

# **City of Myrtle Beach Invitation for Bid**

## **IFB 19-B0063 Portable Toilet Units**

**Issue Date: November 13, 2018**



*First in Service*

**Issued By:**

**Purchasing Division  
3231 Mr. Joe White Avenue  
Myrtle Beach, SC 29577  
Phone: 843-918-2170  
[www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)**

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



INVITATION FOR BID	
IFB # 19-B0063 Portable Toilet Units	
Buyer Contact:	Ruth Burleson 843-918-2173 rburleson@cityofmyrtlebeach.com
<b>Mandatory Pre-Bid Conference:</b> On-time attendance/sign-in is required for bid consideration.	N/A
<b>Opening Date &amp; Time:</b>	<b>10:00 November 27, 2018</b>
Bid Opening Location:	City of Myrtle Beach Purchasing Office 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

**Please Note:** Bids for a service \$25,000.00 or greater must be accompanied by a bidder's bond in the amount of five percent (5%) of the total dollar amount of the bid submitted, payable to the City of Myrtle Beach.

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

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

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

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

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

**Bidder to complete this section:**

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

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

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

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

**Please note:** Signature is required on page 21.

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

**1.0 SUMMARY**

**1.01 DOCUMENT INCLUDES:**

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  - 2.01 Equal Weight and Force
  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
  - 2.04 Written Addenda
- 3.0 Requirements for Written Bid Documents
  - 3.01 Availability of Documents
  - 3.02 Responsive Bids
  - 3.03 Non-Responsive Bids
  - 3.04 Document Completion
  - 3.05 Contents of Bid Packet
  - 3.06 Single Package Requirement
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  - 3.09 Document Ownership
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- 6.0 Tax Information
  - 6.01 Sales Tax/Federal Tax
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- 7.0 Material Assessment
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  - 7.05 Sample Ownership
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  - 7.07 Quality of Items
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  - 8.01 Authority of Specifications
  - 8.02 Equipment
  - 8.03 Deviation from Specifications
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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 Availability of Documents.** Bid documents may be obtained through the City of Myrtle Beach website ([www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Bid documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Bids.** The City of Myrtle Beach will review bids on a pass/fail basis to determine whether the bid is “responsive” to this IFB. A responsive bid will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a bid is responsive.

- 3.03 Non-Responsive Bids.** Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A bid and signature document is provided as part of the solicitation. This form must be used in submitting a bid and all pages of the bid document must be completely filled out in blue ink and signed by the Bidder. No bid shall be accepted unless submitted on the forms furnished herein. The format of the bid documents shall not be altered in any way. Written errors made on the bid documents prior to submission must be corrected by marking through the entry in blue ink and making the correct entry adjacent to the written error and initialed by the Bidder in blue ink.
- 3.05 Contents of Bid Packet.** The general instructions, scope of work and/or specifications, and the bid and signature document constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. Alternative bids shall not be considered. All bid packet documents, after completion by the Bidder, must be returned with the bid in the same order as received by the Bidder.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this bid request, submit one complete bid package using the attached form(s), if applicable, for bid pricing.
- 3.07 Bid Submission.** Each bid must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and bid number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the bid is considered nonresponsive. It is the Bidder's responsibility to ensure that the bid is delivered by the official opening date and time. Bids submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Bidder. Late bids shall not be opened and will be returned to the Bidder unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Bid Delivery/Opening.** All bids must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Bids received prior to the advertised hour of opening shall be securely kept sealed. Bids shall be opened and read publicly at the time so specified on the front cover sheet.



- 3.09 Document Ownership.** All documents, reports, bids, submittals, working papers or other material submitted to the City from the Bidder shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Bidder. The Bidder shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

#### **4.0 FULL EXAMINATION:**

- 4.01 Thorough Investigation.** Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Bidder from any obligation in respect to the bid.
- 4.02 Pre-Bid Meetings.** When Bidders are required to make site visits or attend mandatory pre-bid meetings, all expenses shall be paid for by the Bidder, unless previous written arrangements are made with the City. Bidder must be physically present at the sign-in location with the Buyer at the start of the meeting. The official start of each pre-bid meeting will be determined by the Buyer with an announcement of the time and the final closing for contractors to sign-in. Any contractor arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-bid meeting, and any bid received shall be considered non-responsive.
- 4.03 Evidence of Examination.** Submission of a bid shall be considered as conclusive evidence of the Bidder's complete examination, understanding and acceptance of the specifications.

#### **5.0 PRICING:**

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

increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

- 5.04 Price Evaluation.** The City of Myrtle Beach shall evaluate the Bidder's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other bids submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the bid price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the bid response. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the City. The City may determine that a bid is unacceptable if the proposed price is materially unbalanced between line items.

## **6.0 TAX INFORMATION:**

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

## **7.0 MATERIAL ASSESSMENT:**

- 7.01 Product Documentation.** Bid shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
- 7.02 Safety Data Sheet (SDS).** If so requested in the bid documents, a completed SDS for the item(s) indicated must be provided with the bid documents. Failure to submit this form upon request may result in rejection of bid.
- 7.03 Evidence of Work/Product.** All Bidders must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with bid.

- 7.04 Sample Submission.** When samples are required with a bid, they must be submitted with the bid unless approved by the purchasing manager or purchasing manager's authorized representative.
- 7.05 Sample Ownership.** Samples submitted shall become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Bidder unless previous written arrangements are made with the City.
- 7.06 Furnished Items.** Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- 7.07 Quality of Items.** Bidders shall submit, with their bid, data necessary to evaluate and determine the quality of the item(s) they are bidding. Unless otherwise specified, the Bidder shall unconditionally guarantee the items and workmanship being bid. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Bidder, upon notification and at the expense of the Bidder, shall replace the items to the complete satisfaction of the City. Upon the Bidder's failure to replace items, the City may return the rejected items to the Bidder at the Bidder's risk and expense, or the City may dispose of them as its own property.

## **8.0 CHANGES IN SPECIFICATIONS:**

- 8.01 Authority of Specifications.** It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer, agent, or employee of the City shall affect or modify any of the terms and conditions.
- 8.02 Equipment.** If this bid is for the purchase of equipment, the Bidder guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
- 8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Bidder strictly accountable to the specifications as written herein.
- 8.04 Material Preference.** The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one

proponent can submit a bid.

**8.05 Changes after Award.** Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Bidder.

**8.06 Equivalent Items.** For items identified in this bid as “brand name or equal,” the Bidder’s offer must indicate each product that is being offered as an “equal” product by providing the following information:

- A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in the bid
- B. A clear identification of the item by brand name and make/model number (if any)
- C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the purchasing buyer
- D. A clear description of any modifications the Bidder plans to make in a product so that it conforms to the bid requirements

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

## **9.0 MODIFICATIONS:**

**9.01 Additional Work.** The bid shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.

**9.02 Adjustments to Items/Work.** The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

## **10.0 BOND REQUIREMENTS:**

**10.01 Bid Bonds.** If required, Bidder shall supply a bid bond of 5% of the total bid amount to be submitted with the bid package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.

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

## **11.0 DELIVERY:**

**11.01 Warehouse Deliveries.** Unless otherwise stated in the special instructions section of this bid request, deliveries shall be accepted during the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding City holidays.

**11.02 Dates.** The delivery date as stated in the bid shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the Bidder shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The Bidder certifies that the delivery shall be completed in the time the Bidder states, starting at the time the order is placed, provided that the time between the bid opening and the placing of the order does not exceed the number of days stipulated in the bid. The right is reserved to reject any bid on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

**11.03 Delivery Price.** Bid prices are to be Delivered Price (FOB Destination). Bid prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not be responsible for any demurrage charge(s).

**11.04 Documentation.** Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).

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

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

**12.01 Award Criteria.** For service and supply-related requirements, the award shall be made within the time specified to the responsible Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use.

The following criteria may also be used in making this determination:

- A. Superior quality and specification adherence
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees and warranties
- E. Company's reputation and financial status
- F. Past experience and cost with similar or like equipment or service
- G. Anticipated future cost and experience
- H. Performance of proponent's equipment by other agencies, plants, and firms

Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

**12.02 Contract Issuance.** The award of a contract is accomplished by executing a written agreement that incorporates the entire bid, Bidder's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Bidder agrees to accept the contract terms unless substantive changes are made without the approval of the Bidder. Bidder shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.

**12.03 Commencement of Work.** Upon execution and delivery of the contract and insurance certificates, the Bidder shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through \_\_\_\_\_. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Purchasing Office.

**12.04 Contract Timeline.** In the event the successful Bidder fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the bid, the bid may be revoked, and all obligations of the City in connection with the bid may be canceled.

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

**12.06 City Business License.** The successful Bidder must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not required to submit a bid; however, any bidder that receives an award under this bid shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.

### **13.0 BIDDER RESPONSIBILITIES:**

**13.01 Duration of Bid.** Bid prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the bid. The successful bid shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified bid time. Price decreases or changes in terms by others after the acceptance of a bid shall not be considered.

**13.02 Transfer of Responsibilities.** The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.

**13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Bidders are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a bid, Bidder certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Bidder to uphold and enforce this policy is subject to termination of contract.

**13.04 Subcontractors.** The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Bidder shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

**13.05 Coordination and Contact.** The selected Bidder shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their bid, whether they are the manufacturer or producer of them. Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent

of the City. Further, the City of Myrtle Beach shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Bidders who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

**13.06 Liquidated Damages.** If the Bidder fails to deliver the supplies or perform the services within the time specified in the contract, the Bidder shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$\_\_\_\_\_ per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate bidder. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Bidder shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Bidder.

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

#### **14.0 INDEMNITY CLAUSE:**

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

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

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

**15.01 Employment Regulations.** Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve-month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the



following:

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

**15.02 Employment Discrimination.** During the performance of this bid, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, orientation, age, disability, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this bid. Furthermore, the Bidder agrees that this non-discriminatory agreement shall be incorporated by the Bidder in all contracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

**15.03 Compliance with Laws.** The Bidder shall, in the performance of work under this bid, fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, or ordinances, and shall hold the City harmless from any liability resulting from failure of such compliance.

## **16.0 FINANCIAL ACCOUNTING:**

**16.01 Representation.** The selected Bidder shall assign a competent account representative acceptable to the City of Myrtle Beach who shall represent the Bidder in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the bid. Records shall be kept in accordance with sound, generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this bid. If the account representative is removed by the Bidder, the new representative must be acceptable to the City.

**16.02 Payment.** Inspection and acceptance of the material, goods, and/or service by an authorized representative of the City shall be required prior to any payment. After acceptance by the City, payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice.

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

**17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a bid if:

- A. The Bidder misstates or conceals any material fact in the bid; or if,

- B. The bid does not strictly conform to the law or requirements of the bid; or if,
- C. The bid is conditional, except that the Bidder may qualify his/her bid for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis bid must include all items upon which bids are invited.

**17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any bid.

**17.03 Determination of Responsibility.** The City may make such investigation as it deems necessary to determine the ability of a Bidder to furnish the required goods/services, and the Bidder shall furnish to the City any requested information and data for this purpose at the Bidder’s expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Bidder if the evidence fails to satisfy the City that such Bidder is properly qualified to carry out the terms of this bid.

**17.04 Disqualification.** Any of the following factors may be considered just cause to disqualify a bid without further consideration: evidence of either direct or indirect collusion among bidders in regard to the amount, terms, or conditions of the bid; attempts to improperly influence any member of the evaluation team; evidence of bidder’s inability to successfully complete required responsibilities and obligations of the bid; existence of any lawsuit, unresolved contractual claim, or dispute between the bidder and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.

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

## **18.0 DISPUTES AND PROTESTS:**

**18.01 Informal Dispute Resolution.** A Bidder who has a concern with a decision made by the Purchasing Agent or designee, shall first inform the Purchasing Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City’s website stating its intention to make a contract award, or the contract is awarded, whichever occurs first, unless the bid document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Bidder in an attempt to resolve the dispute.

**18.02 Formal Dispute Resolution.** A Bidder who has a dispute that cannot be resolved by informal efforts may file a written protest with the City of Myrtle Beach in connection with any of the following:

- A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or agreement was improper.

**18.03 Procedures/Timelines.** A formal protest may be filed in the following manner:

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

**18.04 Stay of the Procurement.** When a protest has been timely and appropriately filed before the award of a contract or agreement, the contract or agreement shall not be awarded unless the Purchasing Agent or designee determines that the award of the contract or agreement during the pendency of the protest is necessary to protect substantial interests of the City.

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

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

**18.06 Post-Filing Formal Protest Process.** Once a protest has been filed appropriately, the Purchasing Agent or designee may, in its sole discretion, may engage in any or all of the following:

- A. Hold a conference between all parties to the protest in which resolution options are explored.
- B. Conduct an investigation of the merits of the protest allegations.
- C. Order the parties to the protest to engage in certain methods of discovery and set limits in terms of discovery scope and time.
- D. Schedule and conduct a protest hearing.

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

**18.07 Formal Protest Decision Timeline and Notification.** A decision on a protest shall be made by the Purchasing Agent or designee as expeditiously as possible, but no later than ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Purchasing Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.

**18.08 Appeals.** To the extent permitted by law or court rules regarding appeals, an appeal of the decision regarding the protest may be made to a court of competent jurisdiction within the time set forth in the Rules.

## **19.0 CITY RESERVED RIGHTS:**

**19.01 Reserved Rights.** The City of Myrtle Beach expressly reserves the following rights:

- A. To reject any and/or all irregularities in the bids submitted
- B. To reject any and all bids, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences,

compliance with specifications, and other such factors as may be necessary in the circumstances.

- D. To make the award to any Bidder who, in the opinion of senior management, is in the best interest of the City.
- E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Bidder.
- F. Only the evaluation factors specified in this solicitation shall be used as a basis for award.

**19.02 Final Judgment.** If any doubt or difference of opinion arises between the City of Myrtle Beach and the Bidder as to the interpretation of this request for bid, the decision of the City shall be final and binding upon all parties.

**19.03 Clarification.** The City of Myrtle Beach reserves the right to obtain clarification on any point in the Bidder's bid. The failure of the Bidder to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware shall be provided at no cost to the City. The City is not obliged to evaluate any or all products.

**19.04 Price Increase.** The City of Myrtle Beach reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

**19.05 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage of any items during the IFB process.

**19.06 Performance Failure.** In the event that the Bidder fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Bidder written cure notice of such failure. The Bidder shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Bidder. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Bidder exceeds the five (5) calendar days of non-performance without the approval of the purchasing manager.

**19.07 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.

**19.08 Termination for Default.** The performance of work under this bid may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Bidder, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.

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

## **20.0 ADA COMPLIANCE:**

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

## **21.0 SIGNATURES:**

**21.01 Accuracy and Completeness.** The authorized signer of the bid shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their bid for errors and omissions; that the prices stated in their bid are correct and as intended are a complete and correct statement of prices.

**21.02 Non-Collusion.** The authorized signer of the bid certifies that the bid is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude a Bidder from making a bid.

**21.03 Compliance.** By signature below the Bidder affirms that they have examined, understands and accepts all instructions, specifications and conditions, and shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Bidders as set forth in law are met.

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Signature of Bidder

Date of Signing

---

Print Name of Bidder

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

## SPECIFICATIONS

### INTENT

It is the intent of this bid to establish a term contract for the Rental of Portable Toilet Units for use at various locations throughout the City of Myrtle Beach service area (approximate fifteen (15) mile radius).

The successful Contractor shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation and all other things necessary to furnish, install and maintain the portable toilet units.

### WORK REQUIREMENTS

The City will require both “We’ll Care” ADA (American with Disabilities Act) compliant and “Fleet” standard portable toilet units manufactured by Polyjohn Enterprises Corporation, 2500 Gasper Avenue, Whiting, Indiana, 46394. All units to be furnished shall be the Polyjohn color green. **No exceptions will be allowed on manufacturer, model or color of the portable toilets.**

The successful Contractor shall provide the portable toilet units specified for use on a year round basis at various locations, for seasonal use at various locations and for use during special events on an “as needed” basis. The City shall reserve the right to request additional servicing of any unit on an “as needed” basis.

The City shall be responsible for determining the locations for all units and the placement location of all units. Locations may be subject to change based on the needs of the City. The locations and the number of units currently required at each location on a year round and seasonal basis are listed elsewhere in these bid documents.

The Contractor must be able to provide delivery and pick-up of all required units and must provide storage on contractor property for units not in use year round.

Servicing of each unit shall include pumping of the unit, washing and cleaning of the unit and the addition of necessary chemicals, deodorizer and paper products.

**Units cannot be hosed or sprayed out to clean. Units must be mopped and/or wiped clean. No run off from cleaning will be permitted.**

The Contractor shall ensure that all units used by the City are maintained in good repair at all times. The Contractor shall continually inspect and repair damaged units immediately upon discovery of needed repairs. All repairs shall be at the expense of the Contractor.

Any complaints received regarding the servicing of the units, including tipped over units, must be corrected within four (4) hours of notification.

The Contractor shall be responsible for the emergency removal and storage of all portable toilet units in use by the City in the event of a hurricane. **All units must be removed within twelve (12) hours after receiving notification from the City to remove the units and removal shall be provided at no cost to the City.**

It shall be the responsibility of the Contractor to properly transport and dispose of all waste associated with this contract. All waste disposal fees shall be at the expense of the Contractor.



## SPECIFICATIONS continued

### LOCATIONS

#### **Year Round Service**

A total of nineteen (19) portable toilet units consisting of ten (10) ADA compliant units and nine (9) standard units will be required year round. These units shall be serviced as follows:

- December, January, February – Two (2) days per week – Monday and Friday
- March, April, October, November – Three (3) days per week – Sunday, Tuesday, Friday
- May, June July, August, September – Seven (7) days per week – Sunday thru Saturday\*\*

**\*\* Servicing of units must be completed by 7:00 AM, seven (7) days a week, May 1st through September 30th.**

Location and number of the units required at each location are as follows:

<b><u>Location</u></b>	<b><u>ADA Compliant Unit</u></b>	<b><u>Standard Unit</u></b>
54th Ave North & Ocean Blvd – Cabana Park	Two (2) each	-----
24th Ave North & Ocean Blvd	One (1) each	One (1) each
16th Ave North & Chester St	One (1) each	One (1) each
6th Ave North & Ocean Blvd	One (1) each	One (1) each
3rd Ave South & Withers Swash	One (1) each	-----
19th Ave South – Midway Park	-----	Two (2) each
20th Ave South & Ocean Blvd – Hurl Rock Park	One (1) each	One (1) each
Grand Park Picnic Shelters – Forbus Ct	One (1) each	Two (2) each
Barc Parc Dog Park North – 5000 Clair Chapin Epps Dr	One (1) each	-----
Barc Parc Dog Park South – 676 Mallard Lake Dr	One (1) each	One (1) each

#### **Seasonal Service – Ballfields and Hockey Rink**

A total of fourteen (14) portable toilet units consisting of five (5) ADA compliant units and nine (9) standard units will be required during the months specified at the locations listed below. These units shall be serviced as follows:

- March thru mid December – Two (2) days per week – Monday and Thursday
- Field E only – One (1) Additional Service every Saturday in June, July and August
- Saturday servicing during other months will be requested on an “as needed” basis

**Servicing of all units must be completed by 7:00 AM on the specified days.**

## SPECIFICATIONS continued

Location and number of the units required at each location are as follows:

<u>Location</u>	<u>ADA Compliant Unit</u>	<u>Standard Unit</u>
Field E – Ned Donkle Complex -33rd Ave North	One (1) each	Two (2) each
Field G – Ned Donkle Complex -33rd Ave North	One (1) each	Two (2) each
Field 10 – Forbus Court	One (1) each	Two (2) each
Field 11 – Forbus Court	One (1) each	Two (2) each
Hockey Rink – Crabtree Lane 885 Emmons Drive	One (1) each	One (1) each

### **Special Events**

The Contractor shall provide portable toilet units for any City Department requiring the use of the units during special events. Special events may run from one (1) to several days per event. The actual length of time an event will run cannot be determined until the event is scheduled.

Units required for special events will be used primarily by the Parks Department. Such special events may include, but are not limited to, events scheduled at Doug Shaw Stadium, Chapin Park and other locations as needed. Also, additional units may be required to be set out and serviced during Memorial Weekend.

Units requested for special events must be delivered no later than 4:00 PM on the afternoon prior to the scheduled event and must be removed within twenty-four (24) hours after the conclusion of the event.

On occasion, portable sink units may also be required in addition to the portable toilet units.

### **COMPENSATION**

The City shall pay the Contractor upon satisfactory completion and acceptance by the City of each monthly service/additional service(s) requested and upon receipt, by the City, of an invoice for the completed service.

Invoices shall be submitted to the City for payment on a monthly basis for the rental of the nineteen (19) units to be used year round and for the fourteen (14) units to be used seasonally.

**The nineteen (19) units for year round use must be invoiced separately from the fourteen (14) units used on a seasonal basis.**

Invoices for the rental of units required for special events shall be submitted upon completion the required service for each special event.

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

Invoices shall include the blanket purchase order number, service location(s), service date(s), type and number of units serviced, cost for service and number of any additional services performed.

## **SPECIFICATIONS continued**

### **ADDITIONAL CONTRACTOR REQUIREMENTS**

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

In addition to the City business license referenced elsewhere in these bid documents, the successful Contractor must possess and keep current and valid at all times during the term of the contract all other applicable licenses, registrations, certifications and permits required to perform the specified work.

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

No license, registration, certification or permit shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

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

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

#### **Statutes, Regulations, Standards, Codes and Ordinances**

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

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

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

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

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

The City will reserve the right to reject any product it feels could be harmful to persons or property.

#### **Service Call Telephone Number**

The successful Contractor must maintain at all times during the term of the contract, and shall upon award of the contract provide to the City, a telephone number that can be reached twenty-four (24) hours a day, seven (7) days a week for service.

## **SPECIFICATIONS continued**

It shall be the responsibility of the Contractor to notify the City any time the service call number is changed, out of order or disconnected.

### **Attire**

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

### **No Smoking Policy**

A no smoking policy is in effect for all City property. Smoking is not allowed at any time on City premises.

## **TERM OF CONTRACT**

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

Award will be based solely on the original term of the contract. Upon successful completion of the original contract term, renewal 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 for each year that the contract is renewed.

## **BID PRICES**

Bid prices shall remain firm for the entire term of the contract.

All applicable costs, including but not limited to, delivery, servicing and pick-up of units, storage of units as required and cost to return units to the Contractor's inventory upon completion of the contract must be included in the bid prices.

**No additional charges or incidental fees of any kind will be allowed**

## **CHANGES IN SERVICE**

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

All changes must be made by the Purchasing Office and shall be documented by change order and/or on the purchase order issued for the services performed

Cost for rental and servicing of additional units shall be at the bid prices established as a result of this bid for units of the same type and having the same service requirements.

### **SPECIFICATIONS continued**

The Contractor shall be paid any outstanding balance for services performed on units to be deleted from the contract that have been completed and accepted as satisfactory by the City.

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

### **TERMINATION OF CONTRACT FOR CONVENIENCE**

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

## ADDITIONAL TERMS AND CONDITIONS

**Failure to provide all information and/or documentation requested in this bid may be grounds for disqualification of the bid.**

1. Please provide number of service trucks maintained by your company: \_\_\_\_\_
2. Please provide number of service personnel employed by your company: \_\_\_\_\_
3. List two (2) references (preferably commercial/government organizations) for whom your company has performed similar services for a period of at least six (6) months. Please include name of company, name of individual to contact, telephone number and length of service. **Do not include the City of Myrtle Beach as a reference.**

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

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

4. Insurance Requirements are attached. A Certificate of Insurance meeting all insurance requirements must be provided within five (5) working days after notice of award. **Work cannot begin until a valid Certificate of Insurance is provided meeting all requirements.**

5. List any exceptions to specifications:

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

6. A City of Myrtle Beach Business License will be required prior to commencement of work. For information, contact the Business License office at (843) 918-1200.

**City of Myrtle Beach**  
**INSURANCE REQUIREMENTS**

**PUBLIC LIABILITY AND PROPERTY DAMAGE**

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

**AUTOMOBILE LIABILITY**

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

**WORKERS' COMPENSATION INSURANCE**

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

**EXCESS LIABILITY POLICY**

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

**POLICY ENDORSEMENTS**

The following requirements shall apply to the policy(s) indicated below:

**A. General Liability and Automobile Liability**

It is understood and agreed that the City of Myrtle Beach, its officials, agents and employees are recognized as additional insured under the policy and, as such, will be provided thirty (30) days written notice by mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the City, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

**B. Workers' Compensation**

The cancellation provision is hereby amended to provide that the City of Myrtle Beach will be provided thirty (30) days written notice via mail in the event of coverage cancellation.

## **INSURANCE REQUIREMENTS continued**

### **NOTIFICATION OF INSURANCE COMPANIES**

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

### **CERTIFICATES OF INSURANCE**

Contractor shall file with the City a Certificate of Insurance, which shall be approved by the City prior to the inception of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date.

### **INSURER LICENSING AND RATING**

All insurance companies providing coverage to the City, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

### **INSURANCE COVERAGE ADJUSTMENTS**

In response to changing circumstance of loss exposures, the City reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The City will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

### **COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE**

If at any time any of the foregoing policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and submit the same for approval to the City. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

### **HOLD HARMLESS**

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.



## BID SCHEDULE

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

### BID AWARD

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

**No additional charges or incidental fees of any kind will be allowed.**

### RENTAL COSTS

#### **Monthly rental cost per unit to include servicing two (2) days per week:**

Fleet Standard Unit: \$ \_\_\_\_\_ / month

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / month

#### **Monthly rental cost per unit to include servicing three (3) days per week:**

Fleet Standard Unit: \$ \_\_\_\_\_ / month

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / month

#### **Monthly rental cost per unit to include servicing seven (7) days per week:**

Fleet Standard Unit: \$ \_\_\_\_\_ / month

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / month

**Cost for each Saturday service:**

Fleet Standard Unit: \$ \_\_\_\_\_ / service

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / service

**Cost for each additional service requested (excluding Saturday service):**

Fleet Standard Unit: \$ \_\_\_\_\_ / service

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / service

**Rental cost per unit for each Special Event (excluding additional servicing):**

Fleet Standard Unit: \$ \_\_\_\_\_ / event

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / event

Portable Sink: \$ \_\_\_\_\_ / event

**Cost for each additional service requested for each Special Event:**

Fleet Standard Unit: \$ \_\_\_\_\_ / service

We'll Care ADA Compliant Unit: \$ \_\_\_\_\_ / service

Portable Sink: \$ \_\_\_\_\_ / service

**Not-to-exceed increase per year should the contract be renewed \_\_\_\_\_%**

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

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

## BID AND SIGNATURE DOCUMENT

**Bid Number: 19-B0063**

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

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

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

Bidder-Company Name \_\_\_\_\_ Addenda Numbers Received \_\_\_\_\_

City Business License Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



First in Service

## CITY OF MYRTLE BEACH

### LOCAL VENDOR PREFERENCE

#### **TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID**

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

City of Myrtle Beach Business License: (To qualify for Local Vendor Preference vendor must have a current **City of Myrtle Beach Business License** a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

City of MB Business License Number: \_\_\_\_\_

Date issued: \_\_\_\_\_

**\*NOT Horry County License Number**

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

1. LEGAL NAME OF BUSINESS: \_\_\_\_\_

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

\_\_\_\_\_

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

(To qualify vendor must have maintained a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.)

\_\_\_\_\_

2. Year business was established in the City of Myrtle Beach / Horry County / NESA area:

Year: \_\_\_\_\_

County: \_\_\_\_\_

(Name of County)

\*\*\*\*\*

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct.

The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year.

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

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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

**LOCAL VENDOR PREFERENCE continued**

<b><u>Bid Amount</u></b>	<b><u>Within City Limits</u></b>	<b><u>Within Horry County</u></b>	<b><u>Within NESAs Area</u></b>
Up to \$5000.00	5% of Bid	4% of Bid	3% of Bid
\$5001.00 to \$10,000.00	\$250.00 plus 4% of amount between \$5001.00 and \$10,000.00	\$200.00 plus 3% of amount between \$5001.00 and \$10,000.00	\$150.00 plus 2% of amount between \$5001.00 and \$10,000.00
\$10,001.00 and up	\$450.00 plus 3% of amount above \$10,000.00 with the maximum being \$2000.00, including the \$450.00	\$400.00 plus 2% of amount above \$10,000.00 with the maximum being \$1800.00, including the \$400.00	\$300.00 plus 1% of amount above \$10,000.00 with the maximum being \$1600.00, including the \$300.00

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

**The vendor must submit a copy of their Local Vendor Preference Certificate with their bid.**

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