

**CITY OF MYRTLE BEACH
PURCHASING OFFICE**

**REQUEST FOR PROPOSAL (RFP)
17-R0048**

December 19, 2016

Solicitation Requirements

FOR: Servicing Fire Extinguishers

Proposals must be received prior to 2:00PM Wednesday, January 11, 2017

Mail or deliver Proposals to: City of Myrtle Beach Purchasing Office
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577

Direct questions to: Tina Causey, Purchasing Buyer (843) 918-2184.

NO PROPOSALS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN. All proposals must be sealed, marked and delivered in accordance with these instructions.

Tabulations will be available on-line at www.cityofmyrtlebeach.com/purchasing.html. If more convenient, tabulations are available for pick-up after final award. **No Tabulations will be faxed.**

Name and Address of Proposer submitting this Proposal: (Proposer to complete the following information)

Name of Proposer: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____ **Fax Number:** _____

***** Proposal Number and Due Date must be shown on the outside of the sealed envelope*****

Please note: Signature Required on Page 9.

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

The instructions herein contained are given for the purpose of guidance in properly preparing, an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, the following general instructions will apply.

1. **Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind, will be declared non-responsive.**
2. All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
3. Only written information from the Procurement Manager is binding; therefore no verbal instructions or verbal information from any other source will be binding on the City. The City will not be responsible for any other explanation or interpretation and the decision of the Procurement Manager shall be final and binding upon each Offeror.
4. The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals.
5. Should the Procurement Manager deem it necessary to alter proposal specifications, those alterations will be made in the form of written addenda that will be mailed to all Offerors. These addenda shall then be considered as part of these specifications.
6. Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.
7. When brand names or trade names and model numbers followed by the words "or equivalent" or "or other approved equal" are used, it is for the quality, style and features of those brands and models. Proposals on equivalent items of substantially the same quality, style and features are then invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the units and provide for competitive evaluation with the brands or models.
8. A Proposal and Signature Document is provided as part of the specifications. This form must be used in submitting a proposal and **all pages of the proposal document must be completely filled out and signed by the Offeror.**
9. Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with information as stated on the cover page and delivered to the Procurement Buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive.
10. No proposals may be withdrawn later than 10:30 AM on the day of the proposal opening. No modifications, clarifications or explanations of any proposals will be allowed after the proposal is sealed and delivered to the Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577.
11. The City expressly reserves the following rights:
 - A. To reject any and/or all irregularities in the proposals submitted.

GENERAL INSTRUCTIONS *continued*

- B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.
 - C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - D. To make the award to any Offeror who, in the opinion of management, is in the best interest of the City.
 - E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.
 - F. Only the evaluation factors specified in this solicitation may be used as a basis for award.
12. The General Instructions, Scope of Work and/or Specifications, and the Proposal and Signature Document constitute the proposal packet. By submitting a proposal, Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
13. **NO PROPOSAL WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN.** All proposals must be sealed, marked and delivered in accordance with these instructions. **Proposals are not subject to a formal proposal opening.**
14. Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation.
15. The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates if required. **ALL APPLICABLE TAXES SHOULD BE SHOWN AS SEPARATE LINE ITEMS UNLESS OTHERWISE INDICATED.**
16. The CONTRACTOR agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the CITY, 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.
17. The award will be made within the time specified to the responsible Offeror meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria will 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
18. In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City of

GENERAL INSTRUCTIONS continued

- Myrtle Beach business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.
19. Winning Offeror will be notified within a reasonable time, as judged by the City, after proposal opening and evaluation of proposals.
 20. If required, Offeror shall supply a PROPOSAL BOND of 5% of the total proposal amount. The successful Offeror at its own cost and expense shall furnish, if required, a good and sufficient PERFORMANCE BOND and PAYMENT BOND (payable to the City of Myrtle Beach) 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 more than \$20,000 in cost for construction and/or improvements. 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. Only the forms provided by the City for the Performance and Payment Bonds will be accepted.
 21. No extras or additional work will be allowed or paid for unless such extras or additional work are/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.
 22. The City 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.
 23. The contractor agrees to indemnify and save harmless the City of Myrtle Beach, its representatives, employees and agents, from all claims, demands, actions, suits and liabilities arising from the contractor's own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the contractor. This obligation shall extend to and include, all litigation costs and reasonable attorney fees incurred by the City in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the contractor's or manufacturer's fault or negligence.
 24. 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.
 25. When samples are required with a proposal, they must be submitted with the proposal unless approved by the Purchasing Manager or Purchasing Manager's authorized representative.
 26. Samples submitted will become the property of the City. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.
 27. When Offerors are required to make site visits or attend pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City.
 28. Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
 29. Offerors will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing.
 30. 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.

GENERAL INSTRUCTIONS continued

31. Payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice after inspection by and acceptance of the material, goods and/or service by an authorized representative of the City.
32. 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.
33. If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
34. Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications will hold the Offeror strictly accountable to the specifications as written herein.
35. The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a proposal.
36. Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the Purchasing Division; otherwise, the responsibility for such changes shall be with the Offeror.
37. Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
38. Unless otherwise stated in the special instructions section of this proposal request, **submit one complete Proposal Package using the attached form(s) for proposal price(s).**
39. **Unless otherwise stated in the special instructions section of this proposal request, deliveries will be accepted during the hours between 9:00 AM and 3:00 PM Monday through Thursday, excluding City holidays. NO FRIDAY DELIVERIES UNLESS PRIOR APPROVAL BY WAREHOUSE PERSONNEL.**
40. The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it will be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery will be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) will be responsible for making any and all claims against carriers for missing or damaged items.
41. **Unit pricing will govern over extended prices** unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where

GENERAL INSTRUCTIONS continued

a firm proposal cannot be made, consideration will still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contain non-firm prices.

42. Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.
43. Questions concerning the proposal requirements or specifications should be directed in writing to the Procurement Buyer shown on the front page of the Proposal package. If you need disability-related accommodations, please contact (843) 918-2170.
44. The City may reject a proposal if:
 1. The Offeror misstates or conceals any material fact in the proposal: or if,
 2. The proposal does not strictly conform to the law or requirements of proposal: or if,
 3. The proposal is conditional, except that the proposal may qualify his or her proposal for acceptance by the City on an “**all or none**” basis, or a “**low item**” basis. An “**all or none**” basis proposal must include all items upon which proposals are invited.
45. The City may, however, reject all proposal whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.
46. **Proposal prices are to be Delivered Price (FOB Destination).** Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City will not be responsible for any demurrage charge(s).
47. Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).
48. If so requested in the proposed documents, a completed Material Safety Data Sheet for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.
49. Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:
 1. 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
 2. To employ only workers who:
 - a. Possess a valid South Carolina Driver’s License or ID issued by the South Carolina Department of Motor Vehicles;
 - b. Are eligible to obtain a South Carolina Driver’s License or ID card in that they meet the requirements.
 - c. 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. The

GENERAL INSTRUCTIONS continued

South Carolina Department of Motor Vehicles will post on its website a list of states where the license requirements are at least as strict as those in South Carolina.

50. If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the Contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the Contractor's responsibility to notify the City 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). The City 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. 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.
51. All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Offeror. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
52. Protest of Proposal Specifications, Contract Terms and Intent To Award
 - A. Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the City in writing within five (5) City of Myrtle Beach business days prior to proposal closing.
 - B. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms.
 - C. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) City of Myrtle Beach business days to the Procurement Buyer.
 - D. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest in paragraph A above.
 - E. Submission of a proposal without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms.
 - F. A decision by the Procurement Buyer shall be given in writing in each of such cases at least one (1) City of Myrtle Beach business day before the time set for the opening of proposals. A copy of the decision may be obtained at the Procurement Manager's Office. If, in the judgment of the Procurement Manager, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications or other contract documents will be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.
 - G. The written Purchase Order shall constitute a final decision of the City to award the contract if no written protest is filed with the City within five (5) City of Myrtle

GENERAL INSTRUCTIONS continued

Beach business days of the posting of the Bid Tab. If a protest is timely filed, the Purchase Order is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.

- H. Purchasing Buyer shall notify winning Offeror at which time Bid Tab will be posted on the City of Myrtle Beach website. It is the responsibility of the Offeror to check the website. Any actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror on the same solicitation shall have five (5) City of Myrtle Beach business days after the posting of Bid Tab to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's Request for Proposals.
 - I. The written protest must include name and contact information of the protestor, solicitation title and number, the grounds upon which the protest is based and relief expected.
- 53. Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened.
 - 54. The PROPOSAL response must not contain any erasures or corrections unless the Offeror initials each change.
 - 55. Proposal prices, terms and conditions shall be firm for a period of at least one hundred and twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the PROPOSAL. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred and twenty (120) day period, or the specified PROPOSAL time. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.
 - 56. 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 shall not affect the contractor's responsibility in this regard.
 - 57. 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 shall not affect the contractor's responsibility in this regard.
 - 58. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.
 - 59. The selected Offeror will be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Further, the City will consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size will be

General Instructions (continued)

considered. All service and equipment offered will be in current standard production and of the latest design.

60. The selected Offeror shall assign a competent account representative acceptable to the City who will represent the Offeror in providing contracted services to the City. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.
61. If any doubt or difference of opinion arises between the City and the Offeror as to the interpretation of this RFP, the decision of the City will be final and binding upon all parties.
62. The City reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.
63. The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. The procurement office is the sole point of contact for the issuance of the contract.
64. The City will not be responsible for the loss or damage of any items during the RFP process.
65. In the event that the Offeror fails to perform any material obligations, the City reserves the right to give the Offeror written notice of such failure. The Offeror will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Offeror exceeds thirty (30) calendar days of non-performance.
66. The authorized signer of the Proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended are a complete and correct statement of prices.
67. By Signature below the Offeror avers that they have examined, understands and accepts all instructions, specifications and conditions, and will provide for appropriate insurance, deposits, and performance bonds if required, and will comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

Print Name of Offeror

Signature of Offeror

Date of Signing

Proposal tabulations will be available on-line at www.cityofmyrtlebeach.com/purchasing.html. If more convenient, tabulations are available for pick-up after final award. No Proposal Tabulations will be faxed.

SPECIFICATIONS

INTENT

It is the intent of this proposal to establish a term contract for Servicing of Portable Fire Extinguishers for the City of Myrtle Beach.

Servicing shall include performing, as required, annual maintenance, recharging, six (6) year maintenance and hydrostatic testing.

The successful Contractor shall be responsible for providing all materials, supplies, parts, tools, equipment, labor, supervision and transportation necessary to perform the work required under this contract.

The successful Contractor shall assist the City in maintaining accurate fire extinguisher inventories.

The successful Contractor shall also have the capability of providing for purchase, if needed, various types and sizes of portable fire extinguishers and universal wall mounting brackets.

1. SERVICING

For proposal purposes, servicing shall mean that one or more of the following is performed when required:

- 1.1 Annual Maintenance** – Performing annually, a thorough external examination of extinguisher and repairing/replacing parts when required.
- 1.2 Recharging** – Refilling extinguisher with extinguishing agent (to include expellant for certain types of extinguishers) due to leakage, vandalism and/or accidental or purposely discharging of extinguisher.
- 1.3 Six (6) Year Maintenance** – Completely emptying extinguisher, performing thorough examination of extinguisher both internally and externally, repairing/replacing parts as needed and recharging extinguisher.
- 1.4 Hydrostatic Testing** - Completely emptying extinguisher, performing thorough examination of extinguisher both internally and externally, repairing and/or replacing parts as needed, pressure testing by hydrostatic methods and recharging extinguisher.

2. REQUIRED WORK

The Contractor shall schedule and perform maintenance annually at all City facilities specified in this bid to ensure that the fire extinguishers are in fully operable condition.

Immediately upon contract award the successful Contractor shall contact all specified facilities and perform any services that are due.

The Contractor shall also service extinguishers on an “as needed” basis, when required, at no additional cost to the City. Upon receiving a request for service, the Contractor shall confirm receipt of the request within twenty-four (24) hours and shall schedule a time to complete the service.

SPECIFICATIONS continued

All extinguishers shall be serviced and maintained in accordance with the manufacturer's recommended maintenance procedures, these proposal specifications and the terms and conditions contained herein.

Fire extinguishers removed from City premises for both scheduled/unscheduled servicing must be returned within twenty-four (24) hours after removal or the Contractor shall provide loaned extinguishers of types and sizes suitable for the type of hazards being protected and of at least equal rating as the removed extinguishers. Loaned extinguishers shall be provided at no charge to the City.

The City must be allowed to keep no less than fifty (50) percent of extinguishers on the premises at all times.

After servicing, extinguishers shall be returned to the same location found.

Should the City accidentally or purposely discharge a loaned extinguisher, the City shall incur the cost of recharging the loaned extinguisher and the cost incurred shall be the same as the proposal price established as a result of this proposal to recharge an extinguisher of the same type and size as the loaned extinguisher. **Cost to repair/replace a fire extinguisher due to discharge or damage resulting from negligence on the part of the Contractor shall be at no cost to the City.**

3. Annual Maintenance

The Contractor shall schedule and perform maintenance on all specified fire extinguishers annually, or as required, when federal, state, municipal and local laws, rules, regulations, standards, codes or ordinances dictate otherwise.

The monthly "Quick Check" inspection as described in NFPA 10 is specifically excluded from this contract.

Annual Maintenance shall include, but is not limited, to the following steps (as applicable):

1. Ensure extinguisher is in designated place.
2. Ensure access to or visibility of extinguisher is not obstructed.
3. Ensure extinguisher is securely hung on the proper type hanger.
4. Check unit classification to ensure it is properly identified with the appropriate decal and is proper for hazards in the area in which the extinguisher is located.
5. Check date of manufacture and determine if six (6) year maintenance service or hydrostatic testing (as applicable) is required or was performed when required.
6. Examine externally the cylinder shell and components for missing or substitute parts, damage, corrosion, dents, burns, repairs or other physical conditions that might impair extinguisher function.
7. Examine pressure gauge or safety relief assembly (CO2 extinguisher) to ensure that it is of the proper type, installed correctly, within proper operating range and has no damage, corrosion or obstruction.
8. Examine valve assembly and ensure valve stem is not corroded or damaged and that there is no powder or foreign matter in valve opening.

SPECIFICATIONS continued

9. Examine pull pin and check for freedom of movement by breaking the tamper seal and removing pin.
10. Examine handle and operating lever to ensure that they operate correctly, are not damaged or corroded and rivets are secure.
11. Examine nozzle/hose assembly, verify that it is of the proper type and size and has no cracks, cuts, abrasions, obstructions or thread damage.
12. Remove hose assembly, inspect diffuser holes to ensure that they are not damaged or obstructed, perform conductivity test, replace (if applicable) or reinstall and label hose assembly as passing conductivity test (i.e. 10, 15, 20 lb. CO2 extinguishers). Record all required information in accordance with applicable NFPA standards on a durable service tag and securely affix to hose assembly.
13. Examine hose retainer/horn retention band to ensure it is secure and properly retains hose/horn.
14. Turn unit and fluff powder in dry chemical extinguisher.
15. Weigh extinguisher and verify that the total charged weight is within the indicated allowable tolerance printed on the extinguisher.
16. Clean cylinder shell of all dirt or foreign deposits and ensure operating instructions are clean, legible, securely affixed to extinguisher and face outward when extinguisher is returned to the proper location.
17. Record all required information in accordance with applicable NFPA standards on a durable service tag and securely affix tag to extinguisher. (In detention facilities, only plastic ties shall be used to affix tag to extinguisher).

4. Recharging and Six (6) Year Maintenance Service

Recharging

The Contractor shall recharge extinguishers, as needed, due to leakage, vandalism and accidental or purposely discharging of extinguishers.

Recharging costs shall be billed separately only when recharging is required due to leakage, vandalism and/or accidental or purposely discharging of extinguishers by City personnel. Recharging required when completing six (6) year maintenance service or hydrostatic testing shall be included in the bid price for the applicable service and **shall not** be billed separately as "Recharge".

On-site recharging shall be provided when requested. On site recharging shall mean recharging is provided in a Contractor owned vehicle approved for servicing fire extinguishers and the vehicle is located on the property of the facility being serviced.

Only refill extinguishing agents listed on the cylinder and/or as recommended by the manufacturer shall be used and the Contractor shall maintain an adequate stock of extinguishing agents to ensure that recharging can be accomplished as required.

Halon extinguishers shall be recharged only when approved by the City. The Contractor shall notify the authorized City facility representative when a halon extinguisher requires recharging and the representative shall determine whether the extinguisher is to be recharged or replaced. Should the City elect recharging of a halon extinguisher, all costs

SPECIFICATIONS continued

to claim and recover the extinguishing agent shall be included in the “Recharge” bid price.

5. Six (6) Year Maintenance

The Contractor shall perform six (6) year maintenance on extinguishers as required.

Recharging required for completion of six (6) year maintenance service shall be included in the six (6) year maintenance bid price and **shall not** be billed separately as “Recharge”.

Recharging and six (6) year maintenance shall include, but is not limited to the following steps (as applicable):

1. Remove pull pin, expel extinguishing agent and depressurize cylinder.
2. Remove nozzle/hose assembly, verify that it is of the proper type and size and examine for any internal blockage, damage or wear.
3. Remove hose assembly, inspect diffuser holes to ensure that they are not damaged or obstructed, perform conductivity test, reinstall, and label hose assembly as passing conductivity test (when applicable) (i.e. 10, 15, 20 lb. CO2 extinguishers).
4. Remove valve assembly from cylinder.
5. Remove siphon tube and retainer nut from valve body, examine and replace if any damage or thread wear is evident.
6. Remove neck o-ring from valve, examine for cuts, cracking or deformation, lubricate or replace when required.
7. Remove valve stem, spring and valve stem o-ring, examine for cracks, deformation, corrosion or damage, clean valve stem and spring, and clean and lubricate valve stem o-ring or replace parts when required.
8. Ensure all extinguishing agent is emptied from cylinder and thoroughly examine cylinder condition both internally and externally.
9. Examine and clean valve body internal sealing surfaces and internal threads. Clean and lubricate external threads. Replace valve if there is evidence of thread damage, wear, internal scratches or other structural damage.
10. Remove safety relief nut, washer and disc assembly, replace with new assembly, install new washer into valve port followed by a safety relief nut (CO2 extinguisher).
11. Ensure pressure gauge is of the proper type and is not corroded, obstructed or physically damaged.
12. Examine handle and operating lever to ensure they are not damaged or corroded and rivets are secure.
13. Reassemble valve and siphon tube.
14. Test operating lever to verify proper movement.
15. Fill extinguisher to rated capacity with proper extinguishing agent as specified on the extinguisher.
16. Attach verification of service collar indicating month and year service performed.
17. Lubricate top of valve stem and screw valve assembly and siphon tube into cylinder.
18. Attach recharge adapter, proper pressurization source and pressurize to proper charge pressure.
19. Insert pull pin into operating lever, disconnect pressurization source, remove recharge adapter and install tamper seal through pull pin.
20. Perform leak test on extinguisher using proper medium.

21. Reattach nozzle/horn/hose assembly and secure hose/horn into hose/horn retainer/retention band.

SPECIFICATIONS continued

22. Weigh extinguisher and verify that it meets the charged weight printed on the extinguisher.
23. Clean cylinder shell of all dirt or foreign deposits and ensure operating instructions are clean, legible, securely affixed to extinguisher and face outward when extinguisher is returned to the proper location.
24. Record all required information in accordance with NFPA standards on durable service tag and securely affix tag to extinguisher. (In detention facilities, only plastic ties shall be used to affix tag to extinguisher).

6. Hydrostatic Testing

It shall be the Contractor's responsibility to ensure hydrostatic testing of extinguishers and applicable hose assemblies is performed, when required, by properly trained and permitted employees using suitable testing equipment and facilities.

Recharging required for completion of hydrostatic testing shall be included in the hydrostatic testing bid price and **shall not** be billed separately as "Recharge".

Hydrostatic testing shall be performed when there is evidence of corrosion, mechanical damage or other reasons to question the integrity of the extinguisher or when extinguishers are due to be tested to meet the five (5) or twelve (12) year hydrostatic testing requirements of NFPA 10.

Hydrostatic testing shall be performed only by D.O.T. approved cylinder re-qualification facilities. Upon request by the City, bidding firms approved as cylinder re-qualification facilities must submit proof of D.O.T. approval.

Bidding firms that subcontract hydrostatic testing shall provide the company name, address and telephone number of the D.O.T. approved cylinder re-qualification facility to be used (reference item #1 under "Additional Terms and Conditions). The City's contract will be with the successful bidder only. Any/all work performed by a subcontractor or payment to a subcontractor will be the sole responsibility of the successful bidder.

Extinguishers shall be visually examined both internally and externally prior to hydrostatic testing.

Upon completion of the hydrostatic testing, a verification of service collar indicating the month and year the service was performed shall be affixed to the extinguisher and all required information shall be recorded in accordance with applicable NFPA standards on a durable hydrostatic testing label and the label shall be securely affixed to the extinguisher. Metal stamping is not acceptable except that the hydrostatic test date shall be stamped into CO2 cylinders.

In accordance with NFPA 10, Chapter 8, Table 8.3.1 extinguishers shall be hydrostatically tested at intervals not exceeding chart below:

<u>Extinguisher Type</u>	<u>Testing Interval Years</u>
Stored Pressure Water, Water Mist, Loaded Stream or Antifreeze	5

SPECIFICATIONS continued

<u>Extinguisher Type</u>	<u>Testing Interval Years</u>
Wetting Agent	5
Film-Forming Fluoroprotein Foam (FFFP)	5
Aqueous Film Forming Foam (AFFF)	5
Dry Chemical, stainless steel shell	5
Carbon Dioxide	5
Wet Chemical	5
Dry Chemical, stored pressure with brazed brass, mild-steel or aluminum shell	12
Dry Powder, stored pressure, cartridge or cylinder operated with mild steel shells	12
Dry Chemical, cartridge or cylinder operated with mild steel shell	12
Halogenated Agents	12
Clean Agents	12

7. PARTS

The Contractor shall maintain or have immediate access to commonly used replacement parts to ensure that services required under this contract can be completed in a timely manner.

The City understands that the Contractor may not supply all parts required for all work to be performed, however, the Contractor must commit to providing all effort necessary in obtaining all needed parts in an expeditious manner.

All parts shall be new and shall be original equipment manufacturer (OEM) parts or approved equal. An approved equal shall meet or exceed OEM specifications for the part being replaced.

SPECIFICATIONS continued

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

Any owner manual(s), instructions or other documentation supplied with parts shall be provided to the City upon completion of installation.

Upon request by the City, worn, damaged, broken or defective parts replaced shall be returned to the City for inspection. Parts returned for the City's inspection shall be labeled, identifying the part and extinguisher from which the part was removed..

8. PARTS WARRANTY

The warranty period for parts furnished shall be for the manufacturer's standard warranty period. The warranty period shall commence upon date of acceptance by the City. The Contractor shall provide the City any written manufacturer warranty documents upon completion of the installation.

9. SPECIAL REQUIREMENTS

The Contractor shall coordinate the working hours with each facility and the working hours must be approved by the City. Once work begins, work will be conducted daily in a timely and continuous manner until complete and shall not be delayed for any Contractor reason(s).

The Contractor is responsible for furnishing the appropriate service manuals for all extinguishers. All tools and equipment used while performing the work required under this contract 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.

All parts/materials incorporated in the permanent work shall be new (with the exception of halon extinguishing agent or alternate) and both workmanship and materials shall be the best of quality.

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 thirty (30) days after completion of work. The warranty period shall commence upon date of acceptance by the City.

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

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. All safety equipment used shall meet or exceed all applicable OSHA standards for safety.

SPECIFICATIONS continued

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 or damage was done.

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 contractor materials, supplies, tools and equipment and the entire work area shall be cleaned to a normal or "first class" condition as judged by the City.

10. FIRE EXTINGUISHER INVENTORIES

Attached hereto is a listing of all City facilities to be serviced and the most current physical inventory listing of portable fire extinguishers located at each facility. **The inventories shall be considered reasonable for bidding purposes and bid award shall be based on the quantities, types and sizes of extinguishers listed in the attached inventories.**

Most fleet vehicle and heavy equipment extinguishers have been excluded from the inventories and will not be considered for bid award, however, when requested to do so by departments and/or divisions, the successful Contractor shall service fleet vehicle and heavy equipment fire extinguishers that have not been included in the inventories and the cost to service these extinguishers shall be the same as the bid prices established as a result of this bid for extinguishers of the same type and size.

11. Inventory Accountability

To ensure that all extinguishers are accounted for and serviced as required, the Contractor will be required to assist the City in updating and maintaining as accurately as possible the inventory listings included herein.

Upon performing annual maintenance service at each facility, the Contractor shall compare the information printed on each extinguisher being serviced with the facility inventory listing included herein, shall ensure that each extinguisher is accounted for on the listing and shall update the listing by entering the month and year in the applicable column for the type of service performed on each extinguisher.

When comparing the actual extinguisher information with the inventory listing, the Contractor may find discrepancies due to illegible information, damaged labels, information that could not be located, transposed letters/numbers, previous contractor error(s), extinguisher not in listed location, etc. however, enough information was obtained from each extinguisher during the physical inventory that each extinguisher should be easily identifiable on the inventory listing.

When able to identify errors, discrepancies, omissions, etc., the Contractor shall make corrections to the inventory listing.

SPECIFICATIONS continued

The Contractor shall forward to the Purchasing Division, an updated and, if applicable, corrected inventory listing for each facility upon completion of the annual maintenance service at all facilities.

12. TERM OF CONTRACT

The term of the contract shall be for a period of five (5) years with a base year plus an option to renew for four (4) additional one (1) year periods.

Award will be based solely on the original term of the contract. Upon successful completion of the original contract term, renewal may be considered provided both parties agree, the terms and conditions remain the same and renewal is in the best interest of the City.

13. PROPOSAL PRICES

Proposal prices established as a result of this proposal for annual maintenance, recharging, six year maintenance and hydrostatic testing shall apply to both scheduled and unscheduled services.

Cost of all parts/materials required including, but not limited to, extinguishing agents, o-rings, valve stems, pull pins, tamper seals, verification collars and inspection tags/labels to perform the aforementioned services shall be included in the proposal price for the applicable service and **shall not** be billed separately.

13.1 Annual Maintenance, Six (6) Year Maintenance and Hydrostatic Testing Bid Prices

Proposal prices shall be ALL INCLUSIVE. All costs including, but not limited to, parts, materials, labor, truck charges, mileage, travel time, per diem, fuel costs, fuel surcharges, hazardous material handling fees, environmental impact fees, waste disposal fees and applicable taxes shall be included in the proposal prices.

NOTE: The cost for recharging upon completion of the six (6) year maintenance service and hydrostatic testing shall be included in the proposal price for the applicable service and **shall not** be bid separately as “Recharge”.

13.2 Recharge Proposal Prices

Proposal prices for recharging shall be for leakage, vandalism and accidental or purposely discharging of extinguisher only and the proposal prices shall be ALL INCLUSIVE. All costs including, but not limited to, parts, materials, labor, truck charges, mileage, travel time, per diem, fuel costs, fuel surcharges, hazardous material handling fees, environmental impact fees, waste disposal fees and applicable taxes shall be included in the proposal prices.

NOTE: The cost for recharging upon completion of six (6) year maintenance service or hydrostatic testing shall be included in the proposal price for the applicable service and **shall not** be bid separately as “Recharge”.

13.3 Purchase of Extinguishers/Wall Brackets

The City may have the need to purchase various types and sizes of fire extinguishers and/or universal wall mounts during the term of the contract. Should the need arise, these

SPECIFICATIONS continued

items shall be purchased at cost to the Contractor plus the percentage of mark-up over cost established as a result of this bid.

The City shall reserve the right to, at any time during the term of the contract, request copies of manufacturer/supplier invoices to substantiate the cost of purchased extinguishers/brackets to the Contractor.

Material Safety Data Sheets (MSDS) must be supplied with purchased extinguishers.

13.4 PRICE INCREASES

Proposal prices shall remain firm for the entire term of the contract. Should the contract be renewed, price increases, if needed, will be considered at the beginning of the renewal term, however, price increases requested shall not exceed the percentage of increase established as a result of this proposal.

14. ADDITIONAL REQUIREMENTS/RESPONSIBILITIES

Each bidding firm must possess, at minimum, a valid and current "Class C" Fire Equipment Dealers License issued by South Carolina Department of Labor, License and Regulation (LLR)-

Office of the SC State Fire Marshall. Each bidding firm shall employ fully trained technicians possessing valid and current permits issued by SC LLR-Office of the SC State Fire Marshal and the specific types of work performed by these individuals must be limited to the class of permit held by the individuals.

The successful Contractor shall be experienced in performing services similar in scope and to the degree specified in these proposal specifications. The successful Contractor shall have finances, personnel, facilities and equipment sufficient to perform the services required under this contract.

While performing or causing the performance of any of the services required under this contract, the successful Contractor shall comply with all applicable federal, state, municipal and local laws, rules, regulations, standards, codes and ordinances including, but not limited to, NFPA 10, Standard for Portable Fire Extinguishers; SC Dept. of Labor, Licensing and Regulation-Office of State Fire Marshall Sub-article 8 Fire Extinguishers-Portable and Fixed Station and OSHA Standard 29 CFR 1910.157, Portable Fire Extinguishers. The latest edition(s) or when applicable, edition(s) as adopted by the local authority having jurisdiction shall apply.

The Contractor must maintain, at all times during the term of the contract and shall upon award of the contract, furnish to the City, a service call telephone number. It shall be the Contractor's responsibility to notify the City any time the service call number is changed, out of order or temporarily disconnected.

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

SPECIFICATIONS continued

15. ADDITION/DELETION OF EXTINGUISHERS/FACILITIES

During the term of the contract, the City shall reserve the right to add new/delete existing extinguishers/facilities to/from the contract if/when the need arises. Such additions/deletions shall in no way affect, vitiate or make void the contract or any part thereof, except that which is necessarily affected by such additions/deletions.

The cost to service added extinguishers shall be at the proposal prices established as a result of this proposal for extinguishers of the same type and size or determined through negotiation between the City and Contractor when a proposal price has not been established.

If/when City facilities/extinguishers are deleted from the contract, the Contractor shall be paid any outstanding balance for services completed and accepted as satisfactory by the City.

16. INVOICING

Services performed for each facility, or when applicable, each department or division within a facility must be invoiced separately and invoices shall be submitted for payment upon satisfactory completion of each service.

Invoices shall include the blanket purchase order number, name of the facility serviced, service date(s) and itemized list of services performed.

No invoice shall be submitted for payment prior to service(s) being performed.

Invoices shall be submitted to:

City of Myrtle Beach
Finance Department – Accounts Payable
PO Box 2468
Myrtle Beach, SC 29578

EVALUATION INFORMATION

The RFP Team must be confident that the proposal will perform and meet the needs of its members. The RFP Team will evaluate and may make award based on the proposals that are determined to be the best value to the members based on the criteria listed below.

All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the RFP, the RFP Team will determine whether the variance is significant enough to consider the proposal.

TECHNICAL EVALUATION CRITERIA 45%

Pass Performance: 25%

- Experience
- Efficiency and Effectiveness
- Cooperative

Project Manager: 15%

- Key Personnel
- Understanding
- Project Coordination

Technical Approach: 15%

- Quality Control
- Safety Plan
- Construction Schedule Plan
- Realistic Plan (project plan)

BUSINESS PROPOSAL: 30%

- Cost/Price:

COMPLETENESS: 25%

- Submit all requirements
- Reasonableness; Price, Reasonable within a competitive range
- Realism; Understanding of the work and the ability to perform the contract

Total 100%

PORTABLE FIRE EXTINGUISHERS

City Facilities and Locations

Each facility listed below shall be invoiced separately. When separate departments/divisions are listed under one facility, each department/division must also be invoiced separately.

- | | | |
|-----|--|--|
| 1. | City Hall | 937 Broadway |
| | a. Planning (1 st floor) | |
| | b. City Manager Offices (2 nd floor) | |
| 2. | City Hall Annex | 605 10 th Avenue North |
| 3. | City Services Bldg. | 921 North Oak Street |
| | a. City Services Offices (1 st floor) | |
| | b. Fire Administration (2 nd floor) | |
| 4. | Law Enforcement Center | 1101 North Oak Street |
| | a. Administration | |
| | b. Jail | |
| | c. Municipal Court | |
| | d. Victims Advocate | |
| 5. | Police Annex | 3340 Mustang Street |
| 6. | Fire Station #1 | 1250 Mr. Joe White Avenue |
| 7. | Fire Station #2 | 5338 North Kings Highway |
| 8. | Fire Station #3 | 2108 South Kings Highway |
| 9. | Fire Station #4/Police Substation | 1170 Howard Parkway |
| | a. Fire Dept. Side | |
| | b. Police Dept. Side | |
| 10. | Fire Station #5 | 804 79 th Avenue North |
| 11. | Fire Station #6 | 970 38 th Avenue North |
| 12. | Convention Center | 2101 North Oak Street |
| 13. | Pepper Geddings Recreation Center | 3205 North Oak Street |
| 14. | Ned Donkle Complex/ Field "F"/ Doug Shaw Stadium | 3205 North Oak Street - Behind Pepper Geddings Rec. Center |
| 15. | Parks Shop North | 701 33 rd Avenue North |

SPECIFICATIONS continued

City Facilities and Locations continued

16.	Tennis Center	3302 Robert M. Grissom Parkway
17.	Chapin Memorial Library	400 14 th Avenue North
18.	Myrtle Beach Colored School	900 Dunbar Street
19.	Train Depot	851 Broadway
20.	Canal Street Recreation Center	901 Canal Street
21.	Ticket.com(Pelicans) Field	1251 21 st Avenue North
22.	Health Clinic	3127 Mr. Joe White Avenue
23.	Public Works & Engineering, Administration Bldg/Shops	3210 Mr. Joe White Avenue
24.	Solid Waste Transfer Station	3221 Mr. Joe White Avenue
25.	Purchasing/Purchasing Warehouse	3231 Mr. Joe White Avenue
26.	Equipment Maintenance/ Parts Department	3231 Mr. Joe White Avenue
27.	Street Division Dayroom	3235 Mr. Joe White Avenue
28.	Humane Society	3241 Mr. Joe White Avenue
29.	Ocean Woods Cemetery	2408 South Kings Highway
30.	Base Recreation Center	800 Gabreski Lane
32.	Building Maintenance/Parks Shop South	974 Crabtree Lane
33.	Crabtree Gymnasium	1004 Crabtree Lane
34.	Grand Park Athletic Complex	1000 Meyers Avenue
35.	Fields 5 & 6	238 Forbus Court

ADDITIONAL TERMS AND CONDITIONS

1. Include with your proposal at least two (2) references of similar work performed by your company. Telephone number and person to contact must be included for proposal consideration.

a) _____

b) _____

2. Include with your proposal any written warranties that apply.

3. **Insurance Requirements are attached. Work cannot begin until a valid Certificate is provided meeting all requirements. A Performance and Payment Bond in the amount of 100% of the contract price will be required. The Certificate of Insurance and the Performance and Payment Bonds must be provided on the attached forms by the successful proposer after notification of intent to award.**

4. List any exceptions to specifications:

5. A City Business License will be required prior to commencement of work. For information contact the Business License Office at (843) 918-1200.

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 additionally named insureds under the policy and, as such, will be provided thirty (30) days written notice by registered 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 certified mail, return receipt required, in the event of coverage cancellation.

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

INSURANCE REQUIREMENTS continued

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

<u>CERTIFICATE OF INSURANCE</u>					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.			
COMPANIES AFFORDING COVERAGE						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999			COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW						
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	<u>TYPE OF INSURANCE</u>	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	<u>LIMITS</u>	
A	<u>General Liability</u> <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	<u>Automobile Liability</u> <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 \$ \$ \$
	<u>Garage Liability</u> <input type="checkbox"/> Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<u>Excess Liability</u> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<u>Workers Compensation</u> (and Employer's Liability) 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
	<u>Other</u>					
Description of Operations/Locations/Vehicles/Special Items: City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
CERTIFICATE HOLDER			CANCELLATION			
City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468			Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.			
			INSURANCE AGENT SIGNATURE			

PROPOSAL PRICES

Proposal prices shall reflect price per unit except where specified otherwise.

Proposal price for each service shall be ALL INCLUSIVE as previously stated in these proposal specifications. "Recharge" proposal prices shall reflect the cost for recharging of extinguishers only when due to leakage, vandalism and accidental or purposely discharging of extinguishers by City personnel. The cost to recharge extinguishers upon completion of six (6) year maintenance or hydrostatic testing services shall be included in the proposal prices for the applicable service.

<u>Item #</u>	<u>Description/Size</u>	<u>Qty</u>	<u>Annual Maintenance (per unit)</u>	<u>Extended Price</u>
1.	Multi-Purpose Dry Chemical – ABC 20 lb.	5 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
2.	Multi-Purpose Dry Chemical - ABC 10 lb.	294 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
3.	Multi-Purpose Dry Chemical - ABC 6 lb.	7 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
4.	Multi-Purpose Dry Chemical - ABC 5 lb.	98 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			

Company Name: _____

Authorized Signature: _____

BID PRICES continued

<u>Item #</u>	<u>Description/Size</u>	<u>Qty</u>	<u>Annual Maintenance (per unit)</u>	<u>Extended Price</u>
5.	Multi-Purpose Dry Chemical - ABC 4 lb.	1 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
6.	Multi-Purpose Dry Chemical - ABC 2.5 lb.	31 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
7.	Regular Dry Chemical - BC 20 lb.	1 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
8.	Regular Dry Chemical - BC 10 lb.	3 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			
9.	Regular Dry Chemical - BC 5 lb.	1 ea	\$_____	\$_____
	Recharge \$_____/ea			
	Hydrostatic Testing \$_____/ea			
	Six (6) Year Maintenance Service \$_____/ea			

Company Name: _____

Authorized Signature: _____

BID PRICES continued

<u>Item #</u>	<u>Description/Size</u>	<u>Qty</u>	<u>Annual Maintenance (per unit)</u>	<u>Extended Price</u>
10.	Regular Dry Chemical - BC 2.5 lb. Recharge \$_____/ea Hydrostatic Testing \$_____/ea Six (6) Year Maintenance Service \$_____/ea	20 ea	\$_____	\$_____
11.	Clean Agent – FE36 9.5 lb. Recharge \$_____/lb Hydrostatic Testing \$_____/ea Six (6) Year Maintenance Service \$_____/ea	1 ea	\$_____	\$_____
12.	Clean Agent - FE36 5 lb. Recharge \$_____/lb Hydrostatic Testing \$_____/ea Six (6) Year Maintenance Service \$_____/ea	2 ea	\$_____	\$_____
13.	Halon 1211 9 lb. Recharge \$_____/lb Hydrostatic Testing \$_____/ea Six (6) Year Maintenance Service \$_____/ea	1 ea	\$_____	\$_____
14.	Wet Chemical – Class K 2.5 gl. Recharge \$_____/ea Hydrostatic Testing \$_____/ea	1 ea	\$_____	\$_____

Company Name: _____**Authorized Signature:** _____

BID PRICES continued

<u>Item #</u>	<u>Description/Size</u>	<u>Qty</u>	<u>Annual Maintenance (per unit)</u>	<u>Extended Price</u>
15.	Wet Chemical – Class K 6 lt. Recharge \$_____/ea Hydrostatic Testing \$_____/ea	10 ea	\$_____	\$_____
16.	Water 2.5 gl. Recharge \$_____/ea Hydrostatic Testing \$_____/ea	1 ea	\$_____	\$_____
Annual Maintenance Total Cost (Items 1 – 16)				\$_____

Please provide percentage over cost to be charged should the City need to purchase fire extinguishers and/or universal wall mounting brackets during the term of the contract: _____%

Please provide a not-to-exceed percentage of price increase to be considered if needed and the contract is renewed for an additional term.
_____ % (To be applied to original bid prices)

Company Name: _____

Authorized Signature: _____

PROPOSAL AND SIGNATURE DOCUMENT

Bid Number: 17-R0048

The undersigned, as proposal, 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") to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the proposal documents. (If no addenda has been received, please place a zero in the space provided.)

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

We understand that any false statements made to meet any requirements may result in contract cancellation or initiation of action under Federal or State laws or both.

Bidder-Company Name

Addenda Numbers Received

City Business License Number

Telephone Number

Authorized Signature

Fax Number

Printed Name

Email

South Carolina Sales Tax Registration No.: _____

If SC Sales Tax No. not supplied, please state reason: _____

Federal Tax ID No. (FEIN): _____

Mailing Address

Date

City, State, Zip

Remittance Address (If different from mailing address)

City, State, Zip

Date: January 11, 2017



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 a current **City of Myrtle Beach Business License** a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

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

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

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

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

Year: _____ County: _____
(Name of County)

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

<u>Bid Amount</u>	<u>Within City Limits</u>	<u>Within Horry County</u>	<u>Within NESA Area</u>
Up to \$5000.00	5% of Bid	4% of Bid	3% of Bid
\$5001.00 to \$10,000.00	\$250.00 plus 4% of amount between \$5001.00 and \$10,000.00	\$200.00 plus 3% of amount between \$5001.00 and \$10,000.00	\$150.00 plus 2% of amount between \$5001.00 and \$10,000.00
\$10,001.00 and up	\$450.00 plus 3% of amount above \$10,000.00 with the maxium being \$2000.00, including the \$450.00	\$400.00 plus 2% of amount above \$10,000.00 with the maxium being \$1800.00, including the \$400.00	\$300.00 plus 1% of amount above \$10,000.00 with the maxium being \$1600.00, 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 a copy of their 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.