

(843) 918-2170

FAX: (843) 918-2182

PURCHASING AND MATERIALS MANAGEMENT

## REQUEST FOR QUOTE

Date: August 28, 2018

The City of Myrtle Beach would like to obtain a price quote on the service listed below. Please see attached specifications for details. If you would like to provide a quote then please return this form with your quote information to asowers@cityofmyrtlebeach.com, **NO LATER THAN 2:00PM on Friday, August 31, 2018**. If you have any questions, please call 843-918-2172.

<u>Line</u>	Oty.	<u>Unit</u>	<b>Description</b>	<b>Unit Price</b>
<u>Item#</u> 1	1	ea	VO2 Max 12-Lead Stress Test Physical	\$
Company	y Name:			
Authoriz	ed Signa	ature: _		
Contact I	Name:			
Contact	Name			_
Telephor	ne #:			
Email Ac	ddress:			

#### **SPECIFICATIONS**

#### INTENT

It is the intent to establish a blanket purchase order for VO2 Max 12-lead stress test physicals for the City of Myrtle Beach Fire Department. The successful contractor shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation, and all other items necessary to perform the work required under this contract.

## PHYSICAL REQUIREMENTS

Contractor will provide VO2 Max 12-lead stress test physicals that meet or exceed the testing protocol established by NFPA 1582. Physicals must be performed with the corporate limits of the City of Myrtle Beach.

## **Scheduling**

Scheduling of physicals must be coordinated with the City of Myrtle Beach Occupational Medicine Clinic. Individual physicals will be scheduled over a 12-month period according to the participant's birth month, with an average of five (5) to ten (10) per month.

## **Quantity**

Estimated annual physicals is eighty (80) per year. This quantity should be considered reasonable; however, the City reserves the right to add more or subtract less than the stated quantity based on the actual needs of the City.

## **Health Information Requirements**

Contractor will collect all test data as per the Health Insurance Portability and Accountability Act (HIPAA) regulations. Contractor will be responsible for securely transmitting all data to the City of Myrtle Beach Occupational Medicine Clinic.

## **Personnel Qualifications**

All company personnel performing a VO2 Max 12-lead stress test must meet minimum qualifications. This includes, but is not limited to, Advanced Cardiac Life Support (ACLS), Basic Cardiac Life Support (BCLS), and/or CPR certification. Evidence of qualifications must be submitted with quote.

## ADDITIONAL CONTRACTOR REQUIREMENTS

## Licenses, Registrations, Certifications, Permits, Fees, and Taxes

The Contractor must possess (or obtain and keep) all valid and current applicable licenses, registrations, certifications and permits required to perform the work required under this contract at all times during the term of the contract. The Contractor shall bear the cost of securing all required licenses, registrations, certifications, and permits, and for the payment of all applicable fees and/or taxes. No license, registration, certification, or permit shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

#### **SPECIFICATIONS**

During the term of the contract, should any applicable contractor license, registration, certification or permit expire, or be suspended or revoked, notice must be given to the City within one (1) working day of the expiration, suspension or revocation.

The City will reserve the right at any time during the term of the contract to request copies of all applicable licenses, registrations, certifications, permits and/or receipts, or other suitable documentation, showing fees and taxes paid.

## Statutes, Regulations, Standards, Codes, and Ordinances

The Contractor shall comply with all other applicable federal, state, county, municipal, and local statutes, regulations, standards, codes, and ordinances at all times while performing the work required under this contract. The latest edition(s) adopted by the local authority having jurisdiction shall apply.

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

No plea of ignorance on the part of the Contractor shall, in any way, relieve the Contractor from responsibility for compliance with said statutes, regulations, standards, codes, and ordinances.

## **No Smoking Policy**

The City has established a no smoking policy. Smoking is not allowed at any time on City premises or while performing work for the City.

## TERM OF CONTRACT

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

## **QUOTE PRICES**

All quote prices shall remain firm for the entire term of the contract. Quote prices shall be <u>DELIVERED PRICE (FOB DESTINATION)</u> excluding any sales tax which is to be applied at the time of invoicing. All other applicable costs, including but not limited to: supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees must be included in the quote prices. No other additional charges or incidental fees of any kind will be allowed.

#### **SPECIFICATIONS**

## PRICE INCREASE

Should the contract be renewed for an additional term, a price increase may be considered, if needed, at the beginning of the renewal period. Any price increase requested may not exceed five percent (5%.) At the City's discretion, proof may be requested to substantiate the need for a price increase.

## **INVOICING**

Invoices shall be submitted for payment upon satisfactory completion and acceptance by the City each month. No invoice shall be submitted for payment prior to work being performed. Invoices shall be submitted to:

City of Myrtle Beach

Finance Department/Accounts Payable

PO Box 2468

Myrtle Beach, SC 29578-2468

## **CONTRACT AWARD**

Sellers understand that the City of Myrtle Beach ranks all quotes by price; however, please note that the award will be made to the responsible seller whose quote conforms to the solicitation that is most advantageous to the buyer on basis of price, technical capability, and delivery. No partial bids allowed. Bid will be awarded on an "all or none" basis.

# City of Myrtle Beach INSURANCE REQUIREMENTS

#### PUBLIC LIABILITY AND PROPERTY DAMAGE

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

#### **AUTOMOBILE LIABILITY**

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

#### WORKERS' COMPENSATION INSURANCE

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

## MEDICAL MALPRACTICE

The successful proposer shall maintain, for the term of this agreement, professional/malpractice liability insurance with \$1,000,000.00 limit per claim. Policy numbers and effective dates must be provided by the successful proposer within ten (10) days after Notice of Award. Policy must be maintained in full force and effect for three (3) years beyond acceptance by Owner.

## EXCESS LIABILITY POLICY

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

#### POLICY ENDORSEMENTS

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

## A. General Liability and Automobile Liability

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

## **INSURANCE REQUIREMENTS continued**

## B. Workers' Compensation

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

## NOTIFICATION OF INSURANCE COMPANIES

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

#### CERTIFICATES OF INSURANCE

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

#### INSURER LICENSING AND RATING

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

## INSURANCE COVERAGE ADJUSTMENTS

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

#### COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

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

#### **HOLD HARMLESS**

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

## INSURANCE REQUIREMENTS continued

## **SAMPLE**

PRODUCER Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999  INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999  THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.  COMPANIES AFFORDING COVERAGE  COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY C COMPANY D	CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER		
INSURED  Bidding Firm's Name COMPANY B COMPANY C COMPANY C COMPANY C	Insurance Agent Name 4000 Insurance Pkwy	UPON THE CERT CERTIFICATE DO	UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE		
Bidding Firm's Name COMPANY B 1000 Any Street COMPANY C	COMPANIES AFFORDING COVERAGE				
	Bidding Firm's Name COMPANY B 1000 Any Street COMPANY C				

COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW

This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	General Liability X Commercial General Liability Claims Made X Occur Owners & Contractor's Prot	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	Automobile Liability  X Any Auto  All Owned Autos  Scheduled Autos  X Hired Autos  X Non-Owned Autos	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$
	Garage Liability _ Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	Excess Liability  _ Umbrella Form _ Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	Workers Compensation (and Employer's Liability) The Proprietor/Partners Executive Officers Are: X Inc _ Excl	XYZ1234	00/00/00	00/00/00	X WC Statutory Limits Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000

## $Description \ of \ Operations/Locations/Vehicles/Special \ Items:$

City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability

CANCELLATION
Should any of the policies described herein be cancelled before the expiration date thereof, the
insurer affording coverage will endeavor to mail <u>30</u> days written notice to the certificate holder
named herein, but failure to mail such notice shall impose no obligation or liability of any kind
upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.
INSURANCE AGENT SIGNATURE