

**City of Myrtle Beach  
Invitation for Bid**

**IFB 19-B0083  
Fountain Maintenance**

**Issue Date: January 29, 2019**



*First in Service*

**Issued By:**

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

**[www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)**



| INVITATION FOR BID  |   |
|---|---|
| IFB # 19-B0083 Fountain Maintenance   |   |
| Buyer Contact:  | Ruth Burleson<br>843-918-2173<br>rburleson@cityofmyrtlebeach.com                              |
| <b>Mandatory Pre-Bid Conference:</b><br>On-time attendance/sign-in is required for bid consideration. | <b>2:00 February 5, 2019</b><br><b>Procurement Office</b><br><b>3231 Mr. Joe White Avenue</b> |
| <b>Opening Date &amp; Time:</b>   | <b>2:00 February 13, 2019</b>   |
| Bid Opening Location:   | City of Myrtle Beach Purchasing Office<br>3231 Mr. Joe White Avenue<br>Myrtle Beach, SC 29577 |

**Please Note:** Bids for a service \$25,000.00 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 is required on page 21.

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS  
MUST BE SIGNED AS PART OF INVITATION FOR BID PACKAGE**

**1.0 SUMMARY**

1.01 DOCUMENT INCLUDES:

- 2.0 Authority
  - 2.01 Equal Weight and Force
  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
  - 2.04 Written Addenda
  
- 3.0 Requirements for Written Bid Documents
  - 3.01 Availability of Documents
  - 3.02 Responsive Bids
  - 3.03 Non-Responsive Bids
  - 3.04 Document Completion
  - 3.05 Contents of Bid Packet
  - 3.06 Single Package Requirement
  - 3.07 Bid Submission
  - 3.08 Bid Delivery/Opening
  - 3.09 Document Ownership
  
- 4.0 Full Examination
  - 4.01 Thorough Investigation
  - 4.02 Pre-Bid Meetings
  - 4.03 Evidence of Examination
  
- 5.0 Pricing
  - 5.01 Unit Pricing
  - 5.02 Cash Discounts
  - 5.03 Changes in Cost
  - 5.04 Price Evaluation
  
- 6.0 Tax Information
  - 6.01 Sales Tax/Federal Tax
  - 6.02 Payment of Taxes

- 7.0 Material Assessment
  - 7.01 Product Documentation
  - 7.02 SDS
  - 7.03 Evidence of Work/Product
  - 7.04 Sample Submission
  - 7.05 Sample Ownership
  - 7.06 Furnished Items
  - 7.07 Quality of Items
  
- 8.0 Changes in Specifications
  - 8.01 Authority of Specifications
  - 8.02 Equipment
  - 8.03 Deviation from Specifications
  - 8.04 Material Preference
  - 8.05 Changes after Award
  - 8.06 Equivalent Items
  
- 9.0 Modifications
  - 9.01 Additional Work
  - 9.02 Adjustments to Items/Work
  
- 10.0 Bond Requirements
  - 10.01 Bid Bonds
  - 10.02 Performance/Payment Bonds
  
- 11.0 Delivery
  - 11.01 Warehouse Deliveries
  - 11.02 Dates
  - 11.03 Delivery Price
  - 11.04 Documentation
  - 11.05 Wrong Deliveries
  
- 12.0 Award Criteria/Timeline
  - 12.01 Award Criteria
  - 12.02 Contract Issuance
  - 12.03 Commencement of Work
  - 12.04 Contract Timeline
  - 12.05 Notification
  - 12.06 City Business License

- 13.0 Bidder Responsibilities
  - 13.01 Duration of Bid
  - 13.02 Transfer of Responsibilities
  - 13.03 Drug-Free Workplace
  - 13.04 Subcontractors
  - 13.05 Coordination and Contact
  - 13.06 Liquidated Damages
  - 13.07 Force Majure
  
- 14.0 Indemnity Clause
  - 14.01 Hold Harmless
  - 14.02 Failure to Enforce
  
- 15.0 Federal and State Laws
  - 15.01 Employment Regulations
  - 15.02 Employment Discrimination
  - 15.03 Compliance with Laws
  
- 16.0 Financial Accounting
  - 16.01 Representation
  - 16.02 Payment
  
- 17.0 Bid Rejection/Withdrawal
  - 17.01 Reasons for Rejection
  - 17.02 Best Interest of the City
  - 17.03 Determination of Responsibility
  - 17.04 Disqualification
  - 17.05 Withdrawal Timeline
  
- 18.0 Disputes and Protests
  - 18.01 Informal Dispute Resolution
  - 18.02 Formal Dispute Resolution
  - 18.03 Procedures/Timelines
  - 18.04 Stay of the Procurement
  - 18.05 Confidentiality of Information
  - 18.06 Post-Filing Formal Protest Process
  - 18.07 Formal Protest Decision Timeline and Notification
  - 18.08 Appeals

- 19.0 City Reserved Rights
  - 19.01 Reserved Right
  - 19.02 Final Judgment
  - 19.03 Clarification
  - 19.04 Price Increase
  - 19.05 Loss/Damage
  - 19.06 Performance Failure
  - 19.07 Termination for Convenience
  - 19.08 Termination for Default
  - 19.09 Correction of Minor Informalities
  
- 20.0 ADA Compliance
  - 20.01 Contact Information
  
- 21.0 Signatures
  - 21.01 Accuracy and Completeness
  - 21.02 Non-Collusion
  - 21.03 Compliance

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, must be submitted with bid 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 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 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 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) days before date and time set for receipt of bids.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter bid 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 Bidder 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 bid specifications shall be made orally.

## 3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Bid documents may be obtained through the City of Myrtle Beach website ([www.cityofmyrtlebeach.com](http://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. Bid documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Bids.** The City of Myrtle Beach will review bids on a pass/fail basis to determine whether the bid is “responsive” to this IFB. A responsive bid 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 bid is responsive.

- 3.03 Non-Responsive Bids.** Bids 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 bid and signature document is 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 in blue ink and signed by the Bidder. No bid shall be accepted unless submitted on the forms furnished herein. The format of the bid documents shall not be altered in any way. Written errors made on the bid documents prior to submission must be corrected by marking through the entry in blue ink and making the correct entry adjacent to the written error and initialed by the Bidder in blue ink.
- 3.05 Contents of Bid Packet.** 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. Alternative bids shall not be considered. All bid packet documents, after completion by the Bidder, must be returned with the bid in the same order as received by the Bidder.
- 3.06 Single Package Requirement.** 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.
- 3.07 Bid Submission.** Each bid must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and bid 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 bid is considered nonresponsive. It is the Bidder's responsibility to ensure that the bid is delivered by the official opening date and time. Bids 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 Bidder. Late bids shall not be opened and will be returned to the Bidder unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Bid Delivery/Opening.** 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 received prior to the advertised hour of opening shall be securely kept sealed. Bids shall be opened and read publicly at the time so specified on the front cover sheet.



**3.09 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 Thorough Investigation.** 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, shall in no way relieve the Bidder from any obligation in respect to the bid.

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

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

#### **5.0 PRICING:**

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

**5.02 Cash Discounts.** 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 Changes in Cost.** 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.

**5.04 Price Evaluation.** The City of Myrtle Beach shall evaluate the Bidder'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 bids submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the bid 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 bid response. 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 bid 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 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 Safety Data Sheet (SDS).** If so requested in the bid documents, a completed SDS for the item(s) indicated must be provided with the bid documents. Failure to submit this form upon request may 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.
- 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 Bidder unless previous written arrangements are made with the City.
- 7.06 Furnished Items.** Bidders 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.** Bidders shall submit, with their bid, data necessary to evaluate and determine the quality of the item(s) they are bidding. Unless otherwise specified, the Bidder shall unconditionally guarantee the items and workmanship being bid. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Bidder, upon notification and at the expense of the Bidder, shall replace the items to the complete satisfaction of the City. Upon the Bidder's failure to replace items, the City may return the rejected items to the Bidder at the Bidder'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 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 shall hold the Bidder 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 bid.

**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 Bidder.

**8.06 Equivalent Items.** For items identified in this bid as “brand name or equal,” the Bidder’s offer 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 bid
- 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 Bidder plans to make in a product so that it conforms to the bid 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 Bidder, or identified in the bid. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. A Bidder’s product shall 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 bid.

## **9.0 MODIFICATIONS:**

**9.01 Additional Work.** The bid 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.

## **10.0 BOND REQUIREMENTS:**

**10.01 Bid Bonds.** If required, Bidder shall supply a bid bond of 5% of the total bid amount to be submitted with the bid 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 Bidder 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 bid request, deliveries shall 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 shall 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 shall 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(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

**11.03 Delivery Price.** 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 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 shall 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 may also 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 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. Bidder 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 Bidder 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 \_\_\_\_\_. 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 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 may be revoked, and all obligations of the City in connection with the bid may be canceled.

**12.05 Notification.** Bid tabulations shall be available on-line at [www.cityofmyrtlebeach.com/purchasing.html](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Bidder shall be notified five (5) City business days after bid tabulations are posted.

**12.06 City Business License.** The successful Bidder 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 bid; however, any bidder that receives an award under this bid 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 BIDDER RESPONSIBILITIES:**

**13.01 Duration of Bid.** 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 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, Bidders are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a bid, Bidder certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Bidder 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 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.

**13.05 Coordination and Contact.** The selected Bidder shall 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. Bidder 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 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 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 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 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 Bidder.

**13.07 Force Majure.** The Bidder shall not be held responsible for failure to perform the responsibilities imposed by this bid due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Bidder, unless otherwise specified in the bid.

#### **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, provided it is ultimately determined that such claims result from the contractor's or manufacturer's fault or negligence.

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

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

**15.01 Employment Regulations.** 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; 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 Employment Discrimination.** During the performance of this bid, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, orientation, age, disability, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this bid. Furthermore, the Bidder agrees that this non-discriminatory agreement shall be incorporated by the Bidder in all contracts 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.

**15.03 Compliance with Laws.** The Bidder shall, in the performance of work under this bid, 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 Representation.** The selected Bidder shall assign a competent account representative acceptable to the City of Myrtle Beach who shall represent the Bidder in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the bid. 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 bid. If the account representative is removed by the Bidder, the new representative must be acceptable to the City.

**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.

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

**17.01 Reasons for Rejection.** The City of Myrtle Beach may 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 Best Interest of City of Myrtle Beach.** 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. The City may also waive any minor informalities or irregularities in any bid.

**17.03 Determination of Responsibility.** The City may make such investigation as it deems necessary to determine the ability of a Bidder to furnish the required goods/services, and the Bidder shall furnish to the City any requested information and data for this purpose at the Bidder’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 Bidder if the evidence fails to satisfy the City that such Bidder is properly qualified to carry out the terms of this bid.

**17.04 Disqualification.** Any of the following factors may be considered just cause to disqualify a bid without further consideration: evidence of either direct or indirect collusion among bidders in regard to the amount, terms, or conditions of the bid; attempts to improperly influence any member of the evaluation team; evidence of bidder’s inability to successfully complete required responsibilities and obligations of the bid; existence of any lawsuit, unresolved contractual claim, or dispute between the bidder 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.** 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 shall be allowed after the date and time of closing.

## **18.0 DISPUTES AND PROTESTS:**

**18.01 Informal Dispute Resolution.** A Bidder 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 bid document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Bidder in an attempt to resolve the dispute.

**18.02 Formal Dispute Resolution.** A Bidder 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 bid amount. In a case where the protestor did not submit a bid, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible bid 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 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.
- 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 Bidder.
- F. Only the evaluation factors specified in this solicitation shall 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 Bidder as to the interpretation of this request for bid, the decision of the City shall 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 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 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 IFB process.

**19.06 Performance Failure.** 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 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 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 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 bid 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 Bidder, 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.

**19.09 Correction of Minor Informalities.** Prior to the notice of award to any bidder, the City of Myrtle Beach may elect to waive minor informalities or allow the bidder to correct them. Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other bidders and have little or no effect on price, quantity, quality, delivery, or contractual conditions. If minor informalities or bid mistakes are noted, the bidder shall have no more than five (5) City business days to make necessary corrections. In the event that corrections are not acceptable or not received, the City may reject the bid.

## **20.0 ADA COMPLIANCE:**

**20.01 Contact Information.** 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 Accuracy and Completeness.** 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 Non-Collusion.** The authorized signer of the bid certifies that the bid is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid. 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 a Bidder from making a bid.

**21.03 Compliance.** By signature below the Bidder 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 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**

### **INTENT**

It is the intent of this bid to establish a term contract for Routine Maintenance Service to be performed on Outdoor Fountain Equipment at the locations specified elsewhere in these bid documents. All locations are within the City of Myrtle Beach service area (approximate fifteen (15) mile radius).

Repairs(s) of the specified equipment with a cost of less than seven thousand five hundred dollars (\$7500.00) per job will also be included in this contract and shall be performed on an "as needed" basis. Repairs expected to exceed twenty five thousand dollars (\$25,000.00) per job shall be bid separately by the City.

The specifications contained herein shall establish the minimum acceptable standards for maintenance and repair of the specified equipment.

The successful Contractor shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation and all other things necessary, except where specified otherwise, to perform the work required under this contract.

A MANDATORY Pre-Bid conference will be held at 2:00 PM Tuesday, February 5, 2019 at the Purchasing Office.

### **WORK REQUIREMENTS**

The successful Contractor shall ensure that all fountain equipment to be covered under this contract is in fully operable condition by performing routine maintenance services at the frequencies specified and performing repair service on an "as needed" basis.

The Contractor shall be responsible for scheduling and performing maintenance services when due.

All equipment shall be serviced and maintained in accordance with the applicable manufacturer's recommended procedures, these bid specifications and the terms and conditions stated herein.

#### **Fountain Maintenance**

Fountain maintenance service at all locations is to be scheduled and performed on a weekly basis January through December with the exception of the Valor Park fountains and City Hall fountain which shall be serviced three (3) times a week on a year round basis.

Upon award of the contract, the Contractor shall immediately establish a regular schedule for servicing of each fountain and a copy of the schedule shall be presented to the City of Myrtle Beach Parks Superintendent for approval. The City prefers that each fountain be assigned a specific day of the week in which maintenance service is to be performed and that maintenance be performed on the same day each week. Once established, the maintenance service schedule can be changed when mutually agreed upon by the City and Contractor.

The Contractor will be responsible for supplying, administering and monitoring of all chemical products required for fountain maintenance. Chemicals that may be required include, but are not limited to, chlorine, shock, algaecide, soda ash, bromine and defoamer. Aquatic Category 5 License is required due to the chemicals applied near wildlife and humans.



## **SPECIFICATIONS continued**

The charge for all chemical products required for fountain maintenance shall be at cost plus the percentage of markup over cost established as a result of this bid. The City shall reserve the right to, at any time during the term of the contract, request copies of manufacturer/supplier invoices to substantiate the actual cost of chemicals to the Contractor.

### **HAZARDOUS WEATHER**

In the event of any impending hazardous weather conditions, all fountains are to be turned off. After any weather event has passed, the fountains are to be turned back on and checked for any damage(s).

**Any questions regarding fountain related work should be directed to Rhonda Edge (843) 918-2332 or Clint Hallman 843-918-2333.**

Fountain locations, frequency of service and maintenance procedures are listed below. Maintenance shall include, but is not limited, to the following:

#### **Nance Plaza Fountain: Corner of Highway 17 Business and Highway 501**

##### **Service to be performed three (3) times a week year round**

1. Check water quality at each service and add chemicals as needed
2. Make adjustments to computer equipment as needed to maintain chemical levels in water.
3. Inspect all other equipment for proper operation at each service and make adjustments as needed.
4. Remove all debris and clean strainer baskets at each service.
5. Drain and clean fountain as needed but no less than three (3) times a year in March, July and November.

#### **Anderson Park Fountain: 19th Ave N and Ocean Blvd next to the Camelot Hotel**

##### **Service to be performed: Weekly – January thru December**

1. Check water quality at each service and add chemicals as needed
2. Adjust pumps to spray at a reasonable height and rate
3. Inspect all other equipment for proper operation at each service and make adjustments as needed
4. Remove all debris and sand from inside fountain and around immediate area at each service
5. Drain and clean fountain as needed but no less than three (3) times a year in March, July and November

#### **City Hall Fountain: 937 Broadway Street**

##### **Service to be performed: weekly – January thru December**

### **SPECIFICATIONS continued**

1. Check water quality at each service and add chemicals as needed
2. Make adjustments to computer equipment as needed to maintain chemical levels in water meeting DHEC standards for pool water quality
3. Inspect all other equipment for proper operation at each service and make adjustments as needed
4. Remove all debris and sand from inside fountain and around immediate area at each service
5. Drain and clean fountain as needed but no less than three (3) times a year in March, July and November

#### **Breakers Fountain: 20th Ave N and Ocean Blvd next to the Breakers Parking Deck**

1. Check water quality at each service and add chemicals as needed
2. Adjust pumps to spray at a reasonable height and rate
3. Inspect all other equipment for proper operation at each service and make adjustments as needed
4. Remove all debris and sand from inside fountain and around immediate area at each service
5. Drain and clean fountain as needed but no less than three (3) times a year in March, July and November

#### **Valor Memorial Garden Fountains (two (2) each): Howard Parkway and Nevers Street in the Market Commons**

##### **Service to be performed three (3) times a week year round**

1. Check water quality at each service and add chemicals as needed
2. Inspect all equipment for proper operation at each service and make adjustments as needed
3. Remove all debris and sand from inside fountain and around immediate area at each service
4. Drain and clean fountain as needed but no less than three (3) times a year in March, July and November

#### **Women's Club Park Fountain: 5410 North Ocean Boulevard**

##### **Service to be performed: Weekly – January thru December**

## SPECIFICATIONS continued

1. Check water quality at each service and add chemicals as needed
2. Adjust pumps to spray at a reasonable height and rate
3. Inspect all other equipment for proper operation at each service and make adjustments as needed
4. Remove all debris and sand from inside fountain and around immediate area at each service
5. Drain and clean fountain as needed but no less than three (3) times a year in March, July and November

The Contractor shall immediately notify the City of any worn, damaged, broken or defective part(s) needing replacement or of any needed repair(s) that is/are identified during the maintenance service and shall replace the required part(s)/make the needed repair(s) only after receiving **prior** authorization to do so from the City.

Upon completion of each maintenance service for each fountain, a written service report shall be completed and shall include the service date, service location, name of technician performing the work, detailed description of the work performed, and when applicable, detailed description of repairs completed, total number of labor hours worked and an itemized list of worn, damaged, broken or defective parts replaced. The report shall also describe in detail any additional work needed or recommended that was not completed during the maintenance service. **Service reports must be emailed to [challman@cityofmyrtlebeach.com](mailto:challman@cityofmyrtlebeach.com) within 24 hours upon completion of each maintenance service.**

### **Repair Service**

It shall be the Contractor's responsibility to troubleshoot problems and make necessary repairs to both pool and fountain equipment on an "as needed basis.

**Repairs may not exceed twenty five thousand dollars (\$25,000.00) per job.**

The City must authorize all repair work prior to the Contractor proceeding with the work. The City will not be responsible for the cost of any completed repair(s)/part(s)/equipment replaced that has not/have not been approved in advance by the City.

Prior to performing a repair, the Contractor shall provide the City with the estimated cost to complete the work. The estimate shall include total labor cost and, when applicable, the cost for any replacement part(s)/equipment required to complete the work. After receiving authorization from the City, the Contractor shall proceed with the work.

**Time charged for all repairs shall begin upon arrival and beginning of work at the job site and shall end upon completion of work and departure from the job site.**

Repairs that may be required during the term of this contract include, but are not limited to, the following:

- Repairing bromine, chlorine and soda ash chemical feed systems
- Repairing "on demand" backwash electronic systems

- Repairing/replacing electronic chemical controllers
- Repairing/replacing soda ash slurry mix pumps and motors
- Repairing/replacing waterfalls, outside rings and static display pumps and motors
- Repairing/replacing computer controllers for static displays, outside rings and deck nozzles
- Repairing/replacing pumps and motors associated with the operation of the fountains (pump and motor sizes range from ½ HP to 5 HP, single phase and three phase)
- Repairing/ replacing electrical components to fountain lights, fiber optic light systems, pump contactors, fill water valves, sump pumps, exhaust fans, wind monitoring systems and timers associated with pumps and lights
- Performing plumbing repairs to gutter, piping, fill valves, holding tanks and fountain basins

Upon completion of each repair, a written service report shall be completed and shall include the service date, service location, name of technician performing the work, list of equipment serviced, detailed description of the work performed, total number of labor hours worked, and when applicable, an itemized list of worn, damaged, broken or defective parts/equipment replaced. The report shall also describe in detail any additional work needed or recommended that was not completed. **For fountain repairs, the service report must be emailed to [challman@cityofmyrtlebeach.com](mailto:challman@cityofmyrtlebeach.com).**

The City may, at the City's option, request a written quote for any needed repair prior to approving the work. When requested, the written quote shall be provided no later than two (2) working days from date of request. The quote shall include: 1) detailed description of work to be performed, 2) total number of labor hours required to complete the work, 3) itemized list of parts/equipment required and the unit cost of each, 4) total cost to complete the work. It shall be the Contractor's responsibility to obtain all information necessary to prepare as accurate a quote as possible. Upon authorization by the City to complete work when a written quote has been provided, actual cost of the work shall not exceed the quoted price without **prior** approval of the City.

### **REPLACEMENT PARTS/EQUIPMENT**

The Contractor shall maintain or have immediate access to commonly used replacement parts/equipment to ensure that all work can be completed in a timely manner.

The City understands that the Contractor may not supply all parts/equipment required for all work to be performed, however, the Contractor must commit to providing all effort necessary in obtaining needed parts/equipment in an expeditious manner.

All replacement parts/equipment used shall be new and shall be original equipment manufacturer (OEM) parts/equipment or approved equal. An approved equal shall meet or exceed OEM specifications for the part/equipment being replaced.

All parts/equipment used shall be Underwriters Laboratory (UL) listed and comply with all UL standards in cases where UL has published lists and standards applicable for the part/equipment provided and the application for which its use has been assigned.

Owner's manual(s), instructions or other documentation supplied with parts/equipment shall be given to the City upon completion of installation.

## **SPECIFICATIONS continued**

Upon request by the City, worn, damaged, broken or defective parts/equipment replaced shall be returned to the City for inspection. Parts/equipment returned for the City's inspection shall be labeled identifying the part/equipment.

### **EMERGENCY REPAIRS**

Contractor shall respond to all emergency repairs within three (3) business days.

### **PARTS/EQUIPMENT WARRANTIES**

The warranty period for parts/equipment furnished shall be for the manufacturer's standard warranty period. The Contractor shall provide to the City any written manufacturer warranty documents upon completion of the installation.

### **SPECIAL WORK REQUIREMENTS**

The Contractor shall coordinate all working hours with the City and the working hours must be approved by the City.

All tools and equipment used while performing the work required under this contract 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 contractor tools/equipment.

All work shall be completed in a professional manner according to industry standards. The Contractor shall guarantee all work performed under this contract 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 thirty (30) days after completion of work. The warranty period shall commence upon date of acceptance by the City.

Access to building(s) and work area(s) must be maintained at all times and work shall be completed in such a manner as to minimize disruption to the normal operation of building occupants.

The Contractor 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 must be adhered to at all times.

The Contractor 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 Contractor, the Contractor shall, at the Contractor'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.

The Contractor shall provide any and all barricades and lights 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 and lighted.

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

**SPECIFICATIONS continued**

**INVOICING AND COMPENSATION**

**The City shall pay the Contractor on a monthly basis for fountain services.** A monthly invoice for fountain services shall be submitted to the City for payment upon satisfactory completion and acceptance by the City of the services performed each month. **Monthly invoices shall be submitted for payment no later than the 15th day of the following month.**

**No invoice shall be submitted for payment prior to services being performed.**

All invoices shall include the blanket purchase order number, service date(s), service location(s), description of work performed, cost for each service and, when applicable, total number and cost of labor hours worked and itemized list of parts/equipment replaced, unit cost of each and total cost for service.

Invoices shall be submitted to:           City of Myrtle Beach  
Finance Department – Accounts Payable  
PO Box 2468  
Myrtle Beach SC 29578-2468

**ADDITIONAL CONTRACTOR REQUIREMENTS**

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

The Contractor must possess, and keep valid and current at all times during the term of the contract, all applicable licenses, registrations, certifications and permits required to perform the work required under this contract.

The Contractor shall bear the cost of securing all required licenses, registrations, certifications and permits and for the payment of all applicable fees and/or taxes required to perform the required work.

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 contractor license, registration, certification or permit be suspended or revoked, notice must be given to the City within one (1) working day of the suspension or revocation.

The City will reserve the right to, at any time during the term of the contract, 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 bid documents, the Contractor shall comply with all other applicable federal, state, county, municipal and local statues, regulations, standards, codes and ordinances at all times while performing the work required under this contract. The latest edition(s) or, when applicable, edition(s) as adopted by the local authority having jurisdiction shall apply.

## **SPECIFICATIONS continued**

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

### **Material Safety Data Sheets (MSDS)**

The Contractor must acquire and maintain up-to-date Material Safety Data Sheets (MSDS) for all applicable products used by the Contractor to perform the work required under this contract.

The City shall have the right to, at any time during the term of the contract, request and receive copy(s) of any, or all, applicable MSDS sheets. Requested MSDS sheet(s) shall be provided at no charge to the City.

### **Hazardous Materials**

The Contractor shall be responsible for ensuring that any products required during the term of the contract that are considered hazardous are properly handled, packaged, labeled, marked, transported and/or disposed of in accordance with all applicable federal, state, county, municipal and local statutes, regulations, standards, codes and ordinances then in effect including, but not limited to, the provisions of the Hazardous Materials Transportation Act.

### **Attire**

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

### **BID AWARD**

The City reserves the right to award this bid in whole or in part when determined to be in the best interest of the City.

### **TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year with an option to renew for four (4) additional one (1) year periods.

Award will be based solely on the original term of the contract and, upon successful completion of the original contract term, renewal of the contract may be considered provided both parties agree, the terms and conditions remain the same and renewal is in the best interest of the City.

Should the contract be renewed, the renewal shall be documented by contract and/or purchase order.

### **PRICE INCREASES**

Bid prices shall remain firm for the entire term of the contract. Should the contract be renewed, a price increase for maintenance services only may be considered, if needed, at the beginning of the renewal period, however, any price increase requested may not exceed the percentage of increase established as a result of this bid.

## **SPECIFICATIONS continued**

### **CHANGES IN SERVICE**

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

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

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

### **TERMINATION FOR CONVENIENCE**

At any time during the term of the contract, either party shall have the right to terminate the contract by providing to the other party written notice thirty (30) days prior to the termination date.

### **UNSATISFACTORY PERFORMANCE**

The City will monitor the fountains and if any fountain is found to be unsatisfactory the contractor will be notified to bring the fountain(s) up to a satisfactory condition within three (3) business days



## BID SCHEDULE

In accordance with the project scope and specifications the Contractor shall provide all plant, supervision, labor, materials, equipment, supplies and transportation necessary to complete this scope of work. Work shall comply with all State, Local and Federal laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, and all contract special provisions, terms and conditions.

### BID AWARD

Sellers understand that the City of Myrtle Beach ranks all bids by price, however, pursuant to applicable terms and conditions of this bid, buyers may use criteria other than price to evaluate offers. This includes, but is not limited to: Section 3.02 – Responsive Bids, Section 3.03 – Non-Responsive Bids, Section 5.04 – Price Evaluation, Section 12.01 – Award Criteria. Accordingly, please note that the award will be made to the responsible seller whose bid conforms to the solicitation that is most advantageous to the buyer on basis of price, technical capability and delivery.

### MAINTENANCE SERVICE BID PRICES

The only costs to be excluded from the maintenance service bid prices are as follows:

1. The cost for chemical products required for fountain maintenance. Cost for the chemicals shall be at cost plus the percentage of markup over cost established as a result of this bid.
2. The cost for billable parts. The cost for billable parts shall be at cost plus the percentage of markup over cost established as a result of this bid for replacement parts/equipment.

Maintenance service bid prices for fountain maintenance must include all other applicable costs including, but not limited to, labor, truck charges, travel time, mileage, per diem, fuel costs, fuel surcharges, hazardous material handling fees, environmental impact fees and waste disposal fees.

Other than those stated above, no additional charges or incidental fees of any kind will be allowed.

| Line Item# | Description   | Qty | Unit | Monthly Price | Yearly Price |
|------------|---|-----|------|---------------|--------------|
| 001        | Nance Plaza, 3x week year round                         | 1   | Ea   | \$            | \$           |
| 002        | Anderson Park, weekly year round                        | 1   | Ea   | \$            | \$           |
| 003        | City Hall, weekly year round                            | 1   | Ea   | \$            | \$           |
| 004        | Breakers, weekly year round                             | 1   | Ea   | \$            | \$           |
| 005        | Valor Memorial Gardens (2 fountains) 3x week year round | 1   | Ea   | \$            | \$           |
| 006        | Women’s Club Park, weekly year round                    | 1   | Ea   | \$            | \$           |
| 007        | Total for line items 001-006                            | 1   | Ea   | \$            | \$           |

Please note the percentage of mark-up over cost for chemical products required for fountain maintenance:  
\_\_\_\_\_ %

**REPAIR SERVICE BID PRICES**

The only cost to be excluded from the hourly labor rate bid price is the cost for replacement parts/equipment. Cost for replacement parts/equipment, if required, shall be at cost plus the percentage of markup over cost established as a result of this bid.

The repair service bid price shall include all other applicable costs, including but not limited to, labor, truck charges, travel time, mileage, per diem, fuel costs, fuel surcharges, hazardous material handling fees, environmental impact fees and waste disposal fees.

Other than that stated above, no additional charges or incidental fees of any kind will be allowed.

**HOURLY LABOR RATE BID PRICE: \$\_\_\_\_\_ /hr**

Please note below the percentage of mark-up over cost for replacement parts/equipment (if needed): \_\_\_\_\_ %

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for an additional one (1) year terms. **Percentage of price increase will apply to the maintenance service bid prices only.** \_\_\_\_\_ %

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

**Company Name:** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Email** \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

1. Include with your bid at least two (2) references of similar work performed by your company. Telephone number and person to contact must be included for proposal consideration.

a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Include with your bid any written warranties that apply.
3. **Insurance Requirements are attached. Work cannot begin until a valid Certificate is provided meeting all requirements. The Certificate of Insurance must be provided within ten (10) days after notification of intent to award.**

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.
6. Copy of Aquatic Pest Control Category 5 License needs to be included due to the chemicals applied near wildlife and humans.

**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:

**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.

**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

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

**BID AND SIGNATURE DOCUMENT**

**Bid Number: 19-B0083**

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 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 \_\_\_\_\_ Telephone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Fax Number \_\_\_\_\_

Printed Name \_\_\_\_\_ Email \_\_\_\_\_

South Carolina Sales Tax Registration No.: \_\_\_\_\_

If SC Sales Tax No. not supplied, please state reason: \_\_\_\_\_

Federal Tax ID No. (FEIN): \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Total Bid Price: \$ \_\_\_\_\_**

\_\_\_\_\_  
Remittance Address (If different from mailing address)

**(Price includes materials, labor,  
equipment, licenses, taxes and fees  
applicable)**

\_\_\_\_\_  
City, State, Zip



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**

| <b><u>Bid Amount</u></b> | <b><u>Within City Limits</u></b>  | <b><u>Within Horry County</u></b>   | <b><u>Within NESAs Area</u></b>   |
|--------------------------|---|---|---|
| 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 maximum being \$2000.00, including the \$450.00 | \$400.00 plus 2% of amount above \$10,000.00 with the maximum being \$1800.00, including the \$400.00 | \$300.00 plus 1% of amount above \$10,000.00 with the maximum 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.**