

**INVITATION FOR BIDS  
to  
TOWN OF SEABROOK ISLAND**

**IFB 2021-01**

Sealed bids from qualified contractors will be accepted by the Town of Seabrook Island until the Due Date indicated below for all labor, equipment and materials to provide beach patrol services on the beaches of Seabrook Island.

A bid package, consisting of (1) General Terms and Conditions, (2) Special Terms and Conditions, (3) Scope of Services, (4) Form of Contract, (5) Insurance Requirements and (6) Non-Collusion Oath, may be obtained at the Seabrook Island Town Hall during normal business hours, or from the Town website at [www.townofseabrookisland.org](http://www.townofseabrookisland.org). Except as otherwise specifically noted, the entire bid package must be used in preparing bids.

Issue Date:	January 27, 2021
Solicitation Number:	IFB 2021-01
Description of Services:	The Town of Seabrook Island is inviting proposals from qualified firms to provide for beach patrol services to residents and visitors in need of assistances on its beaches.
Bid Security:	Not Required
Pre-Bid Conference:	Not Required
Due Date For Bids:	February 12, 2021, 2:00 PM
Bid Opening Date:	February 12, 2021, 2:30 PM
Bid Opening Location:	Office of the Town Administrator Town of Seabrook Island, SC 2001 Seabrook Island Road Seabrook Island, SC 29455

**INVITATION FOR BIDS**  
**GENERAL TERMS AND CONDITIONS**

**1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS**

- A. There is no standard form of Bid. Bids must be typewritten or computer-generated using a word processor or similar program. The information contained in the Bid should include, but is not limited to:
- (i) the official name, mailing address, email address and telephone number of the individual, firm, or corporation under which the business is conducted, as well as all legal entities which will participate in the provision of goods or services (hereinafter "Bidder" or "Bidders");
  - (ii) the form of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity;
  - (iii) all affiliations, parent-subsidiary relationships and corporate identities, including the names of the principals of such legal entities, must be fully disclosed and explained;
  - (iv) a straightforward, concise description of Bidder's qualifications and ability to satisfy the requirements of this Invitation For Bids (hereinafter "IFB");
  - (v) an acknowledgement of receipt of the entire Bid Package; and
  - (vi) the price the Bidder will charge for the goods or services provided.

The Bid must contain all pricing information relative to providing the goods and/or performing the services described in the IFB. The all-inclusive price is to contain all direct and indirect costs, including all out-of-pocket expenses, for which reimbursement is anticipated.

All Bids must include the IFB solicitation number and must be signed by an official authorized to bind the Bidder.

**All bid packages must contain one original version, at least five (5) paper copies, and one digital copy (PDF format on a USB drive or CD).**

- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to the Office of the Town Administrator, Town of Seabrook Island (hereinafter "Town") at 2001 Seabrook Island Road, Seabrook Island, South Carolina 29455. Each sealed envelope containing a bid shall be marked on the outside with the Bidders' complete name, address, bid number, description of services requested by this IFB (viz., beach patrol

services), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.

- C. **Bids submitted after the “Opening” date and time are considered “Late Bids”. “Late Bids” will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for the opening of bids.
- E. Bidders shall promptly notify the Town Administrator in writing not later than seven (7) days prior to the Due Date, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Office of the Town Administrator not later than seven (7) days prior to the Due Date.
- G. Any interpretation, correction or change of the IFB documents will be made by and posted on the Town’s website as an addendum to the IFB.
- H. No substitutions will be considered after the contract award except by amendment or change order.
- I. The Town seeks a single, qualified company to be responsible for the provision of services described herein (hereinafter “Services”) (although the Town reserves the option to award portions of the project to multiple bidders if such is to the advantage of the Town). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the Town.
- K. The following are included in the Bid Package:
  - (i) Attachment A: Special Instructions / Terms and Conditions
  - (ii) Attachment B: Scope of Services/Specifications
  - (iii) Attachment C: Sample Contract
  - (iv) Attachment D: Insurance Requirements
  - (v) Attachment E: Non-Collusion Oath

## **2. NON-COLLUSION OATH**

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or, in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided in Attachment E.

### **3. BIDDER REPRESENTATIONS**

By submitting a bid, each Bidder represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that its bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Services are to be performed, and has correlated personal observations with the requirements of the proposed contract documents.
- C. The bid is based on the terms, materials, and equipment required by this IFB, without exception.
- D. The Bidder is qualified to provide the Services and, if awarded the contract, will do so in a professional, timely manner using Bidder's best skill and attention.
- E. If Bidder is awarded the contract, it will execute the formal contract called for herein.
- F. If Bidder is awarded the contract, Bidder agrees that:
  - (i) it will provide the insurance coverage as required in Attachment D, Insurance Requirements, and
  - (ii) if the Services or any part thereof are not completed within the required time period, the Bidder will be liable for all damages in accordance with the terms of the formal contract.
- G. Bidder's staff is knowledgeable about and experienced in performing the Services required in this IFB, and the Bidder warrants that it will use its best skill and attention to provide the Services in a professional and timely manner.

### **4. BIDDER'S QUALIFICATIONS**

Before a bid is considered for award, the Bidder may be requested by the Town to submit a statement providing additional information regarding their previous experience in performing comparable Services.

### **5. AWARD OF CONTRACT**

- A. Award of the contract will be made consistent with the criteria in the Town's applicable ordinance, to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to the Town, price and other factors considered.

- B. The Town reserves the right to (1) reject any or all bids and any part of a bid; (2) waive informalities, technical defects, and minor irregularities in bids received not involving price; (3) interview Bidders prior to selecting a successful Bidder; and (4) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.

**6. NOTICE OF AWARD OF CONTRACT**

The successful Bidder will be notified of acceptance of bid by a written notice of award (hereinafter, "Notice of Award") of the contract. The successful Bidder shall not undertake any Services, and the Town will not be responsible for payment for any Services whatsoever undertaken by successful Bidder prior to issuance of the notice to proceed (hereinafter, "Notice to Proceed".)

The successful Bidder shall be required to submit acceptable insurance certificate(s) and endorsement(s) within five (5) business days after the issuance of the Notice of Award.

**7. CONTRACT DOCUMENT**

The successful Bidder shall be required to execute a formal contract (the "Contract") within five (5) business days after issuance of a Notice of Award. It is anticipated that the Contract shall be virtually identical in substance and form to the Sample Contract which is attached hereto as Attachment C (Sample Contract). The only anticipated changes from Attachment C (Sample Contract) will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of Services, or changes pursuant to addenda issued prior to the bid opening.

**Bidders should raise any questions regarding the terms of the Contract or submit the specific language of any requested change to the terms and conditions of the Contract, together with their submitted bid. Any suggested change to the Contract language may affect the Town's consideration of the Bid. No changes to the Contract will be considered after the bid has been accepted.**

Because the signed contract will be substantively and substantially derived from Attachment C (Sample Contract), Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C (Sample Contract), before submitting a bid. Again, Attachment C (Sample Contract), contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the Town to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

If Bidder generally uses an industry standard form of contract, in lieu of submitting requested changes to the Contract, a copy of the industry standard form of contract proposed by the Bidder should be submitted to the Town in electronic format no later than five (5) business days in advance of the Due Date for Bids.

**8. NOTICE TO PROCEED**

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has

submitted acceptable performance and payment bonds (if applicable) to the Town as well as other submittals specified herein and in the Contract which are required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Town Administrator.

**9. STATE AND LOCAL TAXES**

Except as otherwise specifically provided for in the Contract, Contract prices shall *include* all state and local taxes applicable to the Services provided.

The successful Bidder shall calculate, if applicable, that portion of the Contract which is subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by the successful Bidder. If the successful Bidder is a non-South Carolina company, the Town will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes Town with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder 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 the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

**10. PERMITS AND LICENSES**

The successful Bidder, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina or the Town or any other authority having jurisdiction over the Services. Prior to execution of a contract, the successful Bidder and subcontractor may be required to provide a copy of its current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

**11. SUBCONTRACTORS**

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the Services to be done by each subcontractor.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Town Administrator.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include,

but are not limited to, compliance with any applicable licensing regulations.

- D. If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, he or she shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement of the subcontractor.
- E. Nothing contained in any subcontract resulting from this IFB shall create any contractual relationship between any subcontractor of the successful Bidder and the Town.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

**12. INSURANCE REQUIREMENTS**

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required in Attachment D (Insurance Requirements), which is attached hereto and incorporated by reference. The Town shall not execute the Contract until the successful Bidder has submitted acceptable Insurance certificate(s) and endorsement(s), which must be submitted within five (5) business days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such insurance certificate(s) and endorsement(s) shall constitute grounds for the Town to revoke its Notice of Award, forfeit bid security, and award the Contract to another Bidder. The Town may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to the Contract. The successful Bidder shall also require any subcontractors to carry the same coverages in the same amounts.

Faxed Insurance certificate(s) and endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

The Town must be advised immediately of any lapses or changes in required coverage.

**13. INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence or intentional acts of the Town, the successful Bidder shall expressly agree to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The successful Bidder shall expressly agree that to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the successful Bidder and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, to indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of the Contract

to be entered into by the parties. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the Successful Bidder (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, the successful Bidder shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of the Contract resulting from this IFB. The limits of insurance required in such Contract shall not limit the successful Bidder's obligation of indemnification. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

14. **MATERIALS AND WORKMANSHIP**

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies incorporated in the Services and covered by the IFB and provided by the successful Bidder are to be of the most suitable grade for the purposes intended. When requested, the successful Bidder shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services. Machinery, equipment and materials installed and / or used without the Town's prior approval shall be at risk of rejection.

15. **COMPETITIVE BIDDING & BID SECURITY**

Purchases and/or contracts exceeding \$10,000 shall be made in accordance with the competitive bidding procedures set forth in the Town's ordinances, including the requirements for Bid security. Bid security may be waived provided notice of such is given by the Town when Bids are solicited.

16. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this IFB that is deemed privileged and confidential by the Bidder and is so marked in a conspicuous manner will not be disclosed. It is therefore the responsibility of each Bidder to mark as "CONFIDENTIAL" each specific part of the proposal that it considers to be proprietary and confidential.

17. **NON-DISCRIMINATION**

The successful Bidder shall not discriminate against any individual based upon age, sex, race, disability or religion, and shall abide by the requirements set forth in Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause

18. **DRUG FREE WORKPLACE**

The successful Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et. seq., South Carolina Code of Laws, as amended.



19. **INCORPORATION BY REFERENCE**

The contents of this IFB, and any addenda, will become part of the Contract for the Services.

**ATTACHMENT A**  
**SPECIAL INSTRUCTIONS/ TERMS AND CONDITIONS**

1. **PRE-BID CONFERENCE:**

A pre-bid conference is not required.

2. **BID SUBMITTAL DEADLINE:**

Bids will be received until **2:00 PM, on February 12, 2021** (*as indicated on the official clock in the office of the Town Administrator*) after which time all bids will be publicly opened and read on the date and in the location specified in the IFB. Bidders are invited, but are not required, to attend the opening of this bid at the time stated above.

3. **ADDITIONAL INFORMATION INQUIRIES**

Questions or clarifications concerning this IFB should **only** be directed to:

Joseph Cronin  
Town Administrator  
Town of Seabrook Island  
2001 Seabrook Island Road  
Seabrook Island, SC 29455  
Phone: (843) 768-9121  
Email: [jcronin@townofseabrookisland.org](mailto:jcronin@townofseabrookisland.org)

The deadline for the submittal of questions or requests for clarification is 2:00 PM on February 5, 2021.

4. **TERM OF AGREEMENT**

A two (2) year contract with three (3) one-year renewal options is contemplated, subject to an annual review, the satisfactory negotiation of terms and pricing (including days and hours of service and price acceptable to the Town), and the annual appropriation of funds by the Town Council.

5. **QUALIFICATIONS AND EXPERIENCE.**

The Bidder should state the size of the firm, the location of the office from which the Services are to be performed and the number and qualification of the staff to be employed in performance of the Services. The Bidder should identify the principal supervisor and management staff who will be assigned to the Services and indicate any special skills, education, training and experience that would be applicable to the Services. List other related contracts performed in the last three (3) years similar to the proposed Services covered by this IFB. Indicate the date, the name and telephone number of the principal contact.

## **ATTACHMENT B** **SCOPE OF SERVICES**

**SERVICES:** The Town of Seabrook Island is inviting proposals from qualified firms to provide for the safety of residents and visitors in need of assistances on all beaches within the Town. In connection therewith, the required Services shall include the following:

1. Render assistance to those in need including, but not limited to: first aid assistance; water rescue; swim assistance; boat assistance; treatment of minor stings; reuniting lost persons; and responding to inquiries or requests for information from the public;
2. When necessary, call for assistance from appropriate public safety entities (e.g., law enforcement, emergency management services, fire department, U.S. Coast Guard, etc.), and report any observed illegal or dangerous activities to the appropriate authorities in a timely manner;
3. Enforce the Town's Beachfront Management Ordinances (as specified in Chapter 32, Article II, of the Town Code for the Town of Seabrook Island), as well as any other restrictions or regulations lawfully imposed by the Town on users of the beach. To provide for this service, one or more of the Contractor's employees shall be designated by the Town Council as Code Enforcement Officers of the Town. Such employee(s) shall be responsible for informing beachgoers not observing the Town's ordinances of their responsibility to do so, and for the issuance of citations in appropriate circumstances. Employees shall issue citations for violation of the Town's beach ordinance, consistent with the policies adopted by the Town and communicated to the Contractor from time to time. At least one code enforcement officer shall be present on the beach whenever beach patrol personnel are present.
4. Provide trash removal services for up to six (6) trash receptacles placed on the beach by the Town. Trash bags will be provided to the Contractor by the Town. All trash removed from the beach shall be transported to Town Hall and deposited into waste bins which are serviced by the Town's sanitation contractor;
5. To remove, or assist with the removal, of litter, equipment and debris on the beach;
6. Provide all Services in a courteous and professional manner; and
7. Provide weekly activity logs to the Town in an agreed upon format. Significant events shall be reported both to the Town Administrator and Mayor as promptly as is reasonably possible;

**GENERAL REQUIREMENTS:** The Services provided by the Contractor and its employees shall conform to the following general requirements:

1. **UNIFORMS:** All employees shall wear matching uniforms approved by the Town. Uniforms shall display the Town logo. All employees shall maintain a professional

appearance at all times. The Contractor shall remove any employee deemed inappropriate by the Town.

2. **QUALIFICATIONS & TRAINING:**

- a. 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;
- b. The Contractor's employees shall possess the physical and mental ability to adequately and professionally perform the Services.
- c. Each employee involved in providing the Services shall possess and maintain the following:
  - i. USLA open water lifeguard certification;
  - ii. CPR/AED certification;
  - iii. first aid training consistent with United States Life Savings Association Guidelines;
  - iv. a valid South Carolina driver's license;
  - v. background checks performed by the Contractor; and
  - vi. code enforcement training provided by the Town.
- d. All employees shall be adequately trained in water rescue.
- e. The Town shall conduct code enforcement training both on an annual basis and for all new employees. The Contractor shall arrange for all employees to attend code enforcement training and to become familiar with the Town's beach ordinance. New employees must be trained on the beach ordinance before being assigned to Services.
- f. Employee records must be on file with the Town Administrator prior to employee assignment.
- g. Supervisors will be identified to the Town in advance and must be present during each employee shift.

**WORK SITE:** The services shall be provided on the Town's beaches, defined for this purpose as that area bordering on the high-tide line of the Atlantic Ocean east of Capt. Sams inlet lying between the high-tide line and the low-tide line and extending one mile seaward of the low-tide line of the Atlantic Ocean, and for that area bordering on the high-water mark of the North Edisto River, that area between the high-water mark and the low-water mark. For the avoidance of doubt the services shall not exclude calls for assistance in other navigable waterways surrounding the Town.

**EQUIPMENT:** The Contractor shall provide all necessary safety, rescue and medical equipment. The

safety equipment must include, but is not limited to: rescue cans, first aid kits, whistles and binoculars. At least one automatic external defibrillator (AED) will be supplied by the Town and shall remain on the beach any time employees are present. The Contractor shall inspect the AED weekly for serviceability.

Contractors employees shall patrol the beach by driving a Contractor owned vehicle approved by the Town Administrator. The vehicle shall be capable to carrying 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 have identifying decals, including a Town Logo, which is easily visible by beach goers.

The Contractor's employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercraft equipped with equipment for water rescue.

The Town will supply the Contractor's employees with portable radios to allow communication with the Town. The Contractor will be responsible for the cost of any damage to the radios caused by abuse or misuse by the Contractor's employees.

**ATTACHMENT C**  
**FORM OF CONTRACT**

STATE OF SOUTH CAROLINA	)	<b><u>CONTRACT</u></b>
	)	
TOWN OF SEABROOK ISLAND	)	<b>BEACH PATROL SERVICES</b>

**THIS CONTRACT** (hereinafter the "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **TOWN OF SEABROOK ISLAND**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "Town") and **(NAME OF COMPANY/INDIVIDUAL)**, a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Town wishes to contract for beach patrol services ("Services") more specifically described in Exhibit C– Scope of Services; and

**WHEREAS**, the Contractor has represented to the Town that its staff is qualified to provide the Services required, and to perform this Contract in a professional and timely manner; and

**WHEREAS**, the Town has relied upon the above representations by Contractor;

**NOW, THEREFORE**, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

**SECTION 1. Contract Documents**

The Parties agree that the term "Contract Documents" shall include the following, which are attached hereto and incorporated herein by reference as if set out in full:

- Exhibit A: Invitation for Bids (IFB) No. 2021-01
- Exhibit B: IFB No. 2021-01 – General Terms and Conditions
- Exhibit C: IFB No. 2021-01 – Scope of Services
- Exhibit D: IFB No. 2021-01 – Insurance Requirements
- Exhibit E: Contractor’s Insurance certificate(s) and endorsement(s)

**SECTION 2. Performance of Services**

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Services required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

The Contractor shall provide the Services as specified in the Notice to Proceed, but not before said notice is issued. Coordination of the Services and administration of this Contract shall be by the Town Administrator.

**SECTION 3. Contract Price: Payment Terms**

The Town agrees to pay \_\_\_\_\_dollars (\$\_\_\_\_\_) (hereinafter “Contract Price”) to the Contractor for the Contractor’s performance of the Services described in this Contract, plus all reasonable expenses, pre-approved in writing by the Town Administrator, necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein. The Contract Price shall be paid in monthly installments, as follows:

<b>Installment #</b>	<b>Dates Covered (Installment Period)</b>	<b>Payment Amount</b>
1	April 1 – April 30	\$ _____
2	May 1 – May 31	\$ _____
3	June 1 – June 30	\$ _____
4	July 1 – July 31	\$ _____
5	August 1 – August 30	\$ _____
6	September 1 – September 30	\$ _____
<b>TOTAL</b>		\$ _____

The Contractor shall invoice the Town for each Payment Amount within five (5) business days following the closing date of each Installment Period. In no event shall the aggregate total of the invoices for Services so submitted exceed the Contract Price.

**SECTION 4. Term of Contract; Time and Dates of Performance**

The initial term of the Contract shall be for a period of two years, beginning on April 1, 2021, and terminating on March 31, 2023.

During the first two calendar years of the contract (2021 and 2022), the Contractor shall perform the Services on the dates and times and with the personnel and vehicles as follows:

Hours of Operation

<b>Dates of Coverage*</b>	<b># Days</b>	<b>Personnel Per Day</b>	<b>Vehicles Per Day</b>	<b>Hours Per Day</b>
April 1 – May 23	53	1	1	9:00 AM – 5:00 PM (8)
May 24 – August 15	84	4	2	8:00 AM – 8:00 PM (12) Shift 1: 8:00 AM – 4:00 PM (8) Shift 2: 12:00 PM – 8:00 PM (8)
August 16 – September 7	23	2	1	9:00 AM – 5:00 PM (8)

September 8 – September 30	23	1	1	9:00 AM – 5:00 PM (8)
<b>Total</b>	<b>183</b>			

The Contractor shall provide all necessary staff, vehicles and equipment to service up to six (6) trash receptacles on the beach (hereinafter, “Trash Service”). Trash Service shall be provided as follows:

Dates of Coverage	# Days	Times Serviced Per Week	Days of Service*
April 1 – May 23	53	3	Wed, Fri, Sun
May 24 – September 7	107	5	Mon, Wed, Fri, Sat, Sun
September 8 – September 30	23	3	Wed, Fri, Sun

*\* Days of Service may be amended by mutual agreement of both Parties.*

In order to facilitate the provision of Trash Service, the Town shall be responsible for:

- Installing all trash receptacles on the beach on or before April 1<sup>st</sup> of each year;
- Providing trash bags to the Contractor on an as-needed basis; and
- Providing a dumpster or container for the storage and disposal of trash collected from the beach by the Contractor.

Upon request by the Town, and subject to reasonable notice being provided by the Town to the Contractor, the Contractor agrees to provide additional days of Trash Service beyond the intervals specified herein. The Contractor shall invoice the Town, and the Town agrees to pay, for such Additional Services at a rate of \$51.10 per day for each day such additional Trash Service is provided.

Upon reasonable notice to the Contractor during the initial two years of the Contract (or any extension thereof) the Town may request Services on dates other than those specified above. In such event, the Contractor shall use reasonable efforts to accommodate the Town’s request at a cost approximately proportional to the Contract Price. Any changes in the Contract Price, dates of coverage and hours of coverage shall be agreed to in writing by both Parties and attached hereto as an addendum.

The Town reserves the right to renew the initial contract for up to three (3) additional one-year periods if it determines renewal to be in its best interest. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary date of the Contract, or sooner if so requested by the Town. Any request will be evaluated prior to exercising the option to renew. The Town will be the sole judge as to whether any price increase will be approved. If the Town exercises its right of renewal, any changes to the dates of coverage, hours of operation and Contract Price will be agreed in writing and made part of the Contract

The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits, including time for likely delays



caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

**SECTION 5. Insurance Requirements**

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance which meets all of the requirements set forth in Exhibit D – Insurance Requirements, and as included in Exhibit E – Insurance Certificate(s) and Endorsement(s), which are attached hereto and incorporated by reference. The Town may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

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

**SECTION 6. 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 Contractors) shall be binding upon the Contractor throughout the pendency of the provision of Services. The Contractor 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 as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold Town harmless and indemnify same in the event of non-compliance.

**SECTION 7. Contractor's Warranties and Representations**

The Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to provide above described Services in a professional, timely manner. The Contractor is fully qualified to act as the general contractor for the required Services and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Services. The Contractor is familiar with the site at which the Services are to be performed.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Services itself. The Town Administrator may, in writing, require the Contractor to remove from the work site any employee or subcontractor the Town Administrator deems incompetent, careless or otherwise objectionable.

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies so included and provided by the Contractor are to be of the most suitable grade for the purposes intended. When requested, the Contractor shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services provided. Machinery, equipment and materials installed and / or used without the prior approval shall be at risk of rejection.

**SECTION 8. Retention of Records**

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the Town, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

**SECTION 9. State and Local Taxes**

Except as otherwise specifically provided for in the Contract, the Contract Price shall *include* all applicable state and local taxes.

The successful Bidder shall calculate that portion of the Contract which is subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by successful Bidder. If the successful Bidder is a non-South Carolina company, the Town will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes Town with a valid South Carolina Use Tax Registration Certificate Number.

The 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 Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

**SECTION 10. Independent Contractor**

The Contractor is an independent contractor and shall not be deemed the agent or employee of the Town for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the Town, and shall have no power or authority to bind or obligate the Town in any manner, except the Town shall make payment to the Contractor for the Services provided and necessary expenses related thereto as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the Town to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

**SECTION 11. Other Contracts**

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

**SECTION 12. Permits and Licenses**

The successful Bidder, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina or the Town or any other authority having jurisdiction over the provided Services. Prior to execution of a contract, the successful Bidder and subcontractor may be required to provide a copy of its current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

**SECTION 13. Safety, Health, and Security Precautions**

The Contractor shall take proper safety, health and security precautions to protect its workers and the Town's property, workers and the public at all times during the term of this Contract. All

materials shall be stored securely, protected from theft or damage.

**SECTION 14. Conditions Affecting the Services**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location where the Services will be provided, and the general and local conditions which can affect the provision of Services or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Services without additional expense to the Town. The Town assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the Town are expressly stated in this Contract.

**SECTION 15. Repair of Damages**

During the provision of Services, the Contractor will restore or replace, when and as directed by the Town, any public or private property damaged or destroyed by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Services.

**SECTION 16. Damages**

The Contractor expressly agrees that if the required Services, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor shall be liable to the Town for all damages which relate to the Contractor's failure to perform or complete the Services in the manner described above. If the amount of damages are agreed to by the Town and Contractor or awarded by a Court, the Town shall have the right to deduct from and retain, out of monies which may be then due or which may become due and payable to the Contractor, the amount of such damages; and if the amount so retained by the Town is not sufficient to pay in full such damages, the Contractor and/or its sureties shall pay to the Town the amount necessary to effect payment in full of such damages.

**SECTION 17. Suspension of Services**

The Town Administrator may order, in writing, the Contractor to suspend, delay, or interrupt all or any provision of Services for such period of time as he may determine to be appropriate for the convenience of the Town. The Town may suspend performance of its obligations under this Contract in good faith for the convenience of the Town or to investigate matters arising out of the performance of Services.

The Town Administrator may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of the provided Services.

When the Town Administrator orders any suspension of the Services under the paragraph above, the Contractor shall not be entitled to any payment for Services with respect to the period

during which such Services are suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION 18. Modification of Contract**

The Town's Town Administrator has the unilateral right to modify this Contract when the modification is in the best interest of the Town, provided however, the Contractor is given written notice of any such modification and the Town is responsible for paying Contractor for any additional expenses reasonably and necessarily incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the Town in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Town Administrator and the Town is obligated to pay for the Services performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

**SECTION 19. Termination**

**A. For Convenience**

The Town Administrator, by advance written notice, may terminate this Contract when it is in the best interests of the Town. If this Contract is so terminated, the Contractor shall be compensated at the rate specified in the Contract for all necessary and reasonable direct costs of performing the Services to the date of termination. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

**B. For Default**

If the Contractor refuses or fails to perform the Services or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the Town, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the Town, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the Town shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, advance notice for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Services is terminated, it

and its sureties shall be liable for any damage to the Town resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

**C. Termination for Non-Appropriation of Funds**

The Town Administrator, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, Town or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Services actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation or unavailability of funds. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation or unavailability of funds, including, but not limited to, lost profits.

**D. Rights Cumulative**

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION 20. Indemnification**

Except for expenses or liabilities arising directly from the negligence or intentional acts of the Town, the Contractor hereby expressly agrees to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The Contractor expressly agrees that to the extent that there is a causal relationship between (A) its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and (B) any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, it shall indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, Contractor shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of this Contract. The limits of insurance required in this Contract shall not limit the Contractor's obligation of

indemnification under this Section. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

**SECTION 21. 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 of 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.

Violation of this clause may result in Contract termination.

**SECTION 22. Labor: Subcontractors**

If any subcontractors will be used for this project, the Contractor shall provide to the Town Administrator 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. The Contractor shall not substitute other subcontractors without the written consent of the Town Administrator. The Contractor shall be responsible for all services performed by a subcontractor as though they had been performed by the Contractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations. If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, he or she shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement. Nothing herein shall create any contractual relationship between any subcontractor and the Town.

It shall be the Contractor's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts

**SECTION 23. Confidentiality and Use of Name**

Contractor agrees that it will not release any information relating to this Contract including without limitation press releases, advertisements, or marketing materials without the prior written consent of the Town.

**SECTION 24. Force Majeure**

The Town will not be liable for contract default or delay due to acts beyond its reasonable

control. Contractor shall inform the Town in writing whenever it becomes aware of facts or circumstances which may delay or prevent its performance.

**SECTION 25. Assignment**

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the Town. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the Town. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

**SECTION 26. Controlling Law**

This Contract shall be governed by the laws of the State of South Carolina.

**SECTION 27. Incorporation by Reference**

The Invitation for Bid applicable to the Services, together with all addenda, attachments and exhibits thereto are hereby incorporated herein by reference into this Contract as if set out in full.

**SECTION 28. Entire Contract**

This Contract constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

**SECTION 29. Severance**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

**SECTION 30. Non-waiver**

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

**SECTION 31. Set-Off**

The Town shall at all time have the right to set-off any amounts owing from the Contractor to the Town against any amount owing from the Town to the Contractor. At the Town's option,



repayment in lieu of set-off may be required.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract under their several seals the day and year first written above.

**Contractor**

**Town of Seabrook Island**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**Exhibits to Beach Patrol Services Contract**

[INSERT] Exhibit A: Invitation for Bids (IFB) No. 2021-01

[INSERT] Exhibit B: IFB No. 2021-01 – General Terms and Conditions

[INSERT] Exhibit C: IFB No. 2021-01 – Scope of Services

[INSERT] Exhibit D: IFB No. 2021-01 – Insurance Requirements

[INSERT] Exhibit E: Contractor’s Insurance certificate(s) and endorsement(s)



**ATTACHMENT E**  
**Non-Collusion Oath**

CITY/TOWN OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the Town and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or itself, to obtain information that would give the Bidder an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Authorized Signature for Bidder

NOTARY PUBLIC FOR THE STATE OF

\_\_\_\_\_

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Bidder's Name

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder's Address:

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

**NOTARY SEAL (Required for Out of State Bidders)**