

# City of Myrtle Beach Request for Proposal

## RFP 24-R0025 Water Safety and Beach Concessions

**Issue Date: March 27, 2024**



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](http://www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php)



### Small Business Survey

The City of Myrtle Beach Procurement Office is interested in collecting aggregate data on the status of companies doing business with the City. We request your participation in our survey by answering the following question. Your answer(s) will not be used to make any determination in the outcome of this solicitation. This page will be removed from your submission upon proposal opening, and no personal or company information will be attached.

**Do you have any type of certification or contracting designation from the Small Business Administration, the State of South Carolina, or any other local government?**

NO

YES - Please check all that apply:

Woman-Owned Small Business

Veteran-Owned Small Business

Service-Disabled Veteran Small Business

Minority-Owned Small Business (please check all that apply)

African American

Asian American

Native American

Pacific Islander

LGBTQ

Latinx

Disadvantaged Business Enterprise (DBE)/SBA-8(A)

HUBZone

Other (please specify): \_\_\_\_\_

# City of Myrtle Beach Procurement Division

REQUEST FOR PROPOSAL	
RFP # 24-R0025 Water Safety and Beach Concessions	
Buyer Contact:	Ann Sowers 843-918-2172 <a href="mailto:asowers@cityofmyrtlebeach.com">asowers@cityofmyrtlebeach.com</a>
<b>Informational Pre-Proposal Conference:</b>	<b>Monday, April 8, 2024 at 10:00AM (local time)</b> 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577
<b>Opening Date &amp; Time:</b>	<b>Friday, May 3, 2024 at 2:00PM (local time)</b>
Proposal Delivery Location:	3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

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

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

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

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

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

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

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

## Offeror to complete this section:

Name of Offeror: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Please note:** Signature is required on page 24.

1                                   **CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS**  
2                                   **MUST BE SIGNED AS PART OF REQUEST FOR PROPOSAL PACKAGE**  
3  
4

5   **1.0    SUMMARY**

6  
7    1.01   DOCUMENT INCLUDES:

8  
9           2.0    Authority

- 10           2.01       Equal Weight and Force  
11           2.02       Written Explanations  
12           2.03       Disputes with Written Explanations  
13           2.04       Written Addenda

14  
15          3.0    Requirements for Written Proposal Documents

- 16           3.01       Availability of Documents  
17           3.02       Responsive Proposals  
18           3.03       Non-Responsive Proposals  
19           3.04       Document Completion  
20           3.05       Contents of Proposal Packet  
21           3.06       Single Package Requirement  
22           3.07       Proposal Submission  
23           3.08       Proposal Delivery/Opening  
24           3.09       Document and Content Ownership

25  
26          4.0    Full Examination

- 27           4.01       Thorough Investigation  
28           4.02       Pre-Proposal Meetings  
29           4.03       Evidence of Examination

30  
31          5.0    Pricing

- 32           5.01       Unit Pricing  
33           5.02       Cash Discounts  
34           5.03       Changes in Cost  
35           5.04       Price Evaluation  
36           5.05       Mobilization

37  
38          6.0    Tax Information

- 39           6.01       Sales Tax/Federal Tax  
40           6.02       Payment of Taxes  
41  
42  
43  
44

1	7.0	Material Assessment
2	7.01	Product Documentation
3	7.02	SDS
4	7.03	Evidence of Work/Product
5	7.04	Sample Submission
6	7.05	Sample Ownership
7	7.06	Furnished Items
8	7.07	Quality of Items
9		
10	8.0	Changes in Specifications
11	8.01	Authority of Specifications
12	8.02	Equipment
13	8.03	Deviation from Specifications
14	8.04	Material Preference
15	8.05	Changes after Award
16	8.06	Equivalent Items
17		
18	9.0	Modifications
19	9.01	Additional Work
20	9.02	Adjustments to Items/Work
21	9.03	Quantity Limits
22		
23	10.0	Bond and Insurance Requirements
24	10.01	Proposal Bonds
25	10.02	Performance/Payment Bonds
26	10.03	Insurance
27		
28	11.0	Delivery
29	11.01	Warehouse Deliveries
30	11.02	Dates
31	11.03	Delivery Price
32	11.04	Documentation
33	11.05	Wrong Deliveries
34		
35	12.0	Award Criteria/Timeline
36	12.01	Award Criteria
37	12.02	Contract Issuance
38	12.03	Commencement of Work
39	12.04	Contract Timeline
40	12.05	Notification
41	12.06	City Business License
42		
43		
44		

1	13.0	Offeror Responsibilities
2	13.01	Duration of Proposal
3	13.02	Transfer of Responsibilities
4	13.03	Drug-Free Workplace
5	13.04	Subcontractors
6	13.05	Coordination and Contact
7	13.06	Liquidated Damages
8	13.07	Force Majeure
9		
10	14.0	Hold Harmless, Release, and Indemnity Clause
11	14.01	Hold Harmless, Release and Indemnity
12		
13	15.0	Federal and State Laws
14	15.01	Employment Regulations
15	15.02	Ethics of Employees
16	15.03	Nondiscrimination in City Contracts
17	15.04	Compliance with Laws
18		
19	16.0	Financial Accounting
20	16.01	Availability of Funds
21	16.02	Payment
22	16.03	Representation
23		
24	17.0	Proposal Rejection/Withdrawal
25	17.01	Reasons for Rejection
26	17.02	Best Interest of the City
27	17.03	Determination of Responsibility
28	17.04	Disqualification
29	17.05	Withdrawal Timeline
30		
31	18.0	Disputes and Protests
32	18.01	Informal Dispute Resolution
33	18.02	Formal Dispute Resolution
34	18.03	Procedures/Timelines
35	18.04	Stay of the Procurement
36	18.05	Confidentiality of Information
37	18.06	Post-Filing Formal Protest Process
38	18.07	Formal Protest Decision Timeline and Notification
39	18.08	Appeals
40		
41		
42		
43		
44		

1	19.0	City Reserved Rights
2	19.01	Reserved Right
3	19.02	Final Judgment
4	19.03	Failure to Enforce
5	19.04	Clarification
6	19.05	Price Increase
7	19.06	Loss/Damage
8	19.07	Performance Failure
9	19.08	Termination for Convenience
10	19.09	Termination for Default
11	19.10	Negotiation
12		
13	20.0	ADA Compliance
14	20.01	Contact Information
15		
16	21.0	Signatures
17	21.01	Accuracy and Completeness
18	21.02	Non-Collusion
19	21.03	Compliance
20		

21 1.02 DEFINITIONS:

- 22
- 23 A. City of Myrtle Beach – herein referred to as “City.”
- 24 B. RFP – Request for Proposal
- 25 C. Offeror – any vendor, proprietor, business, company, service provider, or corporation
- 26 who submits a proposal to the City.
- 27 D. Proposal – the collection of documents that includes these general instructions, the
- 28 scope of work and/or specifications, a written offer, and signature page to
- 29 be used for consideration in negotiations and/or contract development.
- 30 E. Addendum – a written change, addition, alteration, correction, or revision to a proposal
- 31 document.
- 32 F. Bond – provides financial assurance that the proposal has been submitted in good faith,
- 33 that an offeror will enter into a contract at the amount proposed, and will
- 34 provide the appropriate performance and payment bonds.
- 35 G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by
- 36 which a third party accepts liability and guarantees that the offeror will not
- 37 withdraw from the proposal, must be submitted with proposal package if
- 38 over \$25,000.00
- 39 H. Performance Bond – guarantees execution of the terms of a contract, required for work
- 40 valued at \$25,000.00 or more for construction and/or any type of service,
- 41 must be received within ten (10) calendar days from date/time of
- 42 notification of award.
- 43 I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers
- 44 associated with the project, required for work valued at \$25,000.00 or

1 more for construction and/or any type of service, must be received within  
2 ten (10) calendar days from date/time of notification of award.  
3

4 **2.0 AUTHORITY:**

5  
6 **2.01 Equal Weight and Force.** The instructions herein contained are given for the purpose of  
7 guidance in properly preparing an applicable proposal. These directions have equal weight  
8 and force with the specifications and strict compliance is required with all of the provisions.  
9 Unless otherwise stated in the special instructions of the proposal, these general  
10 instructions shall apply.  
11

12 **2.02 Written Explanations.** Only written information from the procurement manager or an  
13 authorized representative of the procurement division is binding; therefore no verbal  
14 instructions or verbal information from any other source shall be binding on the City. The  
15 City shall not be responsible for any other explanation or interpretation and the decision of  
16 the procurement manager or an authorized representative of the procurement division shall  
17 be final and binding upon each Offeror.  
18

19 **2.03 Disputes with Written Explanations.** The written specifications are considered clear and  
20 complete. Failure of the Offeror to call attention in writing to any disputes, definitions,  
21 discrepancies, inconsistencies or incompleteness before the opening of the proposal in the  
22 time and manner set forth herein is a waiver of right to do so upon opening of the proposals.  
23 Clarifications requested by Offerors must be in writing not less than three (3) days before  
24 date and time set for receipt of proposals.  
25

26 **2.04 Written Addenda.** Should the procurement manager deem it necessary to alter proposal  
27 specifications, those alterations shall be made in the form of written addenda that shall be  
28 posted on the City website, and may be advertised in the South Carolina Business  
29 Opportunities (SCBO) online publication and the local newspaper. The Offeror is  
30 responsible for monitoring all of these sources and should not rely on a single source for  
31 updates. These addenda shall then be considered as part of these specifications. No  
32 interpretations of the meaning of the proposal specifications shall be made orally.  
33

34 **3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:**

35  
36 **3.01 Availability of Documents.** Proposal documents may be obtained through the City of  
37 Myrtle Beach website ([www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)), or in person at the City of Myrtle  
38 Beach Procurement Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577,  
39 Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal  
40 documents may be mailed or sent via e-mail by vendor request only.  
41

42 **3.02 Responsive Proposals.** The City of Myrtle Beach will review proposals on a pass/fail  
43 basis to determine whether the proposal is “responsive” to this RFP. A responsive  
44 proposal will contain all required documents and forms that are completed in their



1 entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately,  
2 and free from errors without noted corrections. The City reserves the right (at its sole  
3 discretion) to determine whether a proposal is responsive.  
4

5 **3.03 Non-Responsive Proposals.** Proposals that are incomplete, unsigned, improperly signed  
6 or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without  
7 initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-  
8 responsive.  
9

10 **3.04 Document Completion.** A proposal and signature document is provided as part of the  
11 solicitation. This form must be used in submitting a proposal and all pages of the proposal  
12 document must be completely filled out in blue or black ink and signed by the Offeror. No  
13 proposal shall be accepted unless submitted on the forms furnished herein. The format of  
14 the proposal documents shall not be altered in any way. Written errors made on the  
15 proposal documents prior to submission must be corrected by marking through the entry in  
16 blue or black ink and making the correct entry adjacent to the written error and initialed by  
17 the Offeror in blue or black ink.  
18

19 **3.05 Contents of Proposal Packet.** The general instructions, scope of work and/or  
20 specifications, and the proposal and signature document constitute the proposal packet. By  
21 submitting a proposal, the Offeror is deemed to have accepted all of the terms and  
22 conditions set forth in the proposal packet documents. Alternative proposals shall not be  
23 considered. All proposal packet documents, after completion by the Offeror, must be  
24 returned with the proposal in the same order as received by the Offeror.  
25

26 **3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section  
27 of this proposal request, submit one complete proposal package using the attached form(s),  
28 for proposed pricing.  
29

30 **3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly  
31 marked on the outside with the company name/address in the upper left-hand corner and  
32 proposal number/name and time/date of opening in the lower left-hand corner. This sealed  
33 envelope must be delivered to the procurement buyer. If the required information is not  
34 clearly stated on the outside of the envelope, the proposal is considered nonresponsive.  
35 It is the Offeror's responsibility to ensure that the proposal is delivered by the official  
36 opening date and time. Proposals submitted after the date and time set for receipt shall be  
37 considered late, regardless of the degree of lateness or the reason related thereto,  
38 including causes beyond the control of the Offeror. Late proposals shall not be opened  
39 and will be returned to the Offeror unopened. The City of Myrtle Beach is not  
40 responsible for late or misdirected mail.  
41

42 **3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in  
43 accordance with these instructions to Procurement Division, City of Myrtle Beach,  
44 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the

1 advertised hour of opening shall be securely kept sealed. Proposals are not subject to  
2 public opening.

3  
4 **3.09 Document and Content Ownership.** All documents, reports, proposals,  
5 submittals, working papers or other material submitted to the City from the Offeror  
6 shall become the sole and exclusive property of the City and in the public domain.  
7 However, as per the South Carolina State Procurement Code, Section 11-35-410,  
8 commercial/financial/price information and design concepts, methods, procedures,  
9 and recommendations can be held privileged and confidential, provided that the  
10 Offeror clearly marks that information as such. This includes biographical data on  
11 key employees. It will be the Offeror's responsibility to label information as  
12 proprietary. Failure to clearly identify information as privileged, confidential,  
13 and/or proprietary may be cause for public disclosure. The Offeror shall not  
14 copyright, or cause to be copyrighted, any portion of any of said documents  
15 submitted to the City as a result of this solicitation.

16  
17 **4.0 FULL EXAMINATION:**

18  
19 **4.01 Thorough Investigation.** Offerors shall make all investigations necessary to thoroughly  
20 inform themselves regarding plant and facilities for delivery of material and equipment  
21 and/or service to be performed as required by the proposal conditions. No plea of ignorance  
22 by the Offeror of conditions that exist or that may hereafter exist as a result of failure or  
23 omission on the part of the Offeror to make the necessary examination and investigations,  
24 or failure to fulfill in every detail the requirements of the contract documents, shall in no  
25 way relieve the Offeror from any obligation in respect to the proposal.

26  
27 **4.02 Pre-Proposal Meetings.** When Offerors are required to make site visits or attend  
28 mandatory pre-proposal meetings, all expenses shall be paid for by the Offeror, unless  
29 previous written arrangements are made with the City. Offeror must be physically  
30 present at the sign-in location with the Buyer at the start of the scheduled meeting time.  
31 The official start of each pre-proposal meeting will be determined by the Buyer with an  
32 announcement of the time and the final closing for Offerors to sign-in. Any Offeror  
33 arriving after the declared time announcement and closing of sign-in shall not be  
34 admitted to the pre-proposal meeting, and any proposals received shall be considered  
35 non-responsive.

36  
37 **4.03 Evidence of Examination.** Submission of a proposal will be considered as conclusive  
38 evidence of the Offeror's complete examination, understanding and acceptance of the  
39 specifications.

40  
41 **5.0 PRICING:**

42  
43 **5.01 Unit Pricing.** Unit pricing will govern over extended prices unless otherwise stated in  
44 special instructions in this proposal request. All prices quoted should be firm. In those

1 cases where a firm proposal cannot be made, consideration shall still be given to all  
2 Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal  
3 contains non-firm prices.  
4

5 **5.02 Cash Discounts.** Cash discounts, if allowed, should be so stated on the proposal form.  
6 Prices must, however, be based upon payment thirty (30) calendar days after delivery.  
7

8 **5.03 Changes in Cost.** If during the term of the contract entered into as a result of this proposal,  
9 the cost of material(s) is/are increased through no act on the part of the contractor other  
10 than to comply with any prevailing rise in the market price(s) of material(s) used, it shall  
11 be the contractor's responsibility to notify the City of Myrtle Beach Procurement Office in  
12 writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be  
13 increased only to the point of absorbing additional cost(s) of material(s) paid for by the  
14 contractor. At any time during the term of the contract, the City may request that the  
15 contractor provide written documentation from the manufacturer/supplier of the material(s)  
16 to substantiate price increase(s). If during the term of the contract, the cost of material(s)  
17 to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify  
18 the procurement buyer in writing.  
19

20 **5.04 Price Evaluation.** The City of Myrtle Beach shall evaluate the Offeror's price proposal  
21 for completeness, price reasonableness, price realism, and unbalanced pricing. Price  
22 reasonableness shall be established by competition and determined primarily by  
23 comparison with other offers submitted. Price realism shall be established by analysis of  
24 the unit price submitted to determine whether the estimated proposed price reflects a  
25 clear understanding of the requirements, are realistic for the work to be performed, and  
26 are consistent with the methods of performance and materials described in the Offeror's  
27 proposal. Unbalanced pricing exists when, despite an acceptable total evaluated price,  
28 the price of one or more contract line items is significantly overstated or understated and  
29 poses an unacceptable risk to the City. The City may determine that a proposal is  
30 unacceptable if the proposed price is materially unbalanced between line items.  
31

32 **5.05 Mobilization.** For projects requiring mobilization to the work site, proposal prices shall  
33 include the movement of personnel, equipment, and/or supplies necessary to complete the  
34 work specified as a separate line item. This shall include any temporary offices,  
35 buildings, or other facilities that may be necessary. The price shall not exceed ten  
36 percent (10%) of the overall proposal price, or up to the limit as defined in the project  
37 specifications, whichever is less.  
38

## 39 **6.0 TAX INFORMATION:**

40  
41 **6.01 Sales Tax/Federal Tax.** The City of Myrtle Beach pays South Carolina State Sales Tax.  
42 The City is exempt from Federal Excise Tax and shall issue exemption certificates if  
43 required. All prices should be quoted without tax applied. Tax will be applied at the  
44 time of invoicing according to the current state sales tax rate.

1  
2       **6.02 Payment of Taxes.** The contractor agrees to pay all taxes and license fees of whatever  
3 nature applicable to conduct business and furnish the City of Myrtle Beach, if requested,  
4 with duplicate receipts or other satisfactory evidence showing the prompt payment of all  
5 taxes and fees when referred to and showing that all licenses are in effect.  
6

7       **7.0 MATERIAL ASSESSMENT:**  
8

9       **7.01 Product Documentation.** Proposal shall include adequate brochures, latest printed  
10 specification and advertising literature describing the product(s) offered in such a fashion  
11 as to permit ready comparison with the specifications on an item-by-item basis where  
12 applicable.  
13

14       **7.02 Safety Data Sheet (SDS).** If so requested in the proposed documents, a completed SDS  
15 for the item(s) indicated must be provided with the proposal documents. Failure to submit  
16 this form upon request may result in rejection of proposal.  
17

18       **7.03 Evidence of Work/Product.** All Offerors must be prepared to present suitable evidence  
19 of similar work recently completed or goods supplied. Products are to be brand name or  
20 equal unless otherwise specified. If submitting an equal product, supporting documents  
21 must be provided with proposal.  
22

23       **7.04 Sample Submission.** When samples are required with a proposal, they must be submitted  
24 with the proposal unless approved by the procurement manager or procurement manager's  
25 authorized representative.  
26

27       **7.05 Sample Ownership.** Samples submitted shall become the property of the City of Myrtle  
28 Beach. The entire cost of the sample(s) shall be paid for by the Offeror unless previous  
29 written arrangements are made with the City.  
30

31       **7.06 Furnished Items.** Offerors are required to state exactly what they intend to furnish;  
32 otherwise, they shall be required to furnish the items as specified.  
33

34       **7.07 Quality of Items.** Offerors shall submit, with their proposal, data necessary to evaluate  
35 and determine the quality of the item(s) they are proposing. Unless otherwise specified,  
36 the Offeror shall unconditionally guarantee the items and workmanship being proposed. If  
37 any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty  
38 workmanship or material, the Offeror, upon notification and at the expense of the Offeror,  
39 shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure  
40 to replace items, the City may return the rejected items to the Offeror at the Offeror's risk  
41 and expense, or the City may dispose of them as its own property.  
42  
43  
44

1 **8.0 CHANGES IN SPECIFICATIONS:**

2  
3 **8.01 Authority of Specifications.** It shall be understood that in all cases the terms and  
4 conditions, as detailed in the specifications, shall supersede terms and conditions, as  
5 detailed in the general instructions. No verbal agreement or conversation with any officer,  
6 agent, or employee of the City shall affect or modify any of the terms and conditions.  
7

8 **8.02 Equipment.** If this proposal is for the purchase of equipment, the Offeror guarantees that  
9 the equipment offered is standard new equipment, latest model or regular stock product,  
10 with parts regularly used for the type of equipment offered; also that no attachment or part  
11 has been substituted or applied contrary to the manufacturer's recommendations and  
12 standard practices.  
13

14 **8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail  
15 and submitted in writing with this proposal. Complete specifications should be attached  
16 for any substitutions offered, or when amplifications are desirable or necessary. The  
17 absence of a specification deviation statement and accompanying specifications shall hold  
18 the Offeror strictly accountable to the specifications as written herein.  
19

20 **8.04 Material Preference.** The specifications, as listed herein, represent our preference in  
21 material; however, we are fully cognizant that no two pieces of comparable material are  
22 identical and/or same in size, function, and operation; and some of the specifications will  
23 not completely coincide with ours as listed. Please list your exceptions and explanations  
24 separately. It is not our intent to write specifications for any project on which only one  
25 proponent can submit a proposal.  
26

27 **8.05 Changes after Award.** Any changes in specifications, after the purchase order/contract  
28 has been awarded, must be with the written consent of the procurement division; otherwise,  
29 the responsibility for such changes shall be with the Offeror.  
30

31 **8.06 Equivalent Items.** For items identified in this proposal as "brand name or equal," the  
32 Offeror's proposal must indicate each product that is being offered as an "equal" product  
33 by providing the following information:  
34 A. A description reflecting the characteristics and level of quality that will satisfy  
35 the salient physical, functional, or performance characteristics of "equal"  
36 products specified in the proposal  
37 B. A clear identification of the item by brand name and make/model number (if  
38 any)  
39 C. Descriptive literature such as illustrations, drawings, photographs, or a clear  
40 reference to previously furnished descriptive data or information that is  
41 readily available to the procurement buyer  
42 D. A clear description of any modifications the Offeror plans to make in a product  
43 so that it conforms to the proposal requirements  
44 Compliance verification is performed by the City procurement buyer and their

requestor(s). The procurement buyer is required to evaluate “equal” products on the basis of information furnished by the Offeror, or identified in the proposal. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. An Offeror’s product will not be considered as an “equal” product if there is an inadequate description of how the “equal” product meets the salient characteristics specified in the proposal.

**9.0 MODIFICATIONS:**

**9.01 Additional Work.** The proposal shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the procurement division and with the price for such established and agreed upon before such extras are delivered or work is performed.

**9.02 Adjustments to Items/Work.** The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

**9.03 Quantity Limits.** At the time of award, if required, the City reserves the right to set a maximum dollar limit that may be expended on the project or requirement. Contract quantities of any and/or all items may be increased, decreased, or eliminated to adjust the contract amount to coincide with the amount of service-related work or supply items to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, decrease, or eliminate the contract quantities in any amount.

**10.0 BOND REQUIREMENTS:**

**10.01 Bid Bonds.** Offeror shall supply a bid bond in the amount of \$1,000.00 to be submitted with the proposal package.

**10.02 Performance Bonds.** The successful Offeror at its own cost and expense shall furnish a valid performance bond (payable to the City of Myrtle Beach.) The bond shall be in the amount of \$10,000.000 conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and franchise documents. The performance bond 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 bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award.

**10.03 Insurance.** The selected Offeror(s) will be required to obtain and keep in effect for the entirety of the Franchise term insurance meeting the specifications outlined in Exhibit 2.

1  
2 **11.0 DELIVERY:**  
3

4 **11.01 Warehouse Deliveries.** Unless otherwise stated in the special instructions section of this  
5 proposal request, deliveries will be accepted during the hours between 8:00 AM and 4:00  
6 PM Monday through Friday, excluding City holidays.  
7

8 **11.02 Dates.** The delivery date as stated in the proposal shall be the time required to deliver the  
9 complete item(s) after the receipt of the order or award of the contract. Where multiple  
10 items appear on a proposal request, the Offeror shall, unless otherwise stated by the City,  
11 show delivery date for each item separately. If only a single delivery date is shown, it shall  
12 be assumed to mean that all items included in the proposal can and will be delivered on or  
13 before the specified date. The Offeror certifies that the delivery shall be completed in the  
14 time the Offeror states, starting at the time the order is placed, provided that the time  
15 between the proposal opening and the placing of the order does not exceed the number of  
16 days stipulated in the proposal. The right is reserved to reject any proposal on which the  
17 delivery time indicated is considered sufficient to delay the operation for which the  
18 commodity is intended. Successful Offeror(s) shall be responsible for making any and all  
19 claims against carriers for missing or damaged items.  
20

21 **11.03 Delivery Price.** Proposal prices are to be Delivered Price (FOB Destination). Proposal  
22 prices must include all delivery costs, including but not limited to, loading and unloading  
23 cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not  
24 be responsible for any demurrage charge(s).  
25

26 **11.04 Documentation.** Invoice(s), certificates of origin, warranties and guarantees must be  
27 submitted at the time of delivery of the item(s).  
28

29 **11.05 Wrong Deliveries.** In the event that materials, supplies, etc. are delivered which do not  
30 comply with specifications and have not been approved by the procurement division, the  
31 contractor, upon notification, shall immediately remove from the premises any such  
32 materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance  
33 with the specifications.  
34

35 **12.0 AWARD CRITERIA/TIMELINE:**  
36

37 **12.01 Award Criteria.** For service and supply-related requirements, the award will be made  
38 within the time specified to the responsible Offeror meeting the specifications and  
39 having the lowest possible cost consistent with the quality and service needed for effective  
40 use. The following criteria shall be used in making this determination:

- 41 A. Superior quality and specification adherence
- 42 B. Adequate maintenance and service
- 43 C. Delivery and/or completion time
- 44 D. Guarantees and warranties

- E. Company's reputation and financial status
  - F. Past experience and cost with similar or like equipment or service
  - G. Anticipated future cost and experience
  - H. Performance of proponent's equipment by other agencies, plants, and firms
- Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

**12.02 Contract Issuance.** The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.

**12.03 Commencement of Work.** Upon execution and delivery of the contract and insurance certificates, the Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through three hundred sixty-five 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 Procurement Office.

**12.04 Contract Timeline.** In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.

**12.05 Notification.** Proposal tabulations will be available on-line at [www.cityofmyrtlebeach.com/purchasing.html](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Offeror shall be notified five (5) City business days after proposal tabulations are posted.

**12.06 City Business License.** The successful Offeror must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not required to submit a proposal; however, any offeror that receives an award under this proposal shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.



1 **13.0 OFFEROR RESPONSIBILITIES:**  
2

3 **13.01 Duration of Proposal.** Proposal terms and conditions shall be firm for a period of  
4 at least one hundred twenty (120) calendar days from the deadline for receipt of submittal,  
5 or until such time as established in the proposal. The successful proposal shall not be  
6 subject to changes of terms if accepted during the one hundred twenty (120) day period, or  
7 the specified proposal time. Changes in terms by others after the acceptance of a proposal  
8 shall not be considered.  
9

10 **13.02 Transfer of Responsibilities.** The contractor shall not assign or otherwise transfer any of  
11 its responsibilities or obligations under the contract to any other person or entity without  
12 prior written consent of the City.  
13

14 **13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace  
15 Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or  
16 narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or  
17 distribution of a controlled substance of any kind while working on City property is subject  
18 to disciplinary action up to and including immediate discharge. As such, Offerors are  
19 required to insure that a drug-free workplace is provided in the performance of any City  
20 contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they  
21 and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The  
22 failure of any Offeror to uphold and enforce this policy is subject to termination of contract.  
23

24 **13.04 Subcontractors.** The contractor shall be wholly responsible for the performance of all  
25 subcontractors and for their acts and omissions, and those of persons either directly or  
26 indirectly employed by the contractor, and the fact that subcontractors are subject to the  
27 approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this  
28 regard. The Offeror shall bind every subcontractor to all terms and conditions anywhere  
29 contained in the contract documents as far as applicable to the work of such subcontractor  
30 so that the subcontractor assumes toward the contractor and toward the work all the  
31 obligations and responsibilities that the contract assumes toward the City as to the  
32 performance of the subcontractor's portion of the work.  
33

34 **13.05 Coordination and Contact.** The selected Offeror shall be required to assume  
35 responsibility for coordination, engineering, delivery, installation, and maintenance of all  
36 equipment, and services offered in their proposal. Offeror shall not assign, transfer,  
37 convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein  
38 without prior written consent of the City. Further, the City of Myrtle Beach shall consider  
39 the selected Offeror to be the sole point of contact with regard to contractual matters,  
40 including payment of any and all charges resulting from the lease or purchase of the entire  
41 service equipment, when applicable. Only service and equipment offered by Offerors  
42 who have installed similar systems of comparable size shall be considered. All service and  
43 equipment offered shall be in current standard production and of the latest design.  
44

1           **13.06 Liquidated Damages.** If the Offeror fails to deliver the supplies or perform the services  
2 within the time specified in the contract, the Offeror shall, in place of actual damages,  
3 pay to the City of Myrtle Beach liquidated damages of \$ N/A per calendar day of delay.  
4 If the City terminates the contract, in whole or in part, the contractor is liable for  
5 liquidated damages accruing until the City reasonably obtains delivery or performance of  
6 similar supplies or services from an alternate offeror. These liquidated damages are in  
7 addition to excess costs of repurchase due to contract termination. The Offeror shall not  
8 be charged with liquidated damages when the delay in delivery or performance is  
9 documented to be beyond the control and without the fault or negligence of the Offeror.

10  
11           **13.07 Force Majeure.** Neither party shall be held responsible for failure to perform the  
12 responsibilities imposed by this proposal due to circumstances beyond reasonable  
13 control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes,  
14 earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil  
15 unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics,  
16 pandemics), acts of God, and/or orders of any governmental authority having jurisdiction  
17 over such.

18  
19           **14.0   HOLD HARMLESS, RELEASE, AND INDEMNITY CLAUSE:**

20  
21           **14.01 Hold Harmless, Release and Indemnity.** The Offeror is informed of risks and  
22 obligations in performance of the Franchise, and for valuable consideration received in  
23 the form of the granted Franchise, the Offeror will assume and fully take on to itself all of  
24 the risks and responsibilities in any way arising from, or associated with its participation  
25 in the Franchise, and

26  
27           The Offeror will release the City from any and all claims, demands, suits, judgments,  
28 damages, actions and liabilities of every name and nature whatsoever, including  
29 attorney's fees and costs, whenever occurring, whether known or unknown, contingent or  
30 fixed, at law or in equity, that the Offeror may suffer at any time arising from or in  
31 connection with participation in the Franchise, including any personal injury, commercial  
32 injury or harm or damage to any property or person.

33  
34           Further, as to third party claims, Offeror will protect, defend, indemnify and hold the City  
35 free and harmless from and against any and all losses, fines, penalties, damages,  
36 settlements, costs, charges, professional fees or other expenses and liabilities of every  
37 kind and character arising out of or relating to any and all claims, liens, demands,  
38 obligations, actions, proceedings, or causes of action of every kind in connection with or  
39 arising out of this Franchise and the performance thereof, that are due to acts, errors,  
40 omissions or negligence of Offeror, its officers, agents, employees or subcontractors.

41  
42           Offeror will investigate, handle, respond to, provide defense for and defend the same at  
43 its sole expense and agrees to bear all other costs and expenses related thereto. In  
44 specific reference to the above, the Offeror will assume the legal defense, and vigorously

1 defend upon actual notice of claim or suit, and, in doing so, completely indemnify the  
2 City from any loss including any damage model or attorneys' fees and cost, and hold  
3 harmless the City from and against any and all liabilities.  
4

5 In the event a claim or suit is made against the City or those who act on its behalf, arising  
6 from the Offeror's operation of the Franchise, the same shall be transmitted by City  
7 immediately, and the Offeror will have the immediate and absolute duty to defend the  
8 claim or suit, even if it is groundless, false or fraudulent, so that the City may not incur  
9 attorneys' fees and costs arising from the claim or suit of non-parties. Should the City  
10 incur attorneys' fees or costs, the Offeror shall make the City whole upon demand.  
11

12 The above commitments will bind heirs, executors, administrators, legal representatives  
13 and assigns of the Offeror and will survive the Franchise for the length of time necessary  
14 under the applicable statute of limitations relating to any claim, suit or cause of action.  
15 These hold harmless, indemnification, and duty to defend requirements shall be governed  
16 for all purposes by South Carolina law, without regard to such law on choice of law.  
17

18 If any action or other proceeding arising out of or in connection with the Franchise or the  
19 performance thereof shall be brought against the City and be transmitted to the Offeror,  
20 the Offeror shall, within thirty (30) days acknowledge in writing its receipt of such notice  
21 from the City, and shall acknowledge and confirm the Offeror's obligation to hold  
22 harmless, indemnify, and assume the defense, and it shall be obligated to assume the  
23 defense of such action or proceeding with counsel chosen by the Offeror.  
24

25 Notwithstanding the foregoing, the City shall have the right to employ separate counsel at  
26 the City's sole cost and expense and to control its own defense of such action or  
27 proceeding if in the reasonable opinion of counsel to the City, (a) there are or may be  
28 legal defenses available to the City that are different from or additional to those available  
29 to the Offeror and which could not be adequately advanced by counsel chosen by the  
30 Offeror, or (b) a potential conflict exists between Offeror and the City that would make  
31 such separate representation advisable.  
32

33 The Offeror shall not, without the prior written consent of the City, settle or compromise  
34 or consent to the entry of any judgment in any pending or threatened claim, action or  
35 proceeding to which the City is a party unless such settlement, compromise or consent  
36 includes an unconditional release of the City from all liability arising or potentially  
37 arising from or by reason of such claim, action or proceeding.  
38

39 The Franchise may be terminated upon Offeror's failure to honor this, or other  
40 indemnification, hold harmless or duty to defend obligations due and owing the City.  
41

## 42 **15.0 FEDERAL AND STATE LAWS:**

43  
44 **15.01 Employment Regulations.** Offerors shall comply with all local, state, and federal

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

- 8 A. Register and participate in the federal work authorization program to verify the  
9 employment authorization of all new employees; and require agreement from  
10 its sub-contractors to do the same; or  
11 B. To employ only workers who:  
12 1. Possess a valid South Carolina Driver's License or ID issued by the  
13 South Carolina Department of Motor Vehicles; or  
14 2. Are eligible to obtain a South Carolina Driver's License or ID card in  
15 that they meet the requirements; or  
16 3. Possess a valid Driver's License or ID card from another state where the  
17 requirements are at least as strict as those in South Carolina.  
18

19 **15.02 Ethics of Employees.** The Contractor shall exercise due diligence to detect and prevent  
20 criminal character conduct and otherwise promote an organizational culture that  
21 encourages ethical behavior and a commitment to compliance with the law. To that end,  
22 for any service related contract, the Contractor must provide their employees with ethics  
23 awareness training to ensure professional attitude and conduct while working on City  
24 property.  
25

26 **15.03 Nondiscrimination in City Contracts.** Any Offeror that enters into a contract for goods  
27 or services with the City of Myrtle Beach or any of its boards, agencies, or departments  
28 shall implement an employment nondiscrimination policy prohibiting discrimination in  
29 hiring, discharging, promoting or demoting, matters of compensation, or any other  
30 employment-related decision or benefit on account of actual or perceived race, color,  
31 religion, national origin, gender, physical or mental disability, age, military status, sexual  
32 orientation, gender identity, gender expression, or marital or familial status; however,  
33 some conditions may be a bona fide occupational qualification reasonably necessary for  
34 the completion of this proposal. Offer shall not discriminate in the performance of the  
35 contract on account of actual or perceived race, color, religion, national origin, gender,  
36 physical or mental disability, age, military status, sexual orientation, gender identity,  
37 gender expression, or marital or familial status. Furthermore, Offeror agrees to  
38 incorporate the foregoing provisions in all subcontracts entered into with suppliers,  
39 subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union  
40 skilled labor, or who may perform any such labor or services.  
41

42 **15.04 Compliance with Laws.** The Offeror shall, in the performance of work under this  
43 proposal, fully comply with all applicable federal, state, county, or municipal laws, rules,  
44 regulations, or ordinances, and shall hold the City harmless from any liability resulting

1 from failure of such compliance.  
2

3 **16.0 FINANCIAL ACCOUNTING:**  
4

5 **16.01 Availability of Funds.** Unless cancelled prior to the RFP opening date, all proposals  
6 received on time will be opened as indicated in the solicitation. The City's obligation  
7 under this requirement is contingent upon the availability of funds from which payment  
8 for contract purposes can be made. No legal liability on the part of the City for any  
9 payment may arise until funds are made available and until the Offeror receives notice of  
10 such availability from the City's Procurement division. If funding is not made available,  
11 the RFP will be cancelled.  
12

13 **16.02 Payment.** Inspection and acceptance of the material, goods, and/or service by an  
14 authorized representative of the City shall be required prior to any payment. After  
15 acceptance by the City, payments shall be made to the contractor within thirty (30) calendar  
16 days of receipt of invoice.  
17

18 **16.03 Representation.** The selected Offeror shall assign a competent account representative  
19 acceptable to the City of Myrtle Beach who will represent the Offeror in providing  
20 contracted services to the City. The account representative shall maintain accurate and  
21 detailed records, correspondence, and accounts relating all parts of the proposal. Records  
22 shall be kept in accordance with sound, generally accepted accounting principles. The  
23 City shall have the right to audit all records pertaining to the costs incurred under this  
24 proposal. If the account representative is removed by the Offeror, the new representative  
25 must be acceptable to the City.  
26

27 **17.0 PROPOSAL REJECTION/WITHDRAWAL:**  
28

29 **17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a proposal if:  
30 A. The Offeror misstates or conceals any material fact in the proposal; or if,  
31 B. The proposal does not strictly conform to the law or requirements of the  
32 proposal; or if,  
33 C. The proposal is conditional, except that the Offeror may qualify his/her  
34 proposal for acceptance by the City on an "all or none" basis, or a "low item"  
35 basis. An "all or none" basis proposal must include all items upon which  
36 proposals are invited.  
37

38 **17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all proposals  
39 whenever it is deemed in the best interest of the City to do so, and may reject any part of a  
40 proposal unless the proposal has been qualified as provided in statement. The City may  
41 also waive any minor informalities or irregularities in any proposal.  
42

43 **17.03 Determination of Responsibility.** The City may make such investigation as it deems  
44 necessary to determine the ability of an Offeror to furnish the required goods/services, and

1 the Offeror shall furnish to the City any requested information and data for this purpose at  
2 the Offeror's expense. Information requested may include, but not be limited to: financial  
3 statements, credit ratings, criminal histories, references, records of past performance,  
4 and/or on-site inspections. The City reserves the right to reject any Offeror if the evidence  
5 fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this  
6 proposal.  
7

8 **17.04 Disqualification.** Any of the following factors may be considered just cause to  
9 disqualify a proposal without further consideration: evidence of either direct or indirect  
10 collusion among offerors in regard to the amount, terms, or conditions of the proposal;  
11 attempts to improperly influence any member of the evaluation team; evidence of  
12 offeror's inability to successfully complete required responsibilities and obligations of the  
13 proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the  
14 offeror and the City; and/or default under any previous agreement with the City that  
15 resulted in the termination of the agreement.  
16

17 **17.05 Withdrawal Timeline.** Proposals may be withdrawn on a written request, received from  
18 Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror  
19 in preparing the proposal creates no right for withdrawal of the proposal after the proposal  
20 has been opened. No modifications, clarifications, or explanations of any proposals shall  
21 be allowed after the date and time of closing.  
22

## 23 **18.0 DISPUTES AND PROTESTS:**

24  
25 **18.01 Informal Dispute Resolution.** An Offeror who has a concern with a decision made by the  
26 Procurement Agent or designee, shall first inform the Procurement Agent, or designee,  
27 within five (5) calendar days after the date the City posts a bid tab on the City's website  
28 stating its intention to make a contract award, or the contract is awarded, whichever occurs  
29 first, unless the proposal document specified a shorter time period. The Procurement Agent  
30 or designee shall discuss the issue(s) with the Offeror in an attempt to resolve the dispute.  
31

32 **18.02 Formal Dispute Resolution.** An Offeror who has a dispute that cannot be resolved by  
33 informal efforts may file a written protest with the City of Myrtle Beach in connection with  
34 any of the following:

- 35 A. A solicitation or other request for a contract or agreement for the acquisition of  
36 materials, supplies, equipment, and/or services.
- 37 B. An award of a contract or agreement for the acquisition of materials, supplies,  
38 equipment, and/or services.
- 39 C. A termination or cancellation of the award of a contract or agreement for the  
40 acquisition of materials, supplies, equipment, and/or services if the objection is  
41 based, in whole or in part, on the allegation that the award of the contract or  
42 agreement was improper.  
43  
44

1 **18.03 Procedures/Timelines.** A formal protest may be filed in the following manner:

- 2 A. A protest must be submitted in writing, filed by an Interested Party, and  
3 addressed to the Procurement Agent or designee. An e-mail is not acceptable  
4 as a written protest.
- 5 B. The protest must be signed by an authorized agent or representative of the  
6 Interested Party.
- 7 C. An administrative fee shall be submitted with the written protest and shall be  
8 made in the form of a certified check or money order made payable to the City  
9 of Myrtle Beach. The administrative fee will be calculated as five percent (5%)  
10 of the protestor's proposal amount. In a case where the protestor did not submit  
11 a proposal, the administrative fee will be calculated as five percent (5%) of the  
12 lowest responsive and responsible proposal received by the City. The  
13 Administrative fee shall be returned if the protest is upheld; otherwise the fee  
14 is non-refundable.
- 15 D. Within five (5) calendar days of discussing the dispute with the Procurement  
16 Agent or designee, the written protest and administrative fee must be received  
17 by the Procurement Agent or designee. A protest received after the five (5)  
18 calendar days, or without the appropriate administrative fee, will not be  
19 considered.
- 20 E. The written protest shall include:
- 21 1. The name and address to which certified mail is received on behalf of  
22 the protestor.
  - 23 2. An appropriate identification of the solicitation, and if a contract has  
24 been awarded, the contract number.
  - 25 3. A complete statement of the reasons for the protest, including exhibits,  
26 documents, or other evidence in support of the reasons for the protest.
  - 27 4. A request for a remedy sought by the protestor.
- 28 F. Upon receipt of the protest, the Procurement Agent or designee shall promptly  
29 deliver a copy of the protest to the City Attorney, and notify the Director of  
30 Financial Services and any/all other representatives of City departments  
31 associated with the solicitation.  
32

33 **18.04 Stay of the Procurement.** When a protest has been timely and appropriately filed before  
34 the award of a contract or agreement, the contract or agreement shall not be awarded unless  
35 the Procurement Agent or designee determines that the award of the contract or agreement  
36 during the pendency of the protest is necessary to protect substantial interests of the City.  
37  
38

39 When a protest has been timely and appropriately filed after the award of a contract or  
40 agreement, the Procurement Agent or the designee shall direct the contractor not to engage  
41 in any further performance of the contract or agreement, unless the Procurement Agent or  
42 designee determines that the performance under the contract or agreement during the  
43 pendency of protest is necessary to protect substantial interest of the City.  
44

1 **18.05 Confidentiality of Information.** The Procurement Agent or designee shall, upon written  
2 request, make available to any other interested party information submitted that bears on  
3 the substance of the protest, except where information is proprietary, confidential, or  
4 otherwise permitted or required to be withheld from disclosure by law or regulation.  
5 Persons or other entities that are involved in the protest that want to keep information  
6 submitted by them as confidential should request that the information not be disclosed by  
7 specifically identifying the confidential information within the documents submitted by  
8 indicating on the front page of each document that it contains confidential information.  
9

10 **18.06 Post-Filing Formal Protest Process.** Once a protest has been filed appropriately, the  
11 Procurement Agent or designee may, in its sole discretion, may engage in any or all of the  
12 following:

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

19 The Procurement Agent or designee will render a decision on the merits of the protest after  
20 engaging in some or none of the activities listed above.  
21

22 **18.07 Formal Protest Decision Timeline and Notification.** A decision on a protest shall be  
23 made by the Procurement Agent or designee as expeditiously as possible, but no later than  
24 ten (10) City of Myrtle Beach business days after receiving the protest. In determining the  
25 protest, the Procurement Agent or designee may terminate the contract or agreement, issue  
26 a new solicitation or other request for contract or agreement, or award a contract or  
27 agreement. The protest decision shall be mailed to the protester by certified mail, return  
28 receipt requested.  
29

30 **18.08 Appeals.** To the extent permitted by law or court rules regarding appeals, an appeal of the  
31 decision regarding the protest may be made to a court of competent jurisdiction within the  
32 time set forth in the Rules.  
33

## 34 **19.0 CITY RESERVED RIGHTS:**

35  
36 **19.01 Reserved Rights.** The City of Myrtle Beach expressly reserves the following rights:

- 37 A. To reject any and/or all irregularities in the proposals submitted
- 38 B. To reject any and all proposals, or parts thereof, as deemed in the best interest  
39 of the City.
- 40 C. To base awards due with regard on quality of services, experiences, compliance  
41 with specifications, and other such factors as may be necessary in the  
42 circumstances.
- 43 D. To make the award to any Offeror who, in the opinion of senior management,  
44 is in the best interest of the City.



- 1 E. To make award based on negotiations conducted in accordance with this  
2 solicitation or on the basis of a best and final offer by the Offeror.  
3 F. Only the evaluation factors specified in this solicitation may be used as a basis  
4 for award.  
5

6 **19.02 Final Judgment.** If any doubt or difference of opinion arises between the City of Myrtle  
7 Beach and the Offeror as to the interpretation of this request for proposal, the decision of  
8 the City will be final and binding upon all parties.  
9

10 **19.03 Failure to Enforce.** Failure by the City at any time to enforce the provisions of the  
11 proposal shall not be construed as a waiver of any provisions. The failure to enforce shall  
12 not affect the validity of any part of the proposal.  
13

14 **19.04 Clarification.** The City of Myrtle Beach reserves the right to obtain clarification on any  
15 point in the Offeror's proposal. The failure of the Offeror to make additional information  
16 available could result in the rejection of the response. Such clarification might involve the  
17 delivery of demonstration equipment to the City for evaluation purposes. Such hardware  
18 shall be provided at no cost to the City. The City is not obliged to evaluate any or all  
19 products.  
20

21 **19.05 Price Increase.** The City of Myrtle Beach reserves the right to accept or reject any price  
22 increase(s) and to cancel any and all item(s) under the contract for which price increase(s)  
23 is/are considered unacceptable.  
24

25 **19.06 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage  
26 of any items during the RFP process.  
27

28 **19.07 Performance Failure.** In the event that the Offeror fails to perform any material  
29 obligations, the City of Myrtle Beach reserves the right to assess fines or terminate  
30 agreement, under applicable circumstances, in addition to any other remedies available to  
31 the City. Any action taken will be at the sole discretion of the City.  
32

33 **19.08 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate  
34 the contract with the Contractor when it is in the best interest of the City. If the contract  
35 is so terminated, the City shall provide the Contractor with thirty (30) calendar days  
36 written notice and shall compensate the Contractor for all necessary and reasonable direct  
37 costs of performing the services actually accomplished as of the date of termination. No  
38 other costs shall be allowed for a termination for convenience. No damages shall be  
39 allowed for a termination of convenience.  
40

41 **19.09 Termination for Default.** The performance of work under this proposal may be  
42 terminated by the City in whole, or in part, upon non-performance, violation of contract  
43 terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that  
44 termination is in the City's best interest. Any such termination shall be communicated by

1 a written notice of default, delivered to the Contractor, at least fifteen calendar (15) days  
2 before the date of termination, specifying the extent to which performance of the work is  
3 terminated, and the date upon which such termination becomes effective. The City of  
4 Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a  
5 result of the Contractor's breach of this Agreement, including reasonable attorney's fees  
6 and costs of legal action instituted by the City to collect such fees, costs, claims, or  
7 damages.  
8  
9

10 If the City, in its discretion, determines that the Contractor's breach constitutes a threat to  
11 public health, safety, or welfare of any person, or causes willful or negligent damage to  
12 City property, the City may terminate the contract immediately, without cure or show  
13 cause, effective upon notice in writing to the Contractor. In addition to any other  
14 remedies provided by law, the Contractor shall be responsible for all costs incurred by the  
15 City as a result of the Contractor's breach and termination, including any costs to obtain  
16 substitute performance.  
17

18 **19.10 Negotiation.** Prior to the notice of award to any Offeror, the City of Myrtle Beach may  
19 elect to open negotiations and ultimately reach an agreement with an Offeror who  
20 demonstrates the best combination of attributes to conduct the project, and who also  
21 negotiates a project cost with the City that is fair and reasonable. The negotiation period  
22 shall be no more than five (5) City business days. In these negotiations, the City may  
23 address scope of work, unit pricing, or any other contractual requirements fairly contained  
24 within the proposal documents. In the event that negotiations should commence but fail,  
25 the City shall reject any or all proposals.  
26

27 **20.0 ADA COMPLIANCE:**  
28

29 **20.01 Contact Information.** Questions concerning the proposal requirements or specifications  
30 should be directed in writing to the procurement buyer shown on the front page of this  
31 proposal package. If you need disability-related accommodations, please contact  
32 (843) 918-2170.  
33

34 **21.0 SIGNATURES:**  
35

36 **21.01 Accuracy and Completeness.** The authorized signer of the proposal shall represent and  
37 warrant that they have been sufficiently informed in all matters relating to the specified  
38 products; that they have checked their proposal for errors and omissions; that the prices  
39 stated in their proposal are correct and as intended are a complete and correct statement of  
40 prices.  
41

42 **21.02 Non-Collusion.** The authorized signer of the proposal certifies that the proposal is made  
43 without collusion or fraud, and that they have not offered or received any kickbacks or  
44 inducements from any other offeror, supplier, manufacturer, or subcontractor in

1 connection with their proposal. Furthermore, the authorized signer certifies that they  
2 have not conferred on any public employee having official responsibility for this  
3 procurement transaction any payment, loan, subscription, advance, deposit of money,  
4 services, or anything of more than nominal value, present or promised, unless  
5 consideration of substantially equal or greater value was exchanged. Prior compensated  
6 consulting shall not preclude an Offeror from submitting a proposal.  
7

8 **21.03 Compliance.** By signature below the Offeror affirms that they have examined,  
9 understands, and accepts all instructions, specifications, terms and conditions of this  
10 solicitation. No additional Offeror terms or conditions will be considered unless listed in  
11 the Additional Terms and Conditions section of this solicitation and accepted by the City.  
12 Offeror shall provide for appropriate insurance, deposits, and performance bonds if  
13 required, and shall comply fully with specifications as attached for the agreed contract,  
14 especially where materials and work are involved, and that any and all registration  
15 requirements where required for Offerors as set forth in law are met.  
16  
17  
18  
19  
20  
21

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22 Signature of Offeror

Date of Signing

---

26 Print Name of Offeror

27  
28 If more convenient, tabulations are available for pick-up after final award. No proposal tabulations will  
29 be faxed.  
30  
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1 **SPECIFICATIONS**

2  
3 **INTENT**

4 It is the intent of the Request for Proposal (RFP) to establish one or more franchise agreements for water  
5 safety services and beach concession operations along the length of the beachfront in Myrtle Beach, SC.  
6 The successful company shall provide all materials, supplies, parts, tools, equipment, labor, supervision,  
7 transportation, and all other items necessary to perform the work required under this contract.  
8  
9

10 **BACKGROUND**

11 The City of Myrtle Beach is a residential community and vacation destination at the heart of the Grand  
12 Strand, a 60-mile stretch of natural beauty on South Carolina’s northeastern coast. Our 35,000+  
13 permanent residents and millions of visitors enjoy the wide beaches, the warm weather, and an incredible  
14 range of entertainment, nightlife, golf, shopping, dining, and live theatre.  
15

16 Myrtle Beach was incorporated in 1938 and became a city in 1957 when the permanent population first  
17 topped 5,000 people. For nearly 50 years, it was a military town, and home to the Myrtle Beach Air Force  
18 Base. Today, Myrtle Beach is a well-known destination for vacationers from around the country, from  
19 Canada, and abroad.  
20  
21

22 **PRE-PROPOSAL CONFERENCE**

23 It shall be the responsibility of Contractors to thoroughly inform themselves regarding the work to be  
24 performed as required by the conditions set forth in this RFP and to obtain any/all information needed to  
25 satisfactorily perform the required work.  
26

27 An informational meeting to review the project scope will be held on Monday, April 8, 2024 at 10:00AM  
28 (local time) at City of Myrtle Beach Procurement Office, located at 3231 Mr. Joe White Avenue, Myrtle  
29 Beach, SC 29577. While this is not a mandatory meeting, attendance is strongly encouraged. The City  
30 requests that Contractors be present in a timely manner so as not to disrupt the meeting in progress.  
31 Information will not be repeated for late attendees.  
32

33 No plea of ignorance by a Contractor of conditions that exist or that may hereafter exist as a result of  
34 failure or omission on the part of the Contractor to make the necessary examinations and investigations  
35 or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying  
36 the requirements of the City or for compensation to the successful Contractor.  
37  
38

39 **SCOPE OF WORK**

40 The specifications included herein shall establish the minimum acceptable standards for the work to be  
41 performed under this franchise agreement.  
42  
43

1 **Area**

2 The City anticipates that the public beach will be divided into two sections:

- 3 • AREA 1: South City limits to the center of Pier 14 and center of 82<sup>nd</sup> Avenue North to the North
- 4 City limits.
- 5 • AREA 2: Center of Pier 14 to center of 82<sup>nd</sup> Avenue North.

6 The City reserves the right to modify these boundaries. Any modification to these sections will be at the  
7 sole discretion of the City.

8 A map of the beachfront area is provided as part of this solicitation as a separate document entitled  
9 “Coastline Map.” This map is provided for reference only.

10  
11 **Period of Operation and Level of Service**

12 Franchisee shall provide water safety services during the period beginning on April 15 and ending on  
13 September 30. Franchisee will guard the beach within its designated territory with lifeguards between the  
14 hours of 9:00AM and 6:00PM, seven (7) days per week, including all City/State/Federal holidays,  
15 according to the following schedule:

16  
17 **AREA 1**

<b>Dates</b>	<b>Number of Lifeguards Per Section of Beach</b>	<b>Type of Lifeguards</b>
April 15 through the third Sunday in May	Not less than ten (10) Lifeguards	Combination of stationary and/or mobile lifeguards
Third Monday in May through May 31	Not less than nineteen (19) Lifeguards	Combination of stationary and/or mobile lifeguards
June 1 through the third Sunday in August	Not less than thirty-four (34) Lifeguards	Stationary lifeguards ONLY
Third Monday of August through Labor Day	Not less than twenty-two (22) Lifeguards	Combination of stationary and/or mobile lifeguards
Day after Labor Day through September 30	Not less than ten (10) Lifeguards	Combination of stationary and/or mobile lifeguards

18  
19 **AREA 2**

<b>Dates</b>	<b>Number of Lifeguards Per Section of Beach</b>	<b>Type of Lifeguards</b>
April 15 through the third Sunday in May	Not less than six (6) Lifeguards	Combination of stationary and/or mobile lifeguards
Third Monday in May through May 31	Not less than fifteen (15) Lifeguards	Combination of stationary and/or mobile lifeguards
June 1 through the third Sunday in August	Not less than thirty-two (32) Lifeguards	Stationary lifeguards ONLY
Third Monday of August through Labor Day	Not less than fifteen (15) Lifeguards	Combination of stationary and/or mobile lifeguards
Day after Labor Day through September 30	Not less than six (6) Lifeguards	Combination of stationary and/or mobile lifeguards

1 Stationary lifeguard shall mean a lifeguard assigned to a tower or stand whose area of responsibility is  
2 centered around his/her tower or stand. Mobile lifeguard shall mean a lifeguard that covers multiple  
3 blocks of beach on foot, by motorized cart, by ATV/UTV, or by vehicle.

4  
5 From April 15 through September 30, Franchisee shall deploy a sufficient number of lifeguards to satisfy  
6 the applicable minimum staffing requirements from 9:00 a.m. to 6:00 p.m. which requirement shall also  
7 apply during lunch.

8  
9 If Franchisee fails to meet the applicable staffing requirements, Franchisee shall be fined two hundred and  
10 fifty dollars (\$250.00), per day, for each lifeguard Franchisee fails to deploy. Upon discovery of a  
11 violation, the City will provide written notice to Franchisee of the violation and the location(s) of the  
12 missing lifeguard(s). Payment of fines is to be remitted to the City within thirty (30) calendar days of  
13 notice. Failure to meet staffing requirements may also result in loss of Franchisee.

14  
15 Franchisee shall position lifeguards and stands throughout its assigned territory with emphasis in areas  
16 with historically higher concentration of beach-goers and swimmers and with consideration given to  
17 weather, water conditions, and other relevant factors. However, the City reserves the right to direct the  
18 Franchisee to relocate lifeguards, stands, or other beach equipment to address any safety concerns.

19  
20 From the third Monday in May through Labor Day of each year, Franchisee shall also utilize at least two  
21 Emergency Response Teams (ERT) to patrol its designated territory between the hours of 6:00PM and  
22 7:00PM. Each ERT shall consist of two (2) lifeguards working in tandem. Lifeguards discharging ERT  
23 responsibility will not engage in any commercial or retail activity. ERT must sign-on duty and sign-off  
24 duty via fire department radio each day.

25  
26 From April 15 to September 30, Franchisee shall deploy the following water safety personnel in addition  
27 to the minimum number of lifeguards addressed above:

28

<b>AREA 1</b>	<b>AREA 2</b>
One (1) mobile lifeguard equipped with a vehicle, ATV, or other motorized cart between South City limits and Withers Swash	One (1) mobile lifeguard equipped with vehicle, ATV, or other motorized cart between 14 <sup>th</sup> Avenue North Pier and 31 <sup>st</sup> Avenue North
One (1) mobile lifeguard equipped with a vehicle, ATV, or other motorized card between Withers Swash and the 14 <sup>th</sup> Avenue Pier	Two (2) mobile lifeguards each equipped with vehicle, ATV, or other motorized cart between 31 <sup>st</sup> Avenue North and 52 <sup>nd</sup> Avenue North
One (1) mobile lifeguard equipped with vehicle, ATV, or other motorized cart between 82nd Avenue North and North City limits	One (1) mobile lifeguard equipped with vehicle, ATV, or other motorized cart between 52 <sup>nd</sup> Avenue North and 82nd Avenue North

29  
30 If Franchisee rents beach equipment (chairs/footrests/umbrellas) through the use of concessionaires (beach  
31 attendants) before April 15 or after September 30, Franchisee must employ lifeguards in areas where beach  
32 equipment is rented for so long as the beach equipment is on the beach. No Franchisee employee may  
33 work simultaneously as a lifeguard and beach attendant.

1 Lifeguards are prohibited from participating in rental activities from 9:00AM to 6:00PM daily. Lifeguards  
2 are permitted to assist with equipment set-up prior to 9:00AM and with break-down of equipment after  
3 6:00PM, so long as the lifeguard is not discharging the Franchisee's ERT responsibilities between 6:00PM  
4 and 7:00PM.

5  
6 From April 15 to September 30 of each year the Franchise is in existence, Franchisee shall provide the  
7 City a daily roster that identifies the stationary lifeguards and mobile lifeguards and their location.  
8 Franchisee shall e-mail the daily roster to [beachsafety@cityofmyrtlebeach.com](mailto:beachsafety@cityofmyrtlebeach.com) no later than 10:30AM  
9 (local time.)

10  
11 It is not a violation of the franchise agreement to deploy more stationary lifeguards, mobile lifeguards,  
12 and/or other personnel than called for herein.

13  
14 Franchisee shall be responsible for monitoring surf conditions and restricting entry to ocean, if warranted.  
15 If circumstances warrant closure of all or part of the beach, Franchisee shall immediately fly the  
16 appropriate flag(s), take steps to remove persons from the ocean, and notify the Fire Department within  
17 30 minutes.

18  
19 To ensure a clear line of communication between the City and Franchisee, Franchisee will identify a single  
20 point of contact (with a designated telephone number) and such person shall be available to the City from  
21 8:00 a.m. to 8:00 p.m.

22  
23 In addition to lifeguards, Franchisee will provide the following equipment in sufficient quantity for the  
24 assigned franchise area:

- 25 • Vehicle
- 26 • Jet ski, or similar device
- 27 • First aid kit
- 28 • Rescue buoy

29  
30 **Standards of Performance and Lifeguard Certification**

31 All lifeguards shall be at least sixteen (16) years of age, be of good moral character and abide by the  
32 highest standards of cleanliness and physical appearance. Lifeguards must provide a clear copy of their  
33 lifeguard certification and pass a 550-yard swim test in under 12 minutes, as conducted by the Fire  
34 Department, before he/she can begin work. Thereafter, each lifeguard shall be required, upon demand by  
35 the Fire Department, to demonstrate an ongoing and current ability to swim 550 yards of a measured  
36 course in twelve (12) minutes. Failure results in an immediate removal from duty until the test is taken  
37 and passed. Successive tests shall not be administered within a 24-hour period. After the third failure,  
38 the lifeguard is permanently removed from duty for that season, and may not test again until the next  
39 season.

40  
41 All lifeguards shall:

- 42 • Possess adequate vision, hearing acuity, physical ability and stamina to perform the duties of open  
43 water lifeguard

- 1 • Possess valid, current lifeguard certification bearing lifeguard name (copy to be submitted to Fire  
2 Department)
- 3 • Possess valid, current Community First Aid Certification or its equivalent bearing lifeguard name  
4 (copy to be submitted to Fire Department)
- 5 • Possess valid, current CPR Certification or equivalent for professional rescue bearing lifeguard  
6 name (copy to be submitted to the Fire Department)
- 7 • First-year lifeguards must successfully complete rookie surf school with open water lifesaving  
8 training meeting nationally recognized training criteria.
- 9 • All first-year and returning life guards must attend regular in-service trainings throughout the  
10 season. By the fifth day of each month from May to October, Franchisee shall provide to the Fire  
11 Department representative the rosters for all training given the previous month. Each roster must  
12 outline the topic(s) addressed in that training session.

13  
14 Franchisee shall prepare a training curriculum for rookie surf school and for in-service training classes  
15 consistent with nationally recognized open water lifesaving training criteria as well as a training schedule,  
16 including dates, locations, and times, and shall present it to the Fire Department representative before  
17 placing lifeguards on the beach and, in no event, later than April 15. Franchisee shall insure all lifeguards  
18 reasonably comply with the training schedule and provide opportunity in the schedule for makeup classes.  
19 Failure to comply with in-service training requirements shall result in suspension of lifeguard from service  
20 until requirement(s) is met. In-service training may be attended by Fire Department personnel.

21  
22 Franchisee, all lifeguards, beach attendants and other Franchisee employees shall be committed to  
23 maintaining a safe and productive work environment. Alcohol or other controlled substances in the  
24 workplace are dangerous because they lead to physical impairment, loss of judgment, and risk of injury  
25 and death. Therefore, Franchisee, all lifeguards, beach attendants and other Franchisee employees are  
26 prohibited from consuming alcoholic beverages while on duty or from reporting to work under the  
27 influence of alcohol or other controlled substances not prescribed for the employee's use. Franchisee will  
28 adopt a policy consistent with the policy of the City of Myrtle Beach on maintaining a drug-free workplace  
29 (refer to Section 13.03).

30  
31 Franchisee lifeguards, beach attendants and other employees are prohibited from:

- 32 • Using a cell phone for activities unrelated to their duties;
- 33 • Reporting to work while under the influence of alcoholic beverages or controlled substances not  
34 prescribed for the employee's use;
- 35 • Using or possessing alcoholic beverages or controlled substances not prescribed for the  
36 employee's use on City property or during work hours; and
- 37 • Using, possessing, swallowing, inhaling, injecting, dealing in, controlled substances (including but  
38 not limited to: marijuana, cocaine, LSD, opiates, amphetamines, barbiturates, phencyclidine) and  
39 prescription drugs which are not prescribed for the employee's use. THIS PROHIBITION  
40 APPLIES TO DRUG USE AT ANY TIME, BOTH ON AND OFF THE JOB.

41  
42 Franchisee shall not employ an individual as a lifeguard who has been convicted of or pled guilty or nolo  
43 contendere to a felony or who is on parole or probation for a criminal offense, including any sex-related



1 crimes. Franchisee will be responsible for the background checks for all its employees. Employment of  
2 any person with a criminal history described above will be considered a violation of the franchise  
3 agreement.

4  
5 Franchisee and any Franchisee employee who operates any type of motor vehicle in the performance of  
6 Franchise responsibilities shall possess a valid motor vehicle operator's license, and successfully complete  
7 a Police Department offered training course for the type of vehicle driven. Franchise employee must  
8 present a current, valid operator's license at time of training. Franchisee employee operating a motor  
9 vehicle in the performance of Franchise responsibilities shall not have been convicted of Driving Under  
10 the Influence within twelve (12) months.

11  
12 Franchisee shall promulgate an employee handbook addressing the following:

- 13 • Professional attitude, conduct, and appearance,
- 14 • Health and safety,
- 15 • Lifeguard daily checklist,
- 16 • Beach rules and regulations,
- 17 • Interactions with Beach Patrol and Fire/Rescue,
- 18 • Placement of chairs and placement and anchoring of umbrellas, and
- 19 • Other such administrative or employment topics as deemed necessary.

20  
21 Franchisee's employee handbook will be completed and a copy will be delivered to both the Fire Chief  
22 (or designee) and the Police Chief (or designee) before Franchisee places lifeguards on the beach and, in  
23 no event, later than April 15. Any handbook updates implemented after April 15 must be delivered to  
24 both the Fire Chief (or designee) and the Police Chief (or designee) within three (3) calendar days.

25  
26 Franchisee shall be solely responsible for any required disciplinary action of its lifeguards. Failure to  
27 provide for prompt disciplinary/corrective action, especially for matters involving public safety, may  
28 constitute a material breach of the franchise agreement.

29  
30 **Lifeguard Uniforms and Equipment**

31 All lifeguard uniforms shall be of the same color and combination. All lifeguard t-shirts shall be gold  
32 with navy blue lettering. "Life Guard" shall be printed on the front, with the name of the franchisee  
33 printed on the back. The company or non-commercial logo may be printed on the left sleeve.

34  
35 All lifeguard swim trunks shall be navy blue. "Life Guard" shall be printed in gold letters on the right  
36 front leg. Company or non-commercial logo may be applied to the left front leg. Pattern may be repeated  
37 on the rear of the garment.

38  
39 Female lifeguard personnel shall wear a navy blue swimsuit. "Life Guard" shall be printed in gold letters  
40 on the front.

41  
42 Franchisee is prohibited from printing the City logo on any part of any uniform.

1 Lifeguards shall wear shirts from 10:00AM to 2:00PM each day. Lifeguards must carry City-issued  
2 lifeguard identification with them at all times throughout the day. Identification will be issued by the City  
3 at no initial cost to Franchisee or Franchisee employee; however, a ten dollar (\$10.00) replacement fee  
4 will be charged to replace any card that is lost or misplaced outside the normal scope of duty.

5  
6 Franchisee must provide all stands/towers. Franchisee is responsible for placing stands on the beach in  
7 its assigned Franchise area and for removing stands at the end of the season. All lifeguard stands and  
8 towers shall be painted orange or white with orange accents and be built so that lifeguards, while standing  
9 or sitting, are positioned at least five (5) feet above ground level, thus enhancing the lifeguard's ability to  
10 scan the water and beach and increasing the lifeguard's visibility to the public. Each stand shall have  
11 painted or posted on all four (4) sides the name of the nearest avenue or street for easy identification. Each  
12 stand shall be maintained in good condition and be provided with the following minimum equipment:

- 13 • Torpedo buoy
- 14 • Water safety flags (yellow, red, double red, blue)
- 15 • First aid kit (including CPR mask and gloves as well as sting treatment as per the American Red  
16 Cross)
- 17 • Orange lifeguard umbrella with "Life Guard" in navy blue letters, unless a stand has a fixed roof
- 18 • City ordinance/emergency phone number sign.

19 At least every other stand shall have a two-way radio. Each Franchisee shall have and monitor 800  
20 megahertz radios which will be supplied by the Fire Department and equipped with fire frequency.  
21 Franchisee is financially responsible for any damage or loss to 800 megahertz radios including accessories  
22 supplied by Fire Department.

23  
24 Failure by the Franchisee to maintain any required equipment in good and safe condition may constitute  
25 a material breach of the franchise agreement.

### 26 27 **Beach Attendants and Beach Service Equipment**

28 No commercial or retail activity, except as authorized herein, shall be permitted on the public beach.

29  
30 In return for the provision of water safety services and other considerations, the Franchisee will be  
31 authorized to rent the following beach equipment, separate and apart from its provision of water safety  
32 services:

- 33 • Chairs and footrests
- 34 • Umbrellas

35 All rental equipment must be broken down and secured by the dune line no later than 6:30PM each day.  
36 Franchisee may not rent any "hard" equipment, including but not limited to: surfboards, skim boards,  
37 boogie boards, sailboats, banana boats, jet skis, parasailing.

38  
39 Franchisee's commercial activity shall be conducted exclusively by concessionaires or beach attendants  
40 of the Franchisee who are, in addition to, and operate independent of, personnel involved in the provision  
41 of water safety services, and who shall, at all times, wear uniforms different in color and lettering than  
42 those worn by lifeguards and other water safety personnel, clearly identifying such employees as "Beach

1 Attendants” or “Concessionaires.” Beach attendants’ uniform shall consist of lime green shirts and black  
2 shorts or pants. Franchisee is prohibited from printing the City logo on any part of any uniform.

3  
4 Attendants are required to display a City-issued “Attendant” identification card on their person at all times  
5 while on duty. Identification will be issued by the City at no initial cost to Franchisee or Franchisee  
6 employees; however a ten dollar (\$10.00) replacement fee will be charged to replace any card that is lost  
7 or misplaced outside the normal scope of duty.

8  
9 Franchisee employees involved in the rental program are prohibited from performing water safety  
10 functions while on duty and cannot assume the duties of a lifeguard; however, if beach attendants are  
11 properly trained and certified to render water safety or medical aid to others, they may assist the  
12 lifeguard(s), together and in conjunction with the lifeguard(s), with the rendering of water safety or  
13 medical aid, if necessary.

14  
15 Where two (2) franchise areas join, Franchisee shall not place beach equipment closer than twenty (20)  
16 feet from the point of junction. In addition, a twenty (20) foot opening shall be maintained at each street-  
17 end and ten (10) foot opening at each public walkover. In all cases, the Franchisee, in setting up the  
18 equipment, shall endeavor to provide the highest degree of public access possible. For every twenty-five  
19 (25) umbrellas installed by Franchisee on either side of a stand, Franchisee shall, where feasible, leave an  
20 opening of forty (40) feet which shall be available for public use so long as the public use does not interfere  
21 with public safety or violate the Municipal Code of Ordinances. However, whenever the area dimensions,  
22 including restrictions related to street ends and public walkovers, do not accommodate an opening of forty  
23 (40) feet, Franchisee may deviate from this requirement while affording as much public use as possible.  
24 In any area where Franchisee has not established an umbrella line by 9:00AM, the public may install  
25 umbrellas in such area so long as it does not interfere with public safety or violate the Municipal Code of  
26 Ordinances. Franchisee agrees to remove fifty percent (50%) of any unrented chairs and umbrellas after  
27 2:30PM each day.

28  
29 Franchisee shall not display any signage other than what is specifically authorized herein as well as its  
30 company logo on its beach service equipment.

31  
32 Franchisee is authorized to operate various types of motor vehicles in support of its beach concessions  
33 operations, in a safe and prudent manner. Franchisee and any Franchisee employee who operates any type  
34 of motor vehicle in the performance of Franchise responsibilities shall possess a valid motor vehicle  
35 operator’s license, and successfully complete a Police Department offered training course for the type of  
36 vehicle driven. Franchise employee must present a current, valid operator’s license at time of training.  
37 Franchisee employee operating a motor vehicle in the performance of Franchise responsibilities shall not  
38 have been convicted of Driving Under the Influence within twelve (12) months. All Franchisee vehicles  
39 shall be maintained in excellent mechanical condition, be neat in appearance, be properly licensed and  
40 insured as required by law, and operated by a properly licensed operator. The City shall have the right to  
41 inspect and approve/disapprove the use of any motor vehicle or equipment to be used by the Franchisee.

42  
43 Franchisee is prohibited from bringing any chemicals, including but not limited to gasoline, oil, and/or  
44 hydraulic fluid onto the public beach, and shall be solely responsible for any release from its motor

1 vehicles. In the event of spillage of any kind, Franchisee shall contain said spillage and contact Ocean  
2 Rescue and/or Beach Patrol. Franchisee shall maintain the sole responsibility for the removal and clean-  
3 up of any chemical contaminant occasioned or caused by its employees or its equipment, and shall fully  
4 comply with all applicable federal, state, and local laws in doing so. Franchisee is solely responsible for  
5 any costs related to the removal or clean-up of any chemicals under this section.

6  
7 **Beach Cleanliness and Ordinance Compliance**

8 Franchisee will be responsible for the cleanliness of its franchise area. The area of responsibility extends  
9 from the water line to the primary dune line. Franchisee will be held accountable to the City for the  
10 cleanliness of the beach in its franchise area. Reoccurring, legitimate complaints about beach cleanliness  
11 in a specific zone shall be grounds for franchise termination. This is the primary responsibility of the  
12 beach attendant though the lifeguard is not prohibited from picking up trash/debris in front of the umbrella  
13 line while patrolling his/her assigned area. At the beginning of each season, the City will provide trashcans  
14 as needed for each stand. The City shall be responsible for the trash can pick-up on the beach.

15  
16 Franchisee will have a secondary responsibility for gaining voluntary compliance with beach ordinances  
17 under Chapter Five of the Municipal Code of Ordinances. Lifeguards and beach attendants share the  
18 responsibility for addressing violations that occur in front of the umbrella line. Violations that occur  
19 behind the established umbrella line shall be the responsibility of the beach attendant. Franchisee will  
20 educate violators in an effort to gain compliance. In the event voluntary compliance cannot be gained, a  
21 Franchisee supervisor shall notify the Police Department.

22  
23 **Financial Reporting and Franchise Fees**

24 Beginning in 2025, Franchisee shall pay an annual franchise fee of \$25,000 no later than December 31 of  
25 each year the Franchise is in existence. Franchisee shall be afforded a ten (10) day grace period for  
26 payment of the Franchise fee, after which time a ten percent (10%) late fee will be assessed. The failure  
27 to pay the Franchise fee and any assessed late fees within thirty (30) calendar days of the due date shall  
28 be grounds for revocation of the Franchise. The Franchise fee will be reinvested by the City into water  
29 safety.

30  
31 Franchisee shall provide the City with a review of the gross receipts prepared by a Certified Public  
32 Accountant (CPA) no later than December 1 of each year during the term of this franchise. They City  
33 may require an audited financial statement in its discretion.

34  
35 **Business License Requirement**

36  
37 Franchisee shall be required to obtain and keep in good standing a business license from the City of Myrtle  
38 Beach for so long as the Franchise remains in effect.

39  
40 **STATUTES, REGULATIONS, STANDARDS, CODES, AND ORDINANCES**

41 In addition to those referenced elsewhere in these bid documents, Franchisee shall comply with all other  
42 applicable federal, state, county, municipal, and local statutes, regulations, standards, codes, and  
43 ordinances at all times while performing the work required under the Franchise. The latest edition(s)  
44 adopted by the local authority having jurisdiction shall apply.

1  
2 The Franchisee shall pay all fines and/or penalties assessed by the City, or any other entity having  
3 jurisdiction for the Franchisee's violations of applicable statutes, regulations, standards, codes, ordinances  
4 and/or orders arising in connection with the Franchisee's performance of work under the Franchise.

5  
6 No plea of ignorance on the part of the Franchisee shall, in any way, relieve the Franchisee from  
7 responsibility for compliance with all applicable statutes, regulations, standards, codes, and ordinances.  
8  
9

10 **TERM OF FRANCHISE**

11 The term of the Franchise shall be for a period of five (5) years which may be extended, in the sole  
12 discretion of the City, for an additional two years. If extended, the renewal terms shall be the same as set  
13 forth herein except the terms relating to staffing which may be adjusted based on mutual consent. The  
14 parties will discuss extension during the Winter following the third season.  
15  
16

17 **TRANSFER/ASSIGNMENT**

18 In the event that a Franchisee becomes insolvent, ceases operation, or is otherwise unable to perform  
19 duties, the City will be the sole authority to make any final decisions regarding transfer and/or assignment  
20 of the franchise agreement.  
21  
22

23 **CHANGES IN SERVICE**

24 During the term of the Franchise, the City shall have the right to order additions to, deletions from, or  
25 corrections, alterations, and modifications to the Franchise should the need arise. Such changes shall in  
26 no way affect, vitiate, or make void this agreement, or any part thereof, except that which is necessarily  
27 affected by such changes.  
28  
29

30 **PROPOSAL SUBMISSION REQUIREMENTS**

31 To simplify the review process and to obtain the maximum degree of comparability, the proposal must  
32 follow the outline described below and, at a minimum, contain the required information. Respondents are  
33 encouraged to include additional, relevant information.  
34

35 **Provide prioritized list of franchise areas for which you want to be considered.**

36  
37 **Past Experience and Qualifications (max 3 pages plus financial statements)**

38 Provide a summary of past experience with water safety services. Include the area covered, the services  
39 provided, and the period of operation. Provide Franchisee's year-end balance sheets and year-end profit and  
40 loss reports for the past three (3) years. For each municipality served, provide references that include a  
41 current contact name, address, email address, and phone number. Describe your company, its history and

1 size, key personnel, and the location from which the company operates. Tell us how your company is  
2 uniquely qualified to provide services expected of Franchisee.

3  
4 **Staffing Levels and Training (max 6 pages plus map and copy of handbook)**

5 Provide a detailed outline of how lifeguards will be stationed within each area, including a map of proposed  
6 tower/stand locations. Describe how lifeguards will be managed by your company. Include a summary of  
7 your proposed training curriculum for lifeguards; and the most recent copy of your company's handbook.

8  
9 **Equipment List (max 3 pages)**

10 Provide a detailed list of all equipment that your company intends to utilize, including quantity of each item  
11 and the maintenance/inspection schedule for each piece of equipment.

12  
13 **Concessions (max 3 pages)**

14 Provide all beach concession operations your company proposes to offer. Describe how your company will  
15 keep these services separate from the water safety services and the training to be given to concessionaires.

16  
17  
18 **AWARD CRITERIA**

19 Proposals will be examined promptly and award will be made at the earliest possible date. Awards shall  
20 be made to the responsive and responsible proposer(s) whose offer will be most advantageous to the City.  
21 Proposals will be scored on the following basis:

- 22 • Past Experience – 30%
- 23 • Staffing Levels – 40%
- 24 • Equipment List – 15%
- 25 • Concessions – 15%

26  
27 The City will conduct a direct comparison of one proposal with another in order to determine which  
28 proposal best provides what the City needs. Awards will be made to the highest rated companies whose  
29 proposal meets all requirements of this solicitation.

30  
31 The company with the highest rated proposal will be given its preferred franchise area. The company  
32 with the second highest rated proposal will be given their preference from remaining franchise areas. A  
33 single company may make proposals as to more than one Franchise area and the City reserves the right to  
34 award both Franchise areas to a single company.

35  
36 Interested companies should submit six (6) hard copies and one (1) electronic copy on a thumb drive in a  
37 sealed envelope. Submit proposal to:

38 City of Myrtle Beach Procurement Division  
39 3231 Mr. Joe White Avenue  
40 Myrtle Beach, SC 29577  
41 Attention: Ann Sowers, Procurement Manager  
42

1 Proposal packet must be submitted by 2:00PM (local time) on Friday, May 3, 2024. No e-mail  
2 submissions will be accepted. The City is not responsible for late or misdirected mail. Request for  
3 Proposals is not subject to public opening.  
4  
5

6 **QUESTIONS**

7 All communications concerning this RFP shall be directed via e-mail to Ann Sowers, Procurement  
8 Manager. Companies are advised that from the date of issue of this solicitation until award of the  
9 franchise, no contact with City personnel related to this solicitation is permitted. Any communication  
10 outside of the Procurement Office may be just cause for disqualification.  
11

12 Questions regarding this RFP must be submitted in writing via e-mail to [asowers@cityofmyrtlebeach.com](mailto:asowers@cityofmyrtlebeach.com)  
13 Official time of receipt of questions will be marked by the time the e-mail is received, and not by the time  
14 that it is sent. E-mail messages can take up to ten (10) minutes or more to be delivered to the intended  
15 recipient. All questions received by the deadline of 10:00AM (local time) on Thursday, April 18, 2024  
16 will be answered via addendum.  
17  
18

19 **PROPOSED SCHEDULE**

<b>RFP Release</b>	Wednesday, March 27, 2024
<b>Informational Meeting</b>	Monday, April 8, 2024
<b>Questions Due at 10:00AM (local time) to:</b> <a href="mailto:asowers@cityofmyrtlebeach.com">asowers@cityofmyrtlebeach.com</a>	Thursday, April 18, 2024
<b>Questions Answered</b>	Thursday, April 25, 2024 by COB
<b>Responses Due by 2:00PM (local time)</b>	Friday, May 3, 2024
<b>Evaluation Period</b>	Fri., May 3, 2024 – Fri., May 31, 2024
<b>Anticipated Franchise Award</b>	Week of July 1, 2024

20 The City reserves the right to adjust dates as necessary.  
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**Exhibit 1 – Evaluation Rubric**

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Evaluator’s Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Offeror’s Name: \_\_\_\_\_

<b>Category</b>	<b>Maximum Score</b>	<b>Assigned Score</b>
<u>Past Experience</u> <ul style="list-style-type: none"> <li>• Summary</li> <li>• References</li> </ul>	30 points	
<u>Staffing Levels</u> <ul style="list-style-type: none"> <li>• Lifeguard stations/management</li> <li>• Training/Handbook</li> </ul>	40 points	
<u>Equipment List</u> <ul style="list-style-type: none"> <li>• Quantity of each item</li> <li>• Maintenance/inspection schedule</li> </ul>	15 points	
<u>Concessions</u> <ul style="list-style-type: none"> <li>• Concessions offered</li> <li>• Separation from lifeguards</li> </ul>	15 points	
<b>Totals</b>	<b>100 points</b>	

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**Comments:**



**Exhibit 2**  
**City of Myrtle Beach**  
**INSURANCE REQUIREMENTS**

Franchisee shall provide and pay for the following insurance coverage during the term hereof:

Public Liability – A general liability policy protecting Franchisee against liability or loss due to bodily injury, property damage or personal injury arising out of the performance of its franchise responsibilities and more specifically the provision of water safety service. Policy shall be written on an occurrence form and provide a combined single limit of liability of One Million Dollars (\$1,000,000) per occurrence. Coverage shall be included for: Premises/Operation; Products/Completed Operation; Contractual Liability; Independent Contractors and shall include a broad form property damage endorsement. In the event this policy shall exclude coverage for Lifeguard Liability as a professional service, Franchisee shall be required to provide and pay for professional service coverage protecting Franchisee against liability for the acts, errors and omissions of its water safety personnel.

Automobile Liability – A Business Automobile Liability policy protecting Franchisee against liability or loss due to bodily injury and property damage arising out of the operation of a motor vehicle in the performance of this Franchise. Policy shall be written on an occurrence basis and provide coverage for “any auto” with a combined single limit of liability of One Million Dollars (\$1,000,000) per occurrence.

Worker’s Compensation & Employers’ Liability – A Worker’s Compensation policy protecting Franchisee against liability or loss arising out of occupational injury or illness of its employees. This policy shall provide minimum limits of liability of: \$500,000 each accident; \$500,000 disease – each employee; and \$500,000 disease-policy limit.

Policy Endorsements:

Both the general liability and automobile liability policies, as well as any professional services policy shall be endorsed to name the City of Myrtle Beach as an “additional insured.”

All policies shall be endorsed to provide the City of Myrtle Beach sixty (60) days prior written notice of non-renewal, reduction or exhaustion of limits or cancellation.

All policies shall include a “waiver of subrogation” endorsement in favor of the City of Myrtle Beach.

Conditions:

The clause “other Insurance” in a policy in which the City of Myrtle Beach is named as an “additional insured” shall not apply to the City of Myrtle Beach. The insuring company shall have no recourse against the City of Myrtle Beach for the payment of any premiums, deductibles, or assessments.

In the event Franchisee should fail to comply with the “loss reporting” requirements of any policy, that failure shall not adversely affect the coverage afforded the City, nor shall the City be responsible for complying with the reporting requirements of any policy.

**ADDITIONAL TERMS AND CONDITIONS**

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

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_  
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2. List any exceptions to specifications:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14  
15

1 **PROPOSAL AND SIGNATURE DOCUMENT**

2 **Proposal Number: 24-R0025**

3  
4 The undersigned, as Offeror, declare that we have examined all proposal documents contained herein  
5 and will contract, thereon, with the City of Myrtle Beach (hereinafter referred to as the "City") and do  
6 everything necessary for the fulfillment of this contract. We agree any addenda received are part of the  
7 proposal documents. (If no addenda have been received, please place a zero in the space provided.)  
8

9 In addition, we propose to furnish the following services in strict conformance to the proposal  
10 specifications and proposal invitation issued by the City of Myrtle Beach for this proposal. Any  
11 exceptions are clearly noted as required.  
12

13 We understand that any false statement made to meet any requirements may result in contract  
14 cancellation or initiation of action under federal or state laws, or both.  
15

16 \_\_\_\_\_  
17 **Offeror – Company Name**  
18

19 \_\_\_\_\_  
20 **Mailing Address**  
21

22 \_\_\_\_\_  
23 **Remittance Address (if different from mailing address)**  
24

25 \_\_\_\_\_  
26 **Telephone Number**

**Fax Number**

27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 **E-mail**  
30

31 \_\_\_\_\_  
32 **Authorized Signature**

**Date**

33  
34 Addenda Numbers Received: \_\_\_\_\_  
35

36 Printed Name: \_\_\_\_\_  
37

38 City Business License Number: \_\_\_\_\_  
39

40 South Carolina Sales Tax Registration Number: \_\_\_\_\_  
41

42 If no SC Sales Tax Number, please give reason: \_\_\_\_\_  
43

44 Federal Tax ID Number (FEIN): \_\_\_\_\_



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

1 APPLICATION OF ELIGIBILITY TO QUALIFY FOR LOCAL VENDOR PREFERENCE WITHIN THE  
2 DEFINED BOUNDARIES: MYRTLE BEACH CITY LIMITS, HORRY COUNTY, NESA AREA (NESA area is  
3 comprised of Horry, Georgetown, Williamsburg, Florence, Marion, Darlington, Dillon, Chesterfield, and Marlboro  
4 Counties).  
5

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**

6  
7 *Complete all areas below. Incomplete forms may be rejected.*  
8

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**

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

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

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

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