

City of Myrtle Beach Request for Proposal

RFP 22-R0005 Fire Alarm Inspection, Testing, and Repair

Issue Date: July 21, 2021



First in Service

Issued By:

**Purchasing Division
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577
Phone: 843-918-2170
www.cityofmyrtlebeach.com**



REQUEST FOR PROPOSAL	
RFP # 22-R0005 Fire Alarm Inspection, Testing, and Repair	
Buyer Contact:	Ann Sowers 843-918-2172 asowers@cityofmyrtlebeach.com
Mandatory Pre-Proposal Conference: On-time attendance/sign-in is required for proposal consideration.	Thursday, July 29, 2021 at 10:00AM (local time) City of Myrtle Beach Purchasing Office 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577
Opening Date & Time:	Thursday, August 12, 2021 at 2:00PM (local time)
Proposal Delivery Location:	City of Myrtle Beach Purchasing Office 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577

Bonds: Proposals for a service only that is \$25,000.00 or greater must be accompanied by a bidder's bond or cashier's check in the amount of five percent (5%) of the total dollar amount of the proposal submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

☐ **Public Disclosure:** If proposal contains proprietary, privileged, or confidential information, Offeror **MUST** check box. Failure to check box may be cause for public disclosure. See Section 3.09 for further details.

No proposals will be accepted unless submitted on the forms furnished herein. All pages of the proposal must be in a sealed envelope and delivered in accordance with these instructions:

- The envelope must be marked with company name, proposal number/name, and time/date of proposal opening.
- Proposal packages shall be delivered to the address listed above. The City of Myrtle Beach is not responsible for late or misdirected mail.

If the above criteria are not met, your proposal shall be rejected. Proposals are not subject to public reading.

Offerors are advised that from the date of issue of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications/requests for clarification are to be directed to the Buyer listed above.

It is the intent and purpose of the City of Myrtle Beach that this Request for Proposal promotes competitive proposals. It shall be the Offeror's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than three (3) City of Myrtle Beach business days prior to the proposal opening date.

Offeror to complete this section:

Name of Offeror: _____

Address: _____

Phone Number: _____

E-mail: _____

Please note: Signature is required on page 22.

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS
MUST BE SIGNED AS PART OF REQUEST FOR PROPOSAL PACKAGE**

1.0 SUMMARY

1.01 DOCUMENT INCLUDES:

- 2.0 Authority
 - 2.01 Equal Weight and Force
 - 2.02 Written Explanations
 - 2.03 Disputes with Written Explanations
 - 2.04 Written Addenda
- 3.0 Requirements for Written Proposal Documents
 - 3.01 Availability of Documents
 - 3.02 Responsive Proposals
 - 3.03 Non-Responsive Proposals
 - 3.04 Document Completion
 - 3.05 Contents of Proposal Packet
 - 3.06 Single Package Requirement
 - 3.07 Proposal Submission
 - 3.08 Proposal Delivery/Opening
 - 3.09 Document and Content Ownership
- 4.0 Full Examination
 - 4.01 Thorough Investigation
 - 4.02 Pre-Proposal Meetings
 - 4.03 Evidence of Examination
- 5.0 Pricing
 - 5.01 Unit Pricing
 - 5.02 Cash Discounts
 - 5.03 Changes in Cost
 - 5.04 Price Evaluation
- 6.0 Tax Information
 - 6.01 Sales Tax/Federal Tax
 - 6.02 Payment of Taxes

- 7.0 Material Assessment
 - 7.01 Product Documentation
 - 7.02 SDS
 - 7.03 Evidence of Work/Product
 - 7.04 Sample Submission
 - 7.05 Sample Ownership
 - 7.06 Furnished Items
 - 7.07 Quality of Items
- 8.0 Changes in Specifications
 - 8.01 Authority of Specifications
 - 8.02 Equipment
 - 8.03 Deviation from Specifications
 - 8.04 Material Preference
 - 8.05 Changes after Award
 - 8.06 Equivalent Items
- 9.0 Modifications
 - 9.01 Additional Work
 - 9.02 Adjustments to Items/Work
 - 9.03 Quantity Limits
- 10.0 Bond Requirements
 - 10.01 Proposal Bonds
 - 10.02 Performance/Payment Bonds
- 11.0 Delivery
 - 11.01 Warehouse Deliveries
 - 11.02 Dates
 - 11.03 Delivery Price
 - 11.04 Documentation
 - 11.05 Wrong Deliveries
- 12.0 Award Criteria/Timeline
 - 12.01 Award Criteria
 - 12.02 Contract Issuance
 - 12.03 Commencement of Work
 - 12.04 Contract Timeline
 - 12.05 Notification
 - 12.06 City Business License

- 13.0 Offeror Responsibilities
 - 13.01 Duration of Proposal
 - 13.02 Transfer of Responsibilities
 - 13.03 Drug-Free Workplace
 - 13.04 Subcontractors
 - 13.05 Coordination and Contact
 - 13.06 Liquidated Damages
 - 13.07 Force Majeure
- 14.0 Indemnity Clause
 - 14.01 Hold Harmless
 - 14.02 Failure to Enforce
- 15.0 Federal and State Laws
 - 15.01 Employment Regulations
 - 15.02 Ethics of Employees
 - 15.03 Nondiscrimination in City Contracts
 - 15.04 Compliance with Laws
- 16.0 Financial Accounting
 - 16.01 Availability of Funds
 - 16.02 Payment
 - 16.03 Representation
- 17.0 Proposal Rejection/Withdrawal
 - 17.01 Reasons for Rejection
 - 17.02 Best Interest of the City
 - 17.03 Determination of Responsibility
 - 17.04 Disqualification
 - 17.05 Withdrawal Timeline
- 18.0 Disputes and Protests
 - 18.01 Informal Dispute Resolution
 - 18.02 Formal Dispute Resolution
 - 18.03 Procedures/Timelines
 - 18.04 Stay of the Procurement
 - 18.05 Confidentiality of Information
 - 18.06 Post-Filing Formal Protest Process
 - 18.07 Formal Protest Decision Timeline and Notification
 - 18.08 Appeals

- 19.0 City Reserved Rights
 - 19.01 Reserved Right
 - 19.02 Final Judgment
 - 19.03 Clarification
 - 19.04 Price Increase
 - 19.05 Loss/Damage
 - 19.06 Performance Failure
 - 19.07 Termination for Convenience
 - 19.08 Termination for Default
 - 19.09 Negotiation
- 20.0 ADA Compliance
 - 20.01 Contact Information
- 21.0 Signatures
 - 21.01 Accuracy and Completeness
 - 21.02 Non-Collusion
 - 21.03 Compliance

1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. RFP – Request for Proposal
- C. Offeror – any vendor, proprietor, business, company, service provider, or corporation who submits a proposal to the City.
- D. Proposal – the collection of documents that includes these general instructions, the scope of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.
- E. Addendum – a written change, addition, alteration, correction, or revision to a proposal document.
- F. Bond – provides financial assurance that the proposal has been submitted in good faith, that an offeror will enter into a contract at the amount proposed, and will provide the appropriate performance and payment bonds.
- G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the offeror will not withdraw from the proposal, must be submitted with proposal package if over \$25,000.00
- H. Performance Bond – guarantees execution of the terms of a contract, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.
- I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers associated with the project, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.

2.0 AUTHORITY:

- 2.01 Equal Weight and Force.** The instructions herein contained are given for the purpose of guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.
- 2.02 Written Explanations.** Only written information from the procurement manager or an authorized representative of the purchasing division is binding; therefore no verbal instructions or verbal information from any other source shall be binding on the City. The City shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the purchasing division shall be final and binding upon each Offeror.
- 2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter proposal specifications, those alterations shall be made in the form of written addenda that shall be posted on the City website, and may be advertised in the South Carolina Business Opportunities (SCBO) online publication and the local newspaper. The Offeror is responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the proposal specifications shall be made orally.

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Proposal documents may be obtained through the City of Myrtle Beach website (www.cityofmyrtlebeach.com), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Proposals.** The City of Myrtle Beach will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. A responsive proposal will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a proposal is responsive.

- 3.03 Non-Responsive Proposals.** Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out in blue or black ink and signed by the Offeror. No proposal shall be accepted unless submitted on the forms furnished herein. The format of the proposal documents shall not be altered in any way. Written errors made on the proposal documents prior to submission must be corrected by marking through the entry in blue or black ink and making the correct entry adjacent to the written error and initialed by the Offeror in blue or black ink.
- 3.05 Contents of Proposal Packet.** The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. Alternative proposals shall not be considered. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), for proposed pricing.
- 3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and proposal number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive. It is the Offeror's responsibility to ensure that the proposal is delivered by the official opening date and time. Proposals submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Offeror. Late proposals shall not be opened and will be returned to the Offeror unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are not subject to public opening.
- 3.09 Document and Content Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City and in the public domain.

However, as per the South Carolina State Procurement Code, Section 11-35-410, commercial/financial/price information and design concepts, methods, procedures, and recommendations can be held privileged and confidential, provided that the Offeror clearly marks that information as such. This includes biographical data on key employees. It will be the Offeror's responsibility to label information as proprietary. Failure to clearly identify information as privileged, confidential, and/or proprietary may be cause for public disclosure. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

4.0 FULL EXAMINATION:

- 4.01 Thorough Investigation.** Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Offeror from any obligation in respect to the proposal.
- 4.02 Pre-Proposal Meetings.** When Offerors are required to make site visits or attend mandatory pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City. Offeror must be physically present at the sign-in location with the Buyer at the start of the scheduled meeting time. The official start of each pre-proposal meeting will be determined by the Buyer with an announcement of the time and the final closing for Offerors to sign-in. Any Offeror arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-proposal meeting, and any proposals received shall be considered non-responsive.
- 4.03 Evidence of Examination.** Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.

5.0 PRICING:

- 5.01 Unit Pricing.** Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration shall still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contains non-firm prices.
- 5.02 Cash Discounts.** Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.

5.03 Changes in Cost. If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

5.04 Price Evaluation. The City of Myrtle Beach shall evaluate the Offeror's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other offers submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the estimated proposed price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the Offeror's proposal. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the City. The City may determine that a proposal is unacceptable if the proposed price is materially unbalanced between line items.

6.0 TAX INFORMATION:

6.01 Sales Tax/Federal Tax. The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All prices should be quoted without tax applied. Tax will be applied at the time of invoicing according to the current state sales tax rate.

6.02 Payment of Taxes. The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

7.0 MATERIAL ASSESSMENT:

7.01 Product Documentation. Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

7.02 Safety Data Sheet (SDS). If so requested in the proposed documents, a completed SDS for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.

- 7.03 Evidence of Work/Product.** All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
- 7.04 Sample Submission.** When samples are required with a proposal, they must be submitted with the proposal unless approved by the purchasing manager or purchasing manager's authorized representative.
- 7.05 Sample Ownership.** Samples submitted shall become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.
- 7.06 Furnished Items.** Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- 7.07 Quality of Items.** Offerors shall submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing. Unless otherwise specified, the Offeror shall unconditionally guarantee the items and workmanship being proposed. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Offeror, upon notification and at the expense of the Offeror, shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure to replace items, the City may return the rejected items to the Offeror at the Offeror's risk and expense, or the City may dispose of them as its own property.

8.0 CHANGES IN SPECIFICATIONS:

- 8.01 Authority of Specifications.** It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer, agent, or employee of the City shall affect or modify any of the terms and conditions.
- 8.02 Equipment.** If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
- 8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Offeror strictly accountable to the specifications as written herein.

- 8.04 Material Preference.** The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a proposal.
- 8.05 Changes after Award.** Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Offeror.
- 8.06 Equivalent Items.** For items identified in this proposal as “brand name or equal,” the Offeror’s proposal must indicate each product that is being offered as an “equal” product by providing the following information:
- A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in the proposal
 - B. A clear identification of the item by brand name and make/model number (if any)
 - C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the purchasing buyer
 - D. A clear description of any modifications the Offeror plans to make in a product so that it conforms to the proposal requirements
- Compliance verification is performed by the City purchasing buyer and their requestor(s). The purchasing buyer is required to evaluate “equal” products on the basis of information furnished by the Offeror, or identified in the proposal. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. An Offeror’s product will not be considered as an “equal” product if there is an inadequate description of how the “equal” product meets the salient characteristics specified in the proposal.

9.0 MODIFICATIONS:

- 9.01 Additional Work.** The proposal shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.
- 9.02 Adjustments to Items/Work.** The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.
- 9.03 Quantity Limits.** At the time of award, if required, the City reserves the right to set a maximum dollar limit that may be expended on the project or requirement. Contract

quantities of any and/or all items may be increased, decreased, or eliminated to adjust the contract amount to coincide with the amount of service-related work or supply items to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, decrease, or eliminate the contract quantities in any amount.

10.0 BOND REQUIREMENTS:

10.01 Bid Bonds. If required, Offeror shall supply a bid bond of 5% of the total proposal amount to be submitted with the proposal package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.

10.02 Performance/Payment Bonds. The successful Offeror at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach.) The bond shall be in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds shall be accepted.

11.0 DELIVERY:

11.01 Warehouse Deliveries. Unless otherwise stated in the special instructions section of this proposal request, deliveries will be accepted during the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding City holidays.

11.02 Dates. The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery shall be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

- 11.03 Delivery Price.** Proposal prices are to be Delivered Price (FOB Destination). Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not be responsible for any demurrage charge(s).
- 11.04 Documentation.** Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).
- 11.05 Wrong Deliveries.** In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the purchasing division, the contractor, upon notification, shall immediately remove from the premises any such materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

12.0 AWARD CRITERIA/TIMELINE:

- 12.01 Award Criteria.** For service and supply-related requirements, the award will be made within the time specified to the responsible Offeror meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria shall be used in making this determination:
- A. Superior quality and specification adherence
 - B. Adequate maintenance and service
 - C. Delivery and/or completion time
 - D. Guarantees and warranties
 - E. Company's reputation and financial status
 - F. Past experience and cost with similar or like equipment or service
 - G. Anticipated future cost and experience
 - H. Performance of proponent's equipment by other agencies, plants, and firms
- Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.
- 12.02 Contract Issuance.** The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.
- 12.03 Commencement of Work.** Upon execution and delivery of the contract and insurance certificates, the Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through three hundred sixty-five (365) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to

meet the best interests of the City. Any such adjustment will be made in writing through the Purchasing Office.

- 12.04 Contract Timeline.** In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.
- 12.05 Notification.** Proposal tabulations will be available on-line at www.cityofmyrtlebeach.com/purchasing.html. Winning Offeror shall be notified five (5) City business days after proposal tabulations are posted.
- 12.06 City Business License.** The successful Offeror must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not required to submit a proposal; however, any offeror that receives an award under this proposal shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.

13.0 OFFEROR RESPONSIBILITIES:

- 13.01 Duration of Proposal.** Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal shall not be considered.
- 13.02 Transfer of Responsibilities.** The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.
- 13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Offerors are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Offeror to uphold and enforce this policy is subject to termination of contract.
- 13.04 Subcontractors.** The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the

approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

13.05 Coordination and Contact. The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

13.06 Liquidated Damages. If the Offeror fails to deliver the supplies or perform the services within the time specified in the contract, the Offeror shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$_____ per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate offeror. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Offeror shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Offeror.

13.07 Force Majeure. Neither party shall be held responsible for failure to perform the responsibilities imposed by this proposal due to circumstances beyond reasonable control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes, earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics, pandemics), acts of God, and/or orders of any governmental authority having jurisdiction over such.

14.0 INDEMNITY CLAUSE:

14.01 Hold Harmless. The contractor agrees to indemnify and save harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, from all claims, loss, damage, injury, fines, penalties, demands, actions, suits, and liabilities arising from the contractor's own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the contractor. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees

incurred by the City in response to such claims.

- 14.02. Failure to Enforce.** Failure by the City at any time to enforce the provisions of the proposal shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the proposal.

15.0 FEDERAL AND STATE LAWS:

- 15.01 Employment Regulations.** Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve-month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

- A. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-contractors to do the same; or
- B. To employ only workers who:
 - 1. Possess a valid South Carolina Driver's License or ID issued by the South Carolina Department of Motor Vehicles; or
 - 2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements; or
 - 3. Possess a valid Driver's License or ID card from another state where the requirements are at least as strict as those in South Carolina.

- 15.02 Ethics of Employees.** The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end, for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.

- 15.03 Nondiscrimination in City Contracts.** Any Offeror that enters into a contract for goods or services with the City of Myrtle Beach or any of its boards, agencies, or departments shall implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this proposal. Offer shall not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Furthermore, Offeror agrees to

incorporate the foregoing provisions in all subcontracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

- 15.04 Compliance with Laws.** The Offeror shall, in the performance of work under this proposal, fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, or ordinances, and shall hold the City harmless from any liability resulting from failure of such compliance.

16.0 FINANCIAL ACCOUNTING:

- 16.01 Availability of Funds.** Unless cancelled prior to the RFP opening date, all proposals received on time will be opened as indicated in the solicitation. The City's obligation under this requirement is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise until funds are made available and until the Offeror receives notice of such availability from the City's Purchasing division. If funding is not made available, the RFP will be cancelled.

- 16.02 Payment.** Inspection and acceptance of the material, goods, and/or service by an authorized representative of the City shall be required prior to any payment. After acceptance by the City, payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice.

- 16.03 Representation.** The selected Offeror shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Offeror in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the proposal. Records shall be kept in accordance with sound, generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this proposal. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.

17.0 PROPOSAL REJECTION/WITHDRAWAL:

- 17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a proposal if:
- A. The Offeror misstates or conceals any material fact in the proposal; or if,
 - B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
 - C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis proposal must include all items upon which proposals are invited.
- 17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a

proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.

17.03 Determination of Responsibility. The City may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the City any requested information and data for this purpose at the Offeror's expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Offeror if the evidence fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this proposal.

17.04 Disqualification. Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror's inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.

17.05 Withdrawal Timeline. Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

18.0 DISPUTES AND PROTESTS:

18.01 Informal Dispute Resolution. An Offeror who has a concern with a decision made by the Purchasing Agent or designee, shall first inform the Purchasing Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City's website stating its intention to make a contract award, or the contract is awarded, whichever occurs first, unless the proposal document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Offeror in an attempt to resolve the dispute.

18.02 Formal Dispute Resolution. An Offeror who has a dispute that cannot be resolved by informal efforts may file a written protest with the City of Myrtle Beach in connection with any of the following:

- A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or

agreement was improper.

18.03 Procedures/Timelines. A formal protest may be filed in the following manner:

- A. A protest must be submitted in writing, filed by an Interested Party, and addressed to the Purchasing Agent or designee. An e-mail is not acceptable as a written protest.
- B. The protest must be signed by an authorized agent or representative of the Interested Party.
- C. An administrative fee shall be submitted with the written protest and shall be made in the form of a certified check or money order made payable to the City of Myrtle Beach. The administrative fee will be calculated as five percent (5%) of the protestor's proposal amount. In a case where the protestor did not submit a proposal, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible proposal received by the City. The Administrative fee shall be returned if the protest is upheld; otherwise the fee is non-refundable.
- D. Within five (5) calendar days of discussing the dispute with the Purchasing Agent or designee, the written protest and administrative fee must be received by the Purchasing Agent or designee. A protest received after the five (5) calendar days, or without the appropriate administrative fee, will not be considered.
- E. The written protest shall include:
 - 1. The name and address to which certified mail is received on behalf of the protestor.
 - 2. An appropriate identification of the solicitation, and if a contract has been awarded, the contract number.
 - 3. A complete statement of the reasons for the protest, including exhibits, documents, or other evidence in support of the reasons for the protest.
 - 4. A request for a remedy sought by the protestor.
- F. Upon receipt of the protest, the Purchasing Agent or designee shall promptly deliver a copy of the protest to the City Attorney, and notify the Director of Financial Services and any/all other representatives of City departments associated with the solicitation.

18.04 Stay of the Procurement. When a protest has been timely and appropriately filed before the award of a contract or agreement, the contract or agreement shall not be awarded unless the Purchasing Agent or designee determines that the award of the contract or agreement during the pendency of the protest is necessary to protect substantial interests of the City.

When a protest has been timely and appropriately filed after the award of a contract or agreement, the Purchasing Agent or the designee shall direct the contractor not to engage in any further performance of the contract or agreement, unless the Purchasing Agent or designee determines that the performance under the contract or agreement during the pendency of protest is necessary to protect substantial interest of the City.

18.05 Confidentiality of Information. The Purchasing Agent or designee shall, upon written request, make available to any other interested party information submitted that bears on the substance of the protest, except where information is proprietary, confidential, or otherwise permitted or required to be withheld from disclosure by law or regulation. Persons or other entities that are involved in the protest that want to keep information submitted by them as confidential should request that the information not be disclosed by specifically identifying the confidential information within the documents submitted by indicating on the front page of each document that it contains confidential information.

18.06 Post-Filing Formal Protest Process. Once a protest has been filed appropriately, the Purchasing Agent or designee may, in its sole discretion, may engage in any or all of the following:

- A. Hold a conference between all parties to the protest in which resolution options are explored.
- B. Conduct an investigation of the merits of the protest allegations.
- C. Order the parties to the protest to engage in certain methods of discovery and set limits in terms of discovery scope and time.
- D. Schedule and conduct a protest hearing.

The Purchasing Agent or designee will render a decision on the merits of the protest after engaging in some or none of the activities listed above.

18.07 Formal Protest Decision Timeline and Notification. A decision on a protest shall be made by the Purchasing Agent or designee as expeditiously as possible, but no later than ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Purchasing Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.

18.08 Appeals. To the extent permitted by law or court rules regarding appeals, an appeal of the decision regarding the protest may be made to a court of competent jurisdiction within the time set forth in the Rules.

19.0 CITY RESERVED RIGHTS:

19.01 Reserved Rights. The City of Myrtle Beach expressly reserves the following rights:

- A. To reject any and/or all irregularities in the proposals submitted
- B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D. To make the award to any Offeror who, in the opinion of senior management, is in the best interest of the City.
- E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.

F. Only the evaluation factors specified in this solicitation may be used as a basis for award.

- 19.02 Final Judgment.** If any doubt or difference of opinion arises between the City of Myrtle Beach and the Offeror as to the interpretation of this request for proposal, the decision of the City will be final and binding upon all parties.
- 19.03 Clarification.** The City of Myrtle Beach reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware shall be provided at no cost to the City. The City is not obliged to evaluate any or all products.
- 19.04 Price Increase.** The City of Myrtle Beach reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.
- 19.05 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage of any items during the RFP process.
- 19.06 Performance Failure.** In the event that the Offeror fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Offeror written cure notice of such failure. The Offeror shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the purchasing manager.
- 19.07 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.
- 19.08 Termination for Default.** The performance of work under this proposal may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Offeror, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a

result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.

If the City, in its discretion, determines that the Contractor's breach constitutes a threat to public health, safety, or welfare of any person, or causes willful or negligent damage to City property, the City may terminate the contract immediately, without cure or show cause, effective upon notice in writing to the Contractor. In addition to any other remedies provided by law, the Contractor shall be responsible for all costs incurred by the City as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

19.09 Negotiation. Prior to the notice of award to any offeror, the City of Myrtle Beach may elect to open negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The negotiation period shall be no more than five (5) City business days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that negotiations should commence but fail, the City shall reject any or all proposals.

20.0 ADA COMPLIANCE:

20.01 Contact Information. Questions concerning the proposal requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this proposal package. If you need disability-related accommodations, please contact (843) 918-2170.

21.0 SIGNATURES:

21.01 Accuracy and Completeness. The authorized signer of the proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended are a complete and correct statement of prices.

21.02 Non-Collusion. The authorized signer of the proposal certifies that the proposal is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude an Offeror from submitting a proposal.

21.03 Compliance. By Signature below the Offeror affirms that they have examined, understands and accepts all instructions, specifications and conditions, and shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

Signature of Offeror

Date of Signing

Print Name of Offeror

If more convenient, tabulations are available for pick-up after final award. No proposal tabulations will be faxed.

SCOPE OF WORK

INTENT

It is the intent of this solicitation to establish a term contract to provide inspection, testing, and repair service for fire protection systems located at City of Myrtle Beach facilities listed elsewhere in these specifications. Fire protection systems to be serviced shall include fire alarm and detection systems, fire sprinkler systems, and fire pump systems. Ticketreturn.com Field has a Class I Standpipe System that will be included in this contract. Kitchen hood suppression systems, portable fire extinguishers, emergency lighting, underground water mains, hydrant mains, and fire hydrants are excluded from this contract.

The successful Offeror shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation, and all other items necessary to provide the items required under this contract.

WORK REQUIREMENTS

It shall be the responsibility of the successful Offeror to ensure that all fire protection systems are in fully operable condition by properly inspecting, testing, and repairing as required, the systems as specified.

The Offeror shall be required to schedule and perform, as applicable, semi-annual/annual inspections and testing when due. The Offeror shall be responsible for notifying appropriate City facility management staff or their authorized representative of any needed repairs identified during the inspection and testing service, making the needed repairs when authorized to do so, preparing the proper inspection and testing reports, posting the reports in the required locations, and submitting copies of the reports to the proper personnel upon completion of each inspection and testing service. The Offeror shall also perform routine/emergency repairs on an "as needed" basis.

The successful Offeror shall ensure compliance with all applicable federal, state, county, municipal and local statutes, regulations, standards, codes, and ordinances while performing the services required under this contract including, but not limited to ANSI and OSHA standards, International Fire Code, Standard Fire Prevention Code, NFPA Standard 72-National Fire Alarm and Signaling Code, NFPA 25-Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, NFPA 1962-Standard for the Inspection, Care, and Use of Fire Hose, Couplings and Nozzles and the Service Testing of Fire Hose and NFPA 70-National Electrical Code. The latest edition(s) or when applicable, edition(s) as adopted by the local authority having jurisdiction shall apply.

It shall be the responsibility of the Offeror to remain fully informed of existing and future federal, state, county, municipal, and local statutes, regulations, standards, codes and ordinances pertaining to the services to be performed under this contract. Ignorance on the part of the Offeror shall not, in any way, relieve the Offeror from responsibility for compliance with said statutes, regulations, standards, codes, and ordinances.

The Offeror shall pay all fines and/or penalties assessed the City by any law organization or entity having jurisdiction for the Offeror's violations of applicable statutes, regulations, standards, codes, ordinances and/or orders arising in connection with the Offeror's performance of services under the contract.

SYSTEM SPECIFICATIONS

The type(s) of fire protection system(s) located at each City facility may vary and it is the responsibility of the Offeror to verify the specifications provided herein for each facility.

Inspection and Testing Service

All fire protection systems shall be inspected and tested according to the equipment manufacturer's recommended procedures, these specifications, and the terms and conditions stated herein. Inspection and testing shall be performed on all fire protection systems at all identified City facilities on an annual basis. The cost for inspection and testing shall be all inclusive. All costs, including but not limited to, truck charges, travel time, per diem, mileage, fuel, and labor, shall be included in the inspection and testing prices.

Scheduling Inspection and Testing Service

Effective immediately upon contract award, the Offeror shall begin performing inspection and testing service on any/all systems that are due to be inspected and tested and to begin performing inspection and testing service on all other systems as they become due for inspection and testing. Inspection and testing shall not be performed on any system until the system is due to be inspected and tested.

Inspection and testing service shall be scheduled in advance with all City facilities to prevent interruption of normal or scheduled activities within the facility. Also, prior approval of and scheduling with the City facility is required before primary equipment incidental to the operation of the mechanical system is started/stopped.

Monitored Systems

All fire alarm and detection systems are monitored by the City Police Department with the exception of TicketReturn.com Field, which is monitored by an outside vendor. It shall be the responsibility of the Offeror to coordinate the monitoring feature inspection and testing with the City facility and the Police Department (or outside vendor as applicable) prior to performing the service.

Fire Alarm and Detection Systems

Inspection and testing shall be performed on all fire alarm and detection system equipment and components thereof, including but not limited to, control equipment, emergency communications equipment, annunciators, alarm initiating devices, alarm indicating appliances, and supervising station transmitters and receivers. All equipment, devices, appliances, and components shall be inspected and tested to ensure that all electronic and mechanical components are in good repair and functioning properly.

Fire alarm and detection system inspection and testing service shall include, but is not limited to, the following actions (as applicable to the system being inspected and tested):

1. Prior to inspection and testing, notify the City facility management staff or their authorized representative, building occupants, and the monitoring facility that receives alarm, supervisory or

trouble signals to prevent unnecessary response during testing period. Upon completion of testing, notify all appropriate personnel that testing has been completed.

2. Ensure system is in service prior to inspection and testing.
3. Identify and document any potentially detrimental site and environmental condition(s) that could compromise the performance of mechanical and/or electronic components of the system.
4. Ensure that the system is adequate and suitable in terms of general occupancy environment, operations and conditions of the facility.
5. Ensure that any changes or modifications that have been made to the system are adequate and satisfactory.
6. Ensure that storage of combustibles within the facility is proper in relation to the fire alarm and fire detection system.
7. Visually inspect and functionally test the condition of all control equipment, including but not limited to control/remote panels, fuses, interfaced equipment, lamps, LEDs and primary power supplies.
 - a. Control equipment shall be inspected and tested to verify correct receipt of alarm, supervisory, and trouble signals (inputs), operation of evacuation signals and auxiliary functions (outputs), circuit supervision including detection of open circuits and ground faults, and power supply for detection of loss of AC power and disconnection of secondary batteries.
 - Inspect and test control unit trouble signals.
 - Operation of panel trouble signals shall be verified for proper operation as well as the ring-back feature for systems using a trouble-silencing switch that requires resetting.
 - Disconnect/isolating switches shall be tested to ensure they are performing as intended.
 - When the system has a ground-fault monitoring circuit, the occurrence of ground fault indications shall be verified whenever any installation conductor is grounded.
 - Transmission of signals to off-premise locations shall be tested.
 - An initiating device shall be actuated and receipt of alarm signal at the off-premises location shall be verified.
 - A trouble condition shall be created and receipt of the trouble signal at the off-premises location shall be verified.
 - A supervisory device shall be actuated and receipt of the supervisory signal at the off-premises location shall be verified.
 - When the transmission carrier is capable of operation under a single or multiple fault condition, an initiating device shall be activated during such fault condition and receipt of a trouble signal at the off-premises location shall be verified, in addition to the alarm signal.
 - Fiber optic transmission lines shall be tested in accordance with the manufacturer's instructions. The relative figure for each line shall be recorded in the fire alarm control panel.
 - Each initiating device, indicating appliance, and signaling line circuit shall be tested for correct indication at the control unit.
 - b. The rating and supervision of fuses shall be verified.
 - c. The integrity of single or multiple circuits providing interface between two or more controls panels shall be verified. Test interfaced equipment connections by operating or simulating operation of the equipment being supervised. Signals requiring transmission shall be verified at the control panel.

- d. Lamps and LEDs shall be illuminated.
- e. All secondary (standby power) shall be disconnected and tested under maximum load, including all alarm appliances requiring simultaneous operation. All secondary (standby) power shall be reconnected at end of test. Each redundant power supply shall be tested separately.
 - On both the City facility alarm system and monitoring station system visually inspect batteries for corrosion or leakage and ensure that connections are tight. Check the electrolyte level in lead-acid batteries. Perform appropriate tests such as charger, discharge, load voltage or specific gravity tests on lead-acid, sealed lead-acid or nickel-cadmium batteries. Batteries shall be replaced in accordance with the alarm equipment manufacturer's recommendations or when the recharged battery voltage/current falls below the manufacturer's recommendations. All replacements, noting location and reason for replacement shall be included in the inspection and test report.
- 8. Inspect lightning protection equipment such as transient suppressors.
- 9. Inspect and test emergency communications equipment.
 - a. Amplifier/tone generators shall be tested by verifying correct switching and operation of backup equipment.
 - b. Call-in signal silence function shall be operated and receipt of correct audible and visual signals at control panel shall be verified.
 - c. Off-hook indicator (ring down) shall be tested by installing phone set or removing phone from the hook and verifying receipt of the signal at the control panel.
 - d. Phone jacks shall be visually inspected and communications path through jack shall be initiated.
 - e. All phone sets shall be activated and verified to be operating correctly.
 - f. System performance shall be tested by operating handsets simultaneously and verifying that voice quality and clarity are good.
- 10. Visually inspect and test all annunciators and zones by tripping detector. Perform lamp test, initiate trouble test to remote trouble indicator and test trouble ring-back. If provided, the correct operation of annunciators shall be tested under fault conditions.
- 11. Visually inspect and functionally test all initiating devices.
 - a. Restorable and non-restorable-type link electromechanical releasing devices shall be tested for correct operation by removal of the fusible link and operation of the associated devices.
 - b. Air sampling tests shall be performed, detector alarm response verified through the end sampling port on each pipe run and airflow through all other ports shall be verified.
 - c. Air duct detectors shall be inspected and tested to ensure that the device will sample the air stream.
 - d. Heat detectors shall be inspected and tested using test methods appropriate for the type of heat detector to be tested. A test method shall be used that will not damage non-restorable fixed-temperature elements of a combination rate of rise/fixed-temperature element detector. Two or more restorable fixed-temperature, spot-type heat detectors shall be tested on each initiating circuit annually. Different detectors shall be tested each year and each detector shall be tested within a five (5) year period.

- e. Radiant energy fire detectors (flame and spark/ember) shall be sensitivity tested to ensure that each detector is operating correctly.
 - f. Smoke detectors/alarms shall be inspected and tested. Sensitivity tests shall be performed as required using proper test methods. Sensitivity shall not be tested/measured using any device that administers an unmeasured concentration of smoke or other aerosol into the detector/alarm.
 - g. Projected beam type detectors shall be tested by introducing smoke, other aerosol or an optical filter into the beam path.
 - h. Fire alarm boxes (pull stations), both manual and key-operated pre-signal types, shall be tested for proper operation.
 - i. Water-flow devices and supervisory initiating devices including, but not limited to, control valve, tamper, room/water temperature, water level and low-pressure alarm switches shall be inspected and tested and receipt of signals verified.
12. Inspect and functionally test all alarm indicating appliances including supervised, audible (such as bells, horns, chimes), audible textural (appliances that convey voice messages) and visible (such as strobe) devices to ensure they are operating properly. The sound pressure of audible and audible textural devices shall be measured and recorded. Audible information shall be verified to be distinguishable and understandable. Visible appliances shall be inspected to ensure that they are in the proper locations and functionally tested to ensure that each appliance flashes properly.
13. Inspect and perform tests on supervising station fire alarm system transmitters and supervising station fire alarm system receivers. Tests shall be performed on all system functions and features to ensure correct operation. Initiating devices shall be activated and receipt of the correct initiating device signal shall be verified at the supervising station. Upon completion of the tests the system shall be restored to its functional operating condition. When test jacks are used, the first and last tests shall be made without the use of the test jack. Other tests that are required and are specific to the type of transmitter/receiver being tested shall also be performed.
14. Test door holders ensuring door release devices including closers and latches are operating normally.
15. Test elevator recall relay ensuring relays to primary and alternate floors are operating normally and elevator restarts from fire shutdown service automatically.
16. Test HVAC shutdown outputs to ensure air handler shutdown is normal and air handler(s) restart from shutdown automatically.
17. When authorized to do so, complete any necessary repairs and replace parts as required.
18. Ensure alarm panels are cleared and system is returned to normal operation.

Complete results of the inspection and testing shall be recorded on an NFPA acceptable Inspection and Testing Form. The form shall include for all accessible equipment, devices, appliances and components the type of inspection/testing performed (visual/functional/both), applicable voltages, locations of each initiating device and indicating appliance tested including system address or zone location and the test results. When the operation of a device, circuit or control panel function is simulated, documentation shall reflect that the operation was simulated and shall indicate by whom it was simulated. Any/all problems found and the corrective action taken or recommended in accordance with recognized procedures for care and maintenance shall be fully explained on the form. The form shall also contain the name of the company, name of company employee performing the services and signature of an authorized City facility representative acknowledging satisfactory completion of the services.

The Offeror shall be responsible for placing one (1) copy of the inspection and testing report beside the fire alarm system panel, providing one (1) duplicate copy to the City facility management staff and forwarding one (1) duplicate copy of the report to the City of Myrtle Beach Fire Marshal, PO Box 2468, Myrtle Beach, SC 29578-2468.

Fire Sprinkler Systems

Inspection and testing shall be performed on all fire sprinkler system equipment and components thereof, including, but not limited to, sprinkler heads, piping, hangers/braces, valves, gauges, fire department connections and supervisory and water flow devices. All equipment, devices and components shall be inspected and tested to ensure that all electronic and mechanical components are in good repair and functioning properly.

Fire sprinkler system inspection and testing service shall include, but is not limited to the following actions (as applicable to the system being inspected and tested):

1. Prior to inspection and testing, notify the City facility management staff or their authorized representative, building occupants, and the monitoring facility that receive alarm, supervisory or trouble signals to prevent unnecessary response during testing period. Upon completion of testing, notify all appropriate personnel that testing has been completed.
2. Ensure that system is in service prior to inspection and testing.
3. Identify and document any potentially detrimental site/environmental conditions(s)/clearance issue(s) that could compromise the performance of mechanical and/or electronic components of the system.
4. Inquire about changes in building status that may affect the performance or reliability of the system.
5. Ensure that any changes or modifications that have been made to the sprinkler system are adequate and satisfactory.
6. Ensure that storage of combustibles within the facility is proper in relation to the fire sprinkler system.
7. Inspect building to ensure that system is adequately protected against freezing weather.
8. Inspect all accessible sprinkler heads for adequate clearance and condition to allow for proper spray pattern activation and distribution. Sprinklers shall be checked for proper type and temperature rating, proper installation, obstructions, physical damage/leakage, corrosion, loading, foreign materials, and paint. Testing shall be performed when required.
9. Check supply of spare sprinkler heads for proper types and quantities and ensure wrench for each type of sprinkler head is on hand.
10. Inspect the condition of visible and accessible sprinkler pipes and fittings to ensure that they are in good condition, free from mechanical damage, leakage, corrosion, misalignment, and have no external loads of materials resting or hung from pipes.
11. Inspect hangers and seismic braces to ensure that they are not damaged or loose.
12. Inspect hydraulic nameplate to ensure that it is legible and securely attached to the sprinkler riser.
13. Inspect post indicator valves to ensure they are in good condition and test by opening valve until spring or torsion is felt in the rod to ensure that rod has not become detached from the valve. Valve shall be backed one-quarter turn from the fully open position to prevent jamming.
14. Inspect control valves to ensure that they are accessible, in good condition, in the normal open or closed position, properly sealed, locked or supervised, free from external leaks, and are marked with appropriate signage identifying the system or portion of the system that the valve controls.

Each control valve shall be operated through its full range and returned to its normal position. Yoke valves shall be completely closed and reopened to test valve operation. OS&Y valves shall be backed one-quarter turn from the fully open position to prevent jamming.

15. Inspect alarm valves externally to ensure valves are in good condition and have no physical damage, are in the appropriate open or closed position, gauges indicate normal supply water pressure is being maintained and the retarding chamber or alarm drains are not leaking. Unless tests indicate a greater frequency is necessary, valves shall be inspected internally every five (5) years to ensure all internal parts (strainers, filters, and restriction orifices) operate correctly, move freely, and are in good condition.
16. Inspect check valves to ensure that they are in good condition and are not leaking. Check valves shall be inspected internally every five (5) years to ensure that all internal components operate correctly, move freely, and are in good condition.
17. Inspect pressure reducing/pressure relief control valves to ensure that valves are in good condition, hand wheels are not broken or missing, valves are in the open position, are not leaking, and are maintain downstream/upstream pressures per design criteria. Perform partial flow tests annually to move the valves from their seats. Full flow tests shall be performed every five (5) years, compared to previous test results and adjustments made if necessary.
18. Inspect drain valves and related equipment.
19. Inspect system gauges to ensure that they are in good condition and normal pressure is being maintained. Gauges shall be replaced every five (5) years or tested every five (5) years by comparison with a calibrated gauge.
20. Inspect and test valve supervisory switches to ensure a distinctive signal indicates movement from the valve's normal position or when the stem of the valve has moved from its normal position. The signal shall be restored only at the normal position.
21. Inspect and test water-flow alarm devices, including, but not limited to mechanical water motor gongs, pressure switch and vane-types to ensure they are in good repair and operating correctly.
22. Check fire department hose connections to ensure that they are visible and accessible, caps/plugs are in place and are not damaged, couplings/swivels are not damaged and rotate smoothly, threads are in good condition, gaskets are in place and in good condition, check valve is tight and is not leaking, automatic drain valve and clappers are in place and operating properly, and identification signs are in place. When caps/plugs are missing, the interior of the connection shall be inspected for obstructions and the clapper shall be checked to ensure it is operational over its full range.
23. Inspect and test dry pipe portions of the system (where applicable):
 - a. Inspect valve enclosures and heating equipment to ensure that they are in satisfactory condition. If installed in valve enclosures, low temperature alarms shall be inspected and tested at the beginning of the heating season.
 - b. Inspect gauges to ensure that the gauges on the supply side of the dry pipe valves indicate normal supply water pressures are being maintained and gauges on the system side of the valves indicate the proper ratio of air/nitrogen pressure to water supply pressure is being maintained. Gauges on quick-opening devices shall indicate the same pressure as gauges on the system side of the valve.
 - c. Inspect low air/nitrogen pressure alarms.
 - d. Inspect dry pipe valves externally to ensure they are free of physical damage, trim valves are in appropriate open or closed position, and intermediate chambers are not leaking. Strainers, filters, and restricted orifices shall be inspected internally every five (5) years unless tests indicate a greater frequency is necessary.

- e. Test priming water level to ensure it returns to normal.
 - f. Perform trip tests on dry pipe valves with the control valve partially open and compare with previous trip test results. Every three (3) years the dry pipe valve shall be trip tested with the control valve fully open and the quick-opening device, if provided, in service.
 - g. Test automatic air pressure maintenance devices during the dry pipe valve trip test.
 - h. Test quick-opening devices.
 - i. Drain low points after each operation and before the onset of freezing weather conditions.
 - j. Complete and attach tag to valve showing date of trip test, company name, and name of company employee performing the test.
24. Conduct main drain tests at each riser to determine whether there has been a change in condition of the water supply piping and control valves. Ensure adequate drainage is provided prior to performing tests.
 25. Tag devices when required.
 26. When authorized to do so, complete any necessary repairs and replace parts as required.
 27. Ensure alarm panels are cleared and system is returned to normal operation.

Complete results of the inspection and testing performed shall be recorded on an NFPA acceptable Inspection and Testing Form. Information to be documented shall include, but is not limited to, type of device inspected/tested, location of device, type of inspection/testing performed (visual/functional/both) and applicable flow rates/pressure readings. Any/all problems found and the corrective action taken or recommended in accordance with recognized procedures for care and maintenance shall be fully explained on the form. The form shall also contain the name of the company, name of the company employee performing the services and the signature of an authorized City facility representative acknowledging satisfactory completion of the services.

The Offeror shall be responsible for placing one (1) copy of the inspection and testing report beside the system control valve, providing one (1) duplicate copy to the City facility management staff and forwarding one (1) duplicate copy of the report to the City of Myrtle Beach Fire Marshal, PO Box 2468, Myrtle Beach, SC 29578-2468.

Fire Pump Systems

Inspection and testing shall be performed on all fire pump system equipment and components thereof, including but not limited to, fire pump assemblies, drivers, controllers, fuses, circuit breakers and alarms. All equipment, devices and components shall be inspected and tested to ensure that all electronic and mechanical components are in good repair and functioning properly.

Fire pump system inspection and testing shall include, but is not limited to, the following actions (as applicable to the system being inspected and tested):

1. Prior to inspection and testing, notify the City facility management staff or their authorized representative, building occupants, and the monitoring facility that receives alarm, supervisory or trouble signals to prevent unnecessary response during testing period. Upon completion of testing, notify all appropriate personnel that testing has been completed.
2. Ensure that system is in service prior to inspection and testing.

3. Identify and document any potentially detrimental site/environmental condition(s) or clearance issue(s) that could compromise the performance of mechanical and/or electronic components of the system.
4. Inquire about changes in building status that may affect the performance or reliability of the system.
5. Ensure that any changes or modifications that have been made to the system are adequate and satisfactory.
6. Ensure that storage of combustibles within the facility is proper in relation to the fire pump system.
7. Ensure pump house heating is adequate and ventilating louvers operate freely when fire pump system is housed in pump house.
8. Check pump system conditions to ensure control valves are accessible, in good condition, in the normal open or closed position, properly sealed, locked or supervised, and free from external leaks. Ensure pump suction, discharge and bypass valves are fully open, piping is free from leaks and corrosion, suction/system line pressure gauge readings are normal, suction reservoir is full and wet pit suction screens are in place and unobstructed. Check pump packing glands for discharge. Check for unusual noise or vibrations. Check packing boxes, bearings, or pump casing for overheating and record pump starting pressure. Check pump shaft end play and pump coupling alignment.
9. Check pump electrical system conditions to ensure controller pilot light (power on), transfer switch normal pilot light and isolating switch (standby emergency source) are illuminated, reverse phase alarm pilot light is off or normal phase rotation pilot light is on and oil level in vertical motor sight glass is normal. Test isolating switch and trip circuit breaker. Operate manual starting means (electrical) and inspect and operate emergency manual starting means (without power.) Check electrical connections and inspect wiring for chafing. Check pressure switch settings for proper calibration. Observe the time for motor to accelerate to full speed, record the time controller is on first step (for reduced voltage or reduced current starting) and record the time pump runs after starting (for automatic stop controllers.)
10. Inspect pump system mechanical transmission.
11. Check diesel engine system conditions:
 - a. Ensure controller selector switch is in auto position, battery voltage and charging current readings are normal, battery pilot lights are on or battery failure pilot lights are off, all alarm pilot lights are off and engine running time meter is reading, observe the time for engine to crank, time for engine to reach running speed, engine oil pressure gauge, speed indicator, and water and oil temperature indicators while engine is running and record abnormalities.
 - b. Diesel engine fuel system: Check fuel tank level to ensure it is two-thirds full, inspect and test tank float switch, inspect and test solenoid valve operation, ensure strainer, filter or dirt leg, or combination thereof are clean, ensure there is no water or foreign material in tank, visually inspect flexible hose and connectors, visually inspect piping and inspect and test tank vents and overflow piping to ensure they are unobstructed.
 - c. Diesel engine lubrication system: Check oil level and oil filter, check right angle gear drive oil level, check lube oil heater, check crankcase oil level and ensure crankcase breather is clean.
 - d. Diesel engine cooling system: Check cooling system level, test antifreeze protection level, check and ensure there is adequate cooling water to heat exchanger, visually inspect water pumps, visually inspect and check condition of flexible hoses and connections, check water jacket heater to ensure it is operating properly, inspect combustion air duct work, louvers, and water strainer.

- e. Diesel engine exhaust system: Check for leakage, check drain condensation trap, visually inspect for insulation and fire hazards, test for excessive back pressure, visually inspect exhaust stem hangers and supports, and visually inspect flexible exhaust section.
 - f. Diesel engine battery system: Check electrolyte level, inspect terminals and exterior casing to ensure they are free from corrosion, ensure terminal connections are tight, test specific gravity or state of charge, inspect charger and charge rate, and check equalize charge.
 - g. Diesel engine electrical system: Check control and power wiring connections to ensure they are tight, visually inspect for wiring chafing, test operation of safety devices and alarms, and inspect circuit breakers or fuses.
12. Check steam system conditions to ensure steam pressure gauge reading is normal. Record steam pressure gauge reading and observe time for turbine for each running speed.
 13. Using proper test method(s), test pump assembly under minimum, rated, and peak flows of the fire pump by using pump suction pressures, discharge pressures, and flowmeter measurements to determine total pump output. All water spills shall be mopped dry after testing is complete.
 14. Conduct visual observations, measurements, and adjustments while the pump is running and flowing water during the following output conditions:
 - a. No-flow condition (churn) – Check circulation relief valve for operation to discharge water. When pressure relief valve is installed, observe the valve closely during each flow condition to determine if the pump discharge pressure exceeds the normal operating pressure of the system components and if the valve closes at the proper pressure. Close the valve during flow conditions if necessary to achieve minimum rate characteristics for the pump and reset valve to the normal position at the conclusion of the pump test. Perform test for one-half hour.
 - b. At each flow condition, record electric motor voltage and current on all lines, record pump RPM speed, and record simultaneous reading of pump suction, discharge pressure, and pump discharge flow.
 15. Test automatic transfer switch to ensure the overcurrent protective devices, such as fuses or circuit breakers, do not open by simulating power failure conditions while pump is operating at peak load and verifying that the switch transfers power to the alternate power source and the pump continues to perform at peak load. Remove the power failure condition and verify that after a time delay, the pump is reconnected to the normal power source.
 16. Simulate alarm conditions by activating alarm circuits at alarm sensor locations and observe all local/remote alarm indicating devices (audible/visual) for correct operation.
 17. Inspect suction screen for debris or obstructions after the water-flow test or fire protection system activations are complete.
 18. Check parallel and angular alignment of the pump and driver during the testing for any misalignments.
 19. Evaluate pump performance by:
 - a. Comparing the test results with the initial unadjusted field acceptance test curve or the performance characteristics indicated on the pump nameplate. Degradation in excess of five (5) percent of the pressure of the initial unadjusted acceptance test curve or nameplate shall be investigated to determine the cause of the degraded performance.
 - b. Comparing current and voltage readings to ensure that they do not exceed the rated voltage and rated full-load current multiplied by the permitted motor service factor. Voltage reading at the motor within five (5) percent below or ten (10) percent above the rated (nameplate) voltage shall be considered acceptable.
 20. Ensure all devices are tagged when required.

21. When authorized to do so, complete any necessary repairs and replace parts as required.
22. Ensure alarm panels are cleared and system is returned to normal operation.

Complete results of the inspection and testing performed shall be recorded on an NFPA approved Inspection and Testing Form. The report shall provide comprehensive test results detailing pump performance including a detailed tabulation of the results and a plotted performance curve. All time delay intervals associated with the pump's starting, stopping and energy source transfer shall be recorded. Any/all problems found and the corrective action taken or recommended in accordance with recognized procedures for care and maintenance shall be fully explained on the form. The form shall also contain the name of the company, name of company employee performing the services and signature of an authorized City facility representative acknowledging satisfactory completion of the services.

The Offeror shall be responsible for placing one (1) copy of the inspection and testing report beside the fire sprinkler/fire pump system control valve, providing one (1) duplicate copy to the City facility management staff and forwarding one (1) duplicate copy of the report to the City of Myrtle Beach Fire Marshal, PO Box 2468, Myrtle Beach, SC 29578-2468.

Class I Standpipe Systems

Inspection and testing shall be performed on all Class I standpipe system equipment and components thereof, including, but not limited to, piping, fire hose cabinets/storage devices/rack assemblies, hose connections, fire hose, valves, pressure regulating devices and alarm devices. All equipment, devices and components shall be inspected and tested to ensure that all electronic and mechanical components are in good repair and functioning properly.

Standpipe inspection and testing shall include, but is not limited to, the following actions (as applicable to the system being inspected and tested):

1. Prior to inspection and testing, notify the City facility management staff or their authorized representative, building occupants, and the monitoring facility that receives alarm, supervisory or trouble signals to prevent unnecessary response during testing period. Upon completion of testing, notify all appropriate personnel that testing has been completed.
2. Ensure that system is in service prior to inspection and testing.
3. Identify and document any potentially detrimental site/environmental condition(s) or clearance issue(s) that could compromise the performance of mechanical and/or electronic components of the system.
4. Inquire about changes in building status that may affect the performance or reliability of the system.
5. Ensure that any changes or modifications that have been made to the standpipe system are adequate and satisfactory.
6. Ensure that storage of combustibles within the facility is proper in relation to the standpipe system.
7. Inspect visible piping to ensure there are no damaged, corroded, or leaking pipes and pipe support devices are in place and are not damaged.
8. Inspect hose cabinets for corrosion/damage, ensure cabinet doors open fully and easily, door glazing is not cracked or broken, locks function properly on break-glass type cabinets, glass break devices are attached, valves, hose, and nozzles are easily accessible and cabinets are visible unobstructed and properly identified as containing fire equipment.

9. Inspect hose storage devices to ensure that they are not obstructed, damaged or difficult to operate, nozzle clips are in place, nozzles are correctly contained, and hose racks will swing out at least 90 degrees.
10. Inspect hose rack assembly pressure reducing valves to ensure that hand wheels are not broken or missing and no leaks are present. A partial flow test adequate to move the valve from its seat shall be performed. A full flow test shall be performed every five (5) years, compared to previous results.
11. Inspect hose connections to ensure that hose valves operate smoothly and are not leaking, hose caps are in place and are not damaged, hose threads are not damaged, valve handles are not missing or broken, gaskets are in place and in good condition, restricting devices are in place, and valves are unobstructed. Hose valves shall be tested annually by opening and closing the valve. When hose connections are equipped with pressure reducing valves, inspect the valves to ensure the valve handles are not missing or damaged, outlet hose threads are not damaged, no leaks are present, and the reducer and cap are in place. A partial flow test shall be performed on pressure reducing valves annually to move the valves from their seats. A full flow test shall be performed every five (5) years and compared to previous test results.
12. Inspect fire hose and components:
 - a. Unrack/unreel/unroll hose and physically inspect hose to ensure it is free of debris, has no evidence of mildew, rot, damage by chemicals, burns, cuts, abrasions, or vermin, and has not been vandalized in any way.
 - b. Inspect hose liner at each end of hose to ensure there is no physical evidence of liner delamination.
 - c. Visually inspect hose couplings to ensure that they are in serviceable condition and have no defects that impair operation. Check couplings for internal gaskets, damaged or incompatible threads, corrosion, missing lugs, loose external collars, being out of round, swivels not rotating freely, and slippage on the hose.
 - d. Inspect hose nozzles thoroughly to ensure that they operate smoothly and are in the closed position, there are no obstructions in waterways, there are no missing parts or damage to the tips, threads are in good condition, gaskets are in place and in good condition, adjustments such as pattern selection, etc. are fully operable and shut off valves (if/when applicable) are operating properly.
 - e. If hose fails physical inspection, it shall be taken out of service, repaired and service tested or condemned. A replacement hose must be installed while service testing is performed.
 - f. Perform service testing of hose five (5) years after installation, every three (3) years thereafter, and stencil appropriately, based on date of manufacture and service test pressure.
 - g. Rerack/rereel/reroll hose so that folds do not occur in the same position in those and ensure hose is connected to hose rack nipple for valve.
 - h. Complete and properly attach service tag near female end of hose. Ensure all required information is listed on tag, such as manufacturer, part number, date put in service, inspection date, test date and test results (when applicable), company name, and name of company employee performing inspection/testing.
13. Inspect post indicator valves to ensure they are in good condition and test by opening valve until spring or torsion is felt in the rod to ensure that rod has not become detached from the valve. Valve shall be backed one-quarter turn from the fully open position to prevent jamming.
14. Inspect control valves to ensure that they are accessible, in good condition, in the normal open or closed position, properly sealed, locked or supervised, free from external leaks, and are marked

with appropriate signage identifying the system or portion of the system that the valve controls. Each control valve shall be operated through its full range and returned to its normal position. Yoke valves shall be completely closed and reopened to test valve operation. OS&Y valves shall be backed one-quarter turn from the fully open position to prevent jamming.

15. Inspect alarm valves externally to ensure valves are in good condition and have no physical damage, are in the appropriate open or closed position, gauges indicate normal supply water pressure is being maintained and the retarding chamber or alarm drains are not leaking. Unless tests indicate a greater frequency is necessary, valves shall be inspected internally every five (5) years to ensure all internal parts (strainers, filters, and restriction orifices) operate correctly, move freely, and are in good condition.
16. Inspect check valves to ensure that they are in good condition and are not leaking. Check valves shall be inspected internally every five (5) years to ensure that all internal components operate correctly, move freely, and are in good condition.
17. Inspect system gauges to ensure that they are in good condition and normal pressure is being maintained. Gauges shall be replaced every five (5) years or tested every five (5) years by comparison with a calibrated gauge.
18. Inspect and test valve supervisory switches to ensure a distinctive signal indicates movement from the valve's normal position or when the stem of the valve has moved from its normal position. The signal shall be restored only at the normal position.
19. Inspect and test water-flow alarm devices, including, but not limited to mechanical water motor gongs, pressure switch and vane-types to ensure they are in good repair and operating correctly.
20. Check fire department hose connections to ensure that they are visible and accessible, caps/plugs are in place and are not damaged, couplings/swivels are not damaged and rotate smoothly, threads are in good condition, gaskets are in place and in good condition, check valve is tight and is not leaking, automatic drain valve and clappers are in place and operating properly, and identification signs are in place. When caps/plugs are missing, the interior of the connection shall be inspected for obstructions and the clapper shall be checked to ensure it is operational over its full range.
21. Inspect and test dry pipe portions of the system (where applicable):
 - a. Inspect valve enclosures and heating equipment to ensure that they are in satisfactory condition. If installed in valve enclosures, low temperature alarms shall be inspected and tested at the beginning of heating season.
 - b. Inspect gauges to ensure that the gauges on the supply side of the dry pipe valves indicate normal supply water pressures are being maintained and gauges on the system side of the valves indicate that the proper ratio of air/nitrogen pressure to water supply pressure is being maintained. Gauges on quick-opening devices shall indicate the same pressure as gauges on the system side of the valve.
 - c. Inspect low air/nitrogen pressure alarms.
 - d. Inspect dry pipe valves externally to ensure they are free of physical damage, trim valves are in appropriate open or closed position, and intermediate chambers are not leaking. Strainers, filters, and restricted orifices shall be inspected internally every five (5) years unless tests indicate a greater frequency is necessary.
 - e. Test priming water level to ensure it returns to normal.
 - f. Perform trip tests on dry pipe valves with the control valve partially open and compare with previous trip test results. Every three (3) years the dry pipe valve shall be trip tested with the control valve fully open and the quick-opening device, if provided, in service.
 - g. Test automatic air pressure maintenance devices during the dry pipe valve trip test.

- h. Test quick-opening devices.
 - i. Drain low points after each operation and before the onset of freezing weather conditions.
 - j. Complete and attach tag to valve showing date of trip test, company name, and name of company employee performing the test.
- 22. Perform hydrostatic testing on dry portions of wet standpipe every five (5) years. Hydrostatic pressure shall be tested at requirements in effect at time of installation and test pressure shall be measured at the low elevation point of the individual system or zone being tested, and the inside standpipe piping shall show no leakage. Test requirements and performance to be discussed with authority having jurisdiction (AHJ) prior to testing.
 - 23. Conduct main drain tests to determine whether there has been a change in condition of the water supply piping and control valves. Ensure adequate drainage is provided prior to performing tests. Tests shall be conducted at the low point drain for each standpipe or at the main drain test connection where supply main enters building (when provided.)
 - 24. Perform flow testing when required. Ensure adequate drainage is available before performing the test. Flow test shall be conducted every five (5) years at requirements in effect at time of installation and performed at the most hydraulically remote hose connection of each zone of an automatic standpipe system or at a point dictated by the AHJ to verify the water supply still provides the design pressure at the required flow. The actual test methods and performance criteria shall be discussed in advance with the AHJ.
 - 25. When authorized to do so, complete any necessary repairs and replace any parts required.
 - 26. Ensure alarm panels are cleared and system is returned to normal operation.

Complete results of the inspection and testing performed shall be recorded on an NFPA approved Inspection and Testing Form. Information to be documented shall include, but is not limited to, type of device inspected/tested, location of device, type of inspection/testing performed (visual/functional/both) and applicable flow rates/pressure readings. Any/all problems found and the corrective action taken or recommended in accordance with recognized procedures for care and maintenance shall be fully explained on the form. The form shall also contain the name of the company, name of the company employee performing the services and the signature of an authorized City facility representative acknowledging satisfactory completion of the services.

The Offeror shall be responsible for placing one (1) copy of the inspection and testing report beside the fire sprinkler system control valve, providing one (1) duplicate copy to the City facility management staff and forwarding one (1) duplicate copy of the report to the City of Myrtle Beach Fire Marshal, PO Box 2468, Myrtle Beach, SC 29578-2468.

REPAIR ITEMS IDENTIFIED DURING INSPECTION AND TESTING

Repairs required that are identified during inspection and testing are to be completed only upon approval of the City facility management staff or their authorized representative. The City shall not be responsible for the cost of any repair not properly approved in advance and the City reserves the right to approve or disapprove any repair.

The Offeror shall designate each repair item discovered as routine or emergency on the inspection and testing form to aid the City facility management staff in determining which repair item(s) take priority in

being repaired. Routine repair shall be defined as any single work item that does not constitute an emergency, but should be repaired as soon as possible to eliminate inconvenience to occupants or prevent damage to the facility. Emergency repair shall be defined as any single work item that poses an immediate safety hazard, reduces operational effectiveness, or may result in damage to the facility.

When an emergency repair is required, the Offeror, upon discovery, shall verbally advise the City facility management staff or their authorized representative of the nature and location of the needed repair. This verbal notification shall not relieve the Offeror of the requirement to include the emergency repair item in the inspection and testing report.

When an emergency repair is authorized and performed during normal business hours, the repair shall be charged at the routine service call hourly labor rate. If/when it has been authorized for the repair to be performed outside normal business hours, the emergency service call hourly labor rate shall apply.

The City may, at the City's option, request a written quote for any needed repair prior to approving the repair. When requested, the written quote shall be provided to the requesting facility no later than two (2) working days from date of request. The quote shall include: 1) estimated labor hours to complete repair, 2) itemized list of parts required and cost of each, 3) estimated total cost to complete repair. It shall be the Offeror's responsibility to ensure that the Offeror has all information necessary to prepare as accurate a quote as possible. Upon authorization to complete a repair when a written quote has been provided, actual cost of the work shall not exceed the quoted price without prior approval of the City facility management staff or their authorized representative.

Repair costs for damage caused by the Offeror or Offeror's employees shall be the responsibility of the Offeror and shall not be billable to the City.

ROUTINE/EMERGENCY REPAIR SERVICE ON "AS NEEDED" BASIS

The Offeror shall also perform routine/emergency repair services on an "as needed" basis.

Work required that does not constitute an emergency, but should be repaired as soon as possible to eliminate inconvenience to occupants or prevent damage to the facility shall be defined as a routine repair. Work required that poses an immediate safety hazard, reduces operational effectiveness, or may result in damage to the facility shall be defined as an emergency repair.

The Offeror shall contact a City facility requesting routine repair service within twenty-four (24) hours after receiving notification of the need for repair. Unless instructed otherwise by an authorized City representative, routine repairs shall be completed during normal business hours, as soon as possible after notification of the need for repair services.

The Offeror shall immediately contact a City facility requesting emergency repair service and unless otherwise instructed by City personnel, shall respond on-site within two (2) hours after receiving notification of the need for repair. City personnel may, when requested by the Offeror, assist the Offeror in trying to determine/solve the problem over the telephone, however the City shall bear the sole responsibility in determining what constitutes an emergency and the Offeror shall respond on-site upon the City's request.

When emergency repairs are completed during normal business hours, the repairs shall be billed at the routine repair service hourly labor rate, unless the two (2) hour on-site response time is required and met, in which case the emergency repair service hourly labor rate will apply.

Time charged for routine/emergency repair service calls shall begin upon arrival and beginning work at the job site and shall end upon completion of work and departure from the job site. City facility staff shall be notified of the arrival and departure times of the Offeror.

All costs, including but not limited to, truck charges, travel time, per diem, mileage, fuel and labor shall be included in the routine/ emergency repair service hourly labor rate bid prices. The cost for parts, if required, will be the only charge allowed to be billed separately.

PARTS

The Offeror shall maintain an adequate stock of commonly used replacement parts to ensure that repairs can be completed in a timely manner. All replacement parts used shall be original equipment manufacturer (OEM) parts or approved equals. An approved equal shall meet or exceed the OEM's specifications for the part being replaced.

All electrical parts provided by the Offeror shall be Underwriters Laboratory (UL) listed and comply with all UL standards in cases where UL has published lists and standards applicable for the item required and the application for which its use has been assigned.

The City understands that the Offeror may not supply all parts for all systems currently installed throughout the City. As such, at a minimum, the Offeror must commit to providing all effort necessary in obtaining needed parts for the City.

The City shall use its discretion in obtaining parts. When upon performing an inspection, testing or repair it is determined that replacement parts are needed, the Offeror shall provide an itemized list of the required parts to the management staff of the City facility being serviced and shall obtain management approval prior to replacing the parts. When management approval is given to replace parts, upon request by the City, all damaged/defective parts replaced shall be returned to the City for its inspection. Parts shall be labeled, identifying the part(s), the system(s) and the location(s) within the system(s) from which the parts were removed.

All parts sold to the City must be itemized on the invoice showing the actual cost of the parts to the Offeror plus the percentage of markup over cost for the parts. When charging for installation of parts, parts and labor invoices shall be submitted simultaneously. A manufacturer/supplier's invoice may be requested by the City at any time to substantiate invoice prices for parts.

PARTS WARRANTY

The warranty period for parts furnished shall be for the manufacturer's standard warranty period. The warranty period shall commence upon date of acceptance by the City. The Offeror shall provide an

authorized City representative any written manufacturer warranty documents upon completion of the installation.

SERVICE CALL TELEPHONE NUMBER

The Offeror must maintain at all times during the term of this contract, and shall furnish to each City facility included in the contract, a central service call telephone number that can be reached twenty-four (24) hours a day, seven (7) days a week for repair service. It shall be the Offeror's responsibility to notify each City facility if/when the service call telephone number is changed, out of order, temporarily disconnected, etc.

WORKING HOURS

Working hours shall be defined as follows:

- Normal Business Hours – 8:00 AM through 5:00 PM, Monday through Friday
- Emergency Business Hours – Weekday hours after 5:00 PM, all day Saturday, all day Sunday, and all City holidays

ATTIRE

All Offeror employees shall wear company uniforms or other appropriate attire while performing the services required under the contract. Shirts and shoes must be worn at all times while performing work for the City.

LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATIONS

Each Offer proposing for inspection, testing and repair service for the Fire Alarm and Detection Systems specified herein shall be a licensed "Fire Alarm System Business Contractor", shall possess a valid and current "SC Fire Alarm System Contractor's License" issued by the South Carolina Department of Labor, License and Regulation (LLR) Contractor Licensing Board and shall employ on a full time basis one or more employees who hold National Institute for the Certification of Engineering Technologies (NICET) Level II Technician certifications.

Each Offeror proposing for inspection, testing and repair service for the Fire Sprinkler Systems, Fire Pump Systems and Standpipe Systems specified herein shall be a licensed "Fire Sprinkler Contractor", shall possess a valid and current "SC Fire Sprinkler Contractor's License" issued by the SC LLR Contractor Licensing Board and shall employ on a full time basis one or more employees who hold NICET Level III or IV Technician certifications.

All Offeror employees performing work under this contract must be thoroughly trained and experienced service technicians certified to inspect, test, and repair the specified systems.

After award, should any Offeror or Offeror employee license, permit, or certification be suspended or revoked, notice must be given to the City within five (5) working days.

Additional Licenses, Permits, Registrations and Certifications

The Offeror and all Offeror employees to perform work under this contract must possess any/all other applicable licenses, registrations and/or certifications required to perform the specified services. No license, registration or certification shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

The Offeror shall bear the cost of securing all required licenses, permits, registrations and certifications and for the payment of any/all applicable fees and/or taxes required to perform the services under the contract.

SPECIAL REQUIREMENTS

The Offeror shall coordinate all working hours with the City and the work hours are to be approved by the City. **Once work begins, work will be continuous, conducted daily, and not delayed for any Offeror reason(s).**

It shall be the responsibility of the Offeror to furnish the appropriate service manuals, proper types of tools, equipment and materials required while performing the services under this contract. All materials incorporated in the permanent work shall be new and both workmanship and materials shall be the best of quality.

The Offeror shall guarantee all work performed under this contract against any defects in workmanship and shall satisfactorily correct at no cost to the City any such defect that becomes apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

All work shall be completed in such a manner as to minimize disruption to the normal operation of the facility employees. Access to building(s) must be maintained at all times.

The Offeror shall be totally responsible for the safety of and associated hazards/liabilities of the work to be conducted. Sound safety practices will be adhered to.

The Offeror shall take proper measures to protect adjacent or adjoining property that might be injured and/or damaged by any process of the work to be done. In case of injury or damage, the Offeror shall restore, to the satisfaction of the City and at the Contractor's expense, the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done.

The Offeror shall provide any and all barricades and lights required for the work or portion of the work within which operations are being conducted. All operations and stockpiles of material and/or stored equipment shall be adequately barricaded and lighted.

Upon completion of the work, the Offeror shall be responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work being performed. The entire work area shall be cleaned to a normal or "first class" condition as judged by the City.

ADDITIONS/DELETIONS FROM CONTRACT

During the term of this contract, the City shall reserve the right if/when the need arises, to add/delete facilities to/from the contract.

If/when facilities are to be added to the contract, costs for inspection and testing for added systems shall be determined through negotiation between the City and the Offeror. Costs for routine/emergency repair services for added systems shall be at the price(s) established as a result of this solicitation for such repairs.

If/when a facility is deleted from the contract, the Offeror shall be paid any outstanding balance(s) for service(s) performed on the facility's fire protection system(s) that has/have been satisfactorily completed and accepted by an authorized representative of the City.

In any case of neglect or refusal by the Offeror to perform any extra work authorized by the City or to make satisfactory progress in the execution of the same, the City may employ any person or persons to perform such work and the Offeror shall in no way interfere with the person or persons so employed.

TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base year with an option to renew for four (4) additional one (1) year periods. Upon successful completion of the base year contract term, renewal of the contract may be considered provided both parties agree, the terms and conditions remain the same, and renewal is in the best interest of the City. Should the contract be renewed, the renewal shall be documented by contract and/or purchase order.

PROPOSAL PRICES

Proposal prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

PRICE INCREASES/DECREASES

Proposal prices shall remain firm for the entire term of the purchase order. If required, a price increase may be considered at the beginning of the purchase order renewal period, should the purchase order be renewed, however, the price increase shall not exceed the percentage of price increase established as a result of this proposal. If at any time during the term of this purchase order other customers receive general price decreases, these price decreases must also be afforded to the City.

INVOICING

Services performed for each facility shall be invoiced separately. Invoices shall be submitted for payment upon satisfactory completion of each service. No invoices shall be submitted prior to services being performed.

All invoices shall include the service agreement number, the name of the facility serviced, an itemized list of services performed, cost for each service, and when applicable, total number of labor hours to perform each service, cost of labor hours per service performed and an itemized list of parts and unit cost per part. Invoices shall be submitted to:

City of Myrtle Beach
Financial Management & Reporting Department
PO Box 2468
Myrtle Beach, SC 29578-2468

PROPOSAL SUBMISSION REQUIREMENTS

Proposal shall be organized in the following manner:

- Qualifications - Include certifications and licenses of key employees (1 page per employee)
- Past Performance - Include at least three (3) references with current contact information who are familiar with past work experience (1 page)
- Technical Approach – The statement of work for this proposal is a separate document entitled “22-R0005 Statement of Work.” In order to be considered responsive, Offeror **must** submit both the RFP document and the Statement of work in the same response envelope. Failure to submit any required information may be cause for disqualification.
- Price – This is included as part of the separate document entitled “22-R0005 Statement of Work.”

AWARD CRITERIA

All responsive proposals will be reviewed by an evaluation team. The City of Myrtle Beach will award to the responsible Offeror whose offer will be most advantageous to the City; price and other factors will be considered. The following items in each proposal shall be used to evaluate offers:

- Qualifications – 20%
- Past Performance – 10%
- Technical Approach – 40%
- Price – 30%

The City will conduct a direct comparison of one proposal with another in order to determine which proposal best provides what the City needs, as identified in this solicitation. The City reserves the right to select a proposal that exceeds the minimum, but is not required to do so. Each proposal must respond to the solicitation requirements. Award will be made to the Offeror with the highest rated point total whose proposal meets all requirements of this solicitation. Award will be made on an “all or none” basis.

Exhibit 1 below shows the rubric that will be used to evaluate and compare all responsive proposals.

Exhibit 1 – Evaluation Rubric

Evaluator's Name: _____

Date of Evaluation: _____

Offeror's Name: _____

Category	Maximum Score	Assigned Score
<u>Qualifications</u> <ul style="list-style-type: none">• Certifications and licenses of key employees	20 points	
<u>Past Performance</u> <ul style="list-style-type: none">• References familiar with past work experience	10 points	
<u>Technical Approach</u> <ul style="list-style-type: none">• Full completion of 22-R0005 Statement of Work	40 points	
<u>Price</u> <ul style="list-style-type: none">• Included in 22-R0005 Statement of Work	30 points	
Totals	100 points	

Comments:

**City of Myrtle Beach
INSURANCE REQUIREMENTS**

PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

AUTOMOBILE LIABILITY

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

WORKERS' COMPENSATION INSURANCE

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

EXCESS LIABILITY POLICY

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

POLICY ENDORSEMENTS

The following requirements shall apply to the policy(s) indicated below:

A. General Liability and Automobile Liability

It is understood and agreed that the City of Myrtle Beach, its officials, agents and employees are recognized as additional insured under the policy and, as such, will be provided thirty (30) days written notice by mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the City, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

B. Workers' Compensation

The cancellation provision is hereby amended to provide that the City of Myrtle Beach will be provided thirty (30) days written notice via mail in the event of coverage cancellation.

INSURANCE REQUIREMENTS continued

NOTIFICATION OF INSURANCE COMPANIES

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

CERTIFICATES OF INSURANCE

Contractor shall file with the City a Certificate of Insurance, which shall be approved by the City prior to the inception of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date.

INSURER LICENSING AND RATING

All insurance companies providing coverage to the City, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

INSURANCE COVERAGE ADJUSTMENTS

In response to changing circumstance of loss exposures, the City reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The City will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

If at any time any of the foregoing policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and submit the same for approval to the City. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

HOLD HARMLESS

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

INSURANCE REQUIREMENTS continued

SAMPLE

<i>CERTIFICATE OF INSURANCE</i>					CERTIFICATE NUMBER	
PRODUCER Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
<i>COMPANIES AFFORDING COVERAGE</i>						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999			COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
<i>COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW</i>						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<i>General Liability</i> <input checked="" type="checkbox"/> Commercial General Liability _ Claims Made <input checked="" type="checkbox"/> Occur _ Owners & Contractor's Prot	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	<i>Automobile Liability</i> <input checked="" type="checkbox"/> Any Auto _ All Owned Autos _ Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos_	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$ \$
	<i>Garage Liability</i> _ Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> _ Umbrella Form _ Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<i>Workers Compensation</i> (and Employer's Liability) The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc _ Excl	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits _ Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000
	<i>Other</i>					
Description of Operations/Locations/Vehicles/Special Items: City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
CERTIFICATE HOLDER			CANCELLATION			
City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468			Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.			
			INSURANCE AGENT SIGNATURE			

ADDITIONAL TERMS AND CONDITIONS

1. Include with your proposal at least three (3) references of similar products/services provided by your company. Telephone number and person to contact must be included for proposal consideration.

- 1) _____

- 2) _____

- 3) _____

2. List any exceptions to specifications:

PROPOSAL AND SIGNATURE DOCUMENT

Proposal Number: 22-R0005

The undersigned, as Offeror, declare that we have examined all proposal documents contained herein and will contract, thereon, with the City of Myrtle Beach (hereinafter referred to as the "City") and do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the proposal documents. (If no addenda have been received, please place a zero in the space provided.)

In addition, we propose to furnish the following services in strict conformance to the proposal specifications and proposal invitation issued by the City of Myrtle Beach for this proposal. Any exceptions are clearly noted as required.

We understand that any false statement made to meet any requirements may result in contract cancellation or initiation of action under federal or state laws, or both.

Offeror – Company Name

Mailing Address

Remittance Address (if different from mailing address)

Telephone Number

Fax Number

E-mail

Authorized Signature

Date

Addenda Numbers Received: _____

Printed Name: _____

City Business License Number: _____

South Carolina Sales Tax Registration Number: _____

If no SC Sales Tax Number, please give reason: _____

Federal Tax ID Number (FEIN): _____



**CITY OF MYRTLE BEACH
LOCAL VENDOR PREFERENCE
TO QUALIFY FOR LOCAL PREFERENCE
FORM MUST BE SUBMITTED WITH BID**

APPLICATION OF ELIGIBILITY TO QUALIFY FOR LOCAL VENDOR PREFERENCE WITHIN THE DEFINED BOUNDARIES: MYRTLE BEACH CITY LIMITS, HORRY COUNTY, NESA AREA (NESA area is comprised of Horry, Georgetown, Williamsburg, Florence, Marion, Darlington, Dillon, Chesterfield, and Marlboro Counties).

City of Myrtle Beach Business License: (To qualify for Local Vendor Preference vendor must have had a **City of Myrtle Beach Business License** a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

City of MB Business License Number: _____ Date issued: _____
***NOT Horry County License Number**

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

Physical Address: _____
(To qualify vendor must have maintained a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.)

2. Year business was established in the City of Myrtle Beach / Horry County / NESA area:

Year: _____ County: _____
(Name of County)

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

<u>Bid Amount</u>	<u>Within City Limits</u>	<u>Within Horry County</u>	<u>Within NESA Area</u>
From \$7,500.01 to \$25,000.00	5% of Bid	4% of Bid	3% of Bid
\$25,000.01 and up	\$500.00 plus 4% of amount above \$25,000.00 with the maximum being \$2,000.00 including the \$500.00	\$400.00 plus 3% of amount above \$25,000.00 with the maximum being \$1,800.00 including the \$400.00	\$300.00 plus 2% of amount above \$25,000.00 with the maximum being \$1,600.00 including the \$300.00

If company/individual performs services on City property a Certificate of Insurance **must be** provided prior to commencement of work meeting requirements of the City.

The vendor must submit this copy of the Local Vendor Preference Certificate with their proposal.

An eligible business shall maintain such status throughout the term of any contract with the City. Failure to maintain such status or to keep current on all fees and taxes owed the City shall be grounds to terminate the contract.