

City of Myrtle Beach Invitation for Bid

IFB 23-B0024 Fire Extinguisher Services

Issue Date: January 25, 2023



First in Service

The City of Myrtle Beach will not be responsible for any errors, omissions, or misrepresentations regarding any plans or solicitation documents that are obtained from any source other than the City of Myrtle Beach. It is the Contractor's sole responsibility to verify the authenticity of all documents associated with this project. The Contractor will be liable for any losses, damages, costs, and/or expenses incurred by operating from plans or documents that are not obtained directly from the City of Myrtle Beach.

www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php



INVITATION FOR BID	
IFB # 23-B0024 Fire Extinguisher Services	
Buyer Contact:	Brandon Hancock 843-918-2173 bhancock@cityofmyrtlebeach.com
Mandatory Pre-Bid Conference:	N/A
Opening Date & Time:	February 14, 2023 @ 2:00P.M. (local time)
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**

1.0 SUMMARY

1.01 DOCUMENT INCLUDES:

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

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

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

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

1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. 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 \$ 0 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

The City of Myrtle Beach intends to establish a term contract for maintenance and service of fire extinguishers throughout City buildings and properties. Servicing includes performing annual maintenance, recharging, six (6) year maintenance, and hydrostatic testing.

The awarded 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 and shall assist the City in maintaining accurate fire extinguisher inventories. The 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.

TERM OF CONTRACT

The term of this contract shall be for a period of one (1) year with the option to renew for four (4) additional one (1) year periods, provided both parties agree.

Either party may cancel this contract at any time after a thirty (30) day written notice has been received by the other party.

Prices shall remain firm for one (1) year and may only be increased during a renewal period, should the contract be renewed for additional years.

The costs of all parts and materials required for fire extinguisher maintenance including, but not limited to: extinguishing agents, o-rings, valve stems, pull pins, tamper seals, verification collars, and inspection tags/labels shall be included in the bid price for the applicable service and **shall not** be billed separately.

REQUIRED WORK

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

Upon award of this contract, the Contractor shall contact all specified facilities, conduct extinguisher inspections at the facilities, and perform any services that are due.

The Contractor shall 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 forty-eight (48) hours and shall schedule a time to complete the service request.

All extinguishers shall be serviced and maintained in accordance with the manufacturer’s recommended maintenance procedures, this contract, and the terms and conditions 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 percent (50%) of extinguishers on each premise at all times. After servicing, extinguishers shall be returned to the same location it was stationed.

Should the City accidentally or purposely discharge a loaned extinguisher, the City shall bare the cost of recharging the loaned extinguisher and the cost incurred shall be the same as the price schedule of this contract to recharge an extinguisher of the same type and size as the loaned extinguisher. Cost to repair and/or 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.

SERVICING

Services include:

- Annual Maintenance – Annually perform a thorough external examination of extinguishers and repairing and/or replacing parts when required.
- 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.
- Six (6) Year Maintenance – Completely emptying extinguishers, performing thorough examination of extinguisher both internally and externally, repairing and/or replacing parts as needed and recharging extinguishers.
- Hydrostatic Testing – Completely emptying extinguishers, performing thorough examination of extinguisher both internally and externally, repairing and/or replacing parts as needed, pressure testing by hydrostatic methods and recharging extinguishers.

Annual Maintenance, six-year maintenance, and hydrostatic testing bid 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 bid prices.

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

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 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.
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 and hose assembly, verify that it is of 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. **Only plastic ties shall be used to affix tag to extinguisher in detention facilities.**

RECHARGING

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

Recharging costs shall be billed separately only when recharging is required due to leakage, vandalism, accidental and/or purposeful discharging of extinguishers by City personnel. Recharging required when completing six 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 to claim and recover the extinguishing agent shall be included in the "Recharge" bid price.

SIX-YEAR MAINTENANCE SERVICE

The Contractor shall perform six year maintenance on extinguishers as required. Recharging required for completion of six year maintenance service shall be included in the six-year maintenance bid price and **shall not** be billed separately as "Recharge."

Recharging and six-year maintenance shall include, but are 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, replaced 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.
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.

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 in a D.O.T. approved cylinder re-qualification facilities. Upon request by the City, bidding firms that have been 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, extinguisher shall be hydrostatically tested at intervals not exceeding chart below:

Extinguisher Type	Testing Interval Years
Stored Pressure Water, Water Mist, Loaded Stream or Antifreeze	5
Wetting Agent	5
Film-Forming Fluoroprotein Foam	5
Aqueous Film Forming Foam	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

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.

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.

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.

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 of best 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.

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.

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. However, Contractor will be responsible for all portable

fire extinguishers located at each facility and will be responsible for updated the physical inventory listing.

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.

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.

If there are any fire extinguishers that are discovered not listed, the Contractor must notify the Buyer of its location and its last date of service, as marked on the service log. If a listed fire extinguisher is missing, the Contractor must notify the Buyer and provide the listed location, type, and size.

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 as well as notifying the Buyer.

The Contractor shall forward to the Procurement Division, an updated and, if applicable, corrected inventory listing for each facility upon completion of the annual maintenance service at all facilities. This contract will not be considered for yearly renewal without an annual inventory listing.

ANNUAL MAINTENANCE, SIX YEAR MAINTENANCE & HYDROSTATIC TESTING

Bid 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 bid prices.

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

RECHARGE BID PRICES

Bid prices for recharging shall be for leakage, vandalism and accidental or purposely discharging of extinguisher only and the bid 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 bid prices.

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

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 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.

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

PRICE INCREASES

Bid prices shall remain firm for the entire initial 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 bid.

ADDITIONAL REQUIREMENTS/RESPONSIBILITIES

Each bidding firm must possess and mandatorily provide, at minimum, a valid and current “Class C” Fire Equipment Dealers License issued by South Carolina Department of Labor, License, and Regulations (LLR) and must employ fully trained technicians possessing valid and current permits issued by the Office of the South Carolina State Fire Marshal. The Contractor shall be experienced in performing services similar in scope and to the degree specified in these bid 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, regulation, standards, codes and ordinances including, but not limited to, NFPA 10, Standard for Portable Fire Extinguishers, LLR, Office of State Fire Marshal 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.

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 bid prices established as a result of this bid for extinguishers of the same type and size or determined through negotiation between the City and Contractor when a bid 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.

BID AWARD

Sellers 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. Accordingly, please note that the award will be made to the responsible seller 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 services. No invoices or payments will be issued prior to services being performed. All invoices must reference the purchase order number, quantity, unit price, extended price, location of service, service date(s), an itemized list of services performed, and extended price. Invoices shall be submitted to:

City of Myrtle Beach
Accounts Payable
PO Box 2468
Myrtle Beach, SC 29578-2468
Or via email: accountspayable@cityofmyrtlebeach.com

PRICE SCHEDULE

Bid prices shall reflect price per unit except where specified otherwise. **Bid price for each service shall be ALL INCLUSIVE as previously stated in these specifications.** "Recharge" bid prices shall reflect the cost for recharging of extinguisher only when due to leakage, vandalism, and accidental or purposeful discharging of extinguishers by City personnel. The cost to recharge extinguishers upon completion of six-year maintenance or hydrostatic testing services shall be included in the proposal prices for the applicable service.

Item #	Description/Size	Qty.	Unit of Issue	Annual Maintenance	Six-Year Maintenance	Recharge	Hydrostatic Testing
1	Multi-Purpose Dry Chemical ABC 20 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
2	Multi-Purpose Dry Chemical ABC 10 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
3	Multi-Purpose Dry Chemical ABC 6 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
4	Multi-Purpose Dry Chemical ABC 5 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
5	Multi-Purpose Dry Chemical ABC 4 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
6	Multi-Purpose Dry Chemical ABC 2.5 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
7	Regular Dry Chemical BC 20lb.	1	JA	\$_____	\$_____	\$_____	\$_____
8	Regular Dry Chemical BC 10 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
9	Regular Dry Chemical BC 5 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
10	Regular Dry Chemical BC 2.5 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
11	Clean Agent FE36 9.5 lb.	1	JA	\$_____	\$_____	\$_____	\$_____

PRICE SCHEDULE

Bid prices shall reflect price per unit except where specified otherwise. **Bid price for each service shall be ALL INCLUSIVE as previously stated in these specifications.** "Recharge" bid prices shall reflect the cost for recharging of extinguisher only when due to leakage, vandalism, and accidental or purposeful discharging of extinguishers by City personnel. The cost to recharge extinguishers upon completion of six-year maintenance or hydrostatic testing services shall be included in the proposal prices for the applicable service.

12	Clean Agent FE36 5 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
13	Halon 1211 9 lb.	1	JA	\$_____	\$_____	\$_____	\$_____
14	Wet Chemical Class-K 2.5 gl.	1	JA	\$_____	\$_____	\$_____	\$_____
15	Wet Chemical Class-K 6 lt.	1	JA	\$_____	\$_____	\$_____	\$_____
16	Water 2.5 gl.	1	JA	N/A	N/A	\$_____	\$_____
17	Totals			\$_____	\$_____	\$_____	\$_____

Company Name: _____

Authorized Signature: _____

Email Address: _____

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 (applied to original bid prices) to be considered, if needed, if the contract is renewed for additional terms:

2nd year price increase: _____%

3rd year price increase: _____%

4th year price increase: _____%

5th year price increase: _____%

**City of Myrtle Beach
INSURANCE REQUIREMENTS**

PUBLIC LIABILITY AND PROPERTY DAMAGE

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

AUTOMOBILE LIABILITY

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

WORKERS' COMPENSATION INSURANCE

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

EXCESS LIABILITY POLICY

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

POLICY ENDORSEMENTS

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

A. General Liability and Automobile Liability

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

B. Workers' Compensation

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

INSURANCE REQUIREMENTS continued

NOTIFICATION OF INSURANCE COMPANIES

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

CERTIFICATES OF INSURANCE

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

INSURER LICENSING AND RATING

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

INSURANCE COVERAGE ADJUSTMENTS

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

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

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

HOLD HARMLESS

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

INSURANCE REQUIREMENTS continued

SAMPLE

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

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 AND SIGNATURE DOCUMENT

Bid Number: 23-B0024

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): _____



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

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

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

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

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

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

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

Year: _____ County: _____
(Name of County)

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

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

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

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