

REQUEST FOR PROPOSALS



BEACH PATROL SERVICES

DECEMBER 9, 2016

Town of Kiawah Island
21 Beachwalker Drive
Kiawah Island, SC 29455
843-768-9166
843-768-4764 fax
www.kiawahisland.org

PROJECT OVERVIEW

DATE:	DECEMBER 9, 2016
DESCRIPTION OF WORK:	BEACH PATROL SERVICES
WRITTEN REQUEST DEADLINE:	JANUARY 6, 2017, 5PM
BID DUE DATE/TIME:	JANUARY 13, 2017, 1PM
LOCATION:	KIAWAH ISLAND MUNICIPAL CENTER 21 BEACHWALKER DRIVE KIAWAH ISLAND, SC 29455
CONTACT PERSON:	RUSTY LAMEO, CODE ENFORCEMENT 843-768-9166 rlameo@kiawahisland.org

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.

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1. General Information

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

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

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

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

2. Submissions and Withdrawal of Proposals

Proposals are to be submitted in envelopes, marked, and addressed as directed in this RFP. Proposals submitted may also be submitted by fax or e-mail for consideration.

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

If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change. Proposals may be withdrawn by written request received from the Offeror prior to the submittal deadline.

3. Preparation of Proposal

- A.** All proposals should be complete and carefully worded and must convey all of the information requested by the Town of Kiawah Island. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- B.** All proposals shall provide a concise description of offeror's ability to satisfy the requirements of the RFP.

- 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 proposals.
- D. Submittals shall be typewritten or computer generated. It shall include, but not limited to, addresses of all firms that would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities must be fully disclosed and clearly explained.
- E. The Town prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, anyone proposal submitted in response to this RFP by more than one business entity will be deemed a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Town. This provision may be waived if a solution is agreed upon whereby the Town will have a single source for contract complaints, problem resolution, and responsibility.

4. Gratuities and Kickbacks

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

5. Addenda/Changes

Any additions, deletions, modifications, or changes made to this RFP shall be processed through the Town's Administrator. Any deviations from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP. Requests for interpretation of this RFP and any questions concerning the RFP shall be made in writing, and addressed to the Town of Kiawah Island, Attn: Rusty Lameo, 21 Beachwalker Drive, Kiawah Island, SC 29455. Questions may be transmitted by fax or email, but it is the responsibility of the sender to confirm receipt by the Town.

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

6. Public Access to Procurement Information

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

7. Ownership of Documents

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

8. Selection Process

- A. Staff will review and analyze all submittals in order to rate the firms. The selection shall be made in order of preference, based on the criteria included in this RFP.
- B. The Town of Kiawah Island may request oral presentations or discussions with any or all Offerors for the purpose of clarification 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 and concise and reflect the most favorable terms available from the offeror.

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

- C. During the review process, the Town may request additional financial information from all Offerors.

9. Award

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

10. Notice of Award of Contract

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

11. Notice to Proceed

A **Notice to Proceed** will be issued only after the successful offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds, if applicable, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The successful offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

12. State and Local Taxes

Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon, or billed to the Town as a result of contractor's failure to pay any tax of any type due in connection with this Agreement.

13. Permits and Licenses

- A. Both offerors and subcontractors are responsible at all times for obtaining applicable licenses to include but not limited to appropriate business licenses. Contractor's license number, person's name, business name, driver's license number, and Tax ID number must be shown on all required licenses.

14. Offeror Representations

By submitting a proposal, each offeror represents that:

- A. The offeror has read and understands this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- B. The offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with requirements of the proposal.
- C. The proposal is based on the terms, materials, systems, and equipment required by this RFP, without variance.
- D. The offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful offeror's best skill and attention.
- E. The offeror has fully acquainted itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of the offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the offeror or to any contract arising out of this RFP.

15. Material and Workmanship

- A. If equipment, materials, and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the RFP and provided by the successful offeror are to be 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. Machinery, equipment, material, and supplies installed and used without the required prior approval shall be at risk of subsequent rejection.

- B. By signing its proposal, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use best skill and attention to provide the above-described work in a professional, timely manner.
- C. The Town may, in writing, require that the successful offeror remove from the work any employee the Town deems incompetent, careless, or otherwise objectionable.

16. Independent Contractors

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

17. Other Contracts

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

18. Insurance Requirements

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

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

- A. The Contractor shall carry and maintain Workman's Compensation insurance in statutory amounts for his employees. Contractor must provide Town with certification of this coverage.
- B. Contractor shall carry a comprehensive general liability policy of at least one million dollars (\$1,000,000) per occurrence (combined single limit of liability) to cover operations, equipment and contractual liability. The policy shall name Town of Kiawah Island as an additional insured. Contractor must provide Town with copies of this policy.

- C. The Contractor shall maintain automobile insurance liability policies on all "Beach Patrol" vehicles with at least five hundred thousand/one million dollars (\$500,000/\$1,000,000) coverage. Contractor shall provide Town with copies of these policies.
- D. The Contractor shall defend, indemnify, and hold harmless the Town of Kiawah Island, 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 work by the employees of Contractor.

19. Indemnification

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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).

25. Compliance with Legal Requirements

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

26. Incorporation by Reference

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

28. Rejection of Proposals

The Town of Kiawah Island reserves the right 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.

SPECIFIC REQUIREMENTS

I. Special Instructions/Terms and Conditions

A. General Description of Services

The Town of Kiawah Island, South Carolina is requesting proposals from qualified firms to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance on the beach on Kiawah Island, South Carolina.

B. Proposal Submittal Deadline

To be considered, the sealed proposal containing three (3) originals must be received by the Town Clerk, Petra Reynolds, at the Kiawah Island Municipal Center, 21 Beachwalker Drive, Kiawah Island, SC, 29455 by **1:00 p.m. on January 13, 2017**. Proposals may be hand delivered or mailed. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for the actual delivery of the proposal to the Municipal Center before the deadline. All proposals become the property of the Town of Kiawah Island.

C. Written Questions Deadline

Offeror may ask procedural questions seeking clarification of the submittal process orally. However, substantive questions involving issues such as the scope of work, contract terms, etc. should be submitted in writing. The deadline for written questions is **5:00 p.m. on January 6, 2017**. Written questions should be mailed, e-mailed, faxed, or hand delivered to Rusty Lameo.

Substantive requests for information received prior to the deadline for questions may be responded to in writing by the Town in the form of an addendum to this RFP. If an Offeror finds any inconsistency in this RFP, the Offeror should contact the Town for resolution of the issue. Any clarification given may become an addendum.

D. Term of Agreement

A three-year contract with two one-year renewal options is contemplated, subject to an annual review, the satisfactory negotiation of terms (including a price acceptable to the Town of Kiawah Island), and the annual availability of an appropriation.

E. Proposal Selection/Evaluation Factors

The requirements identified in the RFP are intended to provide the Town of Kiawah Island with the ability to select the most advantageous, responsive, and responsible proposal resulting in the best value to the Town, price and other factors considered. The proposals will be ranked by the Town staff recommendations. Town Council shall make the final selection by using factors provided herein as well as any other factors it deems necessary.

Town staff will evaluate individual proposals. Any firm determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further.

Town staff will evaluate each proposal and rank each firm on the basis of the following. The Town reserves the right to request a limited number of firms to appear for oral interviews in order to further evaluate qualifications. Firms will be evaluated based on the following criteria:

(Note: these criteria are not necessarily listed in order of importance.)

F. Evaluation Criteria

In addition to cost, proposals will be evaluated using the following criteria.

1. The ability, capacity and skill of the bidder to provide the service;
2. Whether the bidder can provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the service;
6. The sufficiency of the financial resources and the ability of the bidder to provide the service;
7. The quality, availability and adaptability of contractual services to the particular use require; and
8. The number and scope of conditions attached to the bid.

II. Proposal Requirements

A. General Requirements

Inquiries concerning the request for proposals and the subject of the request for proposals should be made to:

Rusty Lameo, Code Enforcement
Town of Kiawah Island
21 Beachwalker Drive

Kiawah Island, SC 29455
(843) 768-9166
rlameo@kiawahisland.org

1. Submission of Proposals:

The following material is required to be received by **1:00 PM on January 13, 2017**, for a proposing firm to be considered. Three (3) originals are required.

- a. *Title Page* showing the request for proposals subject (Beach Patrol); the firm's name; the name, address, telephone and fax number, and email address of the contact person; and the date of the proposal.
- b. *Transmittal Letter*: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for sixty days.
- c. *Submittal Form* (Appendix A)

B. Technical Proposal

2. General Requirements

A complete Submittal Form (Appendix A) shall address the technical aspects of the proposals.

3. Firm Qualifications and Experience

The proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal should be noted, if applicable.

4. Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisor and management staff who would be assigned to the contract and indicate any special skills, education, training and experience that would be applicable to this contract. Staff may be changed if those personnel leave the firm, are promoted, or are otherwise assigned. Those personnel may also be changed for other reasons with the express prior written permission of the Town of Kiawah Island.

5. Equipment

Provide a list of the type and amount of equipment that will be committed to the Town for this contract. Note where equipment will be stored.

6. Similar Engagements with other Government Entities

List other related contracts (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. Indicate the scope of the work, date, and the name and telephone number of the principal client contract.

C. Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing Beach Patrol contract as described in this request for proposal. The total all-inclusive price of bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

III. Nature of Services Required

A. General

The Town of Kiawah Island, South Carolina is requesting proposals from qualified firms to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance in the beach of Kiawah Island, South Carolina. Qualified Persons, as defined in the Sample Contract, shall perform this service. Generally, the contractor shall:

1. Render assistance to those in need;
2. Call for assistance as necessary from the appropriate entities (e.g. Law Enforcement, Emergency Medical Services, Fire Department, Coast Guard, etc.);
3. Monitor and report potentially dangerous and/or illegal activities to the appropriate authorities;
4. Respond to inquiries for information from beachgoers;
5. Assist the Town Code Enforcement Officers and enforce all beach and local ordinances;
6. Assist the Town with special projects, including but not limited to stocking and maintenance of mitt boxes, relocating trash boxes and signposts and assisting in litter pickups.

B. Scope of Work to be Performed

1. The physical limits of the Work will be seaward of the OCRM 40 year setback line and between Captain Sam's Inlet cut in the west and the further most accessible location in the east and from the mean low-water mark one mile out into the Atlantic Ocean (hereinafter "Beach") and not to exclude calls for service in the other navigable waterways surrounding the Town.

2. Contractor employees shall patrol the Beach by driving a Contractor owned and maintained all-terrain vehicle. The vehicles will be no larger than a compact pickup, outfitted to carry the necessary equipment and the ability to transport medical emergencies with the aid of a backboard via the bed of the vehicle. All vehicles shall be the same type (make if possible) and color with approved identifying decals (town seal and beach patrol in visible letters).
3. Contractor employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercrafts equipped with equipment for water rescue.
4. The Town will supply Contractor employees with portable radios to allow the Town and the Contractor to stay in contact. The Contractor will assure the proper operation and maintenance of the portable radios while they are in the possession of the contractor's employees. The cost of damage to the radios due to abuse or misuse by the Contractor will be paid by the Contractor. The Contractor shall also supply a cell phone with a dedicated number for beach patrol.
5. The Contractor shall provide safety, rescue, and medical equipment. The safety equipment must include, but is not limited to, rescue cans, first aid kits, whistles, and binoculars.
6. An Automatic External Defibrillator (AED) will be supplied by the Town. The Contractor shall inspect the AED weekly for serviceability. In the event new batteries or new pads are required, the Contractor shall notify the Town.
7. The Contractor employees shall bury dead marine life on the beach after following the established protocol for such burial, as directed by authorized Town personnel.
8. Employees of the Contractor must know and comply with all beach management ordinances of the Town. Employees of the Contractor are responsible for informing beachgoers not observing Town beach ordinances of their responsibility to do so.
9. The Contractor shall maintain a daily beach activity log and submit such information to the Town. Incident reports of significant events should be submitted to the Town within 24 hours of the event.
10. The Contractor shall maintain the minimum requirements for open water beach patrol and lifeguard agencies in accordance with nationally accepted standards set forth by the United States Lifesaving Association (USLA).

C. Schedules of Work:

1. **October 1st through the Thursday before Easter:**
 - One employee (one vehicle), full coverage of beach throughout the day.
Work day: 8:00am to 5:00pm
2. **Friday before Easter through May 15th:**
 - Two employees (two vehicles), each making coverage of one-half of the beach (Windswept Highrise being the center point of the beach). One vehicle will be operated by the supervisor of the day.
Work day: 8:00am to 6:00pm

3. May 16th through Labor Day (Monday)

- Two employees (two vehicles), each making coverage of one-half of the beach (Windswept Highrise being the center point of the beach). A third employee (third vehicle) will be operated by the supervisor and will operate on the entire beach area.
- Two additional employees (fourth and fifth vehicles) will be utilized during the peak summer season to enhance coverage and responses.
- Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.

Work day: 7:00am to 8:00pm

4. After Labor Day through September 30th:

- Two employees (two vehicles), each making coverage of one-half of the beach (Windswept Highrise being the center point of the beach). One vehicle will be operated by the supervisor of the day.

Work day: 8:00am to 6:00pm

D. Vehicles/Equipment:

1. Five vehicles (in total), 4-wheel drive, no larger than a compact pickup, equipped with a light bar (yellow or white in color) and the ability to carry and transport victims by a rescue or backboard.
2. All vehicles shall be the same type (make and model if possible) and color with approved identifying decals (Town seal and Beach Patrol) in visible lettering.
3. Contractor shall supply all related safety equipment to perform job requirements i.e. torpedo buoys, first aid kits, whistles, bull horns binoculars, etc....
4. 800mhz radios (3) will be supplied by the Town and staged with the contractor. Radios shall be the responsibility of the contractor and all repairs from abuse will be supplied by same.
5. All rescue, safety, and medical equipment shall be supplied by the contractor (except AED, supplied by the Town. Batteries and pads will be supplied after the originals are exhausted).
6. Cell phone with dedicated numbers for beach service shall be supplied by the contractor.

E. Appearance/Physical Ability:

1. All employees shall wear matching uniforms, pre-approved by the Town
2. Uniforms will include a shirt, short, and hat.
3. Uniforms will be worn while on patrol, will be clearly identifiable as beach patrol and marked with Town seal.
4. Jackets, pants, and other items may be worn as approved.
5. All employees shall maintain a professional attitude and appearance.
6. Body piercing jewelry may be worn in one ear only by males, and only one earring per ear for females. No other visible piercing allowed.

7. Tattoos are not in keeping with the Town's professional image and should be covered by the uniform.
8. Clothing shall be neat and clean at all times.
9. Employees shall possess the physical ability to complete all job elements and duties as required.

F. Record Keeping:

Each employee must submit a daily log, including events of their scheduled shift (included will be start/finish and lunch times).

G. Qualifications:

1. Each employee shall possess and keep current the following:
 - a. USLA open water lifeguard certification
 - b. CPR/AED for the Healthcare Provider
 - c. First aid training according to USLA guidelines
 - d. Current South Carolina driver's license
 - e. All certifications must be obtained prior to independent assignment Code enforcement class supplied by Town
 - f. Background check performed by contractor and submitted to Town
 - g. Employee records must be on file with the Town's Administrator
2. Supervisors
 - a. A supervisor will be designated each day
 - b. Must meet all employee qualifications listed above
 - c. Shall ensure reports are submitted in a timely manner.
 - d. Will follow the above schedule for supervision of beach vehicles

APPENDIX A

Offeror's Checklist, Submittal Form, and Non-Collusion Oath

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)**
- Acknowledgment of Addenda (If applicable)
- Minority/Women Owned Business Certification (Preferred but not required)

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

- Equipment List (i.e. type and amount of equipment to be used in the Beach Services.) **(Required)**
- Personnel List (i.e. names and qualifications of persons to be used in this engagement) **(Required)**
- Past experience and record (or reputation) **(Required)**
- Total Cost - All-Inclusive Yearly Price **(Required)**

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 THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. that the offeror has carefully examined specifications for the Services;
2. that the offeror is familiar with all the conditions surrounding the performance of the Services;
3. that, if awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. that the offeror understands that the Owner 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, the offeror will enter and execute a contract as required in the Request for Proposals (RFP);
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.

SUBMITTAL FORM
Page Two

I. EQUIPMENT:

Provide a list of the type and amount of equipment that will be committed to the Town for the Beach Patrol Contract.

II. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function. Please include the name and contact information for the Contact Person who will be charged with the administration of this contract.

III. EXPERIENCE:

At least three (3) references are required, however, you may provide as many as desired in excess of the three (3) required.

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

IV. 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: _____

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 or her 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 _____, 2017

Authorized Signature for Offeror

Please print Offeror's name and address:

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

(Note: Notary seal required for foreign Offeror.)