City of Myrtle Beach Invitation for Bid

# IFB 17-B0075 Housing Rehab 1079 Acline Avenue

Issue Date: June 7, 2017



First in Service

**Issued By:** 

Purchasing Division 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577 Phone: 843-918-2170 www.cityofmyrtlebeach.com

17-B0075



### INVITATION FOR BID

IFB # 17-B0075 Housing Rehab 1079 Acline Avenue					
Buyer Contact: Ruth Burleson					
Buyer Contact:					
	843-918-2173				
	rburleson@cityofmyrtlebeach.com				
Mandatory Pre-Bid Conference:	9:00 AM June 22, 2017				
Attendance is required for bid consideration.	1079 Acline Avenue				
<b>Opening Date &amp; Time:</b>	2:00 PM July 6, 2017				
Bid Opening Location:	Procurement Office				
	3231 Mr. Joe White Avenue				
	Myrtle Beach, SC 29577				

Please note the following required condition (if indicated by an **X** below):

\_\_\_X\_\_ Bid for a service \$20,000.00 or greater must be accompanied by a bidder's bond in the amount of five percent (5%) of the total dollar amount of the bid submitted, payable to the City of Myrtle Beach.

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

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

If the above criteria are not met, your bid shall be rejected. Bids will be opened and read publicly at the time and date specified above.

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

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

### **Bidder to complete this section:**

Name of Bidder:		 	
Address:		 	
Phone Number:		 	
E-mail:		 	
Please note: Signature	e is required on page 15.		

### CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS MUST BE SIGNED AS PART OF <u>INVITATION FOR BID</u> PACKAGE

### 1.0 SUMMARY

#### 1.01 DOCUMENT INCLUDES:

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2.01 Equal Weight and For
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- 2.02 Written Explanations
- 2.03 Disputes with Written Explanations
- 2.04 Written Addenda

- 3.01 Availability of Documents
- 3.02 Non-Responsive Bids
- 3.03 Document Completion
- 3.04 Contents of Bid Packet
- 3.05 Single Package Requirement
- 3.06 Bid Submission
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- 3.08 Document Ownership

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- 4.02 Pre-Bid Meetings
- 4.03 Evidence of Examination

#### 5.0 Pricing

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5.02	Cash Discounts
5.02	

# 5.03 Changes in Cost

### 6.0 Tax Information

6.01 Sales Tax/Federal Ta
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6.02 Payment of Taxes

### 7.0 Material Assessment

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- 7.02 MSDS
- 7.03 Evidence of Work/Product
- 7.04 Sample Submission
- 7.05 Sample Ownership
- 7.06 Furnished Items
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- 8.0 Changes in Specifications
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  - 8.02 Equipment
  - 8.03 Deviation from Specifications
  - 8.04 Material Preference
  - 8.05 Changes after Award
  - 8.06 Equivalent Items

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- 20.0 ADA Compliance 20.01 Contact Information
- 21.0 Signatures
  - 21.01Accuracy and Completeness21.02Compliance

### 1.02 DEFINITIONS:

- A. City of Myrtle Beach herein referred to as "City."
- B. IFB Invitation for Bid
- C. Bidder any vendor, proprietor, business, company, service provider, or corporation who submits a bid to the City.
- D. Bid the collection of documents that includes these general instructions, the scope of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.
- E. Addendum a written change, addition, alteration, correction, or revision to a bid document.
- F. Bond provides financial assurance that the bid has been submitted in good faith, that a bidder will enter into a contract at the amount bid, and will provide the appropriate performance and payment bonds.
- G. Bid Bond an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw from the bid.
- H. Performance Bond guarantees execution of the terms of a contract.
- I. Payment Bond covers payment of subcontractors, laborers, and materials suppliers associated with the project.

# 2.0 AUTHORITY:

- **2.01** Equal Weight and Force. The instructions herein contained are given for the purpose of guidance in properly preparing an applicable bid. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the bid, these general instructions will apply.
- **2.02** <u>Written Explanations.</u> Only written information from the procurement manager or an authorized representative of the purchasing division is binding; therefore no verbal instructions or verbal information from any other source will be binding on the City. The City will not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the purchasing division shall be final and binding upon each Bidder.
- **2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Bidder to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the bid in the time and manner set forth herein is a waiver of right to do so upon opening of the bids. Clarifications requested by Bidders must be in writing not less than three (3) City of Myrtle Beach business days before date and time set for receipt of bids.
- 2.04 <u>Written Addenda.</u> Should the procurement manager deem it necessary to alter bid specifications, those alterations will be made in the form of written addenda that will be posted on the City website. The Bidder is responsible for monitoring the website. These addenda shall then be considered as part of these specifications.

# **3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:**

- 3.01 <u>Availability of Documents.</u> Bid documents shall be obtained through the City of Myrtle Beach website (<u>www.cityofmyrtlebeach.com</u>), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Bid documents may be mailed or sent via e-mail by vendor request only.
- **3.02** <u>Non-Responsive Bids.</u> Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures without initials, alterations or irregularities of any kind, shall be declared non-responsive.
- **3.03 Document Completion.** Bid and signature document are provided as part of the solicitation. This form must be used in submitting a bid and all pages of the bid document must be completely filled out and signed by the Bidder. No bids will be accepted unless submitted on the forms furnished herein. Erasures or corrections made on the bid documents prior to submission must be initialed by the Bidder.

- **3.04** <u>Contents of Bid Packet.</u> The general instructions, scope of work and/or specifications, and the bid and signature document constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. All bid packet documents, after completion by the Bidder, must be returned with the bid in the same order as received by the Bidder.
- **3.05** <u>Single Package Requirement.</u> Unless otherwise stated in the special instructions section of this bid request, submit one complete bid package using the attached form(s), if applicable, for bid pricing.
- **3.06** <u>**Bid Submission.**</u> Each bid must be enclosed in a sealed envelope, clearly marked on the outside with information as stated on the cover page and delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the bid is considered non-responsive. Bids submitted after the date and time set for receipt will be returned to the Bidder unopened and shall be considered non-responsive.
- **3.07** <u>**Bid Delivery/Opening.**</u> All bids must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Bids will be opened and read publicly at the time so specified on the front cover sheet.
- **3.08 Document Ownership.** All documents, reports, bids, submittals, working papers or other material submitted to the City from the Bidder shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Bidder. The Bidder shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

# 4.0 FULL EXAMINATION:

- **4.01** <u>**Thorough Investigation.**</u> Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation.
- **4.02 <u>Pre-Bid Meetings.</u>** When Bidders are required to make site visits or attend pre-bid meetings, all expenses shall be paid for by the Bidder, unless previous

written arrangements are made with the City. No bidder will be admitted to a prebid meeting after the specified start time, otherwise the bid will be considered nonresponsive.

**4.03** <u>Evidence of Examination.</u> Submission of a bid will be considered as conclusive evidence of the Bidder's complete examination, understanding, and acceptance of the specifications.

# 5.0 **PRICING:**

- **5.01** <u>Unit Pricing.</u> Unit pricing will govern over extended prices unless otherwise stated in special instructions in this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all Bidders. Also, maximum or ceiling prices should be quoted where possible when bid contain non-firm prices.
- **5.02** <u>**Cash Discounts.**</u> Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.
- **5.03** <u>Changes in Cost.</u> If during the term of the contract entered into as a result of this bid, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

### 6.0 TAX INFORMATION:

- 6.01 <u>Sales Tax/Federal Tax.</u> The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates if required. All applicable taxes should be shown as separate line items unless otherwise indicated.
- **6.02 Payment of Taxes.** The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

# 7.0 MATERIAL ASSESSMENT:

- **7.01 Product Documentation.** Bid shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
- 7.02 <u>Materials Data Safety Sheet (MSDS).</u> If so requested in the bid documents, a completed MSDS for the item(s) indicated must be provided with the bid documents. Failure to submit this form upon request shall result in rejection of bid.
- **7.03** Evidence of Work/Product. All Bidders must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with bid.
- **7.04 Sample Submission.** When samples are required with a bid, they must be submitted with the bid unless approved by the purchasing manager or purchasing manager's authorized representative, or the bid shall be considered non-responsive.
- **7.05** <u>Sample Ownership.</u> Samples submitted will become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Bidder unless previous written arrangements are made with the City.
- **7.06 <u>Furnished Items.</u>** Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- **7.07 <u>Quality of Items.</u>** Bidders will submit, with their bid, data necessary to evaluate and determine the quality of the item(s) they are bidding.

# 8.0 CHANGES IN SPECIFICATIONS:

- **8.01** <u>Authority of Specifications.</u> 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.
- **8.02 Equipment.** If this bid is for the purchase of equipment, the Bidder guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
- **8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or

necessary. The absence of a specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein.

- **8.04** <u>Material Preference.</u> The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a bid.
- **8.05** <u>Changes after Award.</u> Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Bidder.
- **8.06** Equivalent Items. When brand names or trade names and model numbers followed by the words "or equivalent" or "or other approved equal" are used, it is for the quality, style and features of those brands and models. Bids on equivalent items of substantially the same quality, style and features are then invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the units and provide for competitive evaluation with the brands or models.

# 9.0 MODIFICATIONS:

- **9.01** <u>Additional Work.</u> No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.
- **9.02** <u>Adjustments to Items/Work.</u> The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

### **10.0 BOND REQUIREMENTS:**

**10.01** <u>**Bid/Performance/Payment Bonds.</u>** If required, Bidder shall supply a bid bond of 5% of the total bid amount. The successful Bidder at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach) 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 \$20,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the</u>

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. Only the forms provided by the City for the performance and payment bonds will be accepted.

### **11.0 DELIVERY:**

- **11.01** <u>Warehouse Deliveries.</u> Unless otherwise stated in the special instructions section of this bid 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 bid shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the Bidder shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The Bidder certifies that the delivery will be completed in the time the Bidder states, starting at the time the order is placed, provided that the time between the bid opening and the placing of the order does not exceed the number of days stipulated in the bid. The right is reserved to reject any bid on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Bidder will be responsible for making any and all claims against carriers for missing or damaged items.
- **11.03** <u>**Delivery Price.**</u> Bid prices are to be Delivered Price (FOB Destination). Bid prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach will 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** <u>Wrong Deliveries.</u> In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the purchasing division, the contractor, upon notification, shall immediately remove from the premises any such materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

### **12.0 AWARD CRITERIA/TIMELINE:**

- **12.01** <u>Award Criteria.</u> The award will be made within the time specified to the responsible Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria will 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** <u>Contract Issuance.</u> The award of a contract is accomplished by executing a written agreement that incorporates the entire bid, Bidder's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Bidder agrees to accept the contract terms unless substantive changes are made without the approval of the Bidder. The procurement office is the sole point of contact for the issuance of the contract.
- **12.03** <u>Contract Timeline.</u> In the event the successful Bidder fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the bid, the bid shall be revoked, and all obligations of the City in connection with the bid shall be canceled.
- 12.04 <u>Notification.</u> Bid tabulations will be available on-line at <u>www.cityofmyrtlebeach.com/purchasing.html</u>. Winning Bidder will be notified five (5) City business days after bid tabulations are posted.

### **13.0 BIDDER RESPONSIBILITIES:**

- **13.01** <u>Duration of Bid</u>. Bid prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the bid. The successful bid shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified bid time. Price decreases or changes in terms by others after the acceptance of a bid will not be considered.
- **13.02** <u>**Transfer of Responsibilities.**</u> 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** <u>Subcontractors.</u> The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Bidder shall bind every subcontractor

to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

- **13.04** <u>Coordination and Contact.</u> The selected Bidder will be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their bid, whether they are the manufacturer or producer of them. Further, the City of Myrtle Beach will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Bidders who have installed similar systems of comparable size will be considered. All service and equipment offered will be in current standard production and of the latest design.
- 13.05 Liquidated Damages. If the Bidder fails to deliver the supplies or perform the services within the time specified in the contract, the Bidder shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$\_\_\_\_\_\_ per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate bidder. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Bidder will not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Bidder.

# 14.0 INDEMNITY CLAUSE:

**14.01** <u>Hold Harmless.</u> The contractor agrees to indemnify and save harmless the City of Myrtle Beach, its representatives, employees and agents, from all claims, demands, actions, suits and liabilities arising from the contractor's own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the contractor. This obligation shall extend to and include, all litigation costs and reasonable attorney fees incurred by the City in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the contractor's or manufacturer's fault or negligence.

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

**15.01** <u>**Employment Regulations.**</u> Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and

Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

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

# **16.0 FINANCIAL ACCOUNTING:**

- **16.01** <u>**Representation.**</u> The selected Bidder shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Bidder in providing contracted services to the City. If the account representative is removed by the Bidder, the new representative must be acceptable to the City.
- **16.02 Payment.** Payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice after inspection by and acceptance of the material, goods and/or service by an authorized representative of the City.

### **17.0 BID REJECTION/WITHDRAWAL:**

- 17.01 <u>Reasons for Rejection</u>. The City of Myrtle Beach shall reject a bid if:
  - A. The Bidder misstates or conceals any material fact in the bid; or if,
  - B. The bid does not strictly conform to the law or requirements of the bid; or if,
  - C. The bid is conditional, except that the Bidder may qualify his/her bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- **17.02** <u>Best Interest of City of Myrtle Beach.</u> The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in statement.
- **17.03** <u>Withdrawal Timeline.</u> Bids may be withdrawn on a written request, received from Bidders prior to the bid closing date and time. Negligence on the part of the

Bidder in preparing the bid creates no right for withdrawal of the bid after the bid has been opened. No modifications, clarifications, or explanations of any bids will be allowed after the date and time of closing.

# **18.0 PROTESTS:**

- 18.01 **<u>Procedures/Timelines.</u>** Protest of Bid Specifications and/or Contract Terms:
  - A. Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the IFB, protests of the bid specifications or contract terms shall be presented to the City in writing within five (5) City of Myrtle Beach business days prior to bid closing.
    - B. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms.
    - C. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) city of Myrtle Beach business days to the procurement buyer.
    - D. No protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting such protest in paragraph A above.
    - E. Submission of a bid without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms.
    - F. A decision by the procurement buyer shall be given in writing in each of such cases at least one (1) City of Myrtle Beach business day before the time set for the opening of bids. A copy of the decision may be obtained at the procurement manager's office.
    - G. If, in the judgment of the procurement manager, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications, or other contract documents will be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.

# **18.02 <u>Procedures/Timelines.</u>** Intent to Award:

- A. The written purchase order shall constitute a final decision of the City of Myrtle Beach to award the contract if no written protest is filed with the City within five (5) City of Myrtle Beach business days of the posting of the bid tab. If a protest is timely filed, the purchase order is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.
- B. Purchasing buyer shall notify winning Bidder five (5) City days after bid tab is posted on the City website. It is the responsibility of the Bidder to check the website. Any actual Bidder who is adversely affected or aggrieved by the award of the contract to another Bidder on the same solicitation shall have five (5) City business days after the

posting of bid tab to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The city shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's request for bids.

C. Bidders must submit written protests of the intent to award to the procurement manager within five (5) business days. The written protest must include name and contact information of the protestor, solicitation title and number, the grounds upon which the protest is based, and relief expected.

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

- **19.01** <u>Reserved Rights.</u> The City of Myrtle Beach expressly reserves the following rights:
  - A. To reject any and/or all irregularities in the bids submitted
  - B. To reject any and all bids, or parts thereof, as deemed in the best interest of the City.
  - C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
  - D. To make the award to any Bidder who, in the opinion of senior management, is in the best interest of the City.
- **19.02 <u>Final Judgment.</u>** If any doubt or difference of opinion arises between the City of Myrtle Beach and the Bidder as to the interpretation of this request for bid, the decision of the City will be final and binding upon all parties.
- **19.03** <u>Clarification.</u> The City of Myrtle Beach reserves the right to obtain clarification on any point in the Bidder's bid. The failure of the Bidder to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.
- **19.04** <u>**Price Increase.**</u> 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** <u>Loss/Damage</u>. The City of Myrtle Beach will not be responsible for the loss or damage of any items during the IFB process.
- **19.06** <u>Performance Failure.</u> In the event that the Bidder fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Bidder written cure notice of such failure. The Bidder will then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the

City reserves the right to withhold all money that is due and payable to the Bidder. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Bidder exceeds the five (5) calendar days of non-performance without the approval of the purchasing manager.

**19.07** <u>Negotiation.</u> After determining the lowest responsive Bidder(s), but prior to the notice of award to any bidder, the City of Myrtle Beach may elect to open negotiations with the selected responsive and responsible Bidder(s) in an effort to improve the bid for a period of five (5) days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the bid documents. In the event that the apparent responsive and responsible low Bidder(s) should decline to negotiate, or should negotiations commence but fail, the City shall reject any or all bids.

# 20.0 ADA COMPLIANCE:

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

### **21.0 SIGNATURES:**

- **21.01** <u>Accuracy and Completeness.</u> The authorized signer of the bid shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their bid for errors and omissions; that the prices stated in their bid are correct and as intended are a complete and correct statement of prices.
- **21.02** <u>Compliance.</u> By Signature below the Bidder affirms that they have examined, understands and accepts all instructions, specifications and conditions, and will provide for appropriate insurance, deposits, and performance bonds if required, and will comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Bidders as set forth in law are met.

Signature of Bidder

Date of Signing

Print Name of Bidder

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

# **SPECIFICATIONS**

SCOPE OF WORK 1079 Acline Ave., Myrtle Beach, SC							
Homeowner: Linda Holoman - 843-997-4487							
3 Bedroom 1 Bath Home Built in 1960							
Location & Description of Work	Quantity	Material	Labor	Total			
Exterior							
Install vinyl siding - install house wrap and vinyl siding on all of the							
exterior	17 s.q.'s						
install metal fascia & vinyl soffit -"box in soffit" with wood to accept							
aluminum trim coil and vinyl soffit	155 L.F.						
NOTE: *Fascia and soffit have lead paint hazards and must be							
handled by certified technicans abiding by EPA/HUD & OSHA rules.							
install drip edge on entire perimeter of roof	155 l.f.						
Windows							
install single hung DP-50 windows per building code requirements, re-							
work interior trim as needed and wrap exterior window trim with							
aluminum trim coil.	11						
NOTE: *Exterior casings and sashes have lead paint hazards and							
must be handled by certified technicials abiding by EPA/HUD & OSHA							
rules.							
Front Deck							
Replace deck boards/steps/hand rails - use existing poles, joists and							
treated lumber	80 S.F.						
Plumbing							
Replace exterior water valve/hose bib - rear elevation	1						
	1						
General Conditions							
Trash Removal/Dumpster	1						
Porta John	1						
NOTE: See attached Lead-Based Paint Inspection/Risk Assessment							
for details.							
Tatal							
Total							
Attachment: Lead-Based Paint Inspection/Risk Assessment							

### ADDITIONAL TERMS AND CONDITIONS

- 2. Include with your bid any written warranties that apply.
- 3. <u>Insurance Requirements are attached. Work cannot begin until a valid Certificate is provided</u> <u>meeting all requirements. The Certificate of Insurance must be provided within five (5) days after</u> <u>notification of intent to award.</u>
- 4. List any exceptions to specifications:

5. Proof of a current City Business License will be required prior to commencement of work. For information contact the Business License Office at (843) 918-1200.

#### **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.

SAMPLE

#### INSURANCE REQUIREMENTS continued

CERTIF	ICATE OF INSURANCE				CERTIFICATE NUMBI	ER
PRODU		TH	IS CERTIFICATE IS ISSUED	AS A MATTER OF INFORM	ATION ONLY AND CONFE	RS NO RIGHTS
				DER OTHER THAN THOSE H		
e			END, EXTEND OR ALTER TH			
	n, USA 99999		LICIES DESCRIBED HEREIN		IE COVERAGE AITORDED	DI IIIL
Allytowi	I, USA /////	10		NIES AFFORDING COVERA	AGE	
INSURE	D	CO		RANCE COMPANY	IOL	
	Firm's Name		MPANY B			
1000 An			MPANY C			
	n, USA 99999		MPANY D			
	AGES-THIS CERTIFICATE SUPER			ISSUED CERTIFICATE FOR	THE POLICY NOTED BELO	W
condition	o certify that policies of insurance d a of any contract or other document o all the terms, conditions and exclu	with respect to	which the certificate may be is	sued or may pertain, the insuran	ce afforded by the policies de	
CO	TYPE OF INSURANCE	POLICY	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
LTR	<i>a 11 1 1</i>	NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)		
A	General Liability	VV71024	00/00/00	00/00/00	General Aggregate	\$ 1,000,000 \$ 1,000,000
	X Commercial General	XYZ1234	00/00/00	00/00/00	Products-Comp/Op Agg	
	Liability				Personal & Adv Injury	\$ 1,000,000
	- Claims Made <u>X</u> Occur				Each Occurrence	\$ 1,000,000
	_ Owners & Contractor's				Fire Damage (any 1 fire)	\$ 50,000
	Prot					
A	Automobile Liability				Combined Single Limit	\$ 1,000,000
	$\underline{X}$ Any Auto	XYZ1234	00/00/00	00/00/00	Bodily Injury	\$ 1,000,000
	_ All Owned Autos	X121234	00/00/00	00/00/00	(Per person)	Ψ
	_ Scheduled Autos				Bodily Injury	\$
	X Hired Autos				(Per accident)	Ψ
	X Non-Owned Autos				Property Damage	\$
					Floperty Damage	φ
	Garage Liability		00/00/00	00/00/00	Auto Only-Ea Accident	\$
	_ Any Auto				Other than auto only:	
					Each Accident	\$
					Aggregate	\$
	Excess Liability		00/00/00	00/00/00	Each Occurrence	\$
	_ Umbrella Form				Aggregate	\$
	_ Other than Umbrella Form					
А	Workers Compensation	XYZ1234	00/00/00	00/00/00	X WC Statutory Limits	
	(and Employer's Liability)				_ Other	
	The Proprietor/Partners				EL Each Accident	\$ 500,000
	Executive Officers Are:				EL Disease-Policy Ltd	\$ 500,000
	$\underline{X}$ Inc _ Excl				EL Disease-Ea Employee	\$ 500,000
	Other					
	tion of Operations/Locations/Vehi Ayrtle Beach is named as additional			ile Liability	•	
СЕРТИ	FICATE HOLDER		CANCELLATION			
	Ayrtle Beach			described herein be cancelled be	fore the expiration date thereo	f the insurer
	rchasing Division			leavor to mail <u>30</u> days written no		
Drawer 2	6			shall impose no obligation or lia		
	Beach, SC 29578-2468			esentatives, or the issuer of this		arei artorunig
•				,		
			INSURANCE AGENT SIC	INATURE		

### **BID BOND**

#### Bid # 17-B0075

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_\_\_as Principal, and \_\_\_\_\_\_as SURETY are hereby held and firmly bound unto \_\_\_\_\_\_as OWNER, in the penal sum of \_\_\_\_\_\_\_for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted to the City of Myrtle Beach a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the \_\_\_\_\_\_.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these to be signed by their proper officers, the day and year first set forth above.

(L.S.)	
Principal	Surety
	Ву

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

#### PERFORMANCE BOND

#### KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)	
(Address of Contractor)	
a	hereinafter called Principal, and
(Corporation, Partnership, or Individual)	
(Name of Surety)	
(Address of Surety)	
hereinafter called SURETY, are held and firmly bound unt	0
(Name of Owner)	
(Address of Owner)	
hereinafter called OWNER, in the penal sum of	
Dollars, (\$	) in lawful money of
the United States, for the payment of which sum well and t assigns, jointly and severally, firmly by these presents.	ruly to be made, we bind ourselves.
THE CONDITION OF THIS OBLIGATION is such that we the OWNER, dated the day of	whereas, the Principal entered into a

a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

#### PERFORMANCE BOND continued

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:	Principal	
Principal Secretary	_	
[SEAL]		
(Witness as to Principal)	By	(s)
(Address)	(Address)	
ATTEST:	Surety	
(Surety) Secretary	_	
[SEAL]		
Witness as to Surety	By Attorney-in-Fact	
(Address)	(Address)	_

**NOTE:** Date of Bond must be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)	
(Address of Contractor)	
a	hereinafter called Principal, and
(Corporation, Partnership or Individual)	
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
hereinafter called OWNER, in the penal sum of) in lawful money of the United States, for	Dollars, (\$ or payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly a	
THE CONDITION OF THIS OBLIGATION is such that wherea with the OWNER, dated the day of	
a copy of which is hereto attached and made a part hereo	f for the construction of:
NOW, THEREFORE if the Principal shall promptly make pay	yment to all persons, firms,

SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

# PAYMENT BOND continued

	nent is executed in four (4) counterpart day of	
ATTEST:	Principal	
(Principal) Secretary		
[SEAL]	Ву	(S)
	(Address)	
Witness as to Principal		
(Address)		
ATTEST:	Surety	
Surety Secretary		
[SEAL]		
Witness as to Surety	By Attorney-in-Fact	
(Address)	(Address)	

**NOTE:** Date of BOND must be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



#### **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 <u>City of Myrtle</u> <u>Beach Business License</u> a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

-	of MB Business License Number: <u>IT</u> Horry County License Number	Date issued:
	lete all areas below. Incomplete forms may be re	iected.
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 M	yrtle Beach / Horry County / NESA area:
	Year:	County: (Name of County)
ackr atte	er penalty of perjury, the undersigned states tha owledges that any person, firm, corporation or e	**************************************
Auth	norized Signature:	Date:
Prin	ted Name & Title:	Phone:

#### LOCAL VENDOR PREFERENCE continued

Bid Amount	Within City Limits	Within Horry County	Within NESA Area
Up to \$5000.00	5% of Bid	4% of Bid	3% of Bid
\$5001.00 to \$10,000.00	\$250.00 plus 4% of amount between \$5001.00 and \$10,000.00	\$200.00 plus 3% of amount between \$5001.00 and \$10,000.00	\$150.00 plus 2% of amount between \$5001.00 and \$10,000.00
\$10,001.00 and up	\$450.00 plus 3% of amount above \$10,000.00 with the maxium being \$2000.00, including the \$450.00	\$400.00 plus 2% of amount above \$10,000.00 with the maxium being \$1800.00, including the \$400.00	\$300.00 plus 1% of amount above \$10,000.00 with the maxium being \$1600.00, 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 a copy of their Local Vendor Preference Certificate with their bid.

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

#### BID AND SIGNATURE DOCUMENT Bid Number: 17-B0075

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

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

We understand that any false statements made to meet any requirements may result in contract cancellation or initiation of action under Federal or State laws or both.

Bidder-Company Name	Addenda Numbers Received	_
City Business License Number	Day Telephone Number	_
South Carolina Sales Tax Registration No.:		
If SC Sales Tax No. not supplied, please state reason	:	
Federal Tax ID No. (FEIN) (Required):		<u> or</u>
If Tax ID No. (TIN) is Social Security No. enter here	:	
Authorized Signature	Fax Telephone Number	_
Printed Name	Email	_
Mailing Address		
City, State, Zip	Date	_
Remittance Address (If different from mailing addr	ess)	
City, State, Zip	Total Bid \$	