

BRIDGE INSPECTION FOR THE TOWN OF KIAWAH ISLAND

Invitation to Bid

The **Town of Kiawah Island** requests proposals from professional architect/engineering firms to perform the routine inspection of a vehicular/pedestrian bridge carrying the Kiawah Island Parkway over the Kiawah River on Kiawah Island, SC 29455. The successful bidder shall provide all necessary services as outlined in the **INVITATION TO BID** document entitled **SCOPE OF SERVICES**.

The **SUBMITTAL FORM** requests the lump sum costs for the services along with other required information in the entitled **SUBMITTAL FORM**. Complete proposals must include qualifications, insurance documentation, experience, proposed fee and all other required documents.

Complete proposals must be mailed or delivered to Town Hall in a sealed envelope marked **“Bridge Inspection Bid”** by 2:00pm on Wednesday, August 24, 2016 to: Petra Reynolds, Town of Kiawah Island, 21 Beachwalker Drive, Kiawah Island, SC 29455.

A copy of the complete **INVITATION TO BID** and the **SUBMITTAL FORM** documents referenced above may be obtained on the Town website at www.kiawahisland.org or at Town Hall located at 21 Beachwalker Drive.

For questions or additional information please contact **Rusty Lameo** by calling 843-768-9166 or by email at rlameo@kiawahisland.org.

Bridge Inspection Services for the Town of Kiawah Island

Scope of Work

The Town of Kiawah Island is seeking professional architect/engineering firms to perform the routine inspection of a vehicular/pedestrian bridge carrying the Kiawah Island Parkway over the Kiawah River.

Description:

The scope of work for bridge inspection includes the routine inspection of the concrete bridge pile bent. The inspections shall consist of a complete above and underwater Level 1 inspection as defined by the National Bridge Inspection Standards (NBIS) and the Bridge Inspectors Reference Manual (FHWA Publication No. NHI-03-001). The work includes, but is not limited to; field inspections, underwater investigations, traffic control, and inspection reporting.

Field Inspections and Inspectors:

The number of team members will be determined by the Consultant. Since the requirement is routine bridge inspection, only minimal usage of ladders will be necessary to access the structures. If the inspector feels that scaffolding or rigging is required to adequately inspect a structure, this would be considered an in-depth inspection and should be recommended as such. The routine inspection should be completed first.

Inspector Qualifications:

The minimum bridge inspector qualifications necessary are stated in the Code of Federal Regulations - 23 highways - Part 650 - Subpart C as follows:

§ 650.305 Definitions.

Program Manager: The individual in charge of the program or has been assigned or delegated the duties and responsibilities for the bridge inspection, reporting, and inventory. The program manager provides overall leadership and is available to inspection team leaders to provide guidance.

Team Leader: Individual in charge of an inspection team responsible for planning, preparing, and performing field inspection of the bridge.

§ 650.309 Qualifications of personnel.

(a) A program manager must, at a minimum:

- 1) Be a registered professional engineer, or have ten years bridge inspection experience; and
- 2) Successfully complete a Federal Highway Administration (FHWA) approved comprehensive bridge inspection training course.

(b) There are five ways to qualify as a team leader. A team leader must, at a minimum:

- 1) Have the qualifications specified in paragraph (a) of this section; or
- 2) Have five years bridge inspection experience and have successfully completed an FHWA approved comprehensive bridge inspection training course; or
- 3) Be certified as a Level III or IV Bridge Safety Inspector under the National Society of Professional Engineer's program for National Certification in Engineering Technologies (NICET) and have successfully completed an FHWA approved comprehensive bridge inspection training course, or
- 4) Have all of the following:

- i.) A bachelor's degree in engineering from a college or university accredited by or determined as substantially equivalent by the Accreditation Board for Engineering and Technology;
 - ii.) Successfully passed the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination;
 - iii.) Two years of bridge inspection experience; and
 - iv.) Successfully completed an FHWA approved comprehensive bridge inspection training course, or
- 5) Have all of the following:
 - i.) An associate's degree in engineering or engineering technology from a college or university accredited by or determined as substantially equivalent by the Accreditation Board for Engineering and Technology;
 - ii.) Four years of bridge inspection experience; and
 - iii.) Successfully completed an FHWA approved comprehensive bridge inspection training course.
- (c) The individual charged with the overall responsibility for load rating bridges must be a registered professional engineer.
- (d) An underwater bridge inspection diver must complete an FHWA approved comprehensive bridge inspection-training course or other FHWA approved underwater diver bridge inspection training course.

In addition, personnel involved in the various bridge inspection activities must be qualified for their specialized jobs. In general, depending on the level of responsibility, they must be knowledgeable in the various aspects of bridge engineering including design, load rating, construction, rehabilitation, and maintenance.

Underwater inspections shall at a minimum consist of a three-person team led by a South Carolina Registered professional engineer. The underwater inspection team leader shall also be a certified commercial diver as recognized by the Association of Diving Contractors International. For each underwater assessment, one registered professional engineer-diver shall be appointed as the engineer-in-charge. That engineer-in-charge shall dive at least 50% of the time.

Traffic Control and Equipment:

Vehicles, inspection equipment, traffic maintenance equipment, safety equipment, and a laptop computer shall be provided by the Consultant. The previous bridge inspection reports will be provided electronically by the Town of Kiawah.

Inspection Reporting:

The bridge inspection reports shall at a minimum consist of the following:

- Executive Summary
- Description of the Structures
- Field Observations and Existing Condition of the Structures
- Evaluation and Rating of the Structures
- Proposed Repairs and Maintenance Activities
- Cost Estimates for Repair and Maintenance
- Color Digital Photographs of the Structure
- Drawings of the Structures Showing Overall Dimensions, Layout, Elevations, Cross Sections, and the Location of Encountered Defects

<p style="text-align: center;">REQUEST FOR PROPOSALS (RFP) GENERAL TERMS AND CONDITIONS</p>

1. GENERAL INFORMATION

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

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

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

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 this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between Town of Kiawah Island and the firm selected.

2. SUBMISSION 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 premature opening of, or a failure to open, such proposals.

Sealed proposals shall be submitted by mail to Petra Reynolds, Town Clerk, Town of Kiawah Island, 21 Beachwalker Drive, Kiawah Island, SC, 29455 by August 24, 2016. Proposals may be emailed to preynolds@kiawahisland.org. If you choose not to submit a response, please complete and return the enclosed "No Submittal" response form.

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

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

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. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- B. Proposals should be prepared simply and economically. All data, materials, and documentation

shall be available in a clear, concise form and reproducible upon request "at cost" for the Town's internal use. The Town reserves the right to reproduce proposals for internal use in the evaluation process.

- C. All proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the RFP.
- D. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- E. In addition to a transmittal letter, the Non-Collusion Oath must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.
- F. If any proposal includes any comment(s) over and above, the specific information requested in this RFP such comment(s) must be included as a separate appendix to such proposal.
- G. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the Town.
- H. 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.
- I. Submittals shall be typewritten or computer generated. It shall include, but is not limited to, addresses of all firms which would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities must be fully disclosed and clearly explained.
- J. The Town prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, any one proposal submitted in response to this RFP by more than one business entity will be deemed to be a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Town. This provision may be waived if a solution is agreed upon whereby the Town will have a single source for contract complaints, problem resolution, and responsibility.

4. 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 said corporation. The Non-Collusion Oath is provided herein. (See Submittal Forms).

5. GRATUITIES AND KICKBACKS

Gratuities

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.

Kickbacks

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.

Note --- Violation of this clause may result in contract termination.

6. COMPETITIVE PROCUREMENT

It is the intent and purpose of the Town of Kiawah Island that this RFP permit competition. It shall be each Offeror's responsibility to advise the Town if any language, provision, other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Town of Kiawah Island no later than the last date for written questions.

7. ADDENDA/CHANGES

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

Requests for interpretation of this RFP and any other questions concerning the RFP shall be made in writing, and addressed to the Town of Kiawah Island, ATTN: Rusty Lameo, 21 Beachwalker Drive, 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.

These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the Town Administrator. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the RFP which will be mailed to each firm to which these RFP documents have been issued. In the event that there is insufficient time to mail addenda to Offerors, then said addenda shall be faxed to Offerors. All such addenda shall become part of the RFP and each Offeror shall be bound by such addenda whether or not received by the Offeror.

8. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP which is deemed privileged and confidential by the Offeror will also not be disclosed after the award. Such privileged and confidential information includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any

information that is subsequently determined not to have such an exemption. Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the Town pursuant to applicable law. The Town of Kiawah Island hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act; for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL"; and for any results of an independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

9. OWNERSHIP OF DOCUMENTS

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

10. SELECTION PROCESS

- A. A selection committee will review and analyze all submittals in order to rate the firms.
- B. If the Town determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the Town offices at 21 Beachwalker Drive, Kiawah Island, South Carolina, 29455.
- 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.
- E. The Town of Kiawah Island shall select the firm submitting the best overall proposal on terms which are considered to be fair and reasonable to the Town.

11. AWARD

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

12. NOTICE OF AWARD OF CONTRACT

The successful Offeror will be notified of acceptance of its Proposal by a written Notice of Award of contract. Successful Offeror shall not undertake any work, and Town will not be responsible for payment for any work whatsoever undertaken by successful Offeror prior to issuance of the Notice to Proceed. The successful Offeror shall be required to execute a formal contract at the Town's offices on Kiawah Island, South Carolina.

13. NOTICE TO PROCEED

A Notice to Proceed will be issued only after the successful Offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance Bond(s) and Labor and Material Payment Bond(s) to the Town, 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.

14. 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.

15. PERMITS AND LICENSES

- A. Permits shall be acquired and paid for by the successful Offeror (i.e. said cost should be included in the proposal price).
- B. Prior to execution of a contract, the successful Offeror will be required to provide a copy of its current applicable contractor's license issued by the State of South Carolina and Charleston County on all Proposals, including those subcontractors subject to licensing which may be required on the Proposal Form.
- C. Both Offerors and Subcontractors are responsible at all times for obtaining applicable licenses to include but not be limited to appropriate Business Licenses. Contractor's License Number, Person's Name, and Business Name must all be shown on all required licenses.

16. OFFEROR REPRESENTATIONS

Each Offeror by submitting a proposal represents that:

- A. The Offeror has read and understands this RFP (including all Specifications and Attachments) and that his proposal is made in accordance therewith.
- B. The Offeror has reviewed the RFP, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The proposal is based on the terms, materials, systems, and equipment required by this RFP, without exception.
- 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.

17. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the RFP and provided by the successful Offeror are to be 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 machinery and mechanical and other equipment which the successful Offeror contemplates incorporating in the Work.

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 above described Work in a professional, timely manner.

The Town may, in writing, require the successful Offeror to remove from the Work any employee the Town deems incompetent, careless, or otherwise objectionable.

18. INDEPENDENT CONTRACTOR

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

19. SUBCONTRACTORS

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

20. OTHER CONTRACTS

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

21. 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 Attachment C, Insurance Requirements.

The successful Offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than at the execution of the contract. 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.

Additionally, the successful Offeror shall maintain premises liability coverage on the offices which they occupy in Town-owned property if any, and shall insure that the general liability insurance does not exclude demolition operations or other customary coverages.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted if the original documents are received within one (1) business day after receipt of the fax transmittals.

The Town of Kiawah Island must be advised immediately of any changes in required coverages.

22. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the Offeror hereby expressly agrees to indemnify and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default of this 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 by 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 this Contract. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the Town and 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 Offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, Offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

23. 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.

24. TERMINATION

The Town Administrator 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.

25. CONTRACTOR USE OF SITE AND PREMISES

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.

All work shall be coordinated through the Town's authorized representative.

26. 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.

27. 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 (1976, as amended).

28. COMPLIANCE WITH LEGAL REQUIREMENTS

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

29. INCORPORATION BY REFERENCE

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

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 Contractor's License (If applicable)
- ☐ 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 and qualifications of persons to be used in this engagement) **(Required)**
- ☐ Past experience and record (or reputation) **(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.

SUBMITTAL FORM
Offeror to complete all blanks)

DATE: _____, 2016

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 does not meet the proposal 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.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

II. EXPERIENCE:

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

1. COMPANY NAME: _____
Contract Period: From: _____ To: _____
Scope of Work: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

2. COMPANY NAME: _____
Contract Period: From: _____ To: _____
Scope of Work: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

II. EXPERIENCE (Continued):

3. COMPANY NAME: _____
Contract Period: From: _____ To: _____
Scope of Work: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

4. COMPANY NAME: _____
Contract Period: From: _____ To: _____
Scope of Work: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

5. COMPANY NAME: _____
Contract Period: From: _____ To: _____
Scope of Work: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

III. COST:

In Compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise provided noted, for the Bridge Inspection agreement for the following cost (all prices shall include applicable sales taxes):

<i>All inclusive Project Cost</i>
\$

NAME OF COMPANY: _____

By: _____
Signature Print Name

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

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Business Fax Number: _____

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

If incorporated, please list state of incorporation: _____

FEIN or SSN: _____

BUSINESS LICENSE:

The Offeror is not required to have 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:

Contractor shall carry and maintain Worker's Compensation Insurance in statutory amounts for its employees, unless exempt by State statute. Contractor shall provide Town with certification of this coverage, or if exempt, written confirmation of this.

Contractor shall carry a Comprehensive Liability Policy of at least One Hundred Thousand (\$100,000) Dollars per occurrence (combined single limit of liability) to cover operations equipment and contractual liability. Contractor shall provide Town with a copy of the policy which shall name the Town as an additional insured.

Contractor shall defend, indemnify, and hold harmless the Town, its elected officials and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the working contractor.

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 _____, 2016

Authorized Signature for Offeror

Please print Offeror's name and address:

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

Print Name: _____