



**CITY OF HANAHAN FIRE DEPARTMENT  
REQUEST FOR BIDS**

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Solicitation Number: \_\_\_\_\_  
Solicitation Date: \_\_\_\_\_  
Proposal Submission Deadline: \_\_\_\_\_ - \_\_\_\_\_  
Proposed Award Date: \_\_\_\_\_

*City of Hanahan  
Procurement  
1255 Yeamans Hall Road  
Hanahan, South Carolina 29410  
(843) 576-5254*



**CITY OF HANAHAN  
PROCUREMENT DEPARTMENT  
Kitty Farias: Purchasing Agent  
1255 Yeamans Hall Road  
Hanahan, S.C. 29410**

**REQUEST FOR BIDS  
GEAR LOCKERS-HOSES-PUMP INTAKE VALVE  
*City of Hanahan Fire Department***

**PROPOSAL TITLE: RESPIRATOR FIT TESTING SYSTEM**

**PROPOSAL NUMBER: COH# - 071618**

**CLOSING DATE AND TIME: August 16, 2018 @ 2:00 P.M. EST (local)**

**ESTIMATED AWARD DATE: August 20, 2018**

The City of Hanahan Fire Department (HFD) invites you to submit BIDS for the following items:

***RESPIRATOR FIT TESTING SYSTEM***

**PRICING OF ALL ITEMS MUST BE SUBMITTED IN A SEPARATE ENVELOPE FROM BID DOCUMENTS.**

You are invited to submit a bid proposal in accordance with the requirements of this solicitation, which are contained herein. It is requested that your proposal be submitted to the City of Hanahan Procurement Office not later than 2:00 P.M. EST (local time), at which time, depending on the nature of this BID, respondents request(s) may or may not be publicly identified. In the event of possible negotiation(s) with offerors, prices may not be divulged at the time of an open announcement. This information will be provided separately on the last page of each solicitation.

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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="https://cityofhanahan.com/government/administration/purchasing/">https://cityofhanahan.com/government/administration/purchasing/</a>
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**PRE-PROPOSAL CONFERENCE: N/A**

**DEADLINE FOR WRITTEN QUESTIONS IS: August 9, 2018 at by Noon EST.**  
[kfarias@cityofhanahan.com](mailto:kfarias@cityofhanahan.com)

An official authorized to bind the Offeror must sign the proposal and it shall contain a statement to the effect that the proposal shall remain valid for a period of at least 90 calendar days from the closing date for submission of proposal. The proposal must be submitted in a sealed envelope showing the above proposal title, proposal number and closing date/time and Offeror's business name and address.

This Request for BID does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for the articles of goods or services. City of Hanahan reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal if it is in the best interest of the City to do so.

BID document(s) may be picked up from the City of Hanahan Procurement Office, 1255 Yeamans Hall Road, Hanahan, South Carolina 29410. **Offerors can download a copy of the BID document and any amendments from the City of Hanahan Web Site (preferred) or request by email to [kfarias@cityofhanahan.com](mailto:kfarias@cityofhanahan.com).**

WEB ADDRESS: <https://cityofhanahan.com/government/administration/purchasing/>

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SECTION 1 - GENERAL INFORMATION

- 1.1 Bids and Proposals will be considered as specified herein or attached hereto under the terms and conditions of this Request.
- 1.2 A bid or proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in black ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 1.3 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered. Additional information shall be a separate section of the proposal and shall be identified as such.
- 1.4 One (1) clearly identified original and three (3) copies of your proposal are required. The proposal(s) must be bound or stapled; complete, clear and concise.
- 1.5 BIDS will be received by City of Hanahan until 2:00 P.M. on the closing date shown. BIDS must be submitted to or at the time, date and exact location specified to be considered. No late submissions, telegraphic, email or telephone proposals will be accepted.

BIDS TO BE MAILED TO:  
City of Hanahan Procurement Office  
ATTN: Kitty Farias  
1255 Yeamans Hall Road  
Hanahan, S.C. 29410

HAND CARRY/DELIVERY SERVICE  
City of Hanahan Procurement Office  
ATTN: Kitty Farias  
1255 Yeamans Hall Road  
Hanahan, S.C. 29410

- 1.6 Offeror is required to have printed on the envelope or wrapping containing his BID; offeror business name and address, the proposal title, proposal number and the proposal closing date and time.
- 1.7 City of Hanahan shall not be responsible for unidentified BIDS or proposals.
- 1.8 Offerors mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. City of Hanahan is not responsible for proposals delayed by mail and/or delivery services of any nature. Proposal received after the set time for closing will be returned unopened.
- 1.9 BIDS may be withdrawn by offeror prior to, but not after, the time set for the closing. A telegraphic request is acceptable provided it is received before the closing, and written confirmation of the withdrawal has a postmark prior to the closing.
- 1.10 All entries shall be entered in ink or typewritten and shall remain valid for a period of not less than ninety (90) calendar days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in BLUE ink, by the person signing the proposal.

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- 1.11 Offers, amendments thereto or withdrawal requests must be received by the time advertised for BID closing to be timely filed. It is the Offeror's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.
- 1.12 By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
- 1.13 City of Hanahan reserves the right:
- To accept or reject any or all proposals received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the City to do so;
  - To waive any or all informalities;
  - To solicit additional information from the Offerors, or any one Offeror should City of Hanahan deem such information necessary;
  - To consider modifications received at any time before the award is made, if such action is in the best interest of the City; and,
  - To negotiate contract terms, conditions and cost.
- 1.15 This contract will be awarded to the Offeror whose proposal is within the competitive range and determined to be in the best interest of City of Hanahan.
- 1.16 The words "Contractor", "Vendor", "Bidder", "Offeror", "Consultant", "Proposer", BID are used interchangeably throughout this document.
- 1.17 ADDITIONAL INFORMATION/QUESTIONS: Offerors requiring additional information may submit their questions in writing. Questions may be directed to Kitty Farias, Purchasing Agent, at telephone number (843) 576-5254 or email at [kfarias@cityofhanahan.com](mailto:kfarias@cityofhanahan.com). The deadline for submitting written questions is **August 9, 2018 - at Noon - EST.** Verbal information obtained otherwise will not be considered in the awarding of the proposal.
- 1.18 AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion form contained herein shall be signed, notarized, and become a part of the Proposal. **Proposals submitted without this Affidavit may be rejected as nonresponsive.**
- 1.19 AFFIDAVIT OF DELINQUENT TAX: An Affidavit of Delinquent Tax form contained herein shall be signed, notarized, and become a part of the Proposal. **Proposals submitted without this Affidavit may be rejected as nonresponsive.**

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**SECTION 2 -TERMS AND CONDITIONS**

- 2.0 CONTRACT PERIOD: One year from execution of final contract unless otherwise extended or terminated in accordance with solicitation/contract provisions; but no more than three (3) years. Yearly contract renewal will be based on performance on prior year(s). [If applicable].
- 2.1 APPLICABLE REGULATIONS/POLICIES: The Code(s) of the City of Hanahan Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Offeror to be familiar and comply with said regulations/policies.
- 2.2 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 WAIVER: The City reserves the **right** to waive any provisions of this solicitation.
- 2.4 COMPENSATION: The City shall pay the rate as agreed after properly conducted negotiations and award of the contract. The Contractor's employees shall not acquire status as a City employee and shall not accrue sick or annual leave, be eligible to participate in the retirement Systems or have a right to grievances through the City procedures instituted for City personnel.
- 2.5 PUBLIC RELEASE OF INFORMATION: Contractor shall not advertise, issue a press release or otherwise publish information concerning this BID request or contract without prior written consent of the City. The City shall not unreasonably withhold permission. Contractor agrees not to refer to award of this solicitation/contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by City of Hanahan.
- 2.6 PAYMENT TERMS: Contractor will submit invoices to the City, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice, City shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to City back-up data supporting the invoice. City and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by City and is past due thirty (30) days from the date the invoice is received.
- 2.7 TERMINATION: Subject to the provisions below, the City may terminate the solicitation/contract by providing a thirty (30) day written advance notice to Contractor.
- 2.7.1 Termination for Convenience: In the event this solicitation/contract is terminated or cancelled for the convenience of the City, the City will negotiate reasonable termination costs, if any.
- 2.7.2 Non-Appropriations: Any contract entered into by the City shall be subject to cancellation without damages or further obligation when funds are not appropriated or

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otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Any final agreement accepted by the City **MUST** include the following language:

**This contract is approved and funded contingent upon annual appropriations being established by City of Hanahan Council to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing on July 1<sup>st</sup> and terminating on June 30<sup>th</sup> of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract. In the event that an annual appropriation is not approved, City of Hanahan shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.**

2.7.3 Termination for Cause: The City may terminate the contract at any time for the failure of the Contractor to perform any obligation under this solicitation/contract, or for any other good and sufficient cause. The City shall only pay Contractor for services rendered prior to the termination notice date, less any liquidation costs assessed for Contractor non-performance.

2.7.4 Mitigation of Termination Costs: In the event that the contract is terminated, Contractor will be liable for any costs in excess of contract pricing incurred by the City to complete the contract or provide for continuity of services. The City reserves the right to purchase any or all services and materials on the open market. The City will not entertain subsequent offers from the terminated Contractor until these liquidation costs are paid by Contractor.

Such costs may include, but are not limited to, the cost of using the City's employees or employees of any other entity to perform the obligations of the contract. The City may obtain any such reimbursement by deduction from payments otherwise due to Contractor or by any other proper and lawful means. All deductions from any money due Contractor are to be as liquidated damages and not as a penalty. It is the City's intent to give Contractor a reasonable opportunity, whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The City will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the City carries out the work using its forces or another contractor.

- For use of City's forces – actual cost involved.
- For use of another contractor – the amount charged by said contractor.



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The City reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

2.7.5 Excusable Delay: Contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

2.8 S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

2.9 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein, before entering into any contract.

2.10 OFFEROR RESPONSIBILITY: Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract. The Offeror will be required to assume sole responsibility for the complete effort, as required by this BID request. The City will consider the Offeror to be the sole point of contact with regard to contractual matters.

2.11 ROYALTIES, PATENTS, NOTICES AND FEES: Offeror shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall hold the City harmless from loss on account thereof.

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- 2.12 CONFIDENTIALITY: Contractor will maintain confidential any documents or information provided by the City and will not release, distribute or publish same to any third party without prior permission from the City, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the City.
- 2.13 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.
- 2.14 WARRANTY: Contractor **warrants** to City that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.
- 2.15 MATERIALS AND WORKMANSHIP: Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the City.
- 2.16 RELATIONSHIP OF PARTIES: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.17 RIGHTS AND REMEDIES: No provision in this document or in the Offeror's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.18 CLIENT LITIGATION: Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the City, if the City requests such documents, witnesses and/or general assistance. The City shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of the Final Agreement.
- 2.19 SEVERABILITY: Should any section, paragraph, clause, phrase, or provision of any Final Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of any Final Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

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- 2.20. CONTRACTOR LICENSE REQUIREMENT: The contractor shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.
- 2.21 CONTRACT: The City reserves the option to prepare and negotiate a Final Agreement with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. **Vendors should include with their submittal a copy of any proposed standard contract [if required].**
- 2.22 SUBCONTRACTORS: No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City (if applicable, **please include with proposal a list and duties of any subcontractors**). All subcontractors shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. The City reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 2.23. CONTRACTOR LIABILITY: **REMOVED**
- 2.24 ASSIGNMENT CLAUSE: Successful responder will be required to give the City ninety (90) days' notice in the event of a change in the ownership of this contract. The City is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City.
- 2.25 RIGHT OF ENTRY: The City will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work [if applicable]. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment
- 2.26 AUDIT: Contractor's records which pertain to this Contract must be open for inspection and/or audit by the City upon request for a period of five years after each contract year. For audit purposes, the City must verify that the material cost billed as a result of the contract are correct. Contractor must provide the City, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.
- 2.24 PUBLIC RESPONSIBILITY: The City has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the City to any matter of which Contractor becomes aware and believes requires the City to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the City decides to disregard Contractor's

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recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

- 2.25 DRUG-FREE WORKPLACE: Offeror shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended) and shall file a certification form with City of Hanahan in accordance with the same. Aforesaid certification form is provided with this Request for Proposals and shall be executed by the Offeror (or, in case of a corporation, by a duly authorized representative of the corporation) and become a part of the Proposal. Proposals submitted without this Certification may be rejected as nonresponsive.
- 2.26 APPLICABLE LAW AND VENUE: The construction, interpretation and performance of any Final Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The City and Contractor further agree that the Final Agreement shall be deemed to be made and performed in City of Hanahan, South Carolina. For the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be brought in the courts of City of Hanahan, South Carolina.

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**SECTION 3 - SPECIAL INSTRUCTIONS**

3.1 In addition to the other terms and conditions in this solicitation, as amended, the Offeror must agree to the inclusion of contractual articles provided below:

3.1.1 INDEMNIFICATION: The contractor agrees to indemnify and save harmless the City of Hanahan and all City officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the City, its officers, agents and employees.

3.1.2 FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services

3.2 RECEIPT OF BIDS/PROPOSAL: Offerors mailing proposal must allow a sufficient mail delivery period to insure timely receipt of their proposals. Any proposals received after the scheduled opening date and time will be immediately disqualified and will be **returned unopened**.

3.3 PREPARATION OF PROPOSAL:

3.3.1 All bids or Proposals should be complete and carefully worded and must convey all information requested by City of Hanahan. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the BID, City of Hanahan will be the judge as to whether that variance is significant enough to reject the proposal.

3.3.2 Bids or Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

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3.3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound within that single volume.

- **If your proposal includes any comment over and above the specific information requested in our Request for Proposals, you are to include this information as a separate appendix to your proposal.**

3.4 PROPOSAL REQUIREMENTS:

3.4.1 Required Contents of Proposal

Failure to respond to specific requirements may result in disqualification. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City.

Those proposals determined not to be in compliance with provisions of this BID request and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with BID preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer. Failure of a prospective contractor to accept this method of contract development may result in cancellation of the award.

3.4.2 Proposal Format

- Name of the firm responding, including mailing address, telephone number, fax number and email address.
- The name of the person or persons authorized to make representations on behalf of the offeror, binding the firm to a contract.
- A statement that the offer submitted as a result of this solicitation is binding on the offeror for ninety (90) calendar days following the BID due date.
- Signed by authorized person.
- Fee Proposal

3.5 AWARD: An award resulting from this request shall be made to the responsive and responsible Offeror whose BID or Proposal is determined to be most advantageous to City of Hanahan, taking into consideration evaluation criteria. However, the City reserves the right to reject any and all proposals received and, in all cases, City of Hanahan will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this BID.

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- 3.6 Exceptions to Contract Terms and Requirements: Offeror shall clearly identify any proposed **deviations** from the Contract Terms/Requirements/Scope of Work in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this BID request. The exception shall include, at a minimum, the Offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with the Requirements/Scope of Work and the successful Offeror will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the City will make final determination as to suitability and compliance with the scope of work. Proposals submitted not meeting all requirements might be rejected.

**License and Permits**: The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or City of Hanahan.

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**SECTION 4 - PROJECT DESCRIPTIONS AND SPECIFICATIONS**

***BID SPECIFICATIONS:***

- The system shall be compatible with the Scott Safety equipment currently in use by the City of Hanahan Fire Department
- The equipment shall be new and the manufacturer's standard model in current production shall comply with all performance specifications; including all standard functions and accessories as advertised or otherwise represented by the bidder and/or the manufacturer.
- All equipment shall meet or exceed the current OSHA, NIOSH and NFPA standards.
- The system must include all needed software for the proper operations of the system, that includes the most recent updates.
- The system must include required attachments to ensure compatibility with SCBA masks and Scott System currently in use by the City of Hanahan Fire Department
- Preference will be given to those systems that can complete a test in 5 minutes or less.
- The system should require no solutions to perform testing.
- The system proposal must include shipping and handling.

Shipping:

F.O.B.: Destination - Price shall include any shipping charges.

Any variations or substitutions in specifications must be noted

***BID REQUIREMENTS:***

Bids must be submitted in duplicate in **sealed** envelope. The vendor name, opening date, and complete project name must appear legibly on the outside of the envelope. Bids will be accepted until the date and time of opening. **Irrevocable Bid Period:** Bids are irrevocable for a period of 60 calendar days after the bid deadline unless the Facility consents to a different time period. The City of Hanahan Fire Department and/or The City of Hanahan reserves the right to accept or reject any or all bids.

Bids can be delivered or mailed to: City of Hanahan Procurement Officer;  
1255 Yeamans Hall Rd, Hanahan, SC 29410

A vendor information sheet must be attached unless on file with The City of Hanahan.



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**SECTION 5 - PROPOSAL TRANSMITTAL AND AGREEMENT**

The undersigned, having fully familiarized himself with the information contained within this Request for Proposals, (including the Invitation Notice, Instructions to Bidders, General Conditions, Special Conditions (if applicable), Requirements, Local Preference Statement, Bid Sheets, Drug-Free Workplace Certification Form, Affidavits of Offeror, and subsequently received written Amendment as listed below), submit the attached proposal. I verify (to the best of my knowledge and belief) this proposal to be true and correct. All requirements of the Request for Proposals are hereby incorporated into the proposal submitted and shall be incorporated by reference as into and be accepted as the purchase contract.

The Offeror acknowledges the following Amendments (if applicable), have been received and incorporated into this proposal (if applicable):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_, Signature \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_, Signature \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_, Signature \_\_\_\_\_

Respectfully submitted by: \_\_\_\_\_  
(FIRM NAME)

Signature: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

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**SECTION 6 - DEVIATIONS FROM REQUIREMENTS/SPECIFICATIONS**

Please list all deviations from requirements in the space provided below. Please note item number for which you are showing deviations.

**ITEM NO.   DEVIATIONS**

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Company Name

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Signature of Authorized Representative

**CITY OF HANAHAN FIRE DEPARTMENT REQUEST FOR PROPOSAL  
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**ATTACHMENT #1 - NONCOLLUSION AFFIDAVIT OF OFFEROR**

STATE OF \_\_\_\_\_ )  
 )  
CITY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Offeror that has submitted the attached Proposal:
- (2) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposals:
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Berkeley, South Carolina, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

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

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**ATTACHMENT #2 - DRUG-FREE WORKPLACE CERTIFICATION FORM**

**CITY OF HANAHAN**

(OFFEROR/VENDOR OTHER THAN INDIVIDUALS)

This certification is required by the Drug-Free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Offeror/Vendor prior to award that they will maintain a drug-free workplace as defined below. The certification set out below is a material requirement of fact upon which reliance will be placed when determining the award of a Contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Contract, or suspension or debarment from the right to submit bids or proposals for City of Hanahan projects.

For purposes of this Certification "Drug-Free Workplace" is defined as set forth in Section 44-107-20 (1), South Carolina Code of Law (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Offeror's/Vendor's duties under the Contract. Offeror's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-Free Workplace Act.

By signing this document, the Offeror/Vendor hereby certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - 2.1. The damages of drug abuse in the workplace;
  - 2.2. The Offeror's/Vendor's policy of maintaining a drug-free workplace;
  - 2.3. Any available drug counseling, rehabilitation, and employee assistance programs;  
and
  - 2.4. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph #1 above;

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4. Notifying the employee in the statement required by paragraph #1 that, as a condition of employment under the Contract, the employee will:
  - 4.1. Abide by the terms of the statement; and
  - 4.2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Notifying the using agency within ten (10) days after receiving notice under subparagraph #4-b, from an employee or otherwise receiving actual notice of the conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph #4-b with respect to any employee who is convicted:
  - 6.1. Taking appropriate personnel action against the employee up to and including termination; or
  - 6.2. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph #1, 2, 3, 4, 5, and 6 above.

FIRM NAME:

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ADDRESS:

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ATTEST: \_\_\_\_\_ SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**CITY OF HANAHAN FIRE DEPARTMENT REQUEST FOR PROPOSAL**  
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**ATTACHMENT #3 - DELINQUENT TAX AFFIDAVIT**

Please note the Procurement Department shall verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your Proposal may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Berkeley County Delinquent Tax Office at one of the following numbers:

Moncks Corner       (843) 719-4029  
Charleston           (843) 723-3800 extension 4029  
St. Stephen          (843) 567-3136 extension 4029

**IS YOUR BUSINESS DELINQUENT IN PAYING ANY TAXES OWED TO BERKELEY COUNTY? \_\_\_\_\_ (YES OR NO).**

OFFEROR SIGNATURE:

\_\_\_\_\_

OFFEROR NAME:

\_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM NAME:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE:

\_\_\_\_\_

EMAIL: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

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

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**ATTACHMENT #4 - FINAL SIGNATURE PAGE**

Order of Information should be listed in the following order:

- ✓ Cover Letter
- ✓ Signed Transmittal Sheet
- ✓ Scope of Work – Project Descriptions
- ✓ Any Deviations from Requirements as set forth under Section 6
- ✓ Non-Collusion Statement
- ✓ Drug Free Work Place Statement
- ✓ Tax Affidavit
- ✓ Any Licensing
- ✓ Pricing Sheet – Separate Envelope – Marked **Pricing**

Signature below designates the Respondent’s understanding and requirements of this BID.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Signature of Authorized Representative