

**PROPOSAL REC# 10-R001**

**NOTICE**

**UPON EXECUTION THIS DOCUMENT, EXCEPTIONS,  
SPECIAL TERMS AND CONDITIONS SHALL  
CONSTITUTE A BINDING CONTRACT**

**TOWN OF SURFSIDE BEACH**

**Finance Department**

**PURCHASING NOTICE**

**Proposal to establish a contract for an Electronically Fired Pyro-Production, subject to conditions and provisions set forth in the attached Proposal Package, will be received at this office no later than Thursday, February 4 2010 at 10:00 a.m. The Sealed Proposals will then be publicly opened and read. The services must be furnished as described and specified in the package.**

**PLEASE ADDRESS MAILED BIDS TO:**

**Town of Surfside Beach  
115 U. S. Highway 17 North  
Surfside Beach, South Carolina 29575  
Attn: Jan Lewis, Administrative Manager**

**Also, please show the following PROPOSAL Number in the lower left hand corner of the envelope.  
Thank you.**

**PROPOSAL NUMBER REC# 10-R001**

**Signature \_\_\_\_\_**

**Title \_\_\_\_\_**

### INVITATION TO SUBMIT PROPOSAL

**The Town of Surfside Beach is requesting Proposals from Pyro-Technicians that can provide service and materials for an Electronically Fired Pyro-Production on July 4, 2010. The successful proposer will be required to use only licensed pyrotechnical technicians. Proposals will be available on the Town's website at [www.surfsidebeach.org](http://www.surfsidebeach.org). Completed Proposals must be sealed and returned to Jan Lewis, Administrative Manager, Town of Surfside Beach, 115 U. S. Highway 17 North, Surfside Beach, S. C. 29575 by 10:00 a.m. Thursday, February 4, 2010 at which time they will be publicly opened and read. No faxed or unsealed Proposals will be accepted.**

## TABLE OF CONTENTS

<b>ENCLOSURES</b>	<b>NO. OF PAGES</b>	<b>PAGE NO.</b>
<b>PURCHASING NOTICE</b>	<b>1</b>	<b>x</b>
<b>PROPOSAL INVITATION</b>	<b>1</b>	<b>x</b>
<b>SECTION I. SCOPE OF WORK</b>	<b>2</b>	<b>1</b>
<b>SECTION II. CONDITIONS</b>	<b>9</b>	<b>2</b>
<b>SECTION III. PROPOSAL FORMS</b>	<b>8</b>	<b>x</b>

## SECTION I. SCOPE OF WORK

The Town of Surfside Beach is in need of pyro-technical firms to perform a fireworks show from the end of the Surfside Beach Pier on July 4, 2010. The company will supply a plan of display using an estimated budget of \$25,000.

### CREDENTIALS

For the purposes of this submittal, the applicant shall provide information regarding specialized qualifications and licenses which meet the requirements of the Scope of Work. Applicants are expected to submit adequate information to demonstrate their abilities.

## SECTION II. GENERAL CONDITIONS

### I. GENERAL INFORMATION

#### 1.1 Proposal Due Date

Sealed Proposals in two (2) complete copies will be received no later than the date and time indicated on page one of these documents. Proposals will not be considered after this time. The Town is not required to seek proposals for this service; it has chosen to do so in its best interest. In so doing, the Town is not required to award to the lowest monetary Proposer. The Town reserves the right to seek new proposals when such is reasonably in the best interest of the Town. Proposals will be examined promptly after opening, and each Proposal will be announced to all participating. It is not a practice to award any Proposal until the Town Administrator and interested parties have had ample time to review each Proposal. Award will be made, however, at the earliest possible date. No Proposal(s) may be withdrawn for a period of thirty- (30) days after Proposal opening date.

#### 1.2 Addendum and Amendment to RFP.

If it becomes necessary to revise or amend any part of this RFP, the Town will furnish a revision by written Addendum to all prospective Proposers who received an original RFP.

It will be the responsibility of the Proposer to contact the Administrative Manager prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

#### 1.3 Hold Harmless

The successful Proposer shall agree to release, indemnify and hold harmless the Town of Surfside Beach from and against any and all liabilities, claims, suits, damages, charges or expenses (including attorneys' fees, whether at trial or appeal) which the Town may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any act, negligence or omission on the part of the successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the successful Proposer and the Town will enter, except when caused solely by the fault, failure or negligence of the Town, its agents or employees.

**1.4 Incurred Expenses**

The Town of Surfside Beach is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

**1.5 Proposals Binding**

All proposals submitted shall be binding for Sixty (60) calendar days following the opening.

**II. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

**2.1** To ensure fair consideration for all Proposers, the Town prohibits Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of specifications or the proposal process shall be addressed to the Town Administrator.

**III. CONTENT OF PROPOSALS**

**3.1** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner.

- 3.1.1 Title Page** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.
- 3.1.2 Table of Contents** Include a clear Identification of the written material by section and by page number.
- 3.1.3 Response to Proposal** Specifically state the Proposer understands of the work to be accomplished, and make a positive commitment to perform the work to include each section addressed in the Scope of Services.
- 3.1.4 References** Include a reference list of at least five (5) clients to whom the proposer has provided services similar to those being proposed to the Town. This list will include the following information:

Name of Client  
Date of Services  
Address  
Contact Person  
Telephone Number

- 3.1.5 **General Statement of Experience** Include a written, verifiable statement experience in providing and managing similar services and a list of licensed technicians.
- 3.1.6 **Proposal Signature Form** Complete the Proposal Signature Form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below:

When the proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

#### IV. EVALUATION OF PROPOSALS

4.1 Submitted Proposals will be reviewed and evaluated on the basis of the information provided, and other evaluation criteria as set forth in this RFP. All proposals submitted will be ranked by the criteria provided in this RFP, including the following:

Cost to the Town  
Experience and Qualifications

4.2 The evaluation process will include first reviewing each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirement may disqualify a proposal.

4.3 Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the responsiveness of the Proposal to the scope of work as well as the following.

4.3.1 Responses of the client references.

4.3.2 Such other information that may be required or secured.

4.3.3 Compensation Schedule.

4.4 The Town reserves the following rights to:

4.4.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award and conduct personal interviews or require presentations of any or all Proposers prior to selection

4.4.2 Request that proposer(s) modify their proposal to more fully meet the needs of the Town or to furnish additional information as the Town may reasonably require.

4.4.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

- 4.4.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- 4.4.5 Process the selection of the successful Proposer without further discussion.
- 4.4.6 Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The Town shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the Town.

## V. CONTRACT REQUIREMENTS

5.1 **Basis of Award.** A contract will be awarded to the most responsible and responsive proposer whose proposal meets the needs of the Town to the best degree.

5.2 **Contract Term.** The period of the contract shall be for one (1) year from the effective date of the awarding or approving Resolution, and may, by mutual written agreement, be renewed at the same terms and conditions for four (4) additional one (1) year periods.

5.3 **Award Termination.** When deemed to be in the best interest of the Town, the Town may cancel any award resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

5.4 **Addition/Deletion.** The Town reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the Town.

5.5 **Proposal Prices.** Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Surfside Beach, S. C. or to the facility location specified by the requestor or the purchase order.

Proposal prices include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the Town, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the contract, and shall indemnify the Town, its officers, agents, and employees for any costs, including litigation costs and attorneys' fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

**5.6 Default/Re-award.** Any contract resulting from this specification may be cancelled by the Town Administrator in whole or in part by written notice of default to the Vendor upon non-performance or violation of contract terms, including the failure of the Vendor to deliver materials or services within the time stipulated in the specification, unless extended in writing by the Town Administrator. In the event a contract is cancelled because of the default of the Vendor the Administrator may: (1) purchase the materials or services specified in this specification on the open market; (2) make an award to the next best proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

## **VI. INSURANCE REQUIREMENTS**

During the life of the contract, the Vendor shall provide, pay for, and maintain types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of South Carolina.

The insurance coverage's and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished to the Town. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate. Thirty (30) days' written notice by registered or certified mail must be given the Town of any cancellation, intent not to renew, or reduction in the policy coverage.

Within ten (10) working days of receipt of notification of intent to award, the successful bidder shall provide to the Town of Surfside Beach the required insurance.

**PROPOSAL FORM**

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this bid invalid on that basis.)

**PROPOSAL FOR:** Electronically Fired Pyro-Technical Display  
Proposal No. REC# 10-R001

**SUBMITTED TO:** Town of Surfside Beach  
Surfside Beach, South Carolina

**SUBMITTED BY:** \_\_\_\_\_  
Proposer's Name (Please Print or Type)  
\_\_\_\_\_  
Address (Please Print or Type)  
\_\_\_\_\_  
City, State and Zip Code

1. The undersigned, hereinafter called Proposer, in compliance with the "Notice to Proposers", accepting all of the terms and conditions of the "General Provisions", including with limitation those dealing with the disposition of Bond Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials and equipment necessary to complete this Contract within the Contract Time indicated in this Proposal, in full and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner.
2. **THIS PROPOSAL WILL REMAIN OPEN FOR:** Thirty-(30) days after the Bid Opening.
3. **IN SUBMITTING THIS PROPOSAL, PROPOSER REPRESENTS THAT:**
  - (a) Proposer has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract.
  - (b) This Proposal is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from offering a proposal; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.
  - (c) That no member of Town Council or other officers or employees of said Owner is interested directly or indirectly in the Proposal or in any portion of the Proposal, nor in the Contract or any part of the Contract, which may be undersigned on the basis of such Proposal.
  - (d) The Price Contract includes materials and time and any other applicable taxes and fees.

**Proposal No. REC# 10-R001**

**Proposer shall provide the Town of Surfside Beach with a Certificate of Insurance.**

**Type of Organization:**         Partnership         Corporation         Joint Venture

**SIGNATURE OF BIDDER/BIDDER'S REPRESENTATIVE**

\_\_\_\_\_

\_\_\_\_\_

**(Title)**

\_\_\_\_\_

**(Date)**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AFFIDAVIT**

**(This Affidavit is Part of the PROPOSAL)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**Being duly sworn, deposes and says that he resides at** \_\_\_\_\_

\_\_\_\_\_

**that the** \_\_\_\_\_

**(Give Title)**

**who signed the above Proposal, that he was duly authorized to sign, and that the PROPOSAL is the true offer of the PROPOSER and that all the declarations and statements contained in the PROPOSAL are true to the best of their knowledge and belief.**

\_\_\_\_\_

**(Affiant)**

**Subscribed and Sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_.

\_\_\_\_\_

**(Notary Public)**

**My Commission Expires**  
\_\_\_\_\_, **20** \_\_\_\_\_.

**(SEAL)**

**FORM OF NONCOLLUSION AFFIDAVIT**

**(This Affidavit is Part of PROPOSAL)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he is  
\_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.)of  
\_\_\_\_\_ the party making the foregoing Proposal, that such  
**PROPOSAL is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived, or agreed, directly or indirectly, with any PROPOSER or person, to put in a sham PROPOSAL, or that such other person shall refrain from submitting a proposal, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Price of Affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said Proposal Price, or of that of any other PROPOSER, or to secure any advantage against OWNER by any person interested in the proposed Contract; and that all statements in said Proposal is true; and further, that such PROPOSER has not, directly or indirectly submitted this PROPOSAL, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.**

\_\_\_\_\_  
(Affiant)

Sworn to and Subscribed Before Me This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires  
\_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

**FOR A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced  
identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public

State of: \_\_\_\_\_

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced  
identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public

State of: \_\_\_\_\_

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant