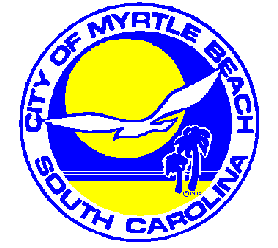
**City of Myrtle Beach**

**Invitation for Bid**

**IFB 18-B0043**

**Sandblasting and Painting of Train Cars**

**Issue Date: September 29, 2017**

****

**First in Service**

**Issued By:**

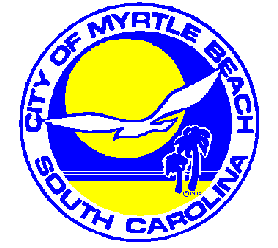
**Purchasing Division**

**3231 Mr. Joe White Avenue**

**Myrtle Beach, SC 29577**

**Phone: 843-918-2170**

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

City of Myrtle Beach Purchasing Division

3231 Mr. Joe White Avenue

Myrtle Beach, SC 29577

|  |  |
| --- | --- |
| INVITATION FOR BID | |
| IFB # 18-B0043 Sandblasting and Painting of Train Cars | |
| Buyer Contact: | Ann Sowers  843-918-2172  asowers@cityofmyrtlebeach.com |
| **Mandatory Pre-Bid Conference:**  Attendance is required for bid consideration. | **Monday, October 9 @ 10:00**  Myrtle Beach Train Depot (Platform)  851 Broadway Street, Myrtle Beach, SC 29577 |
| **Opening Date & Time:** | **Monday, October 16 @ 2:00** |
| Bid Opening Location: | City of Myrtle Beach Purchasing Office  3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577 |

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

\_\_X\_\_ Bid for a service $20,000.00 or greater must be accompanied by a bidder’s bond in the amount of five

percent (5%) of the total dollar amount of the bid submitted, payable to the City of Myrtle Beach.

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

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

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

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

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

**Bidder to complete this section:**

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please note:** Signature is required on page 19.

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS**

**MUST BE SIGNED AS PART OF INVITATION FOR BID PACKAGE**

**1.0 SUMMARY**

* 1. 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 Protest Procedures/Timelines

18.01 Bid Specifications/Contract Terms

18.02 Intent to Award

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. DEFINITIONS:

1. 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

$20,000.00

H. Performance Bond – guarantees execution of the terms of a contract, required for

work valued at $20,000.00 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 $20,000.00 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 pre-bid

meetings, all expenses shall be paid for by the Bidder, unless previous written

arrangements are made with the City. No bidder shall be admitted to a pre-bid meeting

after the specified start time, otherwise the bid 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

$20,000.00 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 $20,000.00 or more for construction and/or any type of service related requirement.

The performance and payment bonds shall be executed by the 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 thirty (30) calendar days.

Contract prices shall remain firm for the duration of the contract period. The City of

Myrtle Beach reserves the right to adjust the performance period to meet the best interests

of the City. Any such adjustment will be made in writing through the Purchasing Office.

**12.04 Contract Timeline.** In the event the successful 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:

1. 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 PROTESTS:**

**18.01 Procedures/Timelines.** Protest of Bid Specifications and/or Contract Terms:

1. Specifications and contract terms shall be made available for inspection and

copying. Unless a different deadline is specified in the IFB, protests of the bid

specifications or contract terms shall be presented to the City in writing within

five (5) City of Myrtle Beach business days prior to bid closing.

1. Such protest or request for change shall include the reasons for protest or

request, and any proposed changes to specifications or terms.

1. Envelopes containing protests of specifications shall be marked and mailed, or

hand delivered within five (5) city of Myrtle Beach business days to the

procurement buyer.

1. No protest against award because of the content of bid specifications or

contract terms shall be considered after the deadline established for submitting

such protest in paragraph A above.

1. Submission of a bid without the timely submission of protest of specifications

or contract terms is deemed a waiver to the right to protest specifications or

contract terms.

1. A decision by the procurement buyer shall be given in writing in each of such

cases at least one (1) City of Myrtle Beach business day before the time set for

the opening of bids. A copy of the decision may be obtained at the

procurement manager’s office.

1. If, in the judgment of the procurement manager, the previously mentioned

inquiry requires explanation or interpretation, any such explanation or

interpretation of said plans, specifications, or other contract documents shall

be made by written addendum duly issued with copies mailed or delivered to

each person or firm receiving a set of contract documents.

**18.02 Procedures/Timelines.** Intent to Award:

A. The written purchase order shall constitute a final decision of the City of

Myrtle Beach to award the contract if no written protest is filed with the City

within five (5) City of Myrtle Beach business days of the posting of the bid

tab. If a protest is timely filed, the purchase order is a final decision of the

City only upon issuance of a written decision denying the protest and

affirming the award.

B. Purchasing buyer shall notify winning Bidder five (5) City days after bid tab is

posted on the City website. It is the responsibility of the Bidder to check the

website. Any actual Bidder who is adversely affected or aggrieved by the

award of the contract to another Bidder on the same solicitation shall have

five (5) City business days after the posting of bid tab to submit to the City a

written protest of the award. The written protest shall specify the grounds

upon which the protest is based. The City shall not entertain a protest

submitted after the time period established in this rule or such different period

as may be provided in the City’s request for bids.

C. Bidders must submit written protests of the intent to award to the procurement

manager within five (5) business days. The written protest must include name

and contact information of the protestor, solicitation, title and number, the

grounds upon which the protest is based, and relief expected.

**19.0 CITY RESERVED RIGHTS:**

**19.01 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 IFB to establish a contract for Sandblasting and Painting of a Box Car and Caboose, located at the Myrtle Beach Train Depot, 851 Broadway Street, Myrtle Beach, SC 29577. The contractor will be responsible for sandblasting, priming, and painting two (2) railroad cars.

The successful contractor shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation, and all other items necessary to perform the work required under this contract.

**SITE VISITS**

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

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

**WORK REQUIREMENTS**

The specifications included herein shall establish the minimum acceptable standards for the work to be performed.

1. Contractor will remove all paint and rust on two railroad cars via sandblasting. Existing paint has been tested for lead, and levels are found to be negligible. However, contractor should be prepared to take personal and environmental precautions.

2. After sandblasting both cars, contractor will apply the proper number of coats of appropriate primer to protect cars from coastal climate and weather to prevent rust.

3. Contractor will then place two (2) coats of Sherwin-Williams high gloss paint for metal exterior on each train car.

4. All work must be completed on site.

The box car will be painted black with yellow striping and yellow numbers and letters. The caboose will be painted red with a black top. Specific patterns for painting will be made available at the mandatory pre-bid meeting.

**Work Hours**

All work must be performed between 7:00 am and 7:00 pm, Monday through Thursday; and 7:00 am to 4:00 pm on Fridays (excluding City holidays.) There will be no Saturday or Sunday work unless approved in advance by City staff. Once work begins, the work shall be continuous, conducted daily until complete, and not delayed for any contractor reason(s).

**SPECIFICATIONS continued**

**SPECIAL WORK REQUIREMENTS**

**Tools, Equipment, and Materials**

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

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

**Workmanship**

All work shall be completed in a professional manner according to industry standards. The Contractor shall guarantee all work performed under the 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 one (1) year 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.

**Job Site Safety**

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, including preventative personal and environmental safety measures, 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 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.

**Job Site Clean-Up**

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

**SPECIFICATIONS continued**

**WARRANTY**

### The warranty period for materials 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.

##### **INVOICING**

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

Invoices shall include the purchase order number, service location, service date(s), description of work performed 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**

**Attire**

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

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

The Contractor must possess (or obtain and keep) all valid and current applicable licenses, registrations, certifications and permits required to perform the work required under this contract at all times during the term of the contract. The 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. 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 expire, or be suspended or revoked, notice must be given to the City within one (1) working day of the expiration, suspension or revocation.

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

**SPECIFICATIONS continued**

**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 statutes, regulations, standards, codes, and ordinances at all times while performing the work required under this contract. The latest edition(s) adopted by the local authority having jurisdiction shall apply.

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

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.

**Safety Data Sheets (SDS)**

The Contractor must acquire and maintain up-to-date Safety Data Sheet(s) (SDS) for any/all applicable products used by the Contractor to perform the work required under this contract. The City shall have the right at any time during the term of the contract to request and receive a copy of, any or all applicable SDS sheet(s). Requested SDS sheet(s) shall be provided at no charge to the City.

The City will retain the right to reject any product it feels could be harmful to persons/animals, property, or the environment.

**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 should the need arise. 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 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.

**BID AWARD**

After evaluation of all line items, the contract shall be awarded on an “all or none” basis to the lowest total price responsible and responsive bidder whose bid conforms in all material respects to the requirements and evaluation criteria set forth in this IFB.

**Price Schedule**

In accordance with the project scope, plans, drawings and specifications in the contract, the Contractor shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions. Building will not be occupied during performance of work under this Contract. FOB: Destination

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Description** | **Qty.** | **Unit** | **Unit Bid Price** | **Total Bid Price** |
| 1 | Sandblasting to remove all paint and rust on two (2) railroad cars | 1 | job | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2 | Application of proper number of coats of appropriate primer to protect two (2) railroad cars from coastal climate and weather to prevent rust | 1 | job | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3 | Application of two (2) coats of Sherwin-Williams high gloss paint for metal exterior according to patterns provided on two (2) railroad cars | 1 | job | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |
| **Grand Total Price (Line Items 1, 2, 3)** | | | | | $\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | |

**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. No partial bids allowed. Bid will be awarded on an “all or none” basis.

**INVOICING:** Invoicing shall be submitted upon completion of shipment. All invoices must reference the purchase order number, quantity, unit price, and extended price of each item purchased. Invoices shall be submitted to: City of Myrtle Beach

Finance Department/Accounts Payable

PO Box 2468

Myrtle Beach, SC 29578-2468

**ADDITIONAL TERMS AND CONDITIONS**

1. Include with your bid at least three (3) references of similar products provided by your company. Telephone number and person to contact must be included for bid consideration.

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| 1) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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1. List any exceptions to specifications:

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**BID BOND**

Bid #18-B0043

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as SURETY are hereby held and firmly bound unto

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as OWNER, in the penal sum of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

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

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Surety

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called Principal, and

(Corporation, Partnership, or Individual)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Surety)

Hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars, ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) in lawful money of the United

States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**PERFORMANCE BOND continued**

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

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

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

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Secretary

[SEAL]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(s)

(Witness as to Principal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Surety) Secretary

[SEAL]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness as to Surety Attorney-in-Fact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERFORMANCE BOND continued**

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

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called Principal, and

(Corporation, Partnership or Individual)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Owner)

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

## **PAYMENT BOND continued**

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

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Principal) Secretary

[SEAL] By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (S)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety Secretary

[SEAL]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness as to Surety Attorney-in-Fact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**City of Myrtle Beach**

**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:

1. 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.

1. 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 Insurance Agent Name  4000 Insurance Pkwy  Anytown, USA 99999 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. | | | | | | | |
|  | | | | | COMPANIES AFFORDING COVERAGE | | | | |
| INSURED Bidding Firm’s Name  1000 Any Street  Anytown, USA 99999 | | **COMPANY A ABC INSURANCE COMPANY** COMPANY B  COMPANY C  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  X Commercial General  Liability  \_ Claims Made X Occur  \_ Owners & Contractor’s  Prot  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | XYZ1234 | 00/00/00 | | 00/00/00 | General Aggregate  Products-Comp/Op Agg  Personal & Adv Injury  Each Occurrence  Fire Damage (any 1 fire) | | $ 1,000,000  $ 1,000,000  $ 1,000,000  $ 1,000,000  $ 50,000 |
| A | Automobile Liability  X Any Auto  \_ All Owned Autos  \_ Scheduled Autos  X Hired Autos  X Non-Owned Autos\_ | | XYZ1234 | 00/00/00 | | 00/00/00 | Combined Single Limit  Bodily Injury  (Per person)  Bodily Injury  (Per accident)  Property Damage | | $ 1,000,000  $  $  $ |
|  | Garage Liability  \_ Any Auto  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | 00/00/00 | | 00/00/00 | Auto Only-Ea Accident  Other than auto only:  Each Accident  Aggregate | | $  $  $ |
|  | Excess Liability  \_ Umbrella Form  \_ Other than Umbrella Form | |  | 00/00/00 | | 00/00/00 | Each Occurrence  Aggregate | | $  $ |
| A | Workers Compensation  (and Employer’s Liability)  The Proprietor/Partners  Executive Officers Are:  X Inc \_ Excl | | XYZ1234 | 00/00/00 | | 00/00/00 | X WC Statutory Limits  \_ Other  EL Each Accident  EL Disease-Policy Ltd  EL Disease-Ea Employee | | $ 500,000  $ 500,000  $ 500,000 |
|  | Other | |  |  | |  |  | |  |
| **Description of Operations/Locations/Vehicles/Special Items:**  City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability | | | | | | | | | |
| **CERTIFICATE HOLDER** | | | | **CANCELLATION** | | | | | |
| City of Myrtle Beach  Attn: Purchasing Division  Drawer 2468  Myrtle Beach, SC 29578-2468 | | | | Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail **30** days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate. | | | | | |
|  | | | | INSURANCE AGENT SIGNATURE | | | | | |

**BID AND SIGNATURE DOCUMENT**

**Bid Number: 18-B0043**

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”) and do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the bid documents. (If no addenda have been received, please place a zero in the space provided.)

In addition, we propose to furnish the following services in strict conformance to the 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 statement made to meet any requirements may result in contract cancellation or initiation of action under federal or state laws, or both.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bidder – Company Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mailing Address**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Remittance Address (if different from mailing address)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Number Fax Number**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature Date**

Addenda Numbers Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Business License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

South Carolina Sales Tax Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If no SC Sales Tax Number, please give reason: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID Number (FEIN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| ColorCitySeal-tif-300dpi.tif | **CITY OF MYRTLE BEACH**  **LOCAL VENDOR PREFERENCE**  **TO QUALIFY FOR LOCAL PREFERENCE**  **FORM MUST BE SUBMITTED WITH BID** |
| **First in Service** |  |

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\*NOT Horry County License Number** | Date issued: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*Complete all areas below. Incomplete forms may be rejected.*

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | LEGAL NAME OF BUSINESS: | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | |
|  |  | | | | |  | | | | | |
|  | Mailing Address: | | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
|  | Physical Address:  (To qualify vendor must have maintained  a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.) | | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
|  |  | | | | |  | | | | | |
| 2. | Year business was established in the City of Myrtle Beach / Horry County / NESA area: | | | | | | | | | | |
|  |  | | | | | | | | | | |
|  | Year: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | County: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  |  | | | | (Name of County) | | | | | | |
|  |  | | | | | | |  | | | |
| \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* | | | | | | | | | | | | |
| Under penalty of perjury, the undersigned states that the foregoing statements are true and correct.  The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year. | | | | | | | | | | | |
|  |  | | | |  | | | | | | |
| Authorized Signature: | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name & Title: | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**LOCAL VENDOR PREFERENCE continued**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid Amount** | **Within City Limits** | **Within Horry County** | **Within NESA Area** |
|  |  |  |  |
| Up to $5000.00 | 5% of Bid | 4% of Bid | 3% of Bid |
|  |  |  |  |
| $5001.00 to $10,000.00 | $250.00 plus 4% of amount between $5001.00 and $10,000.00 | $200.00 plus 3% of amount between $5001.00 and $10,000.00 | $150.00 plus 2% of amount between $5001.00 and $10,000.00 |
|  |  |  |  |
| $10,001.00 and up | $450.00 plus 3% of amount above $10,000.00 with the maxium being $2000.00, including the $450.00 | $400.00 plus 2% of amount above $10,000.00 with the maxium being $1800.00, including the $400.00 | $300.00 plus 1% of amount above $10,000.00 with the maxium being $1600.00, including the $300.00 |

If company/individual performs services on City property a Certificate of Insurance **must be** provided prior to commencement of work meeting requirements of the City.

**The vendor must submit this copy of the 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.