

City of Myrtle Beach Request for Proposal

RFP 22-R0007 Court Resurfacing at Midway Park

Issue Date: August 5, 2021



First in Service

Issued By:

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



REQUEST FOR PROPOSAL	
RFP # 22-R0007 Court Resurfacing at Midway Park	
Buyer Contact:	Ann Sowers 843-918-2172 asowers@cityofmyrtlebeach.com
Mandatory Pre-Proposal Conference: On-time attendance/sign-in is required for proposal consideration.	Tuesday, August 17, 2021 at 10:00AM (local time) Midway Park, 1910 South Kings Highway Myrtle Beach, SC 29577
Opening Date & Time:	Thursday, September 2, 2021 at 2:00PM (local time)
Proposal Delivery Location:	City of Myrtle Beach Purchasing 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 Purchasing 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 Purchasing 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 purchasing 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 purchasing 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 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. 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 Purchasing 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 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.

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.

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 purchasing manager or purchasing 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 purchasing 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 purchasing 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 purchasing buyer and their requestor(s). The purchasing 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 purchasing 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 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 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 sixty (60) 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 Purchasing 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 \$_____ 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 indemnify and save harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, from all claims, loss, damage, injury, fines, penalties, 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, 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 Purchasing 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 Purchasing Agent or designee, shall first inform the Purchasing 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 Purchasing 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 Purchasing 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 Purchasing Agent or designee, the written protest and administrative fee must be received by the Purchasing 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 Purchasing 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 Purchasing 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 Purchasing Agent or the designee shall direct the contractor not to engage in any further performance of the contract or agreement, unless the Purchasing 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 Purchasing 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 Purchasing 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 Purchasing 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 Purchasing 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 Purchasing 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 purchasing 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 and conditions, and 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

It is the intent of this Request for Proposal (RFP) is to prepare and resurface two (2) tennis court pods (3 courts per pod) and 1-1/2 basketball courts at Midway Park, located at 1910 South Kings Highway, Myrtle Beach, SC 29577. One tennis court pod will be restored to USTA standards. The other tennis court pod will be converted into ten (10) official pickle ball courts. Basketball courts will remain as basketball courts. The specifications call for repairs only; no re-digging of any court surface is included. The successful Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work.

SITE VISITS

It shall be the responsibility of Offerors to make all examinations and investigations necessary to thoroughly inform themselves regarding the work to be performed as required by the conditions set forth in this RFP and to obtain any/all information needed to satisfactorily perform the required work.

A mandatory pre-proposal meeting to review all specifications will be held at the date, time, and location indicated on the first page of this RFP. On-time attendance and sign-in is required for proposal consideration. Late attendees will not be admitted. No remote attendance options are available. Failure to attend required site visits will be cause for proposal rejection.

No plea of ignorance by an 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 examinations and investigations or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the City or for compensation to the successful Offeror.

PROJECT DESCRIPTION

The successful Offeror will be responsible for each phase of the project, including:

- Surface Preparation
- Court Surfacing

SCOPE OF WORK

The specifications included herein shall establish the minimum acceptable standards:

1. Offeror will clean, scrape, and power wash courts as needed.
2. All cracks will be cleaned and filled with an acrylic fortified crack filler. Hand application is preferred, but other application methods will be considered provided the Offeror has documentable experience with other methods of application. Rite Way Crack Repair System is preferred, but approved equals will be considered. (Specification sheets for equal products must be submitted with proposal.) All repaired areas will be ground smooth to blend with the rest of the surface.

3. Sand filled (80 mesh) acrylic resurfacer will be applied over entire court area in two layers with sufficient dry time between each layer.
4. Sand filled (80 mesh) color coatings will be applied over entire court area in two layers with sufficient dry time between each layer. Colors will be blue and green as per USTA standards.
5. One pod of tennis courts will be lined off to USTA standards with two white coats, textured to match the new surface, with sufficient dry time between each coat. Two layers of clear coat will be applied to help prevent fuzzy lines, with sufficient dry time between each layer.
6. The other pod of tennis courts will be lined to form ten (10) pickle ball courts with two white coats, textured to match the new surface, with sufficient dry time between each coat. Two layers of clear coat will be applied to prevent fuzzy lines, with sufficient dry time between each layer. (See Exhibit 2 for pickle ball court measurements.)
7. Basketball courts will consist of one full court and one half-court. The full court will be lined as a full-size basketball court with two white coats, textured to match the new surface, with sufficient dry time between each coat. Two layers of clear coat will be applied to help prevent fuzzy lines, with sufficient dry time between each layer. The half-court will be lined as a half-copy of a full-size court with two white coats, textured to match the new surface, with sufficient dry time between each coat. Two layers of clear coat will be applied to help prevent fuzzy lines, with sufficient dry time between each layer. Three-point lines are included in both the full court and half court.
8. Water and electric hook-up will be made available to the Offeror for the performance of work as described in this scope of work. Offeror will not be permitted to use City resources (water, electric) for any other purpose.
9. Working will hours will be from 7:00AM until dark, seven (7) days per week. Project manager must be kept apprised of daily work schedules.

Tools, Equipment, and Materials

All tools and equipment used while performing the required work shall be appropriate for the task being performed, shall be in proper working order and, when applicable, properly calibrated. City facilities shall not be used to clean Offeror tools/equipment.

All materials incorporated in the permanent work shall be new, and both materials and workmanship shall be the best of quality.

Workmanship

All work shall be completed in a professional manner according to industry standards. The Offeror shall guarantee all work performed on paint resurfacing against any defects in workmanship and shall satisfactorily correct, at no cost to the City, any such defect that becomes apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

Job Site Safety

The Offeror shall be totally responsible for the safety of the job site and all associated hazards/liabilities of the work to be conducted. Sound safety practices, including preventative personal and environmental safety measures, must be adhered to at all times.

The Offeror shall take proper measures to protect adjacent or adjoining property that might be injured and/or damaged by any process of the work to be done. In case of injury or damage due to negligence on the part of the Offeror, the Offeror shall, at the Offeror's expense and to the satisfaction of the City, restore the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done.

Offeror shall provide any and all barricades for the work or portion of the work within which operations are being conducted. All operations and stockpiles of material and/or stored equipment shall be adequately barricaded. The City of Myrtle Beach will not be responsible for stolen or damaged stockpiles.

Job Site Clean-Up

The Offeror shall remove from the job site daily all trash and debris associated with the work being performed and shall properly dispose of all waste. Upon completion of all work, the Offeror shall remove from the job site any remaining trash/debris and all materials, supplies, tools, and equipment associated with the work performed and the entire work area shall be cleaned to a normal or "first class" condition as judged by the City.

Warranty

The Offeror shall provide to the City any written manufacturer warranty documents related to crack repair products upon completion of the installation.

Attire

All Offeror employees shall wear company uniforms or other appropriate attire while performing the work required under this contract. Shirts and shoes must be worn at all times while performing work for the City.

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

The Offeror must possess (or obtain and keep) all valid and current applicable licenses, registrations, certifications and permits required to perform the work required under this contract at all times during the term of the contract. The Offeror is responsible for applying for a construction permit and submitting plans, but the permit fee for this City-sponsored project will be waived. The Offeror shall bear the cost of securing a City business license and all other required licenses, registrations, certifications, and permits, and for the payment of all applicable fees and/or taxes. No license, registration, certification, or permit shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

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

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

Statutes, Regulations, Standards, Codes, and Ordinances

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

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

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

INVOICING AND PAYMENT

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

City of Myrtle Beach
Finance Department/Accounts Payable
PO Box 2468
Myrtle Beach, SC 29578-2468

PROPOSAL REQUIREMENTS

Proposal shall be organized in the following manner:

- Company Overview, including any licenses/credentials/training of key employees (2 pages)
- Past Performance, including references familiar with past work experience (1 page)
- Statement of Work to address all phases of project with specific details as to the processes and materials to be used (2 pages)
- Pricing breakdown, include all taxes and costs, 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 (1 page)

Specification sheets for “approved equal” products are to be submitted in addition to the requirements as listed above.

AWARD CRITERIA

All responsive proposals will be reviewed by an evaluation team. The City of Myrtle Beach will award to the responsible Offeror whose offer will be most advantageous to the City; price and other factors will be considered. The following items in each proposal shall be used to evaluate offers:

- Company Overview – 10%
- Past Performance – 10%
- Technical Approach – 40%
- Price – 40%

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 solicitation. The City reserves the right to select a proposal that exceeds the minimum, but is not required to do so. Proposals may exceed the requirements, but the City is not requesting or accepting alternate proposals. Each proposal must respond to the solicitation requirements. Award will be made to the Offeror with the highest rated point total whose proposal meets all requirements of this solicitation. 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>Company Overview</u> • Licenses/credentials/training of key employees	10 points	
<u>Past Performance</u> • References familiar with past work experience	10 points	
<u>Technical Approach</u> • Surface Preparation (20 points) • Court Surfacing (20 points)	40 points	
<u>Price</u> • List specific breakdown of costs	40 points	
Totals	100 points	

Comments:

Exhibit 2 – Pickle Ball Court Measurements



BID BOND
Proposal #22-R0007

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

By _____

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 unto _____

(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 truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, 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.

PERFORMANCE BOND continued

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.

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)

Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

PERFORMANCE BOND continued

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 _____ Dollars, (\$
_____) in lawful money of the United States, for payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20 ____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE if the Principal shall promptly make payment 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

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]

By _____ (S)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

Surety Secretary

[SEAL]

By _____
Attorney-in-Fact

Witness as to Surety

(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
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 (and Employer's Liability)</i> 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: Purchasing 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: 22-R0007

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

<u>Bid Amount</u>	<u>Within City Limits</u>	<u>Within Horry County</u>	<u>Within NESAs Area</u>
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.