. Direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the consultant of the appropriateness of such action.
6. Direct the consultant in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the consultant detailing as to cost, time (schedule), and the reason for such special service or extra work.

The consultant will develop or obtain from other agencies all other material, information and data necessary to perform the work.

SCOPE OF SERVICES

Contract proposals must be submitted in the format outlined below:

BUSINESS ORGANIZATION

State the full name and address of your organization, and if applicable, any branch office or another subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation. If a corporation, indicate the state in which you are incorporated. State whether you are licensed to operate in the State of South Carolina.

WORK PLAN

Describe in a narrative form your technical plan for accomplishing the work. Explain the choice of methodology, particularly its strengths and weaknesses. Indicate the number of person-hours you have allocated for each Task I, II, and III, as described on the following pages. Provide a timeline indicated in a bar chart display, showing each event, task and decision point in your work plan, including the Critical Path.

PROJECT STAFF DESCRIPTION

Include the executive and professional personnel by skill and qualification that will be employed in work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify key individuals by name and title and include resumes for these individuals.

AUTHORIZED NEGOTIATIONS

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.

ADDITIONAL INFORMATION

The consultant may also include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

The scope of services to be performed by the consultant should be divided into tasks as outlined below.

TASK I: PRELIMINARY DESIGN, SOIL, AND TOPOGRAPHIC SURVEYS

The consultant shall collect all soil and topographic information necessary to design the project and prepare plans, specifications, and estimates to SCDOT specifications. Soil tests and pavement design to be as needed. **Soil Consultants, Inc. report of December 2017 is available upon request.** All soil tests shall conform to SCDOT and American Society for Testing and Materials (ASTM) specifications. All topographic surveys shall be conducted in accordance with SCDOT specifications. The consultant shall input this information into AutoCAD files and plot to SCDOT drafting standards. Surveys shall be tied to the United States Geological Survey (USGS) monuments, if feasible, as well as to other monuments in the general area.

- A. Establish property lines and existing rights-of-way, based upon existing descriptions and physical field evidence.
- B. Collect topographic data for the project area including identifying all connecting streets. The general map of the site shall be completed in accordance with the SCDOT Drafting Standards in AutoCAD-2018 or later release. The consultant will include utility locations, topography, buildings, fence lines, trees, and other physical features.
- C. Establish and witness survey centerline alignment to serve as control throughout the project.
- D. Establish sufficient benchmarks, based on USGS data, to construct the project.
- E. Determine the legal description of the easements and their ownership along the length of the project.
- F. Determine utility locations in conjunction with utility owners. The survey shall locate all underground utilities from the information available.
- G. Inspect the expansion joints on the Kiawah Island river bridge and make recommendations, as needed for their repair or upgrade.
- H. Investigate the need for repair or addition to the underdrain of the Kiawah Island Parkway and Bridge.
- I. Plans will include but not limited to;
 1. Cover Sheet
 2. Plan and Profile Sheets showing Horizontal and Vertical Alignments, Superelevation, Roadway Dimensions, Paving Limits, Construction Limits, Preliminary Drainage, Right-of-Way, and Easements, Turn Lanes
 3. Typical Sections
 4. Cross-Sections at every 50 Feet (Scale 1" =40')
 5. Intersection Details
- J. Preliminary Schedule through Construction

The consultant shall coordinate the structural concept with the Town of Kiawah Island and prepare the Preliminary Plan and Cost Estimate. The consultant must provide the Preliminary Plan and Cost Estimate **twelve (12) weeks after the execution of the contract with The Town of Kiawah Island.** The consultant shall prepare all necessary construction permit applications and programming data to be submitted with the preliminary plans. These plans shall be submitted to the Town of Kiawah Island for approval prior to proceeding with final design. The preparation shall include, not necessarily limited to, the following:

- All permit applications
- Preliminary plans
- Preliminary Construction Cost Estimate

TASK II: PREPARE FINAL PLANS, SPECS, AND ENGINEER'S ESTIMATE

The consultant shall prepare all the documents necessary to bid the project. The Design Services requested shall conform to current SCDOT, and all governing agencies standards and specifications. Plans and specifications shall be prepared by the consultant and submitted to the Town of Kiawah Island for review and comment prior to the finalization of any plan documents. The initial plan shall be completed within **eight (8) weeks after The Town of Kiawah Island approval of the Preliminary Plan**. The Consultant shall meet a schedule to construct this project by November 2020.

- A. Traffic Control/Construction Staging plans will be included in the final construction plans.
- B. Pavement Marking and Signing plan sheets shall include new pavement marking and signing scheme. This will include the required edge striping, centerline striping, stop bars, and turn arrows and other lane markings.
- C. Erosion control standards and details conforming to SCDOT requirements will be shown on the construction plans if required (silt fence, check dams, sediment ponds, hay bales, etc.). An erosion control detail sheet will be provided.

TASK III: CONSTRUCTION ADMINISTRATION AND INSPECTION

- A. Bidding/Inspection/Pay The consultant will conduct the pre-bid conference and the bid opening. The consultant shall be responsible for advertising and distributing the plans and bid package. The consultant and the Town of Kiawah Island shall evaluate the bids received, prepare the bid tabulations, and recommend award of contractor to Ways and Means Committee. The Town of Kiawah Island will award the contract and will be responsible for contract administration. The consultant shall be responsible for the preconstruction conference. Five (5) site visits by the consultant will be performed at the Town of Kiawah Island request to verify compliance with plans and specifications. Daily construction activities inspection and administration shall be the responsibility of the consultant.
- B. As-Built documents shall be provided by the consultant to the Town of Kiawah Island prior to Final Completion, a complete set of as-built drawings. As-built plans consist of the final version of the design plan CADD drawings that incorporate all changes, including any adjustments, relocations, additions, and deletions that occurred during construction. Consultant shall certify that the as-built plans are a true and correct representation of the work as constructed. If any design changes occurred during construction, the plan sheets (or any other "job site record document" with a seal) revised after award of a contract shall include a complete accounting and detail of the revisions and design changes. The P.E. responsible for the revision shall seal each altered plan sheet (or any other "job site record documents "with a seal). This documented information is to be part of the As-Built Plan requirements. The consultant shall develop as-built plans in accordance with the SCDOT Manual of Instructions for the Preparation of As-Built Plans, latest edition.
- C. Information regarding major revisions to the plans shall be noted in a revision box on the plans. The information listed in the revision box shall include the initiator of the revision, a brief explanation of the nature of the revision.
- D. As-built plans shall be submitted as two (2) full size (36-inch x 22 inches) copies, and one (1) electronic version of the complete proposal. The levels and symbology of the as-built CADD drawings shall conform to SCDOT standard levels and Symbology used to develop the design drawings for this project.

TOWN OF KIAWAH ISLAND

GENERAL TERMS AND CONDITIONS

1. General Information

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.

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.

2. Submissions and Withdrawal of Proposals

Proposals are to be submitted in sealed envelopes, marked and addressed as directed in this RFP. Failure to do so may result in the premature opening of, or a failure to open such proposals.

Sealed proposals shall be submitted by mail or email to Petra Reynolds, Town Clerk for the Town of Kiawah Island at 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455. Please submit EIGHT (8) copies of the proposal including the "SUBMITTAL FORMS" in addition to one (1) electronic version of the complete proposal no later than, **2:00 pm on Thursday, March 28, 2019**. All submittals must be sealed and identified on the outside of the envelope as follows: **"Design/Engineering Services" Kiawah Island Parkway.**

Offerors mailing proposals should allow sufficient mail delivery period to ensure 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) The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and any supplementary presentation (including any oral presentation) requested by the Town.
- (c) 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.
- (d) The Town prefers a single, qualified company or entity to be responsible for providing services described herein.

4. NON-COLLUSION OATH

Every Proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Offeror or in the case of a corporation, by a duly authorized representative of the said corporation. The Non-Collusion Oath is provided herein. (See Submittal Forms).

5. 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.

6. ADDENDA/CHANGES

No oral interpretation will be made to any Respondent as to the meaning of the Documents or any part thereof. Every request for interpretation shall be made in writing to the Town of Kiawah Island, ATTN: Rusty Lameo, 4475 Betsy Kerrison Parkway, Kiawah Island, South Carolina, 29455. Questions may be emailed to rlameo@kiawahisland.org, but it shall be the responsibility of the sender to confirm receipt by the Town. Only those written

inquiries received ten **(10) or more working** days prior to the date fixed for the opening of RFP's will receive a response. Any interpretation made to a Respondent shall be in the form of an Addendum to the Documents and, when issued, will be on file in the Town of Kiawah Island at least **five (5) calendar days** before the proposals are opened. All addenda will be mailed to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents, and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. All addenda received shall be listed on the outside of the RFP envelope. Any proposal received without each addendum listed by number and date received on the outside of the RFP proposal envelope may be declared a non-responsive proposal. Any deviations from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP.

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.

It is understood and agreed that all documents including detail reports, plans, original tracings, specifications and all data prepared or obtained by consultant in connection with its services hereunder, including all documents bearing the professional seal of the consultant, thereunder, shall be delivered to and become the property of the Town of Kiawah Island, prior to final payment to consultant at the termination of the agreement.

8. SELECTION PROCESS

(a) All proposals received shall be subject to an evaluation by the Public Work Committee who will review and analyze all submittals in order to rate the firms and make a recommendation to the Ways and Means Committee and Council. The selection shall be made in order of preference, based on the criteria included in this RFP.

The following factors will be considered in making the selection:

1) **UNDERSTANDING OF THE SCOPE OF WORK**

Based upon prior experience with roadway design and the South Carolina Department of Transportation design and letting process.

2) **METHOD OF APPROACH**

Referring to the technical soundness of the consultant's stated approach to the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

3) **ACCESSIBILITY**

The ability of the consultant to work closely with the Town of Kiawah Island, for the duration of the project.

(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 sections, both cost and technical, should be complete, 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, 4475 Betsy Kerrison Parkway, 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**

The 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 outlined 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), 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.

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

Offerors and are responsible at all times for obtaining applicable licenses to include but not limited to appropriate **business licenses**.

14. OFFEROR REPRESENTATIONS

By submitting a proposal, each offeror represents that:

- (a) The offeror has read and understood 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.
- (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 concerning the proposal submitted by the offeror or to any contract arising out of this RFP.

15. EQUIPMENT AND STAFFING

- (a) If equipment, materials, and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in work covered by the RFP and provided by the successful offeror are to be new and of the most suitable grade for the purpose intended. 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 equipment.
- (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 removes from the work any employee the Town deems incompetent, careless or otherwise objectionable.

16. INDEPENDENT CONTRACTORS

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.

17. 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).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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).

23. 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.

24. 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.

1

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**)
- All-Inclusive Cost (**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: _____, 2019

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING HIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

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

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. **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>Proposed Cost</i>
Task I:
Task II:
Task III:
TOTAL PROPOSED COST:

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 valid business licenses to submit a Proposal. However, Offeror's 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 _____, 2019

Authorized Signature for Offeror

Please print Offeror's name and address:

PRINT NAME: _____

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____