

City of Myrtle Beach Request for Proposal

RFP 24-R0021 Concrete Repair & Replacement

Issue Date: February 14, 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



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-R0021 Concrete Repair & Replacement | |
| Buyer Contact: | Brandon Hancock 843-918-2173 bhancock@cityofmyrtlebeach.com |
| Mandatory Pre-Proposal Conference: On-time attendance/sign-in is required for proposal consideration. | N/A |
| Opening Date & Time: | Thursday, March 7, 2024 at 2:00 P.M. (local time) |
| Proposal Delivery Location: | City of Myrtle Beach Procurement Office 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 22.

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

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1.02 DEFINITIONS:

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

2.0 AUTHORITY:

- 2.01 Equal Weight and Force.** The instructions herein contained are given for the purpose of guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.
- 2.02 Written Explanations.** Only written information from the procurement manager or an authorized representative of the procurement division is binding; therefore no verbal instructions or verbal information from any other source shall be binding on the City. The City shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the procurement division shall be final and binding upon each Offeror.
- 2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter proposal specifications, those alterations shall be made in the form of written addenda that shall be posted on the City website, and may be advertised in the South Carolina Business Opportunities (SCBO) online publication and the local newspaper. The Offeror is responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the proposal specifications shall be made orally.

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Proposal documents may be obtained through the City of Myrtle Beach website (www.cityofmyrtlebeach.com), or in person at the City of Myrtle Beach Procurement Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Proposals.** The City of Myrtle Beach will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. A responsive proposal will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a proposal is responsive.

- 3.03 Non-Responsive Proposals.** Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out in blue or black ink and signed by the Offeror. No proposal shall be accepted unless submitted on the forms furnished herein. The format of the proposal documents shall not be altered in any way. Written errors made on the proposal documents prior to submission must be corrected by marking through the entry in blue or black ink and making the correct entry adjacent to the written error and initialed by the Offeror in blue or black ink.
- 3.05 Contents of Proposal Packet.** The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. Alternative proposals shall not be considered. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), for proposed pricing.
- 3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and proposal number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive. It is the Offeror's responsibility to ensure that the proposal is delivered by the official opening date and time. Proposals submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Offeror. Late proposals shall not be opened and will be returned to the Offeror unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Procurement Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are not subject to public opening.
- 3.09 Document and Content Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City and in the public domain.

However, as per the South Carolina State Procurement Code, Section 11-35-410, commercial/financial/price information and design concepts, methods, procedures, and recommendations can be held privileged and confidential, provided that the Offeror clearly marks that information as such. This includes biographical data on key employees. It will be the Offeror's responsibility to label information as proprietary. Failure to clearly identify information as privileged, confidential, and/or proprietary may be cause for public disclosure. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

4.0 FULL EXAMINATION:

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

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

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

5.0 PRICING:

5.01 Unit Pricing. Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration shall still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contains non-firm prices.

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

- 5.03 Changes in Cost.** If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Procurement Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.
- 5.04 Price Evaluation.** The City of Myrtle Beach shall evaluate the Offeror's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other offers submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the estimated proposed price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the Offeror's proposal. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the City. The City may determine that a proposal is unacceptable if the proposed price is materially unbalanced between line items.
- 5.05 Mobilization.** For projects requiring mobilization to the work site, proposal prices shall include the movement of personnel, equipment, and/or supplies necessary to complete the work specified as a separate line item. This shall include any temporary offices, buildings, or other facilities that may be necessary. The price shall not exceed ten percent (10%) of the overall proposal price, or up to the limit as defined in the project specifications, whichever is less.

6.0 TAX INFORMATION:

- 6.01 Sales Tax/Federal Tax.** The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All prices should be quoted without tax applied. Tax will be applied at the time of invoicing according to the current state sales tax rate.
- 6.02 Payment of Taxes.** The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

7.0 MATERIAL ASSESSMENT:

- 7.01 Product Documentation.** Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
- 7.02 Safety Data Sheet (SDS).** If so requested in the proposed documents, a completed SDS for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.
- 7.03 Evidence of Work/Product.** All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
- 7.04 Sample Submission.** When samples are required with a proposal, they must be submitted with the proposal unless approved by the procurement manager or procurement manager's authorized representative.
- 7.05 Sample Ownership.** Samples submitted shall become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.
- 7.06 Furnished Items.** Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- 7.07 Quality of Items.** Offerors shall submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing. Unless otherwise specified, the Offeror shall unconditionally guarantee the items and workmanship being proposed. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Offeror, upon notification and at the expense of the Offeror, shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure to replace items, the City may return the rejected items to the Offeror at the Offeror's risk and expense, or the City may dispose of them as its own property.

8.0 CHANGES IN SPECIFICATIONS:

- 8.01 Authority of Specifications.** It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer, agent, or employee of the City shall affect or modify any of the terms and conditions.
- 8.02 Equipment.** If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part

has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

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

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

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

8.06 Equivalent Items. For items identified in this proposal as "brand name or equal," the Offeror's proposal must indicate each product that is being offered as an "equal" product by providing the following information:

- A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the proposal
- B. A clear identification of the item by brand name and make/model number (if any)
- C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the procurement buyer
- D. A clear description of any modifications the Offeror plans to make in a product so that it conforms to the proposal requirements

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. If required, Offeror shall supply a bid bond of 5% of the total proposal amount to be submitted with the proposal package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.

10.02 Performance/Payment Bonds. The successful Offeror at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach.) The bond shall be in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds shall be accepted.

11.0 DELIVERY:

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

11.02 Dates. The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall

be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery shall be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

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

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

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

12.0 AWARD CRITERIA/TIMELINE:

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

- A. Superior quality and specification adherence
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees and warranties
- E. Company's reputation and financial status
- F. Past experience and cost with similar or like equipment or service
- G. Anticipated future cost and experience
- H. Performance of proponent's equipment by other agencies, plants, and firms

Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

12.02 Contract Issuance. The award of a contract is accomplished by executing a written agreement that incorporates the entire 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 (365) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the 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. 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.

13.0 OFFEROR RESPONSIBILITIES:

- 13.01 Duration of Proposal.** Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal shall not be considered.
- 13.02 Transfer of Responsibilities.** The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.
- 13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Offerors are

required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Offeror to uphold and enforce this policy is subject to termination of contract.

- 13.04 Subcontractors.** The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.
- 13.05 Coordination and Contact.** The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.
- 13.06 Liquidated Damages.** If the Offeror fails to deliver the supplies or perform the services within the time specified in the contract, the Offeror shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$0 per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate offeror. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Offeror shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Offeror.
- 13.07 Force Majeure.** Neither party shall be held responsible for failure to perform the responsibilities imposed by this proposal due to circumstances beyond reasonable control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes, earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics, pandemics), acts of God, and/or orders of any governmental authority having jurisdiction over such.

14.0 INDEMNITY CLAUSE:

14.01 Hold Harmless. The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, free and harmless from and against any and all claims, losses, damages, fines, penalties, demands, actions, suits, settlements, costs, charges, fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the breach by the Contractor of any covenant or condition hereunder, or the negligence or willful misconduct of the Contractor or any of its employees or agents or the fault of the manufacturer of goods supplied by the Contractor. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend at its expense, any claim, loss, or action arising out of or related to a breach of the contract and/or any related covenant or condition thereunder, and/or any negligence or willful misconduct of the Contractor, its employees or agents. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees incurred by the City in response to such claims.

14.02. Failure to Enforce. Failure by the City at any time to enforce the provisions of the proposal shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the proposal.

15.0 FEDERAL AND STATE LAWS:

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

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

15.02 Ethics of Employees. The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end,

for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.

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

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

16.0 FINANCIAL ACCOUNTING:

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

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

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

17.0 PROPOSAL REJECTION/WITHDRAWAL:

- 17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a proposal if:
- A. The Offeror misstates or conceals any material fact in the proposal; or if,
 - B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
 - C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.
- 17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.
- 17.03 Determination of Responsibility.** The City may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the City any requested information and data for this purpose at the Offeror’s expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Offeror if the evidence fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this proposal.
- 17.04 Disqualification.** Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror’s inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.
- 17.05 Withdrawal Timeline.** Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

18.0 DISPUTES AND PROTESTS:

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

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

- A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or agreement was improper.

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

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

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

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

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

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

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

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

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

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

19.0 CITY RESERVED RIGHTS:

- 19.01 Reserved Rights.** The City of Myrtle Beach expressly reserves the following rights:
- A. To reject any and/or all irregularities in the proposals submitted
 - B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.
 - C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - D. To make the award to any Offeror who, in the opinion of senior management, is in the best interest of the City.
 - E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.
 - F. Only the evaluation factors specified in this solicitation may be used as a basis for award.
- 19.02 Final Judgment.** If any doubt or difference of opinion arises between the City of Myrtle Beach and the Offeror as to the interpretation of this request for proposal, the decision of the City will be final and binding upon all parties.
- 19.03 Clarification.** The City of Myrtle Beach reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware shall be provided at no cost to the City. The City is not obliged to evaluate any or all products.
- 19.04 Price Increase.** The City of Myrtle Beach reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.
- 19.05 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage of any items during the RFP process.
- 19.06 Performance Failure.** In the event that the Offeror fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Offeror written cure notice of such failure. The Offeror shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the procurement manager.
- 19.07 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct

costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.

19.08 Termination for Default. The performance of work under this proposal may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Offeror, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.

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

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

20.0 ADA COMPLIANCE:

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

21.0 SIGNATURES:

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

21.02 Non-Collusion. The authorized signer of the proposal certifies that the proposal is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude an Offeror from submitting a proposal.

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

Signature of Offeror

Date of Signing

Print Name of Offeror

If more convenient, tabulations are available for pick-up after final award. No proposal tabulations will be faxed.

SPECIFICATIONS

INTENT

The City of Myrtle Beach intends to establish a term Contract for concrete repairs and replacements to be performed on an “as needed” basis. Per City Ordinance 2018-41, any concrete repairs or replacements totaling more than \$25,000.00 will **not** be included in this Contract and will be bid separately.

TERM

The term for this Contract shall be for one (1) year with the option to renew the Contract for four (4) additional one (1) year periods, provided both parties agree. Proposal prices shall remain firm for the entire term of the Contract. Should this Contract be renewed, price increases, if needed, shall not be more than the percentage increase established as a result of this RFP.

Either party may cancel this Contract at any time, for any reason, provided a thirty (30) day written notice has been received and acknowledged by the other party.

REQUIREMENTS

The Contractor shall possess and maintain, at all times during the term of this Contract, all applicable licenses, certifications, and permits required to perform the work specified in this RFP. The Contractor shall bear the cost of securing said licenses, certifications, and permits. No license, certification, or permit shall be applied for in the name of, or on behalf of the City of Myrtle Beach. During the term of this Contract, should any applicable license, certificate, 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 reserves the right to, at any time during the term of this Contract, request copies of all applicable licenses, certificates, and/or permits.

The Contractor shall also acquire and maintain up-to-date Safety Data Sheets (SDS) for any and all applicable products used by the Contractor to perform the work required under this Contract. The City shall have the right to, at any time, request and receive copies of any and all applicable sheets at no cost to the City. The City reserves the right to reject any product it feels may be harmful to persons or property.

The Contractor shall have, at all times during the term of this Contract, a working email and phone number. If at any time the email address or phone number changes, the Contractor shall notify the City immediately.

All Contractor employees shall wear company uniforms as well as other appropriate attire while performing the work under this Contract. Shirts and shoes shall be worn at all times while performing work for the City.

No City equipment or facilities shall be used to clean and/or maintain Contractor equipment and/or tools. All sites where work was conducted must be cleaned of all debris and materials prior to considering the work completed.

The City does not guarantee the amount of calls for service throughout the term of this Contract.

SPECIFICATIONS (continued)

WRITTEN QUOTES

The City may, at the City's discretion, request a written quote for any work needed prior to approving the work. When requested, the written quote shall be provided no later than two (2) working days from the date of request.

All quotes shall be based on the proposal prices and shall be itemized and extended giving the total cost to satisfactorily complete the work. It shall be the Contractor's responsibility to obtain all information necessary to prepare a quote as accurately as possible. Upon authorization by the City to complete work when a written quote has been provided, actual cost of the work shall not exceed the quoted price without prior authorization from the City.

MATERIALS

Concrete repairs and replacements shall be completed using 4,000 PSI with fiber mesh. No concrete shall be poured/laid below fifty degrees Fahrenheit (50°F) or above ninety degrees Fahrenheit (90°F) without prior written authorization by the City.

All backfill soils must be safe and appropriate for the area where it is being used. Any damages to the surrounding environment due to backfill soils shall be the responsibility of the Contractor and shall be repaired or replaced, to the satisfaction of the City, at no additional cost to the City.

Occasionally the City may request services to repair and/or replace asphalt. Asphalt repaired and/or replaced by the Contractor shall be Type C unless written authorization has been issued by the City. All regulations and requirements of this Contract are extended to asphalt work.

TRAFFIC DISRUPTION

Street Obstruction: The Contractor shall contact the City Traffic Engineer, or an authorized City representative designated by the City Traffic Engineer, for the purpose of developing and approving a traffic control plan for typical street obstruction prior to beginning any work that will require street obstruction.

Blockage of Major Thoroughfares: The Contractor shall develop a general traffic handling plan and submit it to and gain the written approval of the City Traffic Engineer or the designated representative prior to beginning any work that will require the blockage of a major thoroughfare.

Flagmen: The Contractor shall furnish, at the Contractor's expense, flagmen to direct traffic whenever the City Traffic Engineer or designated representative determines that such control is needed. The use of flagmen as ordered by the City Traffic Engineer or the designated representative shall be for the purpose of assisting in the even flow of traffic, both pedestrian and vehicular, and shall not, in any way, relieve the Contractor of full responsibility for taking such other steps and providing such other personnel as the Contractor may deem necessary for the protection of the work site and of the public, and shall not, in any way, relieve the Contractor of responsibility for any damage for the Contractor would otherwise be liable.

Traffic Control Devices: The Contractor shall furnish and install signs, markings, barricades, and/or other traffic control devices required to adequately maintain proper vehicular and pedestrian traffic control for the duration of work at the site. No compensation will be made to the Contractor for work/materials involved in contracting for/maintaining barricades, signs, markings, warning devices, and/or lights; or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any work under this contract.

SPECIFICATIONS (continued)

PAVERS

Several types of pavers are used in some crosswalks, parks, and other areas throughout the City. The awarded Contractor may be requested to install, repair, or replace pavers over the term of this Contract. Due to the usage of different types of pavers, the Contractor, when requested, shall give a written quote listing the price of a particular type of paver specific to its installation location as well as the hourly labor price to install, repair, and/or replace the pavers. The hourly labor price shall not exceed the amount proposed in the Price Schedule of this RFP.

DEMOLITION

All materials removed from a job site shall be disposed of properly and in accordance with federal, state, and local laws and ordinances. The Contractor and his/her employees must adhere to all standard safety procedures and protocols, including the use of protective clothing and equipment.

The Contractor shall ensure that all debris is collected prior to considering the job completed. The City shall withhold payments where debris has not been collected to its satisfaction.

The Contractor shall be responsible for maintaining safety to the public (roads, sidewalks, driveways, etc.) by ensuring that proper and sufficient signage, warnings, and directions are posted at the job site during the performance of work. Should concrete be left to cure overnight or in the absence of the Contractor, signs and barriers shall remain in place until the concrete has cured.

CONTRACT CHANGES

During the term of the Contract, the City shall have the right to order additions to, deletions from, or corrections, alterations and modifications to the Contract. Such changes shall in no way affect, vitiate, or make void this agreement or any part thereof, except that which is necessarily affected by such changes.

Changes involving an increase or decrease in the amount of work to be performed, cost of the work, time permitted for the work or inconsistencies with the proposal specifications shall be authorized when mutually agreed upon by the City and Contractor.

In any case of neglect or refusal by the Contractor to perform any extra work authorized by the City or to make satisfactory progress in the execution of the same, the City may employ any person or persons to perform such work and the Contractor shall in no way interfere with the person or persons so employed.

The following section of these Specifications are for ADA ramp installations only.

ADA RAMP SPECIFICATIONS

CONCRETE PAVING

Sidewalks within public right-of-ways shall be 5 feet minimum in width or match existing width, with a thickness of 6 inches of 4,000 PSI with Fiber Mesh. No cold joints except at expansion joints. Sidewalks must comply with all current ADA regulations.

Normal-Weight Aggregates: ASTM C 33/C 33M, class 4M uniformly graded.

- Maximum coarse-aggregate size: 1-1/2 inches (38mm) nominal
- Fine aggregate: free of materials with deleterious reactivity to alkali in cement

Exposed Aggregate: selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate. Aggregate sizes shall be 3/4 to 1 inch (19-25mm) nominal.

Curing Materials

Curing materials shall meet the following requirements:

- A. Absorptive Cover: AASHTO M 182, class 3, burlap cloth made from jute or kenaf, weighing approximately 9oz/SY dry or cotton mats
- B. Moisture-retaining cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet
- C. Water: potable
- D. Evaporation retarder: waterborne, monomolecular, film forming, manufactured for application to fresh concrete
- E. Clear, waterborne, membrane-forming curing compound: ASTM C 309, type 1, class B, dissipating
- F. White, waterborne, membrane-forming curing compound: ASTM C 309, type 2, class B, dissipating

Related Materials

- A. Joint fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
- B. Slip-resistive aggregate finish: factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50% aluminum oxide and not less than 20% ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Epoxy-bonding adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of types I and II, non-load bearing, types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

ADA RAMP SPECIFICATIONS (continued)

- D. Chemical surface retarder: water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).
- E. Pigmented mineral dry-shake hardener: factory-packaged, dry combination of Portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use of color pigments that are finely ground, non-fading mineral oxides interground with cement.

Related Materials

- A. Joint fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
- B. Slip-resistive aggregate finish: factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Epoxy-bonding adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of types I and II, non-load bearing, types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Chemical surface retarder: water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).
- E. Pigmented mineral dry-shake hardener: factory-packaged, dry combination of Portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use of color pigments that are finely ground, non-fading mineral oxides interground with cement.

JOINTS

The Contractor shall form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

The Contractor shall set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

The Contractor shall form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.

ADA RAMP SPECIFICATIONS (continued)

4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

The Contractor shall form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least $\frac{1}{4}$ of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving. Contraction joints shall be 5 feet OC unless otherwise indicated. No cold joints except at expansion joints.

1. Grooved joints: form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool at $\frac{1}{4}$ inch (6 mm), $\frac{3}{8}$ inch (10 mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
2. Saws joints: form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut $\frac{1}{8}$ inch (3 mm) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a $\frac{1}{4}$ inch (6 mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

FLOAT FINISHING

Do not add water to concrete surfaces during finishing operations. Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

Medium-to-fine-textured broom finish: draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

DETECTABLE WARINING INSTALLATION

The Contractor shall form blockouts in concrete for installation of detectable paving units. Tolerance for opening size: plus $\frac{1}{4}$ inch (6 mm), no minus.

Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete immediately after screeding concrete surface.

CONCRETE PROTECTION AND CURING

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. The Contractor shall comply with ACI 306.1 for cold-weather protection.

The Contractor shall apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching $0.2 \text{ lb/SF} \times \text{H}$ before and during finishing operations. Apply according to the manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

ADA RAMP SPECIFICATIONS (continued)

Cure concrete by moisture curing moisture-retaining-cover curing, curing compound or a combination of these as follows:

- A. Moisture curing: keep surfaces continuously moist for no less than seven days with the following materials:
 - 1. Water
 - 2. Continuous water-fog spray
 - 3. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12 inch (300 mm) lap over adjacent absorptive covers
- B. Moisture-Retaining-Cover curing: cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
- C. Curing compound: apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

The Contractor shall remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this section. Remove work in complete sections from joint to joint unless otherwise approved by the City.

The concrete paving shall be protected from damage. Traffic shall be excluded from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material.

TACTILE WARNING SURFACING

The Contractor shall not use frozen materials or materials mixed or coated with ice or frost to include building on frozen subgrade or setting beds. The Contractor shall remove and replace unit paver work damaged by frost or freezing.

The warranty period shall be for a minimum of one (1) year from the date of substantial completion. The Contractor shall repair or replace components of tactile warning surfaces that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to: deterioration of finished beyond normal weathering and wear and separation or delamination of materials and components.

ADA ramps must comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces. For tactile warning surfaces composed of multiple units, provide units that, when installed, provide consistent side-to-side and end-to-end dome spacing that complies with requirements.

DETECABLE WARNING UNIT PAVERS

Solid paving units, made from normal-weight concrete with a compressive strength of not less than 4,000 PSI, water absorption of not more than 5% according to ASTM C 140, and no breakage and no more than

ADA RAMP SPECIFICATIONS (continued)

1% mass loss when tested for freeze-thaw resistance according to ASTM C 67, with accessible detectable warning truncated domes on exposed surface of units. ADA approved truncated domes shall be installed at approaching street crossings.

A. Shapes and Sizes:

- a. The detectable warning tiles must be truncated dome “ADA” pavers shall be manufactured by “**Low Country Pavers**” located in Charleston, S.C. 7/8” x 3 7/8” in a thickness of 2 3/8”.

B. Dome spacing and configuration: manufacturer’s standard compliant spacing in manufacturer’s standard pattern

C. Color: Red

The Contractor shall prepare substrate and install tactile warning surfacing according to the manufacturer’s written instructions unless otherwise indicated. Place tactile warning surfacing units in dimensions and orientation indicated and comply with location requirements of AASHTO MP 12.

Detectable warning tile installation on new sidewalks shall be placed in a concrete sunken base. The Contractor shall reference the attached SCDOT standard drawing details for the installation of detectable warning tiles.

The Contractor shall remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in the section. Remove incomplete sections from joint to joint unless otherwise approved by the City. Replace using tactile warning surfacing installation methods acceptable to the City.

The tactile warning surfacing shall be protected from damage and maintain free of stains, discoloration, dirt, and other foreign material.

SEEDING

The contractor shall provide seed mixtures in containers showing percentage of sowed mix, year of production, new weight, date of packaging, and location of packaging. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and the winter weather and be capable of reestablishment in the spring.

The Contractor shall deliver grass seed mixture in sealed containers. Seed in damaged packaging will not be accepted. Fertilizer shall be delivered in waterproof bags showing weight, chemical analysis, and the name of the manufacturer.

The topsoil shall be excavated from the site and free of weeds.

All graded areas except those to be occupied by pavement, walks, buildings, gravel, rip-rap, or other surface shall be grassed. All disturbed areas which shall be undisturbed for three months or more shall be grassed. The seed bed shall be of loose soil. If necessary, light tilling shall be done to break up crusts and provide enough loose soil to cover the seed. The topsoil shall be graded to the finished grades specified.

ADA RAMP SPECIFICATIONS (continued)

Fertilizer and lime shall be uniformly distributed over the area in the quantities specified herein. During the grading operations, all stones, stakes, and wires that may be a hindrance to mowing operations shall be removed. Swale and ditch bottoms shall be seeded at double the rate specified above.

The Contractor shall verify that prepared soil base is ready to receive the work of this Section. Beginning of installation means acceptance of existing site conditions.

The Contractor shall not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Sow seeds using a spreader or seeding machine. Seeding shall not be performed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over the entire area by sowing equal quantities in 2 directions at right angles to each other. Sow shall not be less than the quantity of seed specified or scheduled. Rake seeded lightly into the top 1/8 inch of soil, roll lightly, and water with a fine spray.

Seeded slopes shall be protected against erosion with erosion netting or other methods acceptable to the City. Erosion protection may also be conducted by spreading specified lawn mulch after completion of seeding operations. Spread uniformly to form a continuous blanket no less than 1 ½ inches loose measurement over seeded areas.

DELIVERY

Proposal prices shall be Delivered Prices (FOB Destination). Shipping and handling is to include all costs, including but not limited to: taxes, loading/unloading costs(s), fuel charge(s), fuel surcharge(s), energy surcharge(s), and environmental fee(s). The City will not be responsible for any demurrage charge(s).

INVOICING

Invoicing shall be submitted upon completion of work. All invoices must reference the Service Agreement number, quantity, unit price, and extended price of each item purchased. No invoices shall be submitted prior to the acceptance of work by the City. Invoices shall be submitted to:

City of Myrtle Beach
Financial Management & Reporting Department
PO Box 2468
Myrtle Beach, SC 29578-2468
Or emailed to: accountspayable@cityofmyrtlebeach.com

EVALUATION & AWARD CRITERIA

OFFERORS' MINIMUM REQUIREMENTS

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. **All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be just cause for a proposal to be deemed non-responsive and rejected.**

The following criteria shall be met in order to be eligible for award of this Contract:

- Offerors shall demonstrate that they have been in business providing similar services for at least the past three (3) years.
- Offerors shall provide a minimum of three (3) comparable references of current or past (with amicable discharge) work being performed, preferably multiple services for the same client.
- Address of physical office, yard, and/or equipment/vehicle storage facility.
- Documentation of the Offeror's equipment, tools, and vehicles currently in their possession and at their disposal.
- Completed Price Schedule and all signature pages.

EVALUATION CRITERIA

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

Past Experience (30%)

Proposals will be evaluated based upon the extent to which the proposal demonstrates the Offeror's past experience with similar or like services and ability to perform concrete repair and replacement services. Offerors must submit with their proposal a demonstration of having performed similar services for the past three (3) years and at least three (3) references that include a contact name, address, email address, phone number, and job details.

Locality (25%)

Locality will be used to determine the Offeror's ability to respond to requests for services in a timely manner. Offeror's office location shall be submitted with their proposal for reference in locality.

Equipment and Capacity (25%)

Proposals shall include documentation of the Offeror's equipment, tools, vehicles, and any other assets related to the work of this contract to accurately gauge the Offeror's capability in performing these services.

Price (20%)

The City will evaluate the pricing of services proposed as listed on the Price Schedule below and determine the best value based on offers received.

EVALUATION & AWARD CRITERIA (continued)

AWARD CRITERIA

All responsive proposals will be reviewed by an evaluation team. The City will award to the Offeror whose proposal will be most advantageous to the City; price and other factors will be considered.

The City will conduct a direct comparison of one proposal with another in order to determine which proposal best provides what the City needs, as identified in this RFP. Proposals may exceed the requirements, but the City is not requesting or accepting alternate proposals. Each proposal must respond to the solicitation requirements. The City reserves the right to consider other references and experiences of the Offeror as part of its evaluation process.

Exhibit 1 below shows the rubric that will be used to evaluate and compare all responsive proposals.

Exhibit 1 – Evaluation Rubric

Evaluator’s Name: _____

Date of Evaluation: _____

Offeror’s Name: _____

| Category | Maximum Score | Assigned Score |
|---|----------------------|-----------------------|
| <u>Past Experience</u> Similar Services, References, SC Concrete License | 30 Points Total | |
| <u>Locality</u> Ability to respond to calls for service in a timely manner | 20 Points Total | |
| <u>Equipment & Tools</u> Capability to perform calls for service | 30 Points Total | |
| <u>Cost as per the Price Schedule</u> | 20 Points Total | |
| Totals | 100 Points | |

Comments:

PRICE SCHEDULE

Proposal prices are to include all taxes and 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. All concrete type is 4,000 PSI with fiber mesh. Asphalt is Type C.

| Item # | Description | Qty. | Unit of Issue | Unit Bid Price |
|---------------|---|-------------|----------------------|-----------------------|
| 1 | Traffic Control | 1 | JA | \$_____ |
| 2 | Base Material | 1 | CY | \$_____ |
| 3 | 6" High Vertical Concrete Curb | 1 | LF | \$_____ |
| 4 | 24" Curb & Gutter | 1 | LF | \$_____ |
| 5 | 6" Driveway Apron | 1 | SF | \$_____ |
| 6 | Sidewalk | 1 | SF | \$_____ |
| 7 | Backfill Soil Material | 1 | CY | \$_____ |
| 8 | Demolition and Removal of Old Materials | 1 | SF | \$_____ |
| 9 | Asphalt Repair | 1 | SF | \$_____ |
| 10 | Labor | 1 | HR | \$_____ |

Company Name: _____

Authorized Signature: _____

Email Address: _____

PRICE SCHEDULE (continued)

| | | | | |
|----|--|---|----|---------|
| 11 | One (1) ADA Ramp Installation | 1 | LS | \$_____ |
| 12 | 16" Curb & Gutter | 1 | LF | \$_____ |
| 13 | Paver Install, Repair, and Replacement Labor | 1 | HR | \$_____ |

Company Name: _____

Authorized Signature: _____

Email Address: _____

**City of Myrtle Beach
INSURANCE REQUIREMENTS**

PUBLIC LIABILITY AND PROPERTY DAMAGE

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

AUTOMOBILE LIABILITY

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

WORKERS' COMPENSATION INSURANCE

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

EXCESS LIABILITY POLICY

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

POLICY ENDORSEMENTS

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

A. General Liability and Automobile Liability

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

B. Workers' Compensation

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

INSURANCE REQUIREMENTS continued

NOTIFICATION OF INSURANCE COMPANIES

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

CERTIFICATES OF INSURANCE

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

INSURER LICENSING AND RATING

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

INSURANCE COVERAGE ADJUSTMENTS

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

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

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

HOLD HARMLESS

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

INSURANCE REQUIREMENTS continued

SAMPLE

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

ADDITIONAL TERMS AND CONDITIONS

1. Include with your 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) _____

2. List any exceptions to specifications:

PROPOSAL AND SIGNATURE DOCUMENT

Proposal Number: 24-R0021

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

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

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

Offeror – Company Name

Mailing Address

Remittance Address (if different from mailing address)

Telephone Number

Fax Number

E-mail

Authorized Signature

Date

Addenda Numbers Received: _____

Printed Name: _____

City Business License Number: _____

South Carolina Sales Tax Registration Number: _____

If no SC Sales Tax Number, please give reason: _____

Federal Tax ID Number (FEIN): _____



First in Service

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

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

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

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

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

Physical Address: _____

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

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

Year: _____ County: _____
(Name of County)

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

| Bid Amount | Within City Limits | Within Horry County | Within NESAs Area |
|--------------------------------|---|---|---|
| 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.