

**CITY OF MYRTLE BEACH
PURCHASING OFFICE**

**RFP: 17-00050
REQUEST FOR PROPOSALS**

**December 23, 2016
Contract Requirements**

**FOR: Grounds & Landscape Maintenance – Bathsheba Bowens Park,
Futrell Park, and Garden of Hope Park.**

Proposals must be received prior to 2:00 PM on January 11, 2017.

**A Mandatory Pre-Bid Meeting will be on January 03, 2017 at 2:00 PM; at the
Purchasing Office.**

**Mail Proposals to: City of Myrtle Beach Purchasing Office
PO Box 2468
Myrtle Beach, SC 29578-2468**

**OR deliver Proposals to: City of Myrtle Beach Purchasing Office
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577**

Direct questions to: Purchasing Buyer Ruth Burleson (843) 918-2173.

NO PROPOSALS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED
HEREIN. All proposals must be sealed, marked and delivered in accordance with these instructions.

Tabulations will be available on-line at www.cityofmyrtlebeach.com/purchasing.html. If more
convenient, tabulations are available for pick-up after final award. **No Tabulations will be faxed.**

**Name and Address of Proposer submitting this Proposal: (Proposer to complete the following
information)**

Name of Proposer: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____ **Fax Number:** _____

***** Proposal Number and Due Date must be shown on the outside of the sealed envelope*****

**CITY OF MYRTLE BEACH
GENERAL INSTRUCTIONS
MUST BE SIGNED AS PART OF PROPOSAL PACKAGE**

The instructions herein contained are given for the purpose of guidance in properly preparing, an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, the following general instructions will apply.

1. Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind, will be declared non-responsive.
2. All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
3. Only written information from the Procurement Manager is binding; therefore no verbal instructions or verbal information from any other source will be binding on the City. The City will not be responsible for any other explanation or interpretation and the decision of the Procurement Manager shall be final and binding upon each Offeror.
4. The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals.
5. Should the Procurement Manager deem it necessary to alter proposal specifications, those alterations will be made in the form of written addenda that will be mailed to all Offerors. These addenda shall then be considered as part of these specifications.
6. Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.
7. When brand names or trade names and model numbers followed by the words "or equivalent" or "or other approved equal" are used, it is for the quality, style and features of those brands and models. Proposals on equivalent items of substantially the same quality, style and features are then invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the units and provide for competitive evaluation with the brands or models.
8. A Proposal and Signature Document is provided as part of the specifications. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out and signed by the Offeror.
9. Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with information as stated on the cover page and delivered to the Procurement Buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive.
10. No proposals may be withdrawn later than 10:30 AM on the day of the proposal opening. No modifications, clarifications or explanations of any proposals will be allowed after the proposal is sealed and delivered to the Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577.
11. The City expressly reserves the following rights:
 - A. To reject any and/or all irregularities in the proposals submitted.
 - B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.

GENERAL INSTRUCTIONS continued

- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - D. To make the award to any Offeror who, in the opinion of management, is in the best interest of the City.
 - E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.
 - F. Only the evaluation factors specified in this solicitation may be used as a basis for award.
12. The General Instructions, Scope of Work and/or Specifications, and the Proposal and Signature Document constitute the proposal packet. By submitting a proposal, Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
13. **NO PROPOSAL WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN.** All proposals must be sealed, marked and delivered in accordance with these instructions. Proposals are not subject to a formal proposal opening.
14. Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation.
15. The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates if required. ALL APPLICABLE TAXES SHOULD BE SHOWN AS SEPARATE LINE ITEMS UNLESS OTHERWISE INDICATED.
16. The CONTRACTOR agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the CITY, 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.
17. The award will be made within the time specified to the responsible Offeror meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria will 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
18. In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City of Myrtle Beach business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.
19. Winning Offeror will be notified within a reasonable time, as judged by the City, after

GENERAL INSTRUCTIONS continued

proposal opening and evaluation of proposals.

20. If required, Offeror shall supply a **PROPOSAL BOND** of 5% of the total proposal amount. The successful Offeror at its own cost and expense shall furnish, if required, a good and sufficient **PERFORMANCE BOND** and **PAYMENT BOND** (payable to the City of Myrtle Beach) 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 more than \$20,000 in cost for construction and/or improvements. 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. Only the forms provided by the City for the Performance and Payment Bonds will be accepted.
21. No extras or additional work will be allowed or paid for unless such extras or additional work are/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.
22. The City 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.
23. The contractor agrees to indemnify and save harmless the City of Myrtle Beach, its representatives, employees and agents, from all claims, 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 and reasonable attorney fees incurred by the City in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the contractor's or manufacturer's fault or negligence.
24. 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.
25. When samples are required with a proposal, they must be submitted with the proposal unless approved by the Purchasing Manager or Purchasing Manger's authorized representative.
26. Samples submitted will become the property of the City. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.
27. When Offerors are required to make site visits or attend pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City.
28. Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
29. Offerors will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing.
30. 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.
31. Payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice after inspection by and acceptance of the material, goods and/or service by an authorized representative of the City.
32. 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.

GENERAL INSTRUCTIONS continued

33. If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
34. Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications will hold the Offeror strictly accountable to the specifications as written herein.
35. The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a proposal.
36. Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the Purchasing Division; otherwise, the responsibility for such changes shall be with the Offeror.
37. Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
38. Unless otherwise stated in the special instructions section of this proposal request, submit one complete Proposal Package using the attached form(s) for proposal price(s).
39. Unless otherwise stated in the special instructions section of this proposal request, deliveries will be accepted during the hours between 9:00 AM and 3:00 PM Monday through Thursday, excluding City holidays. **NO FRIDAY DELIVERIES UNLESS PRIOR APPROVAL BY WAREHOUSE PERSONNEL.**
40. The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it will be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery will be completed in
the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) will be responsible for making any and all claims against carriers for missing or damaged items.
41. Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration will still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contain non-firm prices.
42. Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.
43. Questions concerning the proposal requirements or specifications should be directed in writing to the Procurement Buyer shown on the front page of the Proposal package. If you need disability-related accommodations, please contact (843) 918-2170.

GENERAL INSTRUCTIONS continued

44. The City may reject a proposal if:
 1. The Offeror misstates or conceals any material fact in the proposal: or if,
 2. The proposal does not strictly conform to the law or requirements of proposal: or if,
 3. The proposal is conditional, except that the proposal may qualify his or her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.
45. The City may, however, reject all proposal whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.
46. Proposal prices are to be Delivered Price (FOB Destination). Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City will not be responsible for any demurrage charge(s).
47. Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).
48. If so requested in the proposed documents, a completed Material Safety Data Sheet for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.
49. Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:
 1. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-contractors to do the same; or
 2. To employ only workers who:
 - a. Possess a valid South Carolina Driver’s License or ID issued by the South Carolina Department of Motor Vehicles;
 - b. Are eligible to obtain a South Carolina Driver’s License or ID card in that they meet the requirements.
 - c. 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. The South Carolina Department of Motor Vehicles will post on its website a list of states where the license requirements are at least as strict as those in South Carolina.
50. If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the Contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the Contractor’s responsibility to notify the City 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).

GENERAL INSTRUCTIONS continued

The City 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. 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.

51. All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Offeror. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
52. Protest of Proposal Specifications, Contract Terms and Intent To Award
 - A. Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the City in writing within five (5) City of Myrtle Beach business days prior to proposal closing.
 - B. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms.
 - C. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) City of Myrtle Beach business days to the Procurement Buyer.
 - D. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest in paragraph A above.
 - E. Submission of a proposal without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms.
 - F. A decision by the Procurement Buyer shall be given in writing in each of such cases at least one (1) City of Myrtle Beach business day before the time set for the opening of proposals. A copy of the decision may be obtained at the Procurement Manager's Office. If, in the judgment of the Procurement Manager, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications or other contract documents will be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.
 - G. The written Purchase Order shall constitute a final decision of the City to award the contract if no written protest is filed with the City within five (5) City of Myrtle Beach business days of the posting of the Bid Tab. If a protest is timely filed, the Purchase Order is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.
 - H. Purchasing Buyer shall notify winning Offeror at which time Bid Tab will be posted on the City of Myrtle Beach website. It is the responsibility of the Offeror to check the website. Any actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror on the same solicitation shall have five (5) City of Myrtle Beach business days after the posting of Bid Tab to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's Request for Proposals.

GENERAL INSTRUCTIONS continued

- I. Offerors must submit written protests of the intent to award to the Procurement Manager in five (5) business days. The written protest must include name and contact information of the protestor, solicitation title and number, the grounds upon which the protest is based and relief expected.
53. Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened.
54. The PROPOSAL response must not contain any erasures or corrections unless the Offeror initials each change.
55. Proposal prices, terms and conditions shall be firm for a period of at least one hundred and twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the PROPOSAL. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred and twenty (120) day period, or the specified PROPOSAL time. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.
56. 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 shall not affect the contractor's responsibility in this regard.
57. 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 shall not affect the contractor's responsibility in this regard.
58. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.
59. The selected Offeror will be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Further, the City will consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size will be considered. All service and equipment offered will be in current standard production and of the latest design.
60. The selected Offeror shall assign a competent account representative acceptable to the City who will represent the Offeror in providing contracted services to the City. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.
61. If any doubt or difference of opinion arises between the City and the Offeror as to the interpretation of this RFP, the decision of the City will be final and binding upon all parties.

GENERAL INSTRUCTIONS continued

62. The City reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.

63. The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. The procurement office is the sole point of contact for the issuance of the contract.

64. The City will not be responsible for the loss or damage of any items during the RFP process.

65. In the event that the Offeror fails to perform any material obligations, the City reserves the right to give the Offeror written notice of such failure. The Offeror will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Offeror exceeds thirty (30) calendar days of non-performance.

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

67. By Signature below the Offeror avers that they have examined, understands and accepts all instructions, specifications and conditions, and will provide for appropriate insurance, deposits, and performance bonds if required, and will comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

Print Name of Offeror

Signature of Offeror

Date of Signing

Proposal tabulations will be available on-line at www.cityofmyrtlebeach.com/purchasing.html. If more convenient, tabulations are available for pick-up after final award. **No Proposal Tabulations will be faxed.**

SPECIFICATIONS

INTENT

It is the intent of this proposal to establish a term contract for Grounds and Landscape Maintenance to be performed on a year round basis at the following locations:

1. *Bathsheba Bowens Park located at 840 Nance Street.*
2. *Futrell Park located at 1100 Mr. Joe White Blvd.*
3. *Garden of Hope Park located at 1402 Dunbar Street.*

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

Damage caused by “Acts of God”, such as flooding and storm or hurricane damage, will not be covered under this contract. Additional compensation shall be negotiated between the City and Contractor for any work required due to damage caused by “Acts of God”.

The successful Contractor shall be experienced in grounds and landscape maintenance and shall have past experience with projects similar in scope, size and horticultural standards to that listed in the specifications contained herein. The Contractor shall have a staff member with an education (AS or BS) in agronomy, ornamental horticulture, turf management, or a forestry degree.

The successful Contractor shall accept responsibility for all locations in “as is” condition and, if needed, must bring any area(s) within each location up to the specification standards and then continually maintain all areas according to the specifications.

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

EXTRA WORK

If extra work should be needed that is not included or specific to this contract please include your hourly rate price on the proposal document page.

SCOPE OF WORK

The grounds and landscaped areas at each specified location must be maintained in a well-groomed manner year round, however, each location must be in peak condition during the summer months and for selected special event dates throughout the year. For these reasons, the grounds and landscape maintenance schedule shall be customized to ensure that the specified locations remain in optimum condition during the months of March through October.

Work shall include, as applicable to each location, the care and maintenance of all turf areas, plant material, plant beds, shrubs, shrub beds, trees, tree rings, pathways, walkways, sidewalks, curbing, other paved surfaces including parking areas and other areas as outlined in these specifications. Work shall include, but is not limited to, mowing, trimming, edging, weed control, pest control, fertilization, mulching, pruning, removal/replacement of dead/dying plants, shrubs and trees, irrigation maintenance and repair and waste removal and disposal. *Contractor should follow the City’s Landscape maintenance schedule and meet the American National Standards Institute (ANSI A300) guidelines for pruning & fertilization practices. This information is attached in this proposal.*

Work shall be performed weekdays, Monday – Friday during normal working hours. If needed, work can also be performed on weekends. To deter noise complaints, no noise generating equipment shall be used prior to 7:00 am on weekdays or weekends. ***Please note: Holidays that fall in the spring or summer like: Easter Weekend (Good Friday and Easter Monday), Memorial Day (Monday), July 4th, and Labor Day (Monday) the contractor will be expected to service this contract even though it's a Holiday.***

All work shall be performed with no interference to any public or private event(s) taking place at or near the specified locations.

The Contractor shall be totally responsible for the safety of the job site during maintenance activities and all associated hazards/liabilities of the work to be conducted. Sound safety practices must be adhered to at all times.

All buildings, improvements, utilities, equipment, vehicles, etc. must be protected at all times. The Contractor shall take proper measures to protect adjacent or adjoining property that might be injured or damaged by any process of the work to be done. In case of injury or damage due to negligence on the part of the Contractor in the performance of assigned duties, the Contractor shall at the Contractor's expense and to the satisfaction of the City, restore the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done.

SITE VISITS

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

The City highly recommends that Proposers perform a site visit to each location to be covered under the contract to ensure that the Proposer fully understands the work involved and the condition of the locations to be maintained. Site visits shall be performed at no cost to the City. If extra work should be needed please include your hourly rate price on the proposal sheet found on price proposal sheet.

No plea of ignorance by a Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the City or for compensation to the successful Proposer.

PRE-COMMENCEMENT MEETING

A pre-commencement meeting between the successful Contractor and the City of Myrtle Beach Parks Superintendent, or his authorized designee, will be mandatory to ensure that the Contractor fully understands all aspects of the work entailed and understands exactly what locations and areas fall within the Contractor's responsibility.

Immediately upon award of the contract, the successful Contractor shall contact the Parks Superintendent at 843-918-2390 or Inspector Clint Hallman at 843-918-2333 to schedule the pre-commencement meeting.

WORK REQUIREMENTS

For the purpose of this proposal, as applicable to each location, areas to be maintained shall be defined as follows:

Turf areas (all grassed areas), plant material, plant beds, shrubs, shrub beds, trees, tree rings, dirt pathways, pond areas, wooden walkways, gravel walk paths, playground areas, sidewalks, curbing, other paved surfaces including parking areas, decks, and sitting areas.

I. MOWING, TRIMMING AND EDGING

1. All turf areas shall be mowed once per week March through October. November through February, all turf areas shall be mowed biweekly (every other week).
 - a. Turf shall be mowed at the proper height for the species being maintained. Height of the turf shall be mowed between 2-3 inches.
 - b. Trash, litter, debris and other foreign objects must be removed from all areas to be mowed prior to mowing. Mowing over trash, litter, debris and other foreign objects will be considered unacceptable.
2. In conjunction with the mowing schedule, all turf areas shall be trimmed with a string trimmer as needed around obstacles, plant material, plant beds, shrubs, shrub beds, trees, tree rings, gravel pathways, walkways, non-paved parking areas, sidewalks, curbing, other paved surfaces including parking areas, gazebos, decks, playgrounds, and sitting areas.
3. Edging, by use of a vertical blade edger, of all plant beds, shrub beds, tree rings, sidewalks, curbing and other paved surfaces including parking areas shall be performed a minimum of twice yearly (once between March 15th and April 1st and once between August 1st and August 15th), however, a clear line of distinction must be maintained at all times which may require that edging be performed more frequently throughout the year.

II. PESTICIDES

Pesticide applications to control and deter weeds, diseases and harmful insects are included in this contract for all turf areas, plant material, plant beds, shrubs, shrub beds, trees, tree rings and other specified areas.

The Contractor shall ensure that all pesticides used are appropriately labeled for the applicable species of grass, plant material, shrub, tree and/or targeted pest to be treated and, unless specified otherwise, are applied seasonally at the appropriate time(s) and at the manufacturer's recommended rate(s).

All pesticide applications shall be performed by a certified pesticide applicator or under the direct supervision of a certified pesticide applicator commercially licensed to perform pesticide applications in the state of South Carolina.

Prior to performing any broad application of pesticide, the Contractor must notify Clint Hallman, 843-222-5482.

Spot treatment for weeds/insects (such as fire ant mounds) may be made at any time without notification.

A. Weed Control

All turf areas, plant beds, shrub beds, tree rings, walkways, gravel walk paths, playground areas, sidewalks, curbing, and other paved surfaces including parking areas shall be maintained in a weed free manner.

Weed control shall include the use of the following methods as applicable to the situation to maintain a weed free environment:

1. Pre-emergent Herbicide(s) – An appropriately timed spring application of pre-emergent herbicide shall be applied to plant beds, shrub beds and tree rings. All turf shall receive an application of a pre-emergent herbicide incorporated onto a fertilizer product. All pre-emergent products used must be approved in advance by the City.
2. Post-emergent Herbicide(s) – Post-emergent weed control shall be ongoing for all turf areas, plant beds, shrub beds and tree rings. To maintain the health and appearance of the turf, plant material, shrubs and trees, post-emergent herbicides shall be applied to emerged weeds on the same schedule as other maintenance activities. Both broadleaf and grassy weed herbicides shall be applied as necessary to maintain a weed free appearance. All post-emergent products used must be approved in advance by the City.
3. Manual or Mechanical Removal - Emerged weeds shall be removed as needed by handpicking or mechanical means.
4. Mulching - Suppression of weeds shall be assisted through required mulching practice as listed elsewhere in these specifications.
5. Weed control shall be ongoing for walkways, sidewalks, curbing, and other paved surfaces including parking areas. At minimum, to maintain a weed free environment, non-selective water based herbicide(s) shall be applied on a monthly basis to weeds growing on or in these areas. Petroleum based products **are not** acceptable and must not be used.
6. **Weed Control at the Garden of Hope** - will not consist of maintaining the garden plots located throughout the park but everything else will have to be maintained and kept weed free. Please do not spray or work-in the garden plot areas since this can cause plant damage/death to someone's garden plot area.

B. Insect and Disease Control

Visual inspections of all turf, plant material, shrubs and trees shall be performed during regular maintenance activities to detect insect problems and diseases. Insect and disease control shall consist primarily of a reactive nature (except for fire ant control) with treatments being made when significant infestations occur that will lead to death of the plant material, shrub or tree.

Due to the nature of use at these locations by the general public, special attention must be given to fire ant control. Fire ant control shall be conducted on the same schedule as other maintenance activities. All observed mounds shall be treated with a pesticide immediately upon discovery.

III. FERTILIZATION

All turf, plant material, shrubs and trees shall be fertilized once a year at the appropriate time for the species being maintained. The Contractor shall ensure that all fertilizers used are appropriately labeled for the application, are of the proper type and analysis for the species being maintained and are applied at the manufacturer recommended rate. All fertilizer selections and application methods shall be approved in advance by the City.

Prior to performing any broad application of fertilizer, the Contractor must notify Clint Hallman, 843-222-5482.

IV. MULCHING, PRUNING AND REMOVAL/REPLACEMENT OF PLANT MATERIAL, SHRUBS AND TREES

1. All plant and shrub beds shall receive two applications of mulch to a minimum of two (2) inch application of **shredded hardwood mulch** annually during the months of April and November. For Bathsheba Bowens Park and Futrell Park the Playground Mulch will be supplied by the City of Myrtle Beach when needed and you will have to call Clint Hallman #843-918-2333 to get a load of Certified Playground Mulch for the playgrounds. The Contractor will be required to install/spread the mulch at the playgrounds as part of this contract. Mulch shall be replenished when and where needed on a continuing basis.
2. Pruning of shrubs and trees shall be performed throughout the year to preserve the natural or desired growth characteristics appropriate for each species and relative to the species location, but shall not be less than twice a year during the months of March 1st-30th & October 1st-31st. The timing of this work shall be scheduled in a seasonal manner appropriate for the species being maintained. The parks division will direct you otherwise if needed. **Palm trees** shall receive special attention during seed head production with seed heads being removed immediately. All Palm tree seed head production must be removed no later than the month of August. If All pruning mentioned above has not been performed then your payment for this contract can be held until pruning is completed.
3. **Pruning should follow the American National Standard (ANSI A300) for Pruning and Fertilization standards.**

Due to the City Tree Protection Ordinance referenced elsewhere in these proposal documents, the Contractor must be judicious when pruning. All pruning shall be consistent with natural growth in lieu of pruning in balls/squares unless, when applicable, a homeowner insists otherwise. The City will, when necessary, assist in making decisions in regards to pruning.

4. Dead, broken/overhanging limbs shall be removed as discovered.
5. Upon discovery of dead or dying plant material, shrubs or trees, the Contractor shall immediately notify the City, and upon receiving approval by the City, shall remove dead or dying plant material, shrubs and trees with a caliper of six (6) inches or less. The City shall be responsible for removing dead/dying trees that are of a caliper over six (6) inches.

6. Replacement of dead or dying plant material, shrubs and trees with a caliper of six (6) inches or less shall be completed by the Contractor, at additional cost to the City, after receiving approval by the City.
 - a. Exception - Death to plant material, shrubs or trees due to negligence on the part of the Contractor in the performance of assigned duties, in which case the Contractor will be required to replace the dead plant material, shrubs or trees at the Contractor's expense.

V. IRRIGATION

1. The Contractor shall be responsible for operating and maintaining all irrigation systems which shall include, but is not limited to, monitoring time clocks and adjusting run days and run times as needed to maintain the health of all turf, plant material, shrubs and trees while minimizing water usage, adjusting irrigation heads for proper coverage and winterizing the systems.
2. The Contractor shall also be responsible for inspecting all irrigation systems for proper operation, broken irrigation heads, broken water lines and/or damage caused by contractor maintenance operations. The Contractor shall immediately, upon discovery, report any malfunctioning, damaged or broken parts to the City.
3. Repairs to the irrigation systems shall be completed by the Contractor, at additional cost to the City, upon approval by the City.
 - a. Exception - Damage to an irrigation system due to negligence on the part of the Contractor in the performance of assigned duties, in which case damage shall be repaired by the Contractor at the Contractor's expense.

VI. CLEAN UP, LITTER CONTROL AND WASTE DISPOSAL

1. All turf areas shall be maintained in a neat and well-groomed manner by removing all yard waste including accumulated grass clippings, leaves, broken branches and limbs in conjunction with the mowing schedule.
2. All plant beds, shrub beds and tree rings shall be maintained in a neat and well-groomed manner on the same schedule as other maintenance activities. Leaves, trash, litter, debris and other foreign objects shall be removed from these areas by raking or handpicking when necessary.
3. All sidewalks, gravel walk paths, curbing and other paved surfaces including parking areas adjacent to turf areas, plant beds, shrub beds and tree rings shall be swept or blown clean immediately following each mowing, trimming, edging or other maintenance operation.
4. All yard waste, trash, litter, debris and other foreign objects shall be removed from all grounds including as applicable, on, under and around the gazebos, playgrounds, and sitting areas two times weekly (Monday and Friday) year round. If for some reason the work cannot be performed on one of the days listed then it must be performed the following day and not delayed until the next pre-scheduled day.
5. *In the Event of inclement weather, please be advised that you will still have to service the Park areas preferably the next day once the weather has passed to remove the debris and trash.*

The Contractor shall notify the City when problems are observed with the park areas like damage to fencing, playgrounds, sitting areas, etc...

6. The Contractor shall be responsible for the removal and proper disposal of all yard waste, trash, litter and debris associated with the work being performed immediately upon completion of each maintenance operation and shall be responsible for all costs/fees associated with the disposal.
7. **The Contractor will be responsible for dumping the trash containers located within all the park areas listed in this contract. You need to service the trash containers on Monday and Friday year round.**

VII. MONTHLY CONTRACTOR REPORT

The Contractor will be required to submit to the City a Monthly contractor report for each specified location and the monthly report must be submitted by email to: challman@cityofmyrtlebeach.com. This is a requirement of the contract and if report is not received payment could be delayed or held.

The following information must be included in the report for each specified location:

1. A list of all maintenance procedures performed at each park location area and what time you arrived/departed each one.
2. Detailed reporting of pesticides, herbicides, and fertilizer applications that were used.
3. Detailed reporting of all maintenance and/or repairs performed on the irrigation system
4. Description of any known deficiencies or problems with the existing grounds, landscaping or irrigation system
5. Contractor recommendations for any improvement(s) needed to properly maintain the grounds and landscaping.

VIII. EVALUATION REPORT

The City Parks Division shall continually monitor and inspect the Contractor's work weekly and, a monthly written report will be sent also to the Contractor evaluating the Contractor's work.

IX. INVOICING

Invoicing

A monthly invoice, shall be submitted to the City for payment upon satisfactory completion and acceptance by the City of all monthly maintenance work. **Invoices shall be submitted no later than the 15th day of the following month.**

Invoices shall include the blanket purchase order number, service locations, service dates and description of work performed. **Non-Performance**: If any job within this contract is not cured with-in 24hours then payment could be held or termination of contract could be imminent.

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

Invoices shall be submitted to: City of Myrtle Beach
Attention: Parks Division
974 Crabtree Lane
Myrtle Beach, SC 29577

ADDITIONAL CONTRACTOR REQUIREMENTS

Supervision By Contractor

The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety program and procedures used to perform the required work. The Contractor shall personally supervise and direct all work or shall employ and maintain at each work site, a qualified and experienced supervisor or crew leader to supervise and direct all work and who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor/crew leader by an authorized City representative shall be as binding as if given to the Contractor.

Attire

All contractor employees shall wear company uniforms while performing work for the City. Uniforms shall consist of clothing that provides easy recognition of the company performing the work and enables quick recognition that the individuals are there to perform grounds and landscape maintenance. Shirts and shoes must be worn at all times while performing work for the City.

Licenses, Registrations, Certifications, Permits, Fees and Taxes

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

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

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

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

South Carolina Commercial Pesticide Applicator License

The Contractor must have in its employ a licensed commercial pesticide applicator capable of performing all pesticide services required under this contract. **The applicator must be licensed in the State of South Carolina and a copy of a valid and current license for the applicator must be included with the submitted proposal.**

Tree Protection Ordinance

Work, as applicable, under this contract shall be performed in compliance with City of Myrtle Beach Code of Ordinances, Appendix A-Zoning, Article IX-Supplemental Development Provisions, Section 903-Tree Protection.

The Contractor must have on file with the City of Myrtle Beach Business License Division a current Business License Affidavit or must submit a signed affidavit when applying for or renewing a business license stating that the Contractor has received a copy and read the City of Myrtle Beach Tree Protection Ordinance, received a copy and read "How to Prune Trees" published by the USDA which incorporates

ANSI A300 Standard, Tree Care Operations-Tree, Shrub and Other Woody Plant Maintenance-Standard Practices and received a copy and read Disposal of Solid Waste Information.

Statutes, Regulations, Standards, Codes and Ordinances

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

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 Sheet(s) (MSDS) for all applicable products used by the Contractor to perform the work required under the 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 sheet(s). Requested MSDS sheet(s) shall be provided at no charge to the City.

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

Hazardous Material

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

CONTRACT AWARD

Proposals will be examined promptly and award will be made at the earliest possible date.

Award shall be made to the responsible Proposer meeting the proposal requirements and having the lowest possible cost consistent with the quality and services needed for the performance of the work. The following criteria and percentages will be used in making this determination:

- A. Education and qualifications of officers employed by Proposer's company for the type of work required in this proposal – 25%
- B. Past experience with similar or like services provided by the Proposer, including ability to perform large scale landscape services if required – 25%
- C. Possession of required licenses – 25%
- D. Cost – 25%

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. **Contract is from January 13, 2017 – January 13, 2018.**

Award will be based solely on the original term of the contract. Renewal of the contract may be considered upon successful completion of the original contract term 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.

CONTRACT PRICE

The contract price shall be the annual cost to provide grounds and landscape maintenance services for all specified locations, however, the contract price will be divided into twelve (12) equal monthly payments and the City shall pay the successful Contractor a monthly payment for services rendered.

PRICE INCREASE

The contract price shall remain firm for the entire term of the contract. Should the contract be renewed for an additional term, a price increase, if needed, may be considered at the beginning of the renewal term, however, any price increase requested may not exceed the percentage of increase established as a result of this proposal.

CHANGES IN SERVICES

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

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

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

TERMINATION FOR CONVENIENCE

At any time during the term of the contract, either party shall have the right to terminate the contract by providing to the other party written notice a minimum of thirty (30) days prior to the termination date. If Non-Performance work is being completed then the Purchasing Office will issue you a cure notice stating you have ex-number of days to comply or your contract will be terminated.

QUALIFICATION OF PROPOSER

(All answers should be typed or printed)

Name of Proposer: _____

Date: _____

Submitted By: _____

Mailing Address: _____

How long in present business: _____

Names of officers, members or owners of concern, partnership, etc. plus years of experience in this field:

President _____

Vice President _____

Secretary _____

Treasurer _____

Owners or Partners _____

Dun & Bradstreet rating if available _____

How many years has your company been in business? _____

How long established in the state of South Carolina? _____

Approximately how many hourly employees do you plan to employ on a regular basis for this contract? _____

How many salaried supervisory employees do you plan to employ on a regular basis for the contract? _____

How many man hours do you plan on spending on this contract every week? _____

QUALIFICATION OF PROPOSER continued

Please list education obtained by owners or officers in your company for the type of work required in this proposal packet (attach separate sheet if needed).

Number of persons now employed: _____

City of Myrtle Beach Business License Number: _____

Federal Tax ID Number: _____

On a separate sheet provide additional information regarding memberships in professional organizations, honors, awards, recognitions, etc.

Attach copies of current pesticide applicator's licenses for individuals who perform or directly supervise this work.

QUALIFICATION OF PROPOSER continued

Attach Business Card Here:

I certify that the information supplied herein (including all pages attached) is correct and that neither the proposer nor any person (or concern) in any connection with the proposer as a principal or officer, so far as is known is now barred or otherwise declared ineligible by any public agency from applying for furnishing materials, supplies or services to any agency thereof.

Signature of person authorized to sign this qualification document

Name and title of person signing (Please type or print)

ADDITIONAL TERMS AND CONDITIONS

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

1. List three (3) references (preferably commercial/government organizations) for whom your company now services or has serviced for a period of at least six (6) months. Please include name of company, address, telephone number, length of service and name of individual to contact. **Do not include the City of Myrtle Beach as a reference.**

a) _____

b) _____

c) _____

2. 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.**

3. List any exceptions to specifications:

4. 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.

NOTIFICATION OF INSURANCE COMPANIES

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

CERTIFICATES OF INSURANCE

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

INSURER LICENSING AND RATING

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

INSURANCE COVERAGE ADJUSTMENTS

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

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

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

HOLD HARMLESS

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

INSURANCE REQUIREMENTS continued

SAMPLE

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER	
PRODUCER Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
COMPANIES AFFORDING COVERAGE						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999		COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D				
COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractor's Prot	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$ \$ \$
	Garage Liability <input type="checkbox"/> Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	Workers Compensation (and Employer's Liability) The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000
	Other					
Description of Operations/Locations/Vehicles/Special Items: City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
CERTIFICATE HOLDER			CANCELLATION			
City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468			Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.			
			INSURANCE AGENT SIGNATURE			

PROPOSAL AND SIGNATURE DOCUMENT
RFP NUMBER: 17-0050

The undersigned, as Proposer, declare that we have examined all proposal documents contained herein and will contract, hereon, 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 RFP documents. (If no addendum has been received, please place a zero in the space provided.)

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

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

Proposer - Company Name

Addenda Numbers Received

Authorized Signature

Telephone Number

Printed Name

Fax Number

City Business License Number

Email

South Carolina Sales Tax Registration No.:

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

Federal Tax ID No. (FEIN) (Required):

Mailing Address

Date

City, State, Zip

Annual Contract Price: \$ _____
(Price includes all materials, supplies, parts, tools, equipment, labor, supervision, transportation, licenses, taxes and fees applicable)

Remittance Address (If different from mailing address)

Extra Work Hourly Rate \$ _____
(If needed)

City, State, Zip

How Many Man Hours are you planning on Spending on this contract every week?
_____ **HOURS**

Please provide a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional four (4) -- (1) year terms: _____%



First in Service

CITY OF MYRTLE BEACH

LOCAL VENDOR PREFERENCE

TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID

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

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

City of MB Business License Number: _____ Date issued: _____

***NOT Horry County License Number**

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

Physical Address: _____

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

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

Year: _____ County: _____
(Name of County)

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

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