

## **Town of Kiawah Island Beach Franchise Agreement**

The Town of Kiawah Island, a political subdivision of SC, is seeking a qualified firm for the purpose of providing commercial activity on the beach including but not limited to the rental of beach chairs and umbrellas. If there are any questions or a need for more information contact Tumiko Rucker at (843) 768-9166. Please submit 6 copies of the complete proposal to the Town *on or before Friday, March 20, 2015 at 3pm.*

### **GENERAL OVERVIEW**

Town of Kiawah Island is a residential community with a resort (current population of over 1200 full time residents) located on the southeastern coast of South Carolina. The Town is located approximately 30 miles southwest of Charleston. The Town is 12 square miles and has approximately 10 miles of beach. The Town averages approximately 8,000 visitors daily during peak tourist season. These beachgoers include property owners, renters and hotel guests.

**Operating Areas:** The Franchisee shall provide commercial beach services in the areas represented on the attached map, **Exhibit A**, and identified as “Franchise Area” in blue. *The other areas are excluded.* Your proposal should address coverage of the entire “Franchise Area” as marked.

**Scope of Work:** The franchisee shall provide commercial beach services in the designated area along the beach, but shall not extend into the dunes. The franchisee may conduct activities within the beach area seven (7) days per week, between the hours of 8:30 a.m. and 7:00 p.m. The franchisee must demonstrate the ability to interface with visitors, rental agencies, and Beach Patrol and Town officials in a professional manner to deliver quality services.

Those items that may be leased for use on the beach and ocean include:

- Umbrellas/Cabanas
- Chairs/Lounges
- Back-Rests
- Floats/Body Boards
- Surf Kayaks
- Handicap equipped

Further, food and snack items may be sold and delivered to the beach either from a licensed establishment or via a mobile concession equipped vehicle. No alcoholic beverages may be sold on the beach. Only plastic containers are allowed on the beach. The franchisee is responsible for all litter and debris monitoring and removal. Franchisee must comply with all Town Ordinances and beach regulations.

### **Approach to Work:**

In awarding the beach franchise, the Town shall consider the comparative value of the competing proposals including the consideration of:

- Description of the firm, background, size, and legal status
- Quality of service to be provided
- Level of service to be provided ( proposed staffing levels and equipment available)
- Proposed cooperative partnerships to enhance visitors experience on the beach
- Rates charged to the public for services or products provided
- The financial stability of the responding firm
- The proposed franchise fee payable to the Town (minimum 5% or \$25,000 whichever is greater). The *proposed franchise agreement fee* should include a percentage and dollar amount equal to or greater than the above stated minimums.
- Experience in providing commercial beach activities

Experience: Provide past experience and record of reputation in providing the beach services requested. Include the resumes and professional experience of all key personnel or management level personnel that would be assigned to this contract.

Provide at least three (3) references giving the following information:

Company name  
Contract title  
Contract period  
Scope of work  
Contact name  
Title  
Address  
Telephone number

Explain how your firm will meet the requirements of the requested **scope of work**. Prepare a detailed work plan of how your firm proposes to address the criteria noted in the **approach to work** section, which will be used in evaluating the proposals. Also, provide any additional information that you believe would be helpful in evaluating your proposal.

**EVALUATION FACTORS**

A point assessment evaluation process has will be used to evaluate the respondents’ proposals in the following categories:

<u>Evaluation</u>	<u>Maximum Raw Points</u>
1. Professional Experience	20
2. Competiveness of Proposed Franchise Fee	25
3. Previous References	15
4. Rates to Clients	20
5. Technical Capabilities	20
	<u>Maximum Total Raw Points</u> <u>100</u>

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the Town the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide Beach Franchise Services according to the requirements of this RFP.

- EXHIBIT A: Beach Franchise Map
- EXHIBIT B: General Terms and Conditions
- EXHIBIT C: Offeror’s Checklist and

## Exhibit B

### General Terms And Conditions

#### 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 sealed envelopes, marked and addressed as directed in this RFP. Proposals submitted by fax **will not** be accepted 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. Proposals should be prepared in a way that 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 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. 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.
- F. 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.
- G. 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.
- H. 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 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 Treasurer. 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 Procurement, 21 Beachwalker Drive, Kiawah Island, SC 29455. Questions may be transmitted by fax, 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 Treasurer and 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. A selection committee 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 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 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. 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**

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**

- 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**

- A. Permits shall be acquired and paid for by the successful offeror (i.e. said cost should be included in the proposal price).
- B. If required 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 the County of Charleston 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 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 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 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. Subcontractors**

- A. If any subcontractors will be used for this project, the successful offeror shall provide the Town a list of names of any of the intended subcontractors, the subcontractor's license number(s), and a description of the work to be done by each subcontractor, if requested. Subcontractors are required to be fully licensed.
- 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 any resulting contract from this RFP is incorporated into all subcontracts.

**18. 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.

**19. 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).

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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).

**26. 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 same in the event of non-compliance.

**27. 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 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.

## Exhibit C

### **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)
  
- 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:***

- 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)**
  
- Franchise Fee **(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: \_\_\_\_\_, 2015

**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 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.
8. that the Offeror has provided proof of insurance as required by the Town.

**SUBMITTAL FORM**

**I. PERSONNEL:**

Provide a list of personnel that will be committed to this engagement and their job function. Include pertinent skills, education, training and experience.

**II. EXPERIENCE:**

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

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

**SUBMITTAL FORM**

**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: \_\_\_\_\_

<b>SUBMITTAL FORM</b>
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**III. Franchise Fee:**

In Compliance with Request for Proposals, the undersigned hereby proposes to provide all services materials, equipment, and labor, except as otherwise provided noted, for the Kiawah Beach Franchise agreement in exchange for the following franchise fee or percentage of gross revenues:

<b><i>Proposed Franchise Fee &amp; or %</i></b>
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\$
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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: \_\_\_\_\_

<b>SUBMITTAL FORM</b>
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**TOWN OF KIAWAH ISLAND TAXES:**

Please note that the Purchasing Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes your submittal may be disqualified from consideration. If you wish to inquire as to your tax status you may contact the Charleston County Delinquent Tax Office at (843) 958-4570.

**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.

Does your business have a valid **Charleston County** Business License?

Yes  No If yes, list the number \_\_\_\_\_. Contact (843) 958-4880 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 \_\_\_\_\_, 2015

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.)