

**City of Myrtle Beach
Invitation for Bid**

**IFB 23-B0001
Police Vehicle Equipment and Installation**

Issue Date: July 21, 2022



First in Service

Issued By:

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

City of Myrtle Beach Purchasing Division
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577



INVITATION FOR BID	
IFB #23-B0001 Police Vehicle Equipment and Installation	
Buyer Contact:	Brandon Hancock (843) 918-2173 bhancock@cityofmyrtlebeach.com
Mandatory Pre-Bid Conference: On-time attendance/sign-in is required for bid consideration.	N/A
Opening Date & Time:	Thursday, August 4, 2022 2:00P.M.
Bid Opening Location:	City of Myrtle Beach Purchasing Office 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

Bonds: Bids 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 bid submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

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

- The envelope must be marked with the name of bidder, bid number/name, and time/date of bid opening.
- Bid 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 bid shall be rejected. Bids will be opened and read publicly at the time and date specified above.

Bidders 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 Invitation for Bid promotes competitive bidding. It shall be the Bidder'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 Invitation to Bid 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 bid opening date.

Bidder to complete this section:

Name of Bidder: _____

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 INVITATION FOR BID PACKAGE**

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 - 2.02 Written Explanations
 - 2.03 Disputes with Written Explanations
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1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. IFB – Invitation for Bid
- C. Bidder – any vendor, proprietor, business, company, service provider, or corporation who submits a bid to the City.
- D. Bid – 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 bid document.
- F. Bond – provides financial assurance that the bid has been submitted in good faith, that a bidder will enter into a contract at the amount bid, 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 bidder will not withdraw from the bid, must be submitted with bid 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 bid. 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 bid, 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 Bidder.
- 2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Bidder to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the bid in the time and manner set forth herein is a waiver of right to do so upon opening of the bids. Clarifications requested by Bidders must be in writing not less than three (3) days before date and time set for receipt of bids.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter bid 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 Bidder 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 bid specifications shall be made orally.

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Bid 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. Bid documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Bids.** The City of Myrtle Beach will review bids on a pass/fail basis to determine whether the bid is “responsive” to this IFB. A responsive bid 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 bid is responsive.

- 3.03 Non-Responsive Bids.** Bids 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 bid and signature document is provided as part of the solicitation. This form must be used in submitting a bid and all pages of the bid document must be completely filled out in blue or black ink and signed by the Bidder. No bid shall be accepted unless submitted on the forms furnished herein. The format of the bid documents shall not be altered in any way. Written errors made on the bid 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 Bidder in blue or black ink.
- 3.05 Contents of Bid Packet.** The general instructions, scope of work and/or specifications, and the bid and signature document constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. Alternative bids shall not be considered. All bid packet documents, after completion by the Bidder, must be returned with the bid in the same order as received by the Bidder.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this bid request, submit one complete bid package using the attached form(s), if applicable, for bid pricing.
- 3.07 Bid Submission.** Each bid must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and bid 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 bid is considered nonresponsive. It is the Bidder's responsibility to ensure that the bid is delivered by the official opening date and time. Bids 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 Bidder. Late bids shall not be opened and will be returned to the Bidder unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Bid Delivery/Opening.** All bids 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. Bids received prior to the advertised hour of opening shall be securely kept sealed. Bids shall be opened and read publicly at the time so specified on the front cover sheet.
- 3.09 Bid Opening/Emergency Conditions.** In the event of a present, immediate, and/or existing danger that threatens the public's health or safety, the City Procurement Office will be closed to the public. Any scheduled public bid openings will be held in the most responsible and legal manner possible, as dictated by the emergency. If City employees

are able to report to work, then Bidders who are interested in attending a public bid opening shall report to the front door of the Bid Opening Location building as listed in the IFB. Anyone who has arrived by the designated bid opening time will be escorted to the proper area for bid opening. If employees are not able to report to work, then the public bid opening will be rescheduled. Every effort will be made to announce the rescheduled date prior to the published bid opening. If emergency conditions persist beyond the published bid opening date, then Bidders will be notified via addendum as soon as possible with a revised bid opening date.

- 3.10 Document Ownership.** All documents, reports, bids, submittals, working papers or other material submitted to the City from the Bidder shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Bidder. The Bidder 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.** Bidders 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 bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder 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 Bidder from any obligation in respect to the bid.
- 4.02 Pre-Bid Meetings.** When Bidders are required to make site visits or attend mandatory pre-bid meetings, all expenses shall be paid for by the Bidder, unless previous written arrangements are made with the City. Bidder 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-bid meeting will be determined by the Buyer with an announcement of the time and the final closing for contractors to sign-in. Any contractor arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-bid meeting, and any bid received shall be considered non-responsive.
- 4.03 Evidence of Examination.** Submission of a bid shall be considered as conclusive evidence of the Bidder's complete examination, understanding and acceptance of the specifications.

5.0 PRICING:

- 5.01 Unit Pricing.** Unit pricing shall govern over extended prices unless otherwise stated in the special instructions in this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration shall still be given to all Bidders. Also, maximum or ceiling prices should be quoted where possible when bid contains non-firm prices.

- 5.02 Cash Discounts.** Cash discounts, if allowed, should be so stated on the bid 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 bid, 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 Bidder'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 bids submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the bid 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 bid response. 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 bid 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.** Bid 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 bid documents, a completed SDS for the item(s) indicated must be provided with the bid documents. Failure to submit this form upon request may result in rejection of bid.
- 7.03 Evidence of Work/Product.** All Bidders 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 bid.
- 7.04 Sample Submission.** When samples are required with a bid, they must be submitted with the bid 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 Bidder unless previous written arrangements are made with the City.
- 7.06 Furnished Items.** Bidders 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.** Bidders shall submit, with their bid, data necessary to evaluate and determine the quality of the item(s) they are bidding. Unless otherwise specified, the Bidder shall unconditionally guarantee the items and workmanship being bid. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Bidder, upon notification and at the expense of the Bidder, shall replace the items to the complete satisfaction of the City. Upon the Bidder's failure to replace items, the City may return the rejected items to the Bidder at the Bidder'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 bid is for the purchase of equipment, the Bidder 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 bid. 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 Bidder 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 bid.
- 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 Bidder.
- 8.06 Equivalent Items.** For items identified in this bid as “brand name or equal,” the Bidder’s offer 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 bid
 - 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 Bidder plans to make in a product so that it conforms to the bid 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 Bidder, or identified in the bid. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. A Bidder’s product shall 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 bid.

9.0 MODIFICATIONS:

- 9.01 Additional Work.** The bid 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.

10.0 BOND REQUIREMENTS:

10.01 Bid Bonds. If required, Bidder shall supply a bid bond of 5% of the total bid amount to be submitted with the bid 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 Bidder 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 bid request, deliveries shall 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 bid 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 bid request, the Bidder 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 bid can and will be delivered on or before the specified date. The Bidder certifies that the delivery shall be completed in the time the Bidder states, starting at the time the order is placed, provided that the time between the bid opening and the placing of the order does not exceed the number of days stipulated in the bid. The right is reserved to reject any bid on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

11.03 Delivery Price. Bid prices are to be Delivered Price (FOB Destination). Bid 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 shall be made within the time specified to the responsible Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria may also 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 bid, Bidder's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Bidder agrees to accept the contract terms unless substantive changes are made without the approval of the Bidder. Bidder 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 Bidder 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 Bidder 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 bid, the bid may be revoked, and all obligations of the City in connection with the bid may be

canceled.

12.05 Notification. Bid tabulations shall be available on-line at www.cityofmyrtlebeach.com/purchasing.html. Winning Bidder shall be notified five (5) City business days after bid tabulations are posted.

12.06 City Business License. The successful Bidder 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 bid; however, any bidder that receives an award under this bid 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 BIDDER RESPONSIBILITIES:

13.01 Duration of Bid. Bid 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 bid. The successful bid 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 bid time. Price decreases or changes in terms by others after the acceptance of a bid 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, Bidders are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a bid, Bidder certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Bidder 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 Bidder 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 Bidder shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their bid, whether they are the manufacturer or producer of them. Bidder 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 Bidder 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 Bidders 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 Bidder fails to deliver the supplies or perform the services within the time specified in the contract, the Bidder 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 bidder. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Bidder 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 Bidder.

13.07 Force Majeure. Neither party shall be held responsible for failure to perform the responsibilities imposed by this bid 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 protect, defend, indemnify, and hold harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, free and harmless from and against any and all claims, losses, damages, fines, penalties, demands, actions, suits, settlements, costs, charges, fees, or other expenses or 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 and character in connection with the breach by the Contractor of any covenant or condition hereunder, or the negligence or willful misconduct of the Contractor or any of its employees or agents or the fault of the manufacturer of goods supplied by the Contractor. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend at its expense, any claim, loss, or action arising out of or related to a breach of the contract and/or any related covenant or condition thereunder, and/or any negligence or willful misconduct of the Contractor, its employees or agents. 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 bid shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the bid.

15.0 FEDERAL AND STATE LAWS:

15.01 Employment Regulations. Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this bid 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 Bidder 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 bid. Bidder 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, Bidder 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 Bidder shall, in the performance of work under this bid, 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 bid opening date, all bids received on time will be opened as indicated in the solicitation and the names will be indicated on the bid tab. 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 Bidder receives notice of such availability from the City's Purchasing Division. If funding is not made available, the IFB 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 Bidder shall assign a competent account representative acceptable to the City of Myrtle Beach who shall represent the Bidder in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the bid. 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 bid. If the account representative is removed by the Bidder, the new representative must be acceptable to the City.

17.0 BID REJECTION/DISQUALIFICATION/WITHDRAWAL:

17.01 Reasons for Rejection. The City of Myrtle Beach may reject a bid if:

- A. The Bidder misstates or conceals any material fact in the bid; or if,
- B. The bid does not strictly conform to the law or requirements of the bid; or if,
- C. The bid is conditional, except that the Bidder may qualify his/her bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.

17.02 Best Interest of City of Myrtle Beach. The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a

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

17.03 Determination of Responsibility. The City may make such investigation as it deems necessary to determine the ability of a Bidder to furnish the required goods/services, and the Bidder shall furnish to the City any requested information and data for this purpose at the Bidder'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 Bidder if the evidence fails to satisfy the City that such Bidder is properly qualified to carry out the terms of this bid.

17.04 Disqualification. Any of the following factors may be considered just cause to disqualify a bid without further consideration: evidence of either direct or indirect collusion among bidders in regard to the amount, terms, or conditions of the bid; attempts to improperly influence any member of the evaluation team; evidence of bidder's inability to successfully complete required responsibilities and obligations of the bid; existence of any lawsuit, unresolved contractual claim, or dispute between the bidder 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. Bids may be withdrawn on a written request, received from Bidders prior to the bid closing date and time. Negligence on the part of the Bidder in preparing the bid creates no right for withdrawal of the bid after the bid has been opened. No modifications, clarifications, or explanations of any bids shall be allowed after the date and time of closing.

18.0 DISPUTES AND PROTESTS:

18.01 Informal Dispute Resolution. A Bidder 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 bid document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Bidder in an attempt to resolve the dispute.

18.02 Formal Dispute Resolution. A Bidder 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 bid amount. In a case where the protestor did not submit a bid, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible bid 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 bids submitted
- B. To reject any and all bids, 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 Bidder 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 Bidder.

F. Only the evaluation factors specified in this solicitation shall 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 Bidder as to the interpretation of this request for bid, the decision of the City shall 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 Bidder's bid. The failure of the Bidder 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 IFB process.
- 19.06 Performance Failure.** In the event that the Bidder fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Bidder written cure notice of such failure. The Bidder 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 Bidder. 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 Bidder 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 bid 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 Bidder, 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 Correction of Minor Informalities. Prior to the notice of award to any bidder, the City of Myrtle Beach may elect to waive minor informalities or allow the bidder to correct them. Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other bidders and have little or no effect on price, quantity, quality, delivery, or contractual conditions. If minor informalities or bid mistakes are noted, the bidder shall have no more than five (5) City business days to make necessary corrections. In the event that corrections are not acceptable or not received, the City may reject the bid.

20.0 ADA COMPLIANCE:

20.01 Contact Information. Questions concerning the bid requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this bid 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 bid shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their bid for errors and omissions; that the prices stated in their bid are correct and as intended are a complete and correct statement of prices.

21.02 Non-Collusion. The authorized signer of the bid certifies that the bid is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid. 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 a Bidder from making a bid.

21.03 Compliance. By signature below the Bidder affirms that they have examined, understands, and accepts all instructions, specifications, terms and conditions of this solicitation. No additional Bidder terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Bidder 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 Bidders as set forth in law are met.

Signature of Bidder

Date of Signing

Print Name of Bidder

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

SPECIFICATIONS

INTENT

It is the City's intent of this Invitation for Bid (IFB) to establish a term contract for Police vehicle equipment and parts acquisition and installation.

All bidders shall have and maintain the proper staff, facility(s), tools, equipment, experience, knowledge, licenses, certifications, and insurances to satisfy, supply, and perform all specifications of this Contract.

TERM OF CONTRACT

The term of the Contract shall be for a period of one (1) year effective upon notification of award. Upon successful completion of the initial term of the Contract, an option to renew the Contract for four (4) additional (1) year periods will be available, provided both parties agree.

Both parties shall have the right to cancel this Contract at any time by providing thirty (30) days written notice to the other party.

POINT OF CONTACT

All correspondence between the Contractor and the City concerning Police vehicle equipment and installation shall be made through the Myrtle Beach Police Department's Fleet Manager, Sgt. Bishop Gibson: 843-918-1392; bgibson@cityofmyrtlebeach.com, as well as the Buyer from the Purchasing Division.

PARTS AND EQUIPMENT

All parts and equipment supplied by the Contractor to the City must be new. No used or grey-market products shall be used or accepted by the City. All parts and equipment must be as specified in this Contract unless explicitly approved, in writing, by Sgt. Gibson after award. No substitutions in brand, function, or part number will be accepted except for part numbers that have been discontinued and replaced with new part numbers by the manufacturer. Discontinued parts that have been replaced by the manufacturer must be advised to Sgt. Gibson after award.

The Contractor shall be responsible for the functionality and quality of the parts and equipment supplied to the City. There shall be no defects in new parts and/or equipment including manufacturer defects or defects caused by installation, shipping, or negligence by the Contractor. The Contractor will respond to all reports of malfunctioning equipment purchased and/or installed by the Contractor. Once informed of the malfunction, immediate action to correct the issue must be initiated with final resolution being achieved within five (5) City business days.

Parts and equipment listed in this Contract shall be available on an "as needed" basis from the Contractor. All parts ordered and shipped from the Contractor shall be FOB Destination.

The Contractor must indicate any variances to specifications, no matter how slight.

SPECIFICATIONS (continued)

PARTS AND EQUIPMENT INSTALLATION

All parts and equipment shall be installed according to manufacturer recommendations/industry standards, and must conform with local, state, and federal law unless specified otherwise. The installation process must be completed within thirty (30) days from the delivery of each vehicle. In the event of a supply chain issue, MBPD must be notified of the delay immediately and updated bi-weekly. All parts and equipment must be in proper working order and must be safe to use.

The Contractor shall not engage or use the services of subcontractors in performing the installation of parts and equipment in City vehicles without the written permission of the City.

The Contractor will be responsible for ensuring that all equipment, including electrical and non-electrical, must be installed meeting the vehicle and parts/equipment manufacturers' specifications and the method of installation shall not have an adverse effect on the operation of the vehicle in whole or any part thereof.

The Contractor will accept all responsibility for the vehicle and equipment when in their possession and while performing the requested work. Any incidents causing injury, damage or defectiveness concerning a City vehicle or equipment must be reported immediately to Sgt. Gibson. The Contractor shall be responsible for and correct, repair, or replace any damaged equipment, parts and/or vehicle parts caused by the Contractor during installation or uninstallation of City owned property.

All wiring shall have additional protective covering around it when exposed to sharp edges, excessive heat, high pressures, water, and moving parts, as well as in the trunk and engine compartments. When needed, properly sized grommets shall be used for interior drilled holes. Any and all exterior holes drilled in the vehicle shall be made water tight. Contractor shall remedy any water leaks and/or air holes in the vehicle caused by equipment/part installation. Contractor shall be responsible for and replace any damaged equipment and/or any cleaning to the interior of the vehicle caused by such water leak(s).

PARTS AND EQUIPMENT TRANSFER

The Contractor must submit hourly labor rates for uninstalling equipment from one vehicle and reinstalling into a different vehicle. Prices shall include travel costs, taxes, tools, equipment, labor, licenses, fees, materials, and supplies.

If any defects are noticed during an uninstall request, the Contractor must advise the defect to Sgt. Gibson before proceeding to install the defective equipment onto another vehicle. Any issues that would require a change during the installation process must be preapproved by Sgt. Gibson.

The radar, in-car camera, laptop/tablet, and radio, among other parts and equipment will need to be removed from existing vehicles and reinstalled in the new vehicles as needed.

WARRANTIES

Warranty period for equipment furnished shall be for manufacturers' standard warranty period. The warranty period shall commence upon installation of the equipment. The Contractor shall provide to the

SPECIFICATIONS (continued)

City any written manufacturer warranty documents upon completion of installation. The Contractor 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 the work.

FACILITIES

The City shall, at its discretion, have the right to inspect the Contractor's facility(s), staff, licenses, certifications, and any other items, locations, or documents that are necessary to perform the work specified in this Contract over its duration.

In some cases, when logistically plausible, the City may request that a vehicle be delivered to the Contractor's facility directly from a dealership. In these cases, a consultation with MBPD will be required to assure the correct vehicle(s) arrived in new condition, free of damages, and are equipped with the specified accessories (lighting package, wiring package, winch, etc.). If/when the Contractor communicates receipt and provides a positive report, the Contractor will be responsible for any damages to the vehicle(s) after acceptance from the dealership and prior to delivery/pick up by MBPD.

The Myrtle Beach Police Department (MBPD) has on-site facilities for installation/uninstallation if needed: MBPD Substation 4, located at 1170 Howard Parkway, Myrtle Beach, SC 29577. This facility may be used by the Contractor to install/uninstall equipment on/from vehicles, provided the following conditions are adhered to at all times:

1. The Contractor must coordinate with MBPD working hours. All working hours are to be approved by the City. Once the project begins, work will be continuous and conducted daily and not delayed for any Contractor reasons.
2. All tools and equipment used while performing the required work shall be appropriate for the task being performed, shall be in proper working order, and when applicable, properly calibrated. City facilities shall not be used to clean Contractor tools and/or equipment.
3. Work shall be completed in such a manner as to minimize disruption to the normal operation of facility employees. Access to buildings and work areas must be maintained at all times.
4. Smoking is strictly prohibited on the premises.
5. The Contractor shall be totally responsible for the safety of the job site and all associated hazards/liabilities of the work to be conducted. Sound safety practices must be adhered to at all times. All safety equipment used shall meet or exceed all applicable OSHA standards for safety.
6. The Contractor 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 due to negligence on the part of the Contractor, the Contractor shall, at the Contractor's expense, and to the satisfaction of the City, restore the injured or damaged property to a condition similar or equal to that existing before such injury of damage was done.
7. The Contractor shall provide any and all barricades and lights required for the work or portion of the work within which operations are being conducted. All operation and stockpiles of material and/or stored equipment shall be adequately barricaded and lighted.

8. The Contractor shall remove from the job site daily, all trash and debris associated with the work being performed and shall properly dispose of all waste. Upon completion of all work, the Contractor shall remove from the job site all materials, supplies, tools and equipment associated with the work performed and the entire work area shall be cleaned and in "first class" condition at the sole discretion of the City.

SPECIFICATIONS (continued)

SPECIFICATIONS PER VEHICLE

Each type of vehicle must be fitted/equipped with its respective parts list. Bidders must use the following list to calculate the price of completed vehicle modifications. Completed vehicle modification bids shall be priced at total cost that includes, but is not limited to: labor, taxes, and fuel costs as well as necessary parts such as: wiring, hardware, clips, plates, brackets, cables, etc. No substitutions for the parts listed shall be accepted without written and dated preapproval from Sgt. Gibson.

CHARGER – ADMIN

2021 CHARGER - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-IX35UF6P	INNER EDGE 6 3-LEDS, NO TD, PASS SIDE	EA	1
WHE-ALPHASL	REMOTE SIREN	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITHC W/RED LED INDICATOR, ROUND	EA	3
WHE-SA315P	SPEAKER, 100 WATT	EA	1
WHE-SAK37	MOUNT KIT, SA315	EA	1
WHE-TLIBX	ION T-SERIES LINEAR LT BLUE/SMK	EA	4
WHE-IS358	LOWER REAR HOUSING 8-10 MOD WITH TRAY	EA	1
WHE-ITRAYW8	INNER EDGE RST WH 8-LT TRAY INC 8 SOLO	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	8
WHE-LINZ62	LINZ6 LED BLU/BLU	EA	2
WHE-RBKT10	TRUNK MOUNT BRACKET	PAIR	1
WHE-I2E	DUO ION BLUE/WHITE	EA	2
WHE-IONBKT1	LINCENSE PLATE BRACKET FOR IONS	EA	1

SPECIFICATIONS (continued)

TAHOE – ADMIN

2021 TAHOE - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-1X54UF6P	SIX 3-LED LAMPS NO TD	EA	1
WHE-ALPHASL	REMOTE SIREN	EA	1
WHE-SA315U	SPEAKER	EA	1
WHE-SAK70	MOUNT KIT, SA315P	EA	1
WHE-IONE	ION LED W/BLK HOU, BLUE/WHITE 2 GRILLE, 2 REAR CARGO	EA	4
WHE-TLMIB	MINI ION T-SERIES LIGHT BLUE FRONT FENDER, REAR HATCH	EA	4
WHE-LINSV2B	SURF MT LINZ V SERIES BLUE	EA	2
WHE-LSVBKT54	LINSV MIRROR MOUNT	PAIR	1
WHE-ITRAYW8	INNER EDGE REST WC 8-LT TRAY INC 8 DUO	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	8
WHE-IS548	UPPER REAR HOUSING 8 OR 10	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITCH W/RED LED INDICATOR, ROUND	EA	3
HEL-358118421	ADAPTER A10	EA	2
HEL-358118111	HERO LIGHTHEAD AMBER 1.0	EA	2
DEL-7500067	SPST MOMENTARY ROUND ROCKER NON-ILLUM	EA	1
PRG-WSD57T21	WEAPON STORAGE DRAWER-WOOD O.D. 47"W X 11-1/2" H X 24"	EA	1

SPECIFICATIONS (continued)

SUV-ADMIN

2021 SUV - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-IX50UF6P	INNER EDGE 6 LED NO TD BLUE	EA	1
WHE-ALPHASL	REMOTE SIREN	EA	1
WHE-SA315U	SPEAKER	EA	1
WHE-SAK66D	SPEAKER BRACKET, DRIVER SIDE	EA	1
WHE-IONE	ION LED W/BLK HOU, BLUE/WH 2 GRILLE, 2 REAR CARGO	EA	4
WHE-TLMIB	MINI ION T-SERIES LIGHT BLUE FRONT FENDER REAR HATCH	EA	4
WHE-LINSV2B	SURF MT LINZ V SERIES BLUE	EA	2
WHE-LSVBKT50	UNDER MIRROR MOUNT	PAIR	1
WHE-ITRAYW8	INNER EDGE RST WC 8-LT TRAY INC 8 DUO	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	8
WHE-IS508	UPPER REAR HOUSING 8-10 MOD INCLU TRAY	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITCH W/RED LED INDICATOR, ROUND	EA	3
HEL-358118311	ADAPTER FOR REVERSE LIGHT A2	EA	2
HEL-358118101	HERO LIGHTHEAD WHITE 1.0 REAR REVERSE LIGHT HOUSING	EA	2
DEL-7500067	SPST MOMENTARY ROUND ROCKER NON-ILLUM	EA	1
PRG-WSD47UINT20	WEAPON STORAGE DRAWER	EA	1

SPECIFICATIONS (continued)

TAHOE – TRAFFIC

2021 TAHOE - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-XI2E	DUO LINEAR ION BLUE/WHT MSK BLK	EA	4
WHE-SA315P	SPEAKER 100 WATT	EA	1
WHE-SAK70	MOUNT KIT, SA315P	EA	1
WHE-TLIEX	ION T-SER LINEAR SPLIT BW SMK REAR HATCH	EA	2
WHE-295SSA1	SIREN W/REMOTE HEAD	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120W POWER ADAPTER	EA	1
WHE-TLIBX	ION T-SERIES LINEAR LT BLU/SMK	EA	2
HAV-C-VSW-1005-TAHPM	WIDE CONSOLE	EA	1
HAV-C-ADP-101	FIXED ADAPTER, PLATE,	EA	1
HAV-C-ARM-102	SIDE MOUNT ARMREST	EA	1
HAV-CG-X	CHARGE GUARD CONTROL MODULE	EA	1
HAV-C-HDM-204	8.5" SIDE MT POLE W/SHORT HANDLE	EA	1
HAV-C-MD-119	11" SLIDE OUT LOCKING SWING ARM W/LOW PROFILE ADAPTER	EA	1
HAV-C-LP2-PS1-USB	2 LIGHTER PLUG OUTLET W/1 USB 1.5"	EA	1
HAV-C-CUP2-I	INT DUAL CUPHOLDER 4"	EA	1
MAGMIC	MAGNETIC MIC MMSU-1	EA	2
HAV-C-MCB	CONSOLE MIC CLIP BRACKET	EA	2
HAV-C-EB25-XTL-1P	BRACKET MOTOROLA XTL-5000-05	EA	1
HAV-C-EB40-CCS-1P	EQUIPMENT BRACKET	EA	1
WHE-IS548	UPPER REAR HOUSING 8 OR 10	EA	1
WHE-1TRAYW10	INNER EDGE RST WC 10-LT TRAY	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	10
WHE-PELCB	PERIMETER ENHANCEMENT LT BLK	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITCH W/RED LED INDICATOR ROUND	EA	1
BROT-LB3692	POWER ADAPTER, 14'	EA	1
BROT-PJ722	POCKETJET 7 200DPT THERMAL PRINTER W/USB	EA	1
PRG-S5705T21OSB	TRANSPORT SEAT W/STEEL CARGO BARRIER & OSB	EA	1
PRG-PRPSP5714T21A	POLY CENTER SLIDE W/EXPANDED INSERT	EA	1
SET-DK0100TAH21	DOOR PANEL TPO PLASTIC BLK	EA	1
SET-WK0514TAH21H	HORIZONTAL WINDOW BARRIER	EA	1
PRG-WSD57T21	WEAPON STORAGE DRAWER, WOOD, 47"W X 11-1/2" H X 24"	EA	1

WHE-LINSV2BX	SURAFCE MOUNT LINZ-V BLUE/SMOKE	EA	2
WHE-LSVBKT54	LINSV MIRROR MOUNT	PAIR	1
WHE-IONB	ION LED LIGHT BLUE REAR CARGO WINDOWS	EA	2
WHE-TLIBX	ION T-SERIES LINEAR LT BLU/SMK	EA	2
WHE-1X54UFZ	XLP INNEREDGE, 10 HEAD W/TD BLUE	EA	1
WHE-TCRHD5-E	TRACER 5 LAMP DUO BLUE/CLEAR	EA	2
WHE-TCRB54A	TRACER MT BKT	EA	2
HEL-358118111	HERO LIGHHEAD AMER 1.0	EA	2
HEL-358118421	A10 ADAPTER REAR TURN	EA	2
MB-1	FEDERAL SIGNAL MBI LED MESSAGE BOARD	EA	1
MBK01	MESSAGE BOARD BRACKET FEDERAL SIGNAL	EA	1
	INSTALL CUSTOMER SUPPLIED RADIO	JA	1
	INSTALL CUSTOMER SUPPLIED AXON CAMERA	JA	1
	INSTALL CAGES AND SEAT	JA	1

SPECIFICATIONS (continued)

TAHOE – PATROL

2021 TAHOE - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-I2E	DUO ION BLUE/WHITE	EA	4
WHE-SA315P	SPEAKER 100 WATT	EA	1
WHE-SAK70	MOUNT KIT, SA315P	EA	1
WHE-TLIE	ION-T LINEAR BLUE/CLEAR REAR HATCH	EA	2
WHE-295SSA1	SIREN W/REMOTE HEAD	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120W POWER ADAPTER	EA	1
WHE-TLIB	ION-T LINEAR BLUE	EA	2
HAV-C-VSW-1005-TAHPM	WIDE CONSOLE	EA	1
HAV-C-ARM-102	ARM-102 SIDE MOUNT ARMREST	EA	1
HAV-C-HDM-204	8.5"SIDE MT POLE W/SHORT HANDLE	EA	1
HAV-C-MD-119	11" SLIDE OUT LOCKING SWING ARM W/LOW PROFILE ADAPTER	EA	1
HAV-C-ADP-101	FIXED ADAPTER, PLATE	EA	1
HAV-C-LP2-PS1-USB	2 LIGHTER PLUG OUTLET W/1 USB 1.5"	EA	1
HAV-C-CUP2-I	INT DUAL CUPHOLDER 4"	EA	1
MAGMIC	MAGNETIC MIC	EA	2
HAV-C-MCB	CONSOLE MIC CLIP BRACKET	EA	2
HAV-CG-X	CHARGE GUARD CONTROL MODULE	EA	1
HAV-C-EB25-XTL-1P	BRACKET MOTOROLA XTL-5000-05	EA	1
HAV-C-EB40-CCS-1P	EQUIPMENT BRACKET	EA	1
WHE-IS548	UPPER REAR HOUSING 8 OR 10	EA	1
WHE-1TRAYW10	INNER EDGE RST WC 10-LT TRAY DUO LED	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	10
WHE-PELCB	PERIMETER ENHANCEMENT LT BLK	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITCH W/RED LED INDICATOR ROUND	EA	1
BROT-LB3692	POWER ADAPTER, 14'	EA	1
BROT-PJ722	POCKETJET 7 200DPT THERMAL PRINTER W/USB	EA	1
PRG-S5705T21OSB	TRANSPORT SEAT W/STEEL CARGO BARRIER & OSB	EA	1
PRG-PRPSP5714T21A	POLY CENTER SLIDE W/EXPANDED INSERT	EA	1
SET-DK0100TAH21	DOOR PANEL TPO PLASTIC BLK	EA	1
SET-WK0514TAH21H	HORIZONTAL WINDOW BARRIER	EA	1
PRG-WSD57T21	WEAPON STORAGE DRAWER, WOOD, 47"W X 11-1/2" H X 24"	EA	1

WHE-LINSV2B	SURAFCE MOUNT LINZ-V BLUE	EA	2
WHE-LSVBKT54	LINSV MIRROR MOUNT	PAI R	1
WHE-IONB	ION LED LIGHT BLUE REAR CARGO WINDOWS	EA	2
WHE-TLIB	ION T-SERIES LINEAR BLUE	EA	2
WHE-MKAJ101	MOUNT KIT #101	EA	1
WHE-GB2EEEE	LEGACY WC 54"	EA	1
HEL-358118421	ADAPTER A10	EA	2
HEL-358118111	HERO LIGHHEAD AMBER 1.0	EA	2
	INSTALL CUSTOMER SUPPLIED RADIO	JA	1
	INSTALL CUSTOMER SUPPLIED AXON CAMERA	JA	1
	INSTALL CAGES AND SEAT	JA	1

SPECIFICATIONS (continued)

RANGER – BEACH PATROL

2021 RANGER - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-GB8SP3E	LEGACY DUO TWO COLOR 48" CORNERS	EA	1
WHE-MKLP-104	LO-PRO LIGHTBAR MOUNT KIT	EA	1
WHE-IONE	ION LED W/BLK HOU, BLUE/WH	EA	2
WHE-IONBKT1	LICENSE PLATE BRACKET FOR IONS	EA	1
WHE-SAK1	MOUNT KIT, SA315	EA	1
WHE-SA315U	SPEAKER	EA	1
WHE-VTX609E	VERTEX SPLIT BLU/WHITE	EA	2
WHE-IONSME	SURFACE MOUNT ION LT BLU/WHI	EA	2
WHE-MPBW	MICRO PIONEER BAIL MT, WHITE FRONT BUMPER	EA	2
WHE-HHS3200	HAND-HELD SIREN	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120W POWER ADAPTER	EA	1
HAV-CG-X	CHARGE GUARD, CONTROL MODULE	EA	1
HAV-PKG-PSM-1005	PASSENGER SIDE MOUNT	EA	1
	INSTALL CUSTOMER SUPPLIED RADIO	JA	1
	INSTALL CUSTOMER SUPPLIED AXON CAMERA	JA	1

SPECIFICATIONS (continued)

COLORADO – BEACH PATROL

2021 COLORADO - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-GB8SP3E	LEGACY DUO TWO COLOR 48" CORNERS	EA	1
WHE-STPLP	LOW PRO STAP & BOLT	EA	1
WHE-IONE	ION LED W/BLK HOU, BLUE/WH	EA	2
WHE-IONBKT1	LICENSE PLATE BRACKET FOR IONS	EA	1
WHE-SAK1	MOUNT KIT, SA315	EA	1
WHE-SA315U	SPEAKER	EA	1
WHE-VTX609E	VERTEX SPLIT BLU/WHITE	EA	2
WHE-IONSME	SURFACE MOUNT ION LT BLU/WHI	EA	2
WHE-MPBW	MICRO PIONEER BAIL MT, WHITE FRONT BUMPER	EA	2
WHE-HHS3200	HAND-HELD SIREN	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120W POWER ADAPTER	EA	1
HAV-CG-X	CHARGE GUARD, CONTROL MODULE	EA	1
HAV-PKG-PSM-188	COMPUTER MOUNT	EA	1
	LABOR: CUSTOMER SUPPLIED INSTALL RADIO		1
	LABOR: CUSTOMER SUPPLIED INSTALL AXON CAMERA		1

SPECIFICATIONS (continued)

F250 – CSO

2022 F250 - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-IX2AAAA	LIBERTY II 54" AMBER 10 IWDLA, ITL3	EA	1
WHE-MKEZ94	STRAP KIT	EA	1
WHE-295SLSA6	SIREN/LIGHT CONTROL	EA	1
WHE-SA315P	SPEAKER 100 WATT	EA	1
WHE-SAK1	MOUNT KIT SA315	EA	1
WHE-IONF	ION LIGHT AMBER/WHITE GRILLE	EA	4
WHE-TLIF	ION-T LINEAR AMBER/CLEAR UNDER TAILGATE	EA	4
HAV-C-AS-840-11	CONSOLE 8" ENCLOSED 11"D 40 ANG	EA	1
HAV-C-ADP-101	FIXED ADAPTER, PLATE, MOUNTS	EA	1
HAV-C-B70	1P FRONT HUMT MOUNT BRACKET	EA	1
HAV-C-MCB	CONSOLE MIC CLIP BRACKET	EA	2
HINT-TM-5126-PIU-20	ON-DASH TABLET AND KEYBOARD	EA	1
HAV-PKG-PSM-185	COMPUTER MOUNT	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120W POWER ADAPTER	EA	1
MAGMIC	MAGNETIC MIC	EA	2
BOOSTERCABLE	BOOSTER CABLE KIT W/QUICK DISCONNECT PLUG	EA	1
	DECKED DS3 DRAWER SYSTEM 6'9" BED	EA	1
HEL-358118101	HERO LIGHTHEAD WHITE 1.0	EA	2
HEL-358118351	A6 ADAPTER REVERSE WHITE	EA	2
	INSTALL SUPPLIED RADIO		1
	ARROW BOARD		1
	CRADLEPOINT		1

SPECIFICATIONS (continued)

SUV – TRAFFIC

2022 FORD SUV - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-IW50UFX	DUO INNEREDGE XLP 12 LED BLUE/WHITE DUO	EA	1
WHE-295SSA1	SIREN W/REMOTE HEAD	EA	1
WHE-SA315P	SPEAKER 100 WATT	EA	1
WHE-SAK1	SA315 MOUNT KIT	EA	1
WHE-XI2E	DUO LINEAR ION BLUE/WHITE SMK REAR SIDE CARGO, GRILLE	EA	4
WHE-LINSV2B	SURF MOUNT LINZ V SERIES BLUE	EA	2
WHE-LSVBKT50	UNDER MIRROR MOUNT	PAIR	1
WHE-PELCB	PERIMETER ENHANCEMENT LT BLK	EA	1
WHE-TCRHD5-E	TRACER 5 LAMP DUO BLUE/CLEAR	EA	2
WHE-TCRB50	TRACER BRACKET	EA	2
WHE-TLIEX	ION T-SERIES LINEAR SPLIT BW SMK, REAR HATCH	EA	2
WHE-TLIBX	ION T-SERIES LINEAR LT BLU/SMK	EA	2
WHE-ITRAYL8	INNER EDGE RST LC 8-LT TRAY	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	8
WHE-IS508	UPPER REAR HOUSING INCL W/TRAY	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITCH W/RED LED INDICATOR ROUND	EA	1
HAV-C-VS-1012-INUT	10" (F)+ 12" (R) INT SUV REAR AC	EA	1
HAV-C-ADP-101	FIXED ADAPTER, PLATE,	EA	1
HAV-CM009785-1	HVAC RELOCATE BRACKET	EA	1
HAV-C-CUP2-I	CUP2-I INT DUAL CUPHOLDER 4"	EA	1
HAV-C-ARM-102	SIDE MOUNT ARMREST	EA	1
HAV-C-EB25-XTL-1P	BRACKET	EA	1
HAV-C-EB40-CCS-1P	BRACKET FOR CCSRN	EA	1
HAV-C-DMM-3015	SWING UP DEVICE MOUNT	EA	1
HAV-C-LP2-PS1-USB	1.5" 2 LIGHTER PLUG OUTLET W/1USB	EA	1
HAV-C-MCB	CONSOLE MIC CLIP BRACKET	EA	2
HAV-CG-X	CHARGE GUARD CONTROL MODULE	EA	1
HAV-C-PM-124	PRINTER MOUNT FOR BROTHER PJ722	EA	1
HAV-PKG-FAM-119	FLEX ARM PACKAGE INC ARM AND MOUNT	EA	1
HINT-TM-5126-PIU-20	ON-DASH TABLET AND KEYBOARD	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120 W POWER ADAPTER	EA	1
BROT-PJ722	POCKETJET 7 200DPI THERMAL PRINTER WITH USB	EA	1

BROT-LB3692	POWER ADAPTER 14'	EA	1
MAGMIC	MAGNETIC MIC MMSU-1	EA	2
MAX-M84434RW	6" 24 LED RED/WHT DOME LIGHT W/3 POSITION SWITCH	EA	1
PRG-PRPSP4714UIN20A	SPACE SAVER CENTER SLIDE W/2020 INT SUV EXP MET INSERT	EA	1
PRG-WB47NPUIN20	STEEL WINDOW BARS 20 INT SUV	PAIR	1
PRG-DPCP47UIN20	DOOR PANEL COVERS 2 INT SUV DRIVER & PASS SIDE	PAIR	1
PRG-S4705UIN20OSB	STAND SEAT W/STEEL WINDOW SUV CARGO BARRIER & OUTBOARD SB	EA	1
PRG-WSD47UIN20	WEAPONS STORAGE DRAWER	EA	1
MB-1	FEDERAL SIGNAL MBI LED MESSAGE BOARD	EA	1
MBK01	FEDERAL SIGNAL MESSAGE BOARD MOUNTING BRACKET	EA	1
HEL-358118311	A2 ADAPTER FOR REVERSE LIGHT	EA	2
HEL-358118101	HERO LIGHTHEAD WHITE 1.0	EA	2
	INSTALL CUSTOMER SUPPLIED RADIO	JA	1
	INSTALL CUSTOMER SUPPLIED RADAR	JA	1
	INSTALL CUSTOMER SUPPLIED TAB DOCK	JA	1
	INSTALL CUSTOMER SUPPLIED AXON CAMERA	JA	1

SPECIFICATIONS (continued)

SUV – PATROL

2022 FORD SUV - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-GB8SP3E	LEGACY DUO TWO COLOR 48" CORNERS, B/C, FRONT B/C, REAR B/A, ALLY/LED	EA	1
WHE-MKAJ105	ADJ STRAP	EA	1
WHE-295SSA1	SIREN W/REMOTE HEAD	EA	1
WAY-44235	ON-OFF SPST ROCKER SWITHC W/RED LED INDICATOR ROUND	EA	1
WHE-SA315P	SPEAKER 100 WATT	EA	1
WHE-SAK66D	SPEAKER BRACKET, DRIVER SIDE	EA	1
WHE-IONE	ION LED W/BLK HOU, BLUE/WH FRONT GRILLE REAR SIDE CARGO WINDOW	EA	4
WHE-LINSV2B	SURF MOUNT LINZ V SERIES BLUE	EA	2
WHE-LSVBKT50	UNDER MIRROR MOUNT	PAIR	1
WHE-PELCB	PERIMETER ENHANCEMENT LT BLK	EA	1
WHE-ITRAYW8	INNER EDGE RST WC 8-LT TRAY INC 8 SOLO ISS	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	8
WHE-IS508	UPPER REAR HOUSING INCL W/TRAY	EA	1
WHE-TLIE	ION-T LINEAR BLUE/CLEAR REAR HATCH	EA	4
WHE-TLMIB	MINI ION T-SERIES LIGHT BLUE	EA	2
HAV-C-VS-1012-INUT	10" F + 12" R INT SUV	EA	1
HAV-C-ADP-101	FIXED ADAPTER, PLATE	EA	1
HAV-CM009785-1	HVAC RELOCATE BRACKET	EA	1
HAV-C-PM-124	PRINTER MOUNT FOR BROTHER PJ722	EA	1
HAV-C-MCB	CONSOLE MIC CLIP BRACKET	EA	2
HAV-C-EB40-CCS-1P	BRACKET FOR CCSRN	EA	1
HAV-C-EB25-XTL-1P	BRACKET	EA	1
HAV-C-LP2-PS1-USB	1.5" 2 LIGHTER PLUG OUTLET W/1USB	EA	1
HAV-C-CUP2-I	INT DUAL CUPHOLDER 4"	EA	1
HAV-C-ARM-103	ARMREST TOP MOUNT	EA	1
HAV-CG-X	CHARGE GUARD CONTROL MODULE	EA	1
HINT-TM-5126-PIU-20	ON-DASH TABLET AND KEYBOARD	EA	1
HAV-C-DMM-3015	SWING UP DEVICE MOUNT	EA	1
HAV-PKG-FAM-119	FLEX ARM PACKAGE INC ARM AND MOUNT	EA	1
GAM-7170-0694-00	GETAC K20 TABLET DOCK W/120 W POWER ADAPTER	EA	1
BROT-LB3692	POWER ADAPTER 14'	EA	1
BROT-PJ722	POCKETJET 7 200DPI THERMAL PRINTER WITH USB	EA	1

MAGMIC	MAGNETIC MIC MMSU-1	EA	2
MAX-M84434RW	6" 24 LED RED/WHT DOME LIGHT W/3 POSITION SWITCH	EA	1
PRG-PRPSP4714UIN20A	SPACE SAVER CENTER SLIDE W/2020 INT SUV EXP MET INSERT	EA	1
PRG-DPCP47UIN20	DOOR PANEL COVERS 2 INT SUV DRIVER & PASS SIDE	PAIR	1
PRG-S4705UIN20OSB	STAND SEAT W/STEEL WINDOW SUV CARGO BARRIER & OUTBOARD SB	EA	1
PRG-WB47NPUIN20	STEEL WINDOW BARS 20 INT SUV	PAIR	1
PRG-WSD47UIN20	WEAPONS STORAGE DRAWER INCLU RAISED MNT HARDWARE KIT	EA	1
HEL-358118311	A2 ADAPTER FOR REVERSE LIGHT	EA	2
HEL-358118101	HERO LIGHTHEAD WHITE 1.0	EA	2
	INSTALL CUSTOMER SUPPLIED RADIO		
	INSTALL CUSTOMER SUPPLIED AXON CAMERA		

SPECIFICATIONS (continued)

SUV – K9

2022 FORD SUV - NO SUBSTITUTIONS

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>
WHE-MCRNTE	STUD MOUNT MICRON B/W GRILLE LIGHTS	EA	2
WHE-IONE	ION LED WITH BLK HOUSING, BLUE/WHITE	EA	2
WHE-TLMIB	MINI ION T-SERIES LIGHT BLUE FLUSH BY THE TAG	EA	2
WHE-SA315P	SPEAKER 100 WATT	EA	1
WHE-SAK66P	SPEAKER BKT PASSENGER SIDE 20-21 SUV	EA	1
WHE-TLIE	ION-T LINEAR BLUE/CLEAR REAR HATCH UP	EA	2
WHE-LSVBKT50	UNDER MIRROR MT (PAIR)	EA	1
WHE-LINSV2B	LINZ6 V SERIES BLUE	EA	2
WHE-IW50UFX	DUO INNEREDGE XLP 12 LD 20-21 INTER SUV BLUE/WHITE E**	EA	1
WHE-HHS4206	HHS 4206 SIREN AMP WITH KNOB & SLIDE CTRL	EA	1
HAV-C-VS-0618-INUT	VS-0618-INUT 24" FLAT CONSOLE 20-22 INT SUV	EA	1
HAV-C-PM-124	PRINTER MOUNT FOR BROTHER PJ722	EA	1
HAV-C-LP2-PS1-USB	LP2-PS1-USB 1.5" 2 LIGHTER PLUG OUTLET W/ 1 USB	EA	1
HAV-C-ARM-102	ARM-102 SIDE MOUNT ARMREST	EA	1
HAV-C-CUP2-I	CUP2-I INT DUAL CUPHOLDER 4"	EA	1
HAV-C-MC	CONSOLE MIC CLIP	EA	2
HAV-C-MCB	CONSOLE MIC CLIP BRACKET	EA	2
HAV-C-SW-1	SWITCH BLACK PADDLE TYPE RKR W/ RED PILOT LIGHT	EA	1
WHE-ITRAYW8	INNER EDGE RST WC 8-LT TRAY INC 8 SOLO ISS*	EA	1
WHE-ISDM	DUO MODULE FST/RST B/A	EA	8
WHE-IS508	UPPER REAR HOUSING 8-10 MOD	EA	1
WHE-VTX609E	VERTEX SPLIT BLUE/WHITE	EA	2
WHE-PELCB	PERIMETER ENHANCEMENT LT BLK	EA	1
WAY-44235	ON OFF SPST ROCKER SWITCH W/ RED LED INDICATOR ROUND	EA	1
BROT-LB3692	POWER ADAPTER HARD WIRED 14'	EA	1
BROT-PJ722	POCKETJET 7 200DPE THERMAL PRINTER WITH USB	EA	1
BROT-LB3603	USB PRINTER CABLE 10'	EA	1
PRG-WSD47UINT20	WEAPON STORAGE DRAWER – INCLUDE RAISED MNT HARDWARE KIT	EA	1
	HARDWARE KIT FOR RAISED STORAGE BOX	EA	1
WHE-TCRHD5-E	TRACER 5 LAMP DUO BLUE/CLEAR	EA	2

WHE-TCRB50	TRACER BKT	EA	2
WHE-HWLFE29	HOWLER AMP W/ ONE SPEAKER BKT 01-0419263-0	EA	1
STA-047-0747-00	BRACKET, ANTENNA, GLASS, SUCTION CUP	EA	1
STA-155221100	REMOTE SEPERATION CABLE	EA	1
AME-EZRIDERSUV	EZ RIDER K-9 CONTAINER SUV W/ DOOR PANEL AND WINDOW GUARD	EA	1
STA-DSR2X	DSR 2X RADAR	EA	1Z
ACE-HP-5020	HOT-N-POP PRO K-9 COMBO 5020B TEMPERATURE ALARM & DOOR POP	EA	1
ACE-HA-FKT10-P	10" FAN W/ ACTIVATION MODULE MANUAL SWITCH & MATERIALS	EA	1
	INSTALL CUSTOMER SUPPLIED RADIO	JA	1
	INSTALL CUSTOMER SUPPLIED AXON CAMERA	JA	1

BID PRICES

Prices of parts, equipment, and labor shall remain firm for the initial term of the Contract and may be increased only at the beginning of each Contract renewal period, if the Contract shall be renewed for additional terms, and shall not exceed the percentage of increase established in the Contractor’s bid.

All prices must include all cables, brackets, plates, clips, hardware, etc. necessary to properly install the respective equipment/parts.

DELIVERY: Bid prices shall be Delivered Prices (FOB Destination). Shipping and handling is to include all costs, including but not limited to: taxes, loading/unloading costs(s), fuel charge(s), fuel surcharge(s), energy surcharge(s), and environmental fee(s). The City will not be responsible for any demurrage charge(s). Delivery of all items shall be made to:

City of Myrtle Beach
Fleet Maintenance
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577

BID AWARD: Contractors understand that the City of Myrtle Beach ranks all bids by price; however, pursuant to applicable terms and conditions of this bid, buyers may use criteria other than price to evaluate offers. This includes, but is not limited to: Section 3.02 - Responsive Bids; Section 3.03 – Non-Responsive Bids; Section 5.04 – Price Evaluation; Section 12.01 – Award Criteria. Award will be based on the best value of maintenance service over the five-year term of the contract, with consideration given to the lowest total maintenance price for the five-year term. Accordingly, please note that the award will be made to the responsible Contractor whose bid conforms to the solicitation that is most advantageous to the Buyer on basis of price, technical capability, and delivery. No partial bids allowed. Bid will be awarded on an “all or none” basis.

INVOICING: Invoicing shall be submitted upon completion of shipment. All invoices must reference the purchase order number, quantity, unit price, and extended price of each item purchased. Invoices shall be submitted to: City of Myrtle Beach

Finance Department/Accounts Payable
PO Box 2468
Myrtle Beach, SC 29578-2468

PRICING

The City of Myrtle Beach is interested in obtaining the following items for use by the Police Department with the minimum specifications as listed below. Please quote the price of one (1) of each of the following parts. Lines 106 through 115 of the Price Schedule should include “out-the-door” pricing to include all parts/equipment listed in these specifications, according to the vehicle, as well as, if applicable, the customer supplied radios, cameras, radars, and tab docks

Labor for complete vehicle modification shall be priced on a per-job, flat fee basis and the amounts shall be firmly quoted in the Pricing Schedule below. Miscellaneous labor that is not included in the following Price Schedule shall be listed at an hourly rate.

PRICE SCHEDULE

Item #	Description	Qty.	Unit Of Issue	Unit Bid Price
1	BOOSTERCABLE Booster Cable Kit w/Quick Disconnect Plug	1	EA	\$ _____
2	BROT-LB3692 Power Adapter 14'	1	EA	\$ _____
3	BROT-PJ722 PocketJet 7 200DPI Thermal Printer with USB	1	EA	\$ _____
4	DEL-7500067 SPST Momentary Round Rocker Non-Illum	1	EA	\$ _____
5	GAM-7170-0694-00 GETAC K20 Tablet Dock w/120W Power Adapter	1	EA	\$ _____
6	HAV-C-ADP-101 Fixed Adapter, Plate, Mounts	1	EA	\$ _____
7	HAV-C-ARM-102 Arm-102 Side Mount Armrest	1	EA	\$ _____
8	HAV-C-ARM-103 Armrest Top Mount	1	EA	\$ _____
9	HAV-C-AS-840-11 Console 8" Enclosed 11"D 40 ANG	1	EA	\$ _____
10	HAV-C-B70 1P Front Humt Mount Bracket	1	EA	\$ _____
11	HAV-C-CUP2-I INT Dual Cupholder 4"	1	EA	\$ _____
12	HAV-C-DMM-3015 Swing Up Device Mount	1	EA	\$ _____
13	HAV-C-EB25-XTL-1P Bracket Motorola XTL-5000-05	1	EA	\$ _____

14	HAV-C-EB40-CCS-1P Bracket for CCSRN	1	EA	\$ _____
15	HINT-TM-5126-PIU-20 On-Dash Tablet and Keyboard	1	EA	\$ _____
16	HAV-CG-X ChargeGuard Control Module	1	EA	\$ _____
17	HAV-C-HDM-204 8.5" Side Mount Pole w/ Short Handle	1	EA	\$ _____
18	HAV-C-LP2-PS1-USB 1.5" 2 Lighter Plug Outlet w/ 1 USB	1	EA	\$ _____
19	HAV-CM009785-1 HVAC Relocate Bracket	1	EA	\$ _____
20	HAV-C-MCB Console Mic Clip Bracket	1	EA	\$ _____
21	HAV-C-MD-119 11" Slide-Out Locking Swing Arm w/ Low Profile Adapter	1	EA	\$ _____
22	HAV-C-PM-124 Printer Mount for Brother PJ722	1	EA	\$ _____
23	HAV-C-VS-1012-INUT 10" (F) + 12" (R) Int SUV Rear AC	1	EA	\$ _____
24	HAV-C-VSW-1005-TAHPM Wide Console	1	EA	\$ _____
25	HAV-PKG-FAM-119 Flex Arm Package Including Arm and Mount	1	EA	\$ _____
26	HAV-PKG-PSM-1005 Passenger Side Mount	1	EA	\$ _____
27	HAV-PKG-PSM-188 Computer Mount	1	EA	\$ _____
28	HEL-358118101 Hero Lighthouse White 1.0 Rear Reverse Light Housing	1	EA	\$ _____

29	HEL-358118111 Hero Lighthouse Amber 1.0	1	EA	\$_____
30	HEL-358118311 A2 Adapter for Reverse Light	1	EA	\$_____
31	HEL-358118351 A6 Adapter Reverse White	1	EA	\$_____
32	HEL-358118421 A10 Adapter Rear Turn	1	EA	\$_____
33	MAGMIC Magnetic Mic MMSU-1	1	EA	\$_____
34	MAX-M84434RW 6" 24 LED Red/White Dome Light with 3 Position Switch	1	EA	\$_____
35	MB-1 Federal Signal MBI LED Message Board	1	EA	\$_____
36	MBK01 Federal Signal Message Board Mounting Bracket	1	EA	\$_____
37	PRG-DPCP47UINT20 Door Panel Covers 2 INT SUV Driver & Passenger Side	1	PR	\$_____
38	PRG-PRPSP4714UINT20A Space Saver Center Slide with 2020 INT SUV EXP MET Insert	1	EA	\$_____
39	PRG-PRPSP5714T21A Poly Center Slide with Expanded Insert	1	EA	\$_____
40	PRG-S4705UINT20OSB Stand Seat with Steel Window SUV Cargo Barrier and Outboard SB	1	EA	\$_____
41	PRG-S5705T21OSB Transport Seat with Steel Cargo Barrier and Outboard SB	1	EA	\$_____
42	PRG-WB47NPUINT20 Steel Window Bars 20 INT SUV	1	PR	\$_____
43	PRG-WSD47UINT20 Weapons Storage Drawer Including Raised Mount Hardware Kit	1	EA	\$_____

44	PRG-WSD57T21 Weapon Storage Drawer-Wood O.D. 47"W x 11.5" H x 24"L	1	EA	\$_____
45	SET-DK0100TAH21 Door Panel TPO Plastic Black	1	EA	\$_____
46	SET-WK0514TAH21H Horizontal Window Barrier	1	EA	\$_____
47	WAY-44235 On-Off SPST Rocker Switch with Red LED Indicator, Round	1	EA	\$_____
48	WHE-1TRAYW10 Inner Edge Rest WC 10-LT Tray Duo LED	1	EA	\$_____
49	WHE-IX50UF6P Inner Edge 6 LED No TD Blue	1	EA	\$_____
50	WHE-1X54UF6P Six 3-LED Lamps No TD	1	EA	\$_____
51	WHE-1X54UFZ Xlp Inner Edge 10 Head with TD Blue	1	EA	\$_____
52	WHE-295SLSA6 Siren/Light Control	1	EA	\$_____
53	WHE-295SSA1 Siren with Remote Head	1	EA	\$_____
54	WHE-ALPHASL Remote Siren	1	EA	\$_____
55	WHE-GB2EEEE Legacy WC 54"	1	EA	\$_____
56	WHE-GB8SP3E Legacy Duo Two Color 48" Corners, B/C, Front B/C, Rear B/A, ALLY/LED	1	EA	\$_____
57	WHE-HHS3200 Held-Held Siren	1	EA	\$_____
58	WHE-I2E Duo Ion Blue/White	1	EA	\$_____

59	WHE-IONB Ion LED Light Blue Rear Cargo Windows	1	EA	\$_____
60	WHE-IONBKT1 License Plate Bracket for Ions	1	EA	\$_____
61	WHE-IONE Ion LED with Black Housing, Blue/White 2 Grille, 2 Rear Charge	1	EA	\$_____
62	WHE-IONF Ion Light Amber/White Grille	1	EA	\$_____
63	WHE-IONSME Surface Mount Ion LT Blue/White	1	EA	\$_____
64	WHE-IS358 Lower Rear Housing 8-10 Mod with Tray	1	EA	\$_____
65	WHE-IS508 Upper Rear Housing Including Tray	1	EA	\$_____
66	WHE-IS548 Upper Rear Housing 8-10	1	EA	\$_____
67	WHE-ISDM Duo Module FST/RST B/A	1	EA	\$_____
68	WHE-ITRAYL8 Inner Edge RST LC 8-LT Tray	1	EA	\$_____
69	WHE-ITRAYW8 Inner Edge RST WC 8-LT Tray Inc 8 Solo ISS	1	EA	\$_____
70	WHE-IW50UFX Duo Inner Edge XLP 12 LED Blue/White Duo	1	EA	\$_____
71	WHE-IX2AAAA Liberty II 54" Amber 10 IWDLA, ITL3	1	EA	\$_____
72	WHE-IX35UF6P Inner Edge 6 3-LEDs, No TD, Passenger Side	1	EA	\$_____
73	WHE-LINSV2B Surf Mount Linz V Series Blue	1	EA	\$_____

74	WHE-LINSV2BX Surface Mount Linz V Blue/Smoke	1	EA	\$_____
75	WHE-LINZ62 Linz6 LED Blue/Blue	1	EA	\$_____
76	WHE-LSVBKT50 Under Mirror Mount	1	PR	\$_____
77	WHE-LSVBKT54 Linz V Mirror Mount	1	PR	\$_____
78	WHE-MKAJ101 Mount Kit #101	1	EA	\$_____
79	WHE-MKAJ105 ADJ Strap	1	EA	\$_____
80	WHE-MKEX94 Strap Kit	1	EA	\$_____
81	WHE-MKLP-104 Lo-Pro Lightbar Mount Kit	1	EA	\$_____
82	WHE-MPBW Micro Pioneer Bail MT, White Front Bumper	1	EA	\$_____
83	WHE-PELCB Perimeter Enhancement LT Black	1	EA	\$_____
84	WHE-RBKT10 Trunk Mount Bracket	1	PR	\$_____
85	WHE-SA315P Speaker, 100Watt	1	EA	\$_____
86	WHE-SA315U Speaker	1	EA	\$_____
87	WHE-SAK1 SA315 Mount Kit	1	EA	\$_____
88	WHE-SAK37 SA315 Mount Kit	1	EA	\$_____

89	WHE-SAK66D Speaker Bracket, Driver Side	1	EA	\$_____
90	WHE-SAK70 SA315P Mount Kit	1	EA	\$_____
91	WHE-STPLP Low Pro Strap and Bolt	1	EA	\$_____
92	WHE-TCRB50 Tracer Bracket	1	EA	\$_____
93	WHE-TCRB54A Tracer Mount Bracket	1	EA	\$_____
94	WHE-TCRHD5-E Tracer 5 Lamp Duo Blue/Clear	1	EA	\$_____
95	WHE-TLIB Ion T-Series Blue	1	EA	\$_____
96	WHE-TLIBX Ion T-Series LT Blue/Smoke	1	EA	\$_____
97	WHE-TLIE Ion T-Series Linear Blue/Clear Rear Hatch	1	EA	\$_____
98	WHE-TLIEX Ion T-Series Linear Split BW SMK Rear Hatch	1	EA	\$_____
99	WHE-TLIF Ion T-Series Linear Amber/Clear Under Tailgate	1	EA	\$_____
100	WHE-TLMIB Mini Ion T-Series Light Blue	1	EA	\$_____
101	WHE-TLMIB Mini Ion T-Series Light Blue Front Fender-Rear Hatch	1	EA	\$_____
102	WHE-VTX609E Vertex Split Blue/White	1	EA	\$_____
103	WHE-XI2E Duo Linear Ion Blue/White MSK Black	1	EA	\$_____

104	WHE-XI2E Duo Linear Ion Blue/White SMK Rear Side Cargo, Grille	1	EA	\$_____
105	STA-047-0747-00 Bracket, Antenna, Glass, Suction Cup	1	EA	\$_____
106	STA-155221100 Remote Separation Cable	1	EA	\$_____
107	STA-DSR2X DSR 2X Radar	1	EA	\$_____
108	AME-EZRIDERSUV EZ Rider K-9 Container SUV w/ Door Panel & Window Guard	1	EA	\$_____
109	ACE-HP-5020 Hot-n-Pop Pro K-9 Combo 5020B Temperature Alarm & Door Pop	1	EA	\$_____
110	ACE-HA-FKT10-P 10" Fan w/ Activation Module Manual Switch & Materials	1	EA	\$_____
111	HAV-C-MC Console Mic Clip	1	EA	\$_____
112	HAV-C-SW-1 Switch Black Paddle Type Rkr w/ Red Pilot Light	1	EA	\$_____
113	BROT-LB3603 USB Printer Cable 10'	1	EA	\$_____
114	HAV-C-VS-0618-INUT VS-0618-INUT 24" Flat Console	1	EA	\$_____
115	WHE-HHS4206 HHS4206 Siren Amp w/ Knob & Slide Control	1	EA	\$_____
116	WHE-SAK66P Speaker Bkt Passenger Side	1	EA	\$_____
117	WHE-MCRNTE Stud Mount Micron B/W Grille Lights	1	EA	\$_____
118	Decked DS3 Drawer System 6'9" Bed	1	EA	\$_____

119	Complete Charger Admin Modification	1	JA	\$_____
120	Complete Tahoe Admin Modification	1	JA	\$_____
121	Complete Tahoe Traffic Modification	1	JA	\$_____
122	Complete Tahoe Patrol Modification	1	JA	\$_____
123	Complete SUV Admin Modification	1	JA	\$_____
124	Complete SUV Traffic Modification	1	JA	\$_____
125	Complete SUV Patrol Modification	1	JA	\$_____
126	Complete SUV K-9 Modification	1	JA	\$_____
127	Complete Ranger Modification	1	JA	\$_____
128	Complete Colorado Modification	1	JA	\$_____
129	Complete F250 Modification	1	JA	\$_____
130	Install Cages and Seat Only: Tahoe	1	JA	\$_____
131	Install Cages and Seat Only: SUV	1	JA	\$_____
132	Install Customer Supplied Radio Only: Tahoe	1	JA	\$_____
133	Install Customer Supplied Radio Only: SUV	1	JA	\$_____

134	Install Customer Supplied Radio Only: Ranger	1	JA	\$_____
135	Install Customer Supplied Radio Only: Colorado	1	JA	\$_____
136	Install Customer Supplied AXON Camera Only: Tahoe	1	JA	\$_____
137	Install Customer Supplied AXON Camera Only: SUV	1	JA	\$_____
138	Install Customer Supplied AXON Camera Only: Ranger	1	JA	\$_____
139	Install Customer Supplied AXON Camera Only: Colorado	1	JA	\$_____
140	Install Customer Supplied Radar Only: Tahoe	1	JA	\$_____
141	Install Customer Supplied Radar Only: SUV	1	JA	\$_____
142	Equipment Transfer: Tahoe	1	JA	\$_____
143	Equipment Transfer: SUV	1	JA	\$_____
144	Equipment Transfer: Ranger	1	JA	\$_____
145	Equipment Transfer: Colorado	1	JA	\$_____
146	Install Cradlepoint Only: F-250	1	JA	\$_____
147	Install Arrow Board Only: F-250	1	JA	\$_____
148	Miscellaneous Labor Rate	1	HR	\$_____

149	Transportation/Delivery to MBPD	1	JA	\$_____
<p>Company Name: _____</p> <p>Authorized Signature: _____</p> <p>Email Address: _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2nd Year: _____% Applied to first year price(s)
- 3rd Year: _____% Applied to second year price(s)
- 4th Year: _____% Applied to third year price(s)
- 5th Year: _____% Applied to fourth year price(s)

ADDITIONAL TERMS AND CONDITIONS

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

1) _____

2) _____

3) _____

2. List any exceptions to specifications:

BID BOND
Proposal #23-B0001

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as Principal, and

_____ as SURETY are hereby held and firmly bound unto

_____ as OWNER, in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted to the City of Myrtle Beach a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

Hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the service of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND (continued)

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____ .

ATTEST:

Principal Secretary

Principal

[SEAL]

(Witness as to Principal)

By _____(s)

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND (continued)

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____ .

ATTEST:

(Principal) Secretary

Principal

[SEAL]

Witness as to Principal

By _____ (S)

(Address)

(Address)

ATTEST:

Surety Secretary

Surety

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**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	<i>TYPE OF INSURANCE</i>	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 <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> 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 <input type="checkbox"/> All Owned Autos <input type="checkbox"/> 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> <input type="checkbox"/> Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<i>Workers Compensation (and Employer's Liability)</i> The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> 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.		
<i>INSURANCE AGENT SIGNATURE</i>						

BID AND SIGNATURE DOCUMENT
Bid Number: 23-B0001

The undersigned, as bidder, declare that we have examined all bid 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 bid 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 bid specifications and bid invitation issued by the City of Myrtle Beach for this bid. 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.

Bidder – 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): _____



First in Service

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)

Bid Amount	Within City Limits	Within Horry County	Within NESAs Area
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 bid.

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.