City of Myrtle Beach Invitation for Bid

IFB 22-B0042

EMPLOYEE UNIFORMS

Issue Date: April 28, 2022



First in Service

Issued By:

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

www.cityofmyrtlebeach.com



City of Myrtle Beach Purchasing Division 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

	INVITATION FOR BID
IFB # 22-B0000 Name of Bid Here	
Buyer Contact:	Lynda Greenough
	843-918-2184
	lgreenough@cityofmyrtlebeach.com
Mandatory Pre-Bid Conference:	N/A
On-time attendance/sign-in is	
required for bid consideration.	
Opening Date & Time:	Thursday, May 19, 2022 @ 2:00 PM Local Time
Bid Opening Location:	City of Myrtle Beach Purchasing Office
	3231 Mr. Joe White Avenue
	Myrtle Beach, SC 29577

<u>Bonds</u>: Bids for a <u>service only</u> that is \$25,000.00 or greater must be accompanied by a bidder's bond or cashier's check in the amount of five percent (5%) of the total dollar amount of the bid submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

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.

Name of Bidder: Address: Phone Number:

Please note: Signature is required on page 22.

Bidder to complete this section:

E-mail:

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

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1.02 DEFINITIONS:

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

2.0 AUTHORITY:

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

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 <u>Availability of Documents.</u> Bid documents may be obtained through the City of Myrtle Beach website (www.cityofmyrtlebeach.com), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Bid documents may be mailed or sent via e-mail by vendor request only.
- **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 <u>Document Completion.</u> 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 or black 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 or black ink and making the correct entry adjacent to the written error and initialed by the Bidder in blue or black ink.
- 3.05 <u>Contents of Bid Packet.</u> The general instructions, scope of work and/or specifications, and the bid and signature document constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. 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 <u>Bid Submission.</u> 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 <u>Bid Delivery/Opening.</u> All bids must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Bids 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** <u>Bid Opening/Emergency Conditions.</u> In the event of a present, immediate, and/or existing danger that threatens the public's health or safety, the City Procurement Office will be closed to the public. Any scheduled public bid openings will be held in the most responsible and legal manner possible, as dictated by the emergency. If City employees are able to report to work, then Bidders who are interested in attending a public bid opening

shall report to the front door of the Bid Opening Location building as listed in the IFB. Anyone who has arrived by the designated bid opening time will be escorted to the proper area for bid opening. If employees are not able to report to work, then the public bid opening will be rescheduled. Every effort will be made to announce the rescheduled date prior to the published bid opening. If emergency conditions persist beyond the published bid opening date, then Bidders will be notified via addendum as soon as possible with a revised bid opening date.

3.10 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:

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

5.0 PRICING:

- **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.
- **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.

- **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:

- **Sales Tax/Federal Tax.** The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All prices should be quoted without tax applied. Tax will be applied at the time of invoicing according to the current state sales tax rate.
- **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.
- **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.

- **Material Preference.** The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a bid.
- **8.05** Changes after Award. Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Bidder.
- **8.06** Equivalent Items. For items identified in this bid as "brand name or equal," the Bidder's offer must indicate each product that is being offered as an "equal" product by providing the following information:
 - A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the bid
 - B. A clear identification of the item by brand name and make/model number (if any)
 - C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the purchasing buyer
 - D. A clear description of any modifications the Bidder plans to make in a product so that it conforms to the bid requirements

Compliance verification is performed by the City purchasing buyer and their requestor(s). The purchasing buyer is required to evaluate "equal" products on the basis of information furnished by the Bidder, or identified in the bid. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. A Bidder's product shall not be considered as an "equal" product if there is an inadequate description of how the "equal" product meets the salient characteristics specified in the bid.

9.0 MODIFICATIONS:

- **9.01** Additional Work. The bid shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.
- **9.02** Adjustments to Items/Work. The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

10.0 BOND REQUIREMENTS:

- **10.01 Bid Bonds.** If required, Bidder shall supply a bid bond of 5% of the total bid amount to be submitted with the bid package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.
- 10.02 Performance/Payment Bonds. The successful Bidder at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach.) The bond shall be in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds shall be accepted.

11.0 DELIVERY:

- **11.01** <u>Warehouse Deliveries.</u> 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 <u>Dates.</u> 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 <u>Documentation.</u>** Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).

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

12.0 AWARD CRITERIA/TIMELINE:

- **12.01 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.
- **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 three hundred sixty five (365) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the 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. Winning Bidder shall be notified five (5) City business days after bid tabulations are posted.
- 12.06 <u>City Business License.</u> 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 <u>Drug-Free Workplace.</u> 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 <u>Subcontractors.</u> The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Bidder shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

- 13.05 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 <u>Liquidated Damages.</u> 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 Majeure.** Neither party shall be held responsible for failure to perform the responsibilities imposed by this bid due to circumstances beyond reasonable control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes, earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics, pandemics), acts of God, and/or orders of any governmental authority having jurisdiction over such.

14.0 INDEMNITY CLAUSE:

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

14.02. Failure to Enforce. Failure by the City at any time to enforce the provisions of the 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 twelvemonth period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:
 - A. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-contractors to do the same; or
 - B. To employ only workers who:
 - 1. Possess a valid South Carolina Driver's License or ID issued by the South Carolina Department of Motor Vehicles; or
 - 2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements; or
 - 3. Possess a valid Driver's License or ID card from another state where the requirements are at least as strict as those in South Carolina.
- **Ethics of Employees.** The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end, for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.
- 15.03 Nondiscrimination in City Contracts. Any Bidder that enters into a contract for goods or services with the City of Myrtle Beach or any of its boards, agencies, or departments shall implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this bid. Bidder shall not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Furthermore, Bidder agrees to incorporate the foregoing provisions in all subcontracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union

- skilled labor, or who may perform any such labor or services.
- **15.04** Compliance with Laws. The 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 Availability of Funds. Unless cancelled prior to the bid opening date, all bids received on time will be opened as indicated in the solicitation and the names will be indicated on the bid tab. The City's obligation under this requirement is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise until funds are made available and until the Bidder receives notice of such availability from the City's Purchasing Division. If funding is not made available, the IFB will be cancelled.
- **16.02 Payment.** Inspection and acceptance of the material, goods, and/or service by an authorized representative of the City shall be required prior to any payment. After acceptance by the City, payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice.
- 16.03 Representation. The selected 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.

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 <u>Disqualification.</u> 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 <u>Withdrawal Timeline.</u> Bids may be withdrawn on a written request, received from Bidders prior to the bid closing date and time. Negligence on the part of the Bidder in preparing the bid creates no right for withdrawal of the bid after the bid has been opened. No modifications, clarifications, or explanations of any bids shall be allowed after the date and time of closing.

18.0 DISPUTES AND PROTESTS:

- **18.01** Informal Dispute Resolution. A Bidder who has a concern with a decision made by the Purchasing Agent or designee, shall first inform the Purchasing Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City's website stating its intention to make a contract award, or the contract is awarded, whichever occurs first, unless the bid document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Bidder in an attempt to resolve the dispute.
- **18.02** <u>Formal Dispute Resolution.</u> A Bidder who has a dispute that cannot be resolved by informal efforts may file a written protest with the City of Myrtle Beach in connection with any of the following:
 - A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
 - B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
 - C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or agreement was improper.
- **18.03 Procedures/Timelines.** A formal protest may be filed in the following manner:
 - A. A protest must be submitted in writing, filed by an Interested Party, and addressed to the Purchasing Agent or designee. An e-mail is not acceptable as a written protest.

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

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

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

- **18.06** Post-Filing Formal Protest Process. Once a protest has been filed appropriately, the Purchasing Agent or designee may, in its sole discretion, may engage in any or all of the following:
 - A. Hold a conference between all parties to the protest in which resolution options are explored.
 - B. Conduct an investigation of the merits of the protest allegations.
 - C. Order the parties to the protest to engage in certain methods of discovery and set limits in terms of discovery scope and time.
 - D. Schedule and conduct a protest hearing.

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

- **18.07** Formal Protest Decision Timeline and Notification. A decision on a protest shall be made by the Purchasing Agent or designee as expeditiously as possible, but no later than ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Purchasing Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.
- **18.08** Appeals. To the extent permitted by law or court rules regarding appeals, an appeal of the decision regarding the protest may be made to a court of competent jurisdiction within the time set forth in the Rules.

19.0 CITY RESERVED RIGHTS:

- **19.01 Reserved Rights.** The City of Myrtle Beach expressly reserves the following rights:
 - A. To reject any and/or all irregularities in the bids submitted
 - B. To reject any and all bids, or parts thereof, as deemed in the best interest of the City.
 - C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - D. To make the award to any Bidder who, in the opinion of senior management, is in the best interest of the City.
 - E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Bidder.
 - F. Only the evaluation factors specified in this solicitation shall be used as a basis for award.
- **19.02** Final Judgment. If any doubt or difference of opinion arises between the City of Myrtle Beach and the Bidder as to the interpretation of this request for bid, the decision of the City shall be final and binding upon all parties.
- **19.03** <u>Clarification.</u> The City of Myrtle Beach reserves the right to obtain clarification on any point in the Bidder's bid. The failure of the Bidder to make additional information available could result in the rejection of the response. Such clarification might involve

- the delivery of demonstration equipment to the City for evaluation purposes. Such hardware 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** <u>Loss/Damage.</u> 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.

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

19.09 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 <u>Compliance.</u> By signature below the Bidder affirms that they have examined, understands, and accepts all instructions, specifications, terms and conditions of this solicitation. No additional Bidder terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Bidder 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.

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.

SCOPE OF WORK

INTENT

It is the intent of this IFB to establish a pricing agreement for employee uniforms for the City of Myrtle Beach employees, to be ordered on an "as needed" basis. The successful Bidder shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation and all other items necessary to perform the work required under this contract.

WORK REQUIREMENTS

The successful Bidder shall provide employee uniforms as listed in the price schedule. Manufacturer's names are provided to indicate style and quality desired, and are in no way intended to exclude other manufacturers from providing equal products. **Samples must be submitted with the bid package for alternate products to be considered.** Samples will be returned within thirty (30) days of bid opening. Alternatives will not be considered for items listed as NO SUBSTITUTIONS.

Inclusion in this list does not guarantee that the City will use all of the categories listed.

All items/materials offered by the Bidder must be new first quality goods. No used materials, seconds/rejects, or grey market items will be accepted.

Bidder shall not impose a minimum order quantity threshold. Bids submitted with minimum order quantities may be rejected.

No measurement of employees will be required.

ARTWORK

The City will be responsible for art charges and a one (1) time set up fee for any new designs, emblems, and/or logos. All artwork must be approved by the City before any production begins.

Attachment #1 shows the embroidery requirements for the uniforms. Attachment #1 is for reference only. The City will work with the awarded Bidder to develop a more detailed image prior to production. Bidder must provide proofs to the City for approval before any work may begin.

The successful Bidder will be required to duplicate in both embroidery and screen print the "City Seal", "Myrtle Beach" and "First In Service" logos as required on items. Examples shown in bid attachments are for informational purposes only. Examples shown are not to be considered "actual size".

QUANTITIES

All items are usually ordered in quantities of twelve (12) or more however small quantity special orders may be placed if a need arises.

Approximately three hundred fifty (350) employees purchase uniforms. Normal clothing allowance for these employees per year are five (5) shirts, five (5) pants and one (1) jacket, coverall, etc.

In the last year, the City ordered approximately:

- Four hundred eighty (480) orange T-shirts
- Two hundred fifty two (252) white T-shirts
- Two hundred sixteen (216) yellow T-shirts
- Three hundred seventy two (372) pants
- One hundred fifty six (156) navy sweatshirts
- One hundred forty four (144) orange sweatshirts

These numbers should be considered reasonable for bidding purposes; however, the City reserves the right to purchase quantities based on actual City needs. The City does not guarantee that all items or specific quantities of any item will be purchased during the term of the purchase order. There shall be no minimum quantity per order required.

TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base year with an option to renew for four (4) additional one (1) year periods. Upon successful completion of the base year contract term, renewal of the contract may be considered provided both parties agree, the terms and conditions remain the same, and renewal is in the best interest of the City. Should the contract be renewed, the renewal shall be documented by contract and/or purchase order.

BID PRICES

Bid prices are to include all applicable costs, including but not limited to: supplies, tools, equipment, labor, supervision, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees. All licenses, fees, and taxes applicable must be included in the bid prices. No service charges or incidental expenses of any kind will be allowed. Bid prices are to include all costs required for the delivery of finished goods, excluding the hemming of pants (Item # 11 and 12 only). All costs for embroidery/screen-printing where specified in the bid specifications must be included in the bid prices.

For bid consideration, brand(s) and style(s) being offered must be annotated on the bid. Include in the bid package, product specification sheets, samples and descriptive literature or catalog descriptions when bidding manufacturer brand(s)/styles(s) other than that/those specified.

If at any time during the term of this contract other customers receive general price decreases, these price decreases must also be afforded to the City.

PRICE INCREASES

Bid prices shall remain firm for the entire term of the contract. Price increase(s), if needed, may be considered at the beginning of the renewal term, should the contract be renewed. However, any price increase requested may not exceed 5% provided both parties agree.

CHANGES IN SERVICE

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

In any case of neglect or refusal by the Bidder 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 Bidder shall in no way interfere with the person or persons so employed.

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.

Award will be made per category. Bidder may select one, some, or all categories. In order to be considered responsive, Bidder must be able to provide ALL items in each category selected, including vendor-suggested substitutions (where appropriate.) Award of each category will be based on the best value over the five-year term of the contract, with consideration given to the lowest total grand price for the five-year term.

Categories are as follows:

Category A: Shirts (Items #1 - #10 on Bid Form)

Category B: Pants (Items #11 - #12 on Bid Form)

Category C: Coveralls and Jackets (Items #13 - #18 on Bid Form)

Category D: Hats (Items #19 - #20 on Bid Form)

Category E: Sweatshirts (Items #21 - #26 on Bid Form)

PRICE SCHEDULE

The price schedule contains all five (5) categories as listed above. Bidder may select one, some, or all categories.

In order to be considered responsive, Bidder must:

- Be able to provide ALL items in each category selected, including vendor-suggested substitutions (where appropriate)
- Submit both the IFB document and the Price Schedule in the same response envelope Failure to submit any required information can be cause for disqualification.

Delivery and Returns

Orders will be placed on an "as needed" basis and all items ordered must be received within thirty (30) calendar days thereafter. Delivery of all items shall be made to:

Purchasing Division 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577 Attn: Lynda Greenough

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

Routine delivery response to the City shall be within thirty (30) calendar days after receipt of order. For custom made items, such as screen-printed T-Shirts, it will be the responsibility of the awarded Bidder to communicate with the ordering entity all delivery details.

The City may request emergency delivery. Bidder shall use their best efforts to comply with rush or emergency requests. However, if the successful Bidder cannot fulfill the emergency delivery requirements, the participating entity may procure its needs from alternative sources without penalty. Allowances for special freight charges will be acceptable only when expedited delivery is requested and approved, in advance, by the City of Myrtle Beach.

All goods are to be shipped in lots according to type, size and purchase order number and accompanied by a copy of the actual invoice. Deliveries shall be made Monday to Friday 8 AM to 4 PM. Deliveries may not be made on weekends or City Holidays.

All goods delivered will be subject to inspection. If products fail to meet specifications, they must be corrected and reshipped at no additional cost to the City. Any cost to return defective items shall be charged to the account of the Bidder, and the City may deduct such charges from amounts otherwise owed to the Bidder.

Bidder agrees to accept for credit any merchandise returned in good condition within thirty (30) calendar days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test.

Approval for delivery of partial or incomplete orders must be obtained in writing prior to delivery from the City that submitted the order. Partial deliveries without approval may not be accepted and any charges

incurred (freight, restocking fees, etc.) shall be the responsibility of the Bidder. (Exceptions to maximum thirty (30) calendar day delivery time may be granted in writing for long lead time items, provided the successful bidder contacts the City within seven (7) calendar days after order is placed to request approval for extended delivery schedule). Failure to comply with delivery requirements may result in termination of the contract in whole or in part.

If the successful Bidder fails to provide all items ordered within **thirty** (30) calendar days after order placement, the City may consider the Bidder in breach of contract and may cancel any/all pending orders and award the contract to the next responsible Bidder or put out for bid the uniform contract again, whichever is in the best interest of the City.

INVOICING

Invoicing shall be submitted upon completion of each 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

Document Package and Product Samples may be shipped separately. However, all requested items must arrive by the date and time listed on the first page of this IFB. If <u>any</u> requested item is late, then the whole proposal will be considered non-responsive.

Uniform Items

Category A Products:

<u>Item #1:</u> Men's Industrial Uniform Work Shirt, Short Sleeve, Color: Yellow, Port Authority Short Sleeve Style #S508 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- 4.5 ounce, 55/45 cotton/poly
- Wrinkle Resistance
- Button-Down Collar
- Back Box Pleat
- Dyed-to-Match Buttons
- Left Chest Pocket
- Long sleeves to have cuffs with button closures

<u>Item #2:</u> Men's Industrial Uniform Work Shirt, Long Sleeve, Color: Yellow, Port Authority, Long Sleeve Style #S608 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- 4.5 ounce, 55/45 cotton/poly
- Wrinkle Resistance
- Button-Down Collar
- Back Box Pleat
- Dyed-to-Match Buttons
- Left Chest Pocket
- Long sleeves to have cuffs with button closures

<u>Item #3:</u> Men's Industrial Uniform Work Shirt, Short Sleeve, Color: White, Port Authority, Short Sleeve Style #S508 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- 4.5 ounce, 55/45 cotton/poly
- Wrinkle Resistance
- Button-Down Collar
- Back Box Pleat
- Dyed-to-Match Buttons
- Left Chest Pocket
- Long sleeves to have cuffs with button closures

<u>Item #4:</u> Men's Industrial Uniform Work Shirt, Long Sleeve, Color: White, Port Authority, Long Sleeve Style #S608 and Short Sleeve Style #S508 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- 4.5 ounce, 55/45 cotton/poly
- Wrinkle Resistance
- Button-Down Collar
- Back Box Pleat
- Dyed-to-Match Buttons
- Left Chest Pocket
- Long sleeves to have cuffs with button closures

<u>Item #5:</u> Pocket T-Shirt, Short Sleeve, Color: Yellow, Hanes Adult Tagless Short-Sleeve Beefy-T with pocket, Style #5190 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- Preshrunk 100% ring-spun cotton
- 6.1 ounce
- High stitch-density fabric
- Shoulder to shoulder taping
- Double needle cover seamed neck
- Double needle sleeves and bottom hems
- 5 point left chest pocket

<u>Item #6:</u> Pocket T-Shirt, Short Sleeve, Color: White, Hanes Adult Tagless Short-Sleeve Beefy-T with pocket, Style #5190 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- Preshrunk 100% ring-spun cotton
- 6.1 ounce
- High stitch-density fabric
- Shoulder to shoulder taping
- Double needle cover seamed neck
- Double needle sleeves and bottom hems
- 5 point left chest pocket

<u>Item #7:</u> Pocket T- Shirts, Long Sleeve, Color: Yellow, Hanes Adult Tagless Long Sleeve, with pocket, Style #5586 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- 100% cotton
- 6 ounce
- Shoulder to shoulder taping
- Double needle cover seamed neck with lay-flat collar
- Double needle bottom hem, rib knit cuff
- Tag free neck label

<u>Item #8:</u> Pocket T- Shirts, Long Sleeve, Color: White, Hanes Adult Tagless Long Sleeve, with pocket, Style #5586 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- 100% cotton
- 6 ounce
- Shoulder to shoulder taping
- Double needle cover seamed neck with lay-flat collar
- Double needle bottom hem, rib knit cuff
- Tag free neck label

<u>Item #9:</u> High Visibility Pocket T- Shirt, Short Sleeve, Available in Color: Orange, ANSI 107 Class 2 Mesh Tee, Style CornerStone CS200 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- ANSI 107 Class 2 Compliant Reflective silver stripe to run horizontally around middle of torso and to run vertically on both sides of the upper body on both front and back of shirt.
- 3M Scotchlite reflective taping material to meet ANSI/ISEA 107-2004
- Level 2 retroreflective performance requirements.
- No reflective silver stripe on front pocket
- 4.1 ounce lightweight performance fabric, soft birds-eye mesh
- Durable fabric, wicks moisture away from the body and minimizes odor.
- Tape shoulder to shoulder
- Left breast pocket, topstitched and double needle stitched hem
- Double needle stitched sleeve hem and bottom hem

<u>Item #10:</u> High Visibility Pocket T- Shirt, Long Sleeve, Available in Color: Orange, ANSI 107 Class 2 Mesh Long Sleeve Tee, Style CornerStone CS201 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- ANSI 107 Class 2 Compliant Reflective silver stripe to run horizontally around middle of torso and to run vertically on both sides of the upper body on both front and back of shirt.
- 3M Scotchlite reflective taping material to meet ANSI/ISEA 107-2004
- Level 2 retroreflective performance requirements.
- No reflective silver stripe on front pocket
- 4.1 ounce lightweight performance fabric, soft birds-eye mesh
- Durable fabric, wicks moisture away from the body and minimizes odor.
- Tape shoulder to shoulder
- Left breast pocket, topstitched and double needle stitched hem
- Double needle stitched sleeve hem and bottom hem

Category A Artwork:

Item #'s 1, 2, 3, 4: All industrial men's uniform work shirts are to have the "Myrtle Beach" and "First In Service" logos embroidered above the left breast pocket. Yellow and White Shirts: Both logos are to be embroidered in one (1) color in process blue. Stitch count for the "Myrtle Beach" logo shall be a minimum of 6500 stitches. Stitch count for the "First In Service" logo shall be a minimum of 1700 stitches. See Attachment 1 - Example #1.

<u>Item #'s 5, 6, 7, 8, 9, 10:</u> All pocket T- shirts are to have the 3 inch in diameter City Seal screen-printed above the left breast pocket in colors of white, yellow and process blue.

All pocket T-shirts are to have the "City of Myrtle Beach" and "First In Service" logos screen-printed on the back. Both logos are to be screen-printed in one (1) color in process blue. Letters are to be approximately 1-1/4 to 1-1/2 inches in height. For High Visibility Shirts the letters are to be centered between the horizontal and vertical reflective stripes. See Attachment 1 - Example #2.

Category B Products:

<u>Item #11:</u> Uniform Pants Mens, Color: Navy Blue, unfinished lengths, Red Kap TouchTexTM Style #PT10NV or approved equal. (Indicate pricing for Regular Sizes (32 - 42), Oversize (44 – 56) and Tall & Oversize sizes on the Price Schedule.)

- 8 ounce 65% polyester, 35% cotton
- Button closure waistband, interlined to retain shape
- Heavy duty brass zipper
- Two (2) slack style front pockets
- Two (2) set in hip pockets, left with button closure

<u>Item #12:</u> Uniform Pants, Mens, Color: Tan, unfinished lengths, Red Kap TouchTexTM Style #PT10TN or approved equal. (Indicate pricing for Regular Sizes (32 - 42), Oversize (44 - 56) and Tall & Oversize sizes on the Price Schedule.)

- 8 ounce 65% polyester, 35% cotton
- Button closure waistband, interlined to retain shape
- Heavy duty brass zipper
- Two (2) slack style front pockets
- Two (2) set in hip pockets, left with button closure

Category C Products:

<u>Item #13:</u> Coverall, Heavyduty, Short Sleeve, Color: Navy Blue, Adult Standard and Tall Lengths, Red Kap Style #CP40 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- 5.00 ounce Poplin 65% polyester 35% combed cotton twill
- One (1) piece topstitched collar
- Back side pleats
- Two (2) way zipper front closure with heavy duty brass zipper
- Two (2) set-in front pockets
- Two (2) patch hip pockets
- Two (2) chest pockets (right chest pocket has functional flap)
- Sleeves and legs are to be hemmed
- Soil release finish

<u>Item #14:</u> Coverall, Heavyduty, Long Sleeve, Available in Color: Navy Blue, Adult Standard and Tall Lengths, Red Kap Style #CT30 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- 5.0 ounce Poplin 65% polyester 35% cotton twill
- One piece topstitched collar
- Back side pleats
- Two (2) way zipper front closure with heavy duty brass zipper
- Two (2) set-in front pockets
- Two (2) patch hip pockets
- Two (2) chest pockets (right chest pocket has functional flap)
- Sleeves and legs are to be hemmed
- Soil release finish

<u>Item #15:</u> Team Jacket, Color: Solid Navy Blue, Adult Standard and Tall Lengths, Red Kap Style #JT38 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- 7.25 ounce 65% polyester 35% cotton twill
- Perma-Lined
- Rib knit collar, cuffs and waistband
- Zip front closure with heavy duty brass zipper
- Two (2) welted slash pockets and utility pocket on left sleeve

<u>Item #16:</u> Waterproof Insulated Bomber Jacket, Color: Safety Orange/Black, ANSI 107 Class 3, CornerStone #CSJ500 or approved equal. Adult Standard and Tall Lengths. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- ANSI 107 Class 3 Compliant
- 300-denier oxford shell with durable water repellent (DWR) finish
- 5.2 ounce, 100% polyfill insulation, box diamond quilted body and sleeve lining
- Safety Orange with black bottom front and lower sleeves
- Fabric waterproof rating: 5000MM
- Fully seam-sealed
- Adjustable, zip-removable rain hood with hook and loop closure and toggles
- Durable, reflective 2 inch tape meets ANSI 107 requirements and provides 360-degree visibility on body and sleeves
- Full-length exterior storm flap with hook and loop closure
- Left chest bellows pocket with flap and hook and loop closure
- Two open lower front pockets
- Molded center front zippered closure with rubber zipper pull
- Elastic cuffs with adjustable hook and loop closures
- Elastic hem
- Port pocket for easy embroidery access

<u>Item #17:</u> Waterproof Parka, Color: Safety Orange/Black, ANSI 107 Class 3, CornerStone #CSJ24 or approved equal Adult Standard and Tall Lengths. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- ANSI 107 Class 3 Compliant
- 100% polyester shell and lining
- 5.2 ounce, 100% polyfill insulation, box diamond quilted body and sleeve lining
- Safety Orange with black bottom front and lower sleeves
- Fabric waterproof rating: 8000MM
- Fully waterproof and seam-sealed shell
- Adjustable, stowable hood

- Durable, reflective 2 inch tape meets ANSI 107 requirements and provides 360-degree visibility on body and sleeves
- Full-length exterior storm flap with snap closure
- Two lower front pockets with flaps and hook and loop closure
- Molded center front two-way zippered closure
- Half elastic adjustable tab cuffs with hook and loop closures
- Adjustable drawcord waist and hem

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<u>Item #18:</u> Safety Heavyweight Parka, Color: Safety Yellow/Black, ANSI 107 Class 3, Port Authority #J799S or approved equal. Adult Standard and Tall Lengths. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- ANSI 107 Class 3 Compliant
- 100% polyester shell with water-resistant finish
- 100% polyester quilted lining
- 6-ounce polyfill insulation (body), 4-ounce polyfill insulation (sleeves)
- Safety yellow with black bottom front and lower sleeves
- Fabric waterproof rating: 8000MM
- Fully seam-sealed
- Adjustable, snap-removable hood
- Durable, reflective 2 inch tape meets ANSI 107 requirements and provides 360-degree visibility on body and sleeves
- Full-length interior and exterior storm flap with snap closures
- Waterproof zippered pockets
- Two lower front bellowed pockets with flaps and snap closures
- Molded center front two-way zipper
- Elastic cuffs with and molded tabs with adjustable hook and loop closures
- Interior pocket
- Adjustable drawcord waist and hem
- Port Pocket for easy embroider access

Category C Artwork:

Item #'s 13, 14, 15, 16, 17, 18: All coveralls and jackets are to have the "Myrtle Beach" and "First In Service" logos embroidered on the front left. Stitch count for the "Myrtle Beach" logo shall be a minimum of 6500 stitches. "Myrtle" will be in white thread and "Beach" will be in yellow thread. Stitch count for the "First In Service" logo shall be a minimum of 1700 stitches in white thread. See Attachment 1 - Example #3.

SCOPE OF WORK (continued)

Category D Products:

<u>Item #19:</u> Cuffed Toboggan, Color: Navy, Yupoong Style #1501 or approved equal. (Indicate pricing for Regular Sizes (adult) on the Price Schedule.)

- 100% Turbo Acrylic
- Rolled Cuff

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<u>Item #20:</u> Cuffed Toboggan, Color: Orange, Cornerstone Style # CS800 or approved equal. (Indicate pricing for Regular Sizes (adult) on the Price Schedule.)

- 100% Acrylic
- ½ inch 3M Scotchlite Reflective around band in cuff
- Rolled Cuff

Category D Artwork:

Item #'s 19 & 20: All toboggans are to have the "Myrtle Beach" and "First In Service" logos embroidered on the cuff. Stitch count for the "Myrtle Beach" logo shall be a minimum of 6500 stitches. "Myrtle" will be in white thread and "Beach" will be in yellow thread. Stitch count for the "First In Service" logo shall be a minimum of 1700 stitches in white thread. See Attachment 1 - Example #4.

Category E Products:

<u>Item #21:</u> Adult Crewneck Sweatshirt, Color: Navy, Style #18000 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X - 6X) and Tall & Oversize sizes on the Price Schedule.)

- 8.0 ounce 50/50 poly/cotton fabric
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex

<u>Item #22:</u> Adult Crewneck Sweatshirt, Color: Safety Orange, Style #18000 or approved equal. (Indicate pricing for Regular Sizes (small – extra large), Oversize (2X – 6X) and Tall & Oversize sizes on the Price Schedule.)

- 8.0 ounce 50/50 poly/cotton fabric
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex

SCOPE OF WORK (continued)

<u>Item #23:</u> Adult Hooded Sweatshirt, Color: Navy, Gildan Heavy Blend, Style #18500 or approved equal. (Indicate Tall and Big sizes available on Bid Price Schedule page.)

- 8.0 ounce 50/50 poly/cotton fabric
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex
- Double-lined hood with dyed-to-match drawcord
- Front Pouch Pocket

<u>Item #24:</u> Adult Hooded Sweatshirt, Color: Safety Orange, Gildan Heavy Blend, Style #18500 or approved equal. (Indicate Tall and Big sizes available on Bid Price Schedule page.)

- 8.0 ounce 50/50 poly/cotton fabric
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex
- Double-lined hood with dyed-to-match drawcord
- Front Pouch Pocket

<u>Item #25:</u> Adult Full Zip Hooded Sweatshirt, Color: Navy, Gildan Heavy Blend, Style #18600 or approved equal. (Indicate Tall and Big sizes available on Bid Price Schedule page.

- 8.0 ounce 50/50 poly/cotton fabric
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex
- Unlined hood with dyed-to-match drawcord
- Front Pouch Pockets
- YKK Metal Zipper

<u>Item #26:</u> Adult Full Zip Hooded Sweatshirt, Color: Safety Orange, Gildan Heavy Blend, Style #18600 or approved equal. (Indicate Tall and Big sizes available on Bid Price Schedule page.

- 8.0 ounce 50/50 poly/cotton fabric
- Double-needle stitching at waistband and cuffs
- 1x1 rib knit collar, cuffs and waistband with spandex
- Unlined hood with dyed-to-match drawcord
- Front Pouch Pockets
- YKK Metal Zipper

SCOPE OF WORK (continued)

Category E Artwork:

<u>Items #21 thru #26:</u> All navy sweatshirts are to have the "Myrtle Beach" and "First In Service" logos embroidered on the front left. Stitch count for the "Myrtle Beach" logo shall be a minimum of 6500 stitches. "Myrtle" will be in white thread and "Beach" will be in yellow thread. Stitch count for the "First In Service" logo shall be a minimum of 1700 stitches in white thread. See Attachment 1 - Example #3.

ATTACHMENT #1

Industrial Men's Uniform Work Shirts

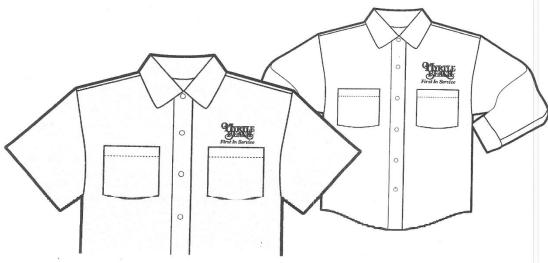
Artwork for Embroidery on Yellow and White long and short sleeve uniform work shirts.

Left chest Embroidery: "Myrtle Beach First In Service"

Embroidery Color: One color process blue

Logo (3.47 inches wide x 2.34 inches high)





Pocket T-Shirts

Artwork for Screen-Printing on all short and long sleeve Tee Shirts

Left Chest Screen-Printing - Myrtle Beach City Seal: The City Seal shall be three (3) colors. The colors are to be white, yellow, and process blue. The diameter of the City Seal is to be approximately three (3) inches in diameter. Stitch count for the City Seal is approximately 8110 stitches.

Back Print Screen-Printing: "City of Myrtle Beach - FIRST IN SERVICE" lettering in process blue ink approximately 10.6 inches wide and 5.15 inches high. On the high visibility shirts the printing should be centered between the reflective stripes.



Men's Coveralls, Team/Safety Jackets and Sweatshirts

Artwork for Embroidery on long and short sleeve Coveralls, Team/Safety Jackets and Sweatshirts (Orange and Navy).

Front Embroidery: "Myrtle Beach" logo with "First In Service"

Embroidery Thread Colors: Myrtle in White, Beach in Yellow

First in Service in White

Size: (3.25 inches wide x 2.25 inches high)



Cuffed Toboggan Hats

Artwork for Embroidery on Cuffed Toboggan Hats, Blue and Orange.

Front Embroidery: "Myrtle Beach" logo with "First In Service"

Embroidery Thread Colors: Myrtle in White, Beach in Yellow

First in Service in White

Size: (2.75 inches wide x 1.5 inches high)





Price Schedule - Category A

ruei sur	charges, environmental, hazardous material	nanai	ing and	disposal fees, and	an other fees a	appiicable.
Item #	Description Category A - Shirts	Qty	Unit	Unit Bid Price/ Regular Sizes	Unit Bid Price/ Oversize	Unit Bid Price/Tall & Oversize
1.	Men's Industrial Uniform Work Shirt, Short Sleeve, Yellow, Port Authority Style #S508 or approved equal Mfg, and Style # Bid:	1	Each	\$	\$	\$
2.	Men's Industrial Uniform Work Shirt, Long Sleeve, Yellow, Port Authority Style #S608 or approved equal Mfg, and Style # Bid:	1	Each	\$	\$	\$
3.	Men's Industrial Uniform Work Shirt, Short Sleeve, White, Port Authority Style #S508 or approved equal Mfg. and Style # Bid:	1	Each	\$	\$	\$
4.	Men's Industrial Uniform Work Shirt, Long Sleeve, White, Port Authority Style #S608 or approved equal Mfg. and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE: _	
COMPANY NAME:	
EMAIL ADDRESS:	

Price Schedule – Category A (continued)

Item #	Description Category A - Shirts	Qty	Unit	Unit Bid Price/ Regular Sizes	Unit Bid Price/ Oversize	Unit Bid Price/Tall & Oversize
5.	Pocket T-Shirts, Short Sleeve, Yellow, Hanes Adult Tagless Beefy- T Style #5190 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
6.	Pocket T-Shirts, Short Sleeve, White, Hanes Adult Tagless Beefy- T Style #5190 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
7.	Pocket T-Shirts, Long Sleeve, Yellow, Hanes Adult Tagless Style #5586 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
8.	Pocket T-Shirts, Long Sleeve, White, Hanes Adult Tagless Style #5586 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE:	
COMPANY NAME:	
EMAIL ADDRESS:	

Price Schedule – Category A (continued)

Item #	Description Category A - Shirts	Qty	Unit	Unit Bid Price/ Regular Sizes	Unit Bid Price/ Oversize	Unit Bid Price/Tall & Oversize
9.	High Visibility Pocket T-Shirts, Short Sleeve, Orange, ANSI 107 Class 2 Mesh Tee, CornerStone Style #CS200 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
10.	High Visibility Pocket T-Shirts, Long Sleeve, Orange, ANSI 107 Class 2 Mesh Tee, CornerStone Style #CS201 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE:						
COMPANY NAME:						
EMAIL ADDRESS:						
	o-exceed percentage of price increase to be considered, if needed, should the dditional terms (not to exceed 5% for each year):					
Second Year:	_% Applied to first year price(s)					
Third Year:	_% Applied to second year price(s)					
Fourth Year:	_% Applied to third year prices(s)					
Fifth Year:	_% Applied to fourth year prices(s)					

Price Schedule - Category B

	charges, environmental, hazardous mat			•		
Item	Description	Qty	Unit	Unit Bid	Unit Bid	Unit Bid
#	Category B - Pants			Price/	Price/	Price/Tall &
				Regular Sizes	Oversize	Oversize
11.	Uniform Pants Men's, Navy Blue, Style #RedKap Touch Tex Style #PT10NV or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
12.	Uniform Pants Men's, Tan, Style #RedKap Touch Tex Style #PT10TN or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE:						
COMPANY NAME:						
EMAIL ADDR	EMAIL ADDRESS:					
	w a not-to-exceed percentage of price increase to be considered, if needed, should the wed for additional terms (not to exceed 5% for each year):					
Second Year: _						
Third Year: _						
Fourth Year: _						
Fifth Year: _						

Price Schedule – Category C

Item	Description Description		Unit	Unit Bid	Unit Bid	Unit Bid
#	Category C – Coveralls and	Qty	Umi	Price/	Price/	Price/Tall &
#	_ ·					
	Jackets	_		Regular Sizes	Oversize	Oversize
13.	Coverall, Heavyduty, Short Sleeve,	1	Each	\$	\$	\$
	Navy Blue, RepKap Style #CP40 or					
	approved equal					
	Mfg and Style # Bid:					
14.	Coverall, Heavyduty, Long Sleeve,	1	Each	\$	\$	\$
	Navy Blue, RepKap Style #CT10 or					
	approved equal					
	Mfg and Style # Bid:					
	5					
15.	Team Jacket, Solid Navy Blue,	1	Each	\$	\$	\$
	Standard, RedKap Style #JT38 or			'	'	
	approved equal					
	office of the same					
	Mfg and Style # Bid:					
	8					
16.	Waterproof Insulated Bomber	1	Each	\$	\$	\$
	Jacket, Safety Orange/Black, ANSI					,
	107 Class 3, CornerStone Style					
	#CSJ500, or approved equal					
	" coroot, or approved equal					
	Mfg and Style # Bid:					
	This and beyou ii blu.					

AUTHORIZED SIGNATURE:	
COMPANY NAME:	
EMAIL ADDRESS:	

Price Schedule – Category C (continued)

Item #	Description Category C – Coveralls and Jackets	Qty	Unit	Unit Bid Price/ Regular Sizes	Unit Bid Price/ Oversize	Unit Bid Price/Tall & Oversize
17.	Waterproof Parka, Safety Orange/Black, ANSI 107 Class3, CornerStone Style #CSJ24, or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
18.	Safety Heavyweight Parka, Safety Yellow/Black, ANSO 107 Class 3, Port Authority Style J799S, or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE:						
COMPANY NAME:						
EMAIL ADDRESS:						
	to-exceed percentage of price increase to be considered, if needed, should the additional terms (not to exceed 5% for each year):					
Second Year:	% Applied to first year price(s)					
Third Year:	% Applied to second year price(s)					
Fourth Year:	% Applied to third year prices(s)					
Fifth Year:						

Price Schedule - Category D

	of such ages, environmental, nazardous material manding and disposarices, and an other rees applicable.					
Item	Description	Qty	Unit	Unit Bid	Unit Bid	Unit Bid
#	Category D - Hats			Price/	Price/	Price/Tall &
	g- ,			Regular Sizes	Oversize	Oversize
19.	Cuffed Toboggan, Navy Blue, Yupoong Style #1501 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
20.	Cuffed Toboggan, Orange, Cornerstone Style CS800 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE:						
COMPANY NAME:						
EMAIL ADDRESS:						
	e-exceed percentage of price increase to be considered, if needed, should the ditional terms (not to exceed 5% for each year):					
Second Year:	_% Applied to first year price(s)					
Third Year:	_% Applied to second year price(s)					
Fourth Year:	_% Applied to third year prices(s)					
Fifth Year:	_% Applied to fourth year prices(s)					

Price Schedule - Category E

	charges, environmental, hazardous mat	1				
Item	Description	Qty	Unit	Unit Bid	Unit Bid	Unit Bid
#	Category E - Sweatshirts			Price/	Price/	Price/Tall &
				Regular Sizes	Oversize	Oversize
21.	Adult Crewneck Sweatshirt, Navy, Gildan Heavy Blend, Style #18000 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
22.	Adult Crewneck Sweatshirt, Safety Orange, Gildan Heavy Blend, Style #18000 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
23.	Adult Hooded Sweatshirt, Navy, Gildan Heavy Blend, Style #18500 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
24.	Adult Hooded Sweatshirt, Safety Orange, Gildan Heavy Blend, Style #18500 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNATURE: _	
COMPANY NAME:	
EMAIL ADDRESS:	

Price Schedule – Category E (continued)

Item #	Description Category E - Sweatshirts	Qty	Unit	Unit Bid Price/ Regular Sizes	Unit Bid Price/ Oversize	Unit Bid Price/Tall & Oversize
26.	Adult Full Zip Hooded Sweatshirt, Navy, Gildan Heavy Blend, Style #18600 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$
25.	Adult Full Zip Hooded Sweatshirt, Safety Orange, Gildan Heavy Blend, Style #18600 or approved equal Mfg and Style # Bid:	1	Each	\$	\$	\$

AUTHORIZED SIGNAT	TURE:
COMPANY NAME:	
EMAIL ADDRESS:	
	-exceed percentage of price increase to be considered, if needed, should the ditional terms (not to exceed 5% for each year):
Second Year:	_% Applied to first year price(s)
Third Year:	_% Applied to second year price(s)
Fourth Year:	_% Applied to third year prices(s)
Fifth Year:	_% Applied to fourth year prices(s)

ADDITIONAL TERMS AND CONDITIONS

1)	
1)	
2)	
<i>2)</i>	
3)	
st anv ex	aceptions to specifications:
is curry cri	

BID AND SIGNATURE DOCUMENT

Bid Number: 22-B0042

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):	



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

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

Cit	y of MB Business License Number:	Date issued:
	OT Horry County License Number	
Com	plete all areas below. Incomplete forms i	nay 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 C	City of Myrtle Beach / Horry County / NESA area:
	Year:	County: (Name of County)
****	***********	****************
The fals	undersigned also acknowledges that any	ates that the foregoing statements are true and correct. person, firm, corporation or entity intentionally submitting qualify for local preference shall be prohibited from bidding tes for a period of one (1) year.
Aut	chorized Signature:	Date:
Dri	ntad Nama & Titla:	Dhone

LOCAL VENDOR PREFERENCE continued

Bid Amount	Within City Limits	Within Horry County	Within NESA Area
From \$7,500.01 to \$25,000.00	5% of Bid	4% of Bid	3% of Bid
\$25,000.01 and up	\$500.00 plus 4% of amount above \$25,000.00 with the maximum being \$2,000.00 including the \$500.00	\$400.00 plus 3% of amount above \$25,000.00 with the maxium being \$1,800.00 including the \$400.00	\$300.00 plus 2% of amount above \$25,000.00 with the maxium being \$1,600.00 including the \$300.00

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

The vendor must submit this copy of the Local Vendor Preference Certificate with their 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.