

City of Myrtle Beach Invitation for Bid

IFB 23-B0045
38th Avenue N. Fire Signal

Issue Date: April 28, 2023



First in Service

The City of Myrtle Beach will not be responsible for any errors, omissions, or misrepresentations regarding any plans or solicitation documents that are obtained from any source other than the City of Myrtle Beach. It is the Contractor's sole responsibility to verify the authenticity of all documents associated with this project. The Contractor will be liable for any losses, damages, costs, and/or expenses incurred by operating from plans or documents that are not obtained directly from the City of Myrtle Beach.

www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php



INVITATION FOR BID	
IFB # 23-B0045 38 th Ave N. Fire Signal	
Buyer Contact:	Brandon Hancock 843-918-2173 bhancock@cityofmyrtlebeach.com
Mandatory Pre-Bid Conference: On-time attendance/sign-in is required for bid consideration.	Tuesday, May 9, 2023 at 10:00A.M. (local time) 3210 Mr. Joe White Avenue Myrtle Beach, SC 29577
Opening Date & Time:	Tuesday, May 30, 2023 at 2:00P.M. (local time)
Bid Opening Location:	City of Myrtle Beach Procurement Office 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

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

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

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

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

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

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

Bidder to complete this section:

Name of Bidder: _____

Address: _____

Phone Number: _____

E-mail: _____

Please note: Signature is required on page 22.

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

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 - 2.02 Written Explanations
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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), 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 or black ink and signed by the Bidder. No bid shall be accepted unless submitted on the forms furnished herein. The format of the bid documents shall not be altered in any way. Written errors made on the bid documents prior to submission must be corrected by marking through the entry in blue or black ink and making the correct entry adjacent to the written error and initialed by the Bidder in blue or black ink.
- 3.05 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 Bid Opening/Emergency Conditions.** In the event of a present, immediate, and/or existing danger that threatens the public's health or safety, the City Procurement Office will be closed to the public. Any scheduled public bid openings will be held in the most responsible and legal manner possible, as dictated by the emergency. If City employees

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

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

4.0 FULL EXAMINATION:

- 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 scheduled meeting time. The official start of each pre-bid meeting will be determined by the Buyer with an announcement of the time and the final closing for contractors to sign-in. Any contractor arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-bid meeting, and any bid received shall be considered non-responsive.
- 4.03 Evidence of Examination.** Submission of a bid shall be considered as conclusive evidence of the Bidder's complete examination, understanding and acceptance of the specifications.

5.0 PRICING:

- 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 prices should be quoted without tax applied. Tax will be applied at the time of invoicing according to the current state sales tax rate.
- 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 THREE HUNDRED, SIXTY-FIVE (365) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Purchasing Office.

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

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

12.06 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 FIVE HUNDRED DOLLARS (\$500.00) per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate bidder. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Bidder shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Bidder.

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

14.0 INDEMNITY CLAUSE:

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

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

15.0 FEDERAL AND STATE LAWS:

15.01 Employment Regulations. Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a 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 Ethics of Employees. The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end, for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.

15.03 Nondiscrimination in City Contracts. Any Bidder that enters into a contract for goods or services with the City of Myrtle Beach or any of its boards, agencies, or departments shall implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this bid. Bidder shall not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Furthermore, Bidder agrees to

incorporate the foregoing provisions in all subcontracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

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

16.0 FINANCIAL ACCOUNTING:

16.01 Availability of Funds. Unless cancelled prior to the bid opening date, all bids received on time will be opened as indicated in the solicitation and the names will be indicated on the bid tab. The City's obligation under this requirement is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise until funds are made available and until the Bidder receives notice of such availability from the City's Purchasing Division. If funding is not made available, the IFB will be cancelled.

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

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

17.0 BID REJECTION/DISQUALIFICATION/WITHDRAWAL:

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

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

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

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

17.04 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.

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

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

20.0 ADA COMPLIANCE:

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

21.0 SIGNATURES:

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

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

21.03 Compliance. By signature below the Bidder affirms that they have examined, understands, and accepts all instructions, specifications, terms and conditions of this solicitation. No additional Bidder terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Bidder shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Bidders as set forth in law are met.

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.

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INTENT

It is the intent of this RFP to establish a contract for the design and installation of a traffic signal pole with two mast arms at Fire Station #6 located at 970 38th Avenue North, Myrtle Beach, SC. The design and installation of the traffic signal shall conform to the Contract Drawings that have been attached and hereby made a part of this RFP.

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

SIGNAL EQUIPMENT

The signal equipment shall be eight (8) phase, fully actuated standard 2070 controller, with flasher, signal monitor unit, and base-mounted 332 cabinet. The signal shall also include Model 222 2-channel vehicle detector units.

The Contractor shall install retroreflective back-plates on all proposed signal heads. All materials and workmanship shall be performed in accordance with all current applicable SCDOT references including Standard Drawings Section 625-000 and 675-000, traffic signal specifications as provided, and signal design guidelines. The Contractor shall coordinate with the fire station to locate emergency vehicle preemption inside the fire station and shall install interconnect push-button actuation.

Signals will flash yellow to artery and red to driveway during all periods except during a specified interval following actuation from the fire station. On actuation from the fire station, the flashing sequence will be preempted by a fixed time sequence showing the indications as listed in the Emergency Sequence that is attached to and is hereby made a part of this Contract.

CONCRETE

Concrete must be coated with non-staining type coating that will not discolor or deface the surface of the concrete. Concrete mix shall be designed to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce the following properties:

- A. Compressive strength of 4,000 PSI, minimum at 28 days
- B. Slump range of two inches to four inches (2" - 4") maximum
- C. Air entrainment of five percent to eight percent (5% - 8%)

Concrete must be placed continuously between predetermined expansion joints. Do not break or interrupt successive pours such that cold joints occur. Excessive honeycomb or embedded debris in concrete will not be accepted; the City must be notified if/when discovered.

A broom finish by drawing fine hair broom across concrete surface parallel to line of traffic. The Contractor shall repeat the procedure if required to provide fine line texture.

The City must be notified immediately upon discovery of concrete imperfections. The Contractor shall modify or replace defective concrete that is not properly placed or of the specified type at no cost to the City.

SEEDING

Seeding work shall be performed by a firm specializing in landscape work with a minimum of five (5) years of experience and must comply with all regulation applicable to all federal, state, and City laws and ordinances.

The Contractor must provide and pay for the services of an approved independent testing agency to perform an analysis of soil to be used. Analysis shall include a comprehensive description of soil and a listing of types and quantities of soil amendments required for the establishment, growth, and health of lawns. The number of samples required shall be a minimum of two samples per acre of lawn area, unless additional samples are recommended by testing agency.

Certifications of inspections shall be submitted to the City Infrastructure team upon completion as well as a planting schedule indicating dates for installation and completion of landscaping work. The Contractor shall provide recommended maintenance procedures to be followed by the City after the completion of the project.

The Contractor shall locate and avoid damage to underground utilities and perform work in a manner which will avoid damage. Some utilities may not be shown on drawings. If conditions become detrimental to lawn establishment, growth, and maintenance such as rubble, adverse drainage conditions, or obstructions, the Contractor shall notify the City before planting. All landscaping and seeding shall be to the satisfaction of the City before the project will be considered complete.

TRAFFIC CONTROL

The Contractor must ensure that traffic is permitted to pass through or around the project area safely and with minimum inconvenience. In addition to the SCDOT Standard Specifications, all control devices shall conform to the South Carolina Manual on Uniform Traffic Control Devices (SCMUTCD), latest edition, except when the City authorizes another procedure, in writing.

The Contractor shall furnish, install, maintain, relocate, and remove signs, traffic cones, barrels, barricades, warning lights, flaggers, and other traffic control devices which are used for the purpose of regulating, warning, or directing traffic during the term of the contract. All signs and barricades shall remain the property of the Contractor.

Specific reference is made to Subsection 107.11 of the SCDOT Standard Specifications - Barricades, Warning and Detour Signs, which is expanded or modified as follows:

1. Any construction being performed adjacent to the traveled lanes shall be adequately marked by lights and/or barricades as shown in the SCMUTCD.
2. The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction as required in the SCMUTCD.
3. All reflecting materials used on traffic control devices shall conform to the SCDOT Specifications for Reflective Sheeting. All signs, barrels, barricades, and other traffic control devices used on this project are to be covered with Type III Reflective Sheeting, unless otherwise specified in the SCDOT Encroachment Agreement. The background material for the signs is to be constructed of either aluminum or steel. Aluminum is to meet the requirements of SCDOT Specifications for Flat Sheet Aluminum Sign Blanks, latest edition. The steel blank shall be made of 14 Gauge materials.

No splices will be permitted in reflective sheeting, except for signs that cannot be covered with a single piece of the widest material available from the sheeting manufacturer. Only one splice is permitted per sign and it shall be on a center-line of the sign. Splices shall overlap not less than 3/16" except butt splices which may be used on signs processed with transparent colors with a gap not greater than 1/32". In horizontal overlapped splices, the top portion shall overlap the bottom portion, as viewed when the sign is in an upright position. No screening paints are permitted between the sheeting of overlapped splices. When splicing is done, the reflective sheeting must be carefully matched for color to provide uniform appearance both day and night.

4. All signs and barricades shall be mounted on supports constructed to yield upon impact to minimize hazards to motorists, as indicated in Section 5-2.04 if SCMUTCD.
5. Barrels or drums used for traffic control shall be constructed of a plastic material. Metal barrels or drums shall not be used.
6. When not in use, all barricades, signs, and other traffic control devices shall be either masked or removed and faced so as not to confuse the traveling public.
7. The Contractor shall maintain all signals and other traffic control channeling devices 24 hours per day. Contractor's personnel shall be available to maintain all traffic control devices as needed. All signs and other traffic control and channeling devices shall be kept clean, aligned and in good repair at all times during their use.
8. The Contractor shall provide all temporary and permanent pavement markings. Temporary markings are markings that are required during construction due to the following reasons:
 - a) Asphalt mixtures covering existing markings,
 - b) Changes in traffic patterns,
 - c) Changes in alignment due to relocations,
 - d) Maintenance and replacement of any existing markings which have lost their reflectivity or have become damaged during construction.

Permanent markings are placed on the final surface (including relocations) when the traffic pattern will no longer be changed. When a road is resurfaced, pavement markings are to be applied after each application of asphalt mix and bituminous surface treatment including the final course.

Pavement Markings, temporary and permanent, will include, but not be limited to: lane lines, no passing zone markings, edge lines, and any transverse lines are to be in place at the end of each days' work.

When a road is widened, the Contractor shall provide all markings, temporary and permanent, necessitated by the widening including, but not limited to, all lane lines, median edge lines (solid and skip) and solid edge lines.

Temporary pavement markings shall use "3 Min. Paint" and Specifications for "3 Min. Paint" are available from the Research and Materials Laboratory, SCDOT. All temporary painted lines are to be applied at a wet film thickness of 15 mils ± 1 mils and are to have glass beads applied at 6 lbs. per gallon of binder. Before applying the painted lines, the roadway surface is to be cleaned by sweeping to assure a clean surface for the application of the paint. Permanent markings shall be thermoplastic.

The lines are to be of the width and length prescribed by the SCMUTCD and/or the City. Dashed lines are to be four inches (4") wide by ten feet (10') long with a gap of thirty feet (30'). Edge lines are normally solid and four inches (4") wide. "No Passing" zone markings are to be provided in accordance with procedures prescribed in the SCMUTCD. The contractor shall follow standard practices in applying paint to insure that a straight line with true edges and a clean cut is obtained.

9. The Contractor shall be responsible for and shall furnish flaggers, appropriately equipped and instructed, when required to regulate the flow of vehicular traffic around and through the project during the commencement of the work. Flaggers are to use a "STOP/SLOW" paddle. The use of the flags will **NOT** be permitted.
10. The City reserves the right to restrict construction operations and/or lane closures when the continuance of the work and/or lane closures would significantly hinder normal traffic flow during holidays, extended holiday period weekends, special events, or at other times when traffic is unusually heavy.
11. On roadways open to public travel, the Contractor's equipment and vehicles will be required to travel in the direction of the normal roadway traffic. When the equipment is not in use and on roadways open to public travel, the Contractor's equipment and/or vehicles shall be parked well away from the travel lanes so as to lessen the possibility of the equipment being struck by a vehicle. If protection devices are in place such as a guardrail or concrete barriers, the equipment may be parked closer to the travel lanes.
12. When working adjacent to or over travel lanes, the Contractor shall ensure that dust and other debris from operation(s) do not endanger normal traffic operations.
13. The Contractor shall schedule and arrange his/her work, equipment, and materials to ensure the least inconvenience and the utmost safety to the traveling public.
14. Any existing permanent signs in conflict with any shift or change in traffic patterns or lanes shall be masked, removed, or covered and appropriate temporary signing shall be installed by the Contractor to the satisfaction of the City. When the conflict is removed, the Contractor shall immediately re-erect or replace the previously existing permanent signs.
15. Where a specific condition is not covered in the Contract Documents, prior to beginning such work causing the condition, a plan of traffic control shall be agreed upon between the Contractor and the City.
16. All construction signs, whether portable or with supports embedded in earth, are to be leveled and have a mounting height as specified in the SCMUTCD. Mounting height is defined as the distance from bottom edge of the lowest sign to edge of traveled way.
17. When any lane on a multi-lane road is closed for any duration, the Contractor shall provide a large flashing arrow-board sign. The flashing arrow shall be used at the beginning of the taper for a lane closure.
18. In order to provide for the safe movement of traffic during the rough grading operation, the earth adjacent to the existing pavement to be retained and widened shall be excavated in such a manner so as to maintain a slope no steeper than 6:1 away from the edge of the existing pavement until the fine grading operation is completed.

PAVEMENT MARKINGS

Prior to application of pavement markings to asphalt and concrete pavement, a pre-installation conference shall be conducted between the City and the Contractor. The City shall approve all pavement markings prior to application.

All pavement markings shall be ADA compliant according to the 2010 ADA Standards for Accessible Design.

SITE DEMOLITION

GENERAL

All materials removed that are not designated to be salvaged or incorporated into the work of this contract shall become the property of the Contractor. Materials may include, but not limited to: asphalt, concrete, sidewalks, curbs, and other obstructions that are not permitted to remain.

EXECUTION

The Contractor shall raze, remove, and dispose of all structures and obstructions identified by the City as waste materials except utilities, structures, and obstructions removed under other contractual agreements or as otherwise provided for in this contract and salvable material designated to remain the property of the City.

SALVABLE MATERIAL

All salvable material designated in this contract or by the City shall remain the property of the City and shall be removed without damage, in sections or pieces which may be readily transported and shall be stockpiled by the Contractor at specified locations within the project limits.

The Contractor shall safeguard salvable materials and shall be responsible for the expense of repairing or replacing damaged or missing material until it is incorporated into the work of this Contract or is loaded onto the City's equipment by the Contractor.

SIGNS AND TRAFFIC SIGNALS

Removal of all signs shall include removal of posts, footings, pedestals, sign panes, and brackets. Concrete adhering to salvable signposts shall be removed. Removal of sign panels shall include removal of the panel and its attachment hardware from the existing installation and adjusting the spacing of the remaining panels.

The removal of traffic signal items shall include poles, mast arms, signal heads, span wires, footings, all attachment hardware, and other incidental materials. Removal of signal poles or pedestal poles shall include pole, span wire, cable, signal heads, overhead sign support wire, footings, and pedestrian push buttons. Removal of traffic signal controller and cabinet shall include removal of the footing and all auxiliary equipment contained within the cabinet.

PAVEMENTS, SIDEWALKS, AND CURBS

All concrete pavements, sidewalks, structures, curbs, gutters, etc. designated for removal shall be disposed of off-site by the Contractor at the Contractor's expense.

Sawing of concrete and asphalt shall be done to a true line with a vertical face, unless otherwise specified. The minimum depth of a saw cut shall be two inches (2"). For reinforced concrete, the minimum depth shall be two inches (2") or to the depth of the reinforcing steel, whichever occurs first.

POLE WITH MAST ARMS

MATERIALS

Materials shall meet the following requirements:

- A. **Concrete:** The concrete used in the pole foundation shall conform to the requirements of SCDOT standard specifications, Section 701, 702, 703, and 704. The concrete shall be Class X with "water-reducer admixture" installed in one monolithic pour with vibration (Class X concrete shall have 7 ½ bags of cement per cubic yard and develop 4,000 PSI minimum after 28 days). The aggregate used shall be crushed stone (or approved equal after written authorization by the City).
- B. **Reinforcing Steel:** Steel reinforcement shall conform to the requirements of DOT standard specifications section 703. The bars shall be of the size and type shown on the Contract Drawings.
- C. **Conduit Elbow:** Conduit Elbows in pole bases shall be PVC of the size and type shown in the Contract Drawings. At a MINIMUM, there shall be at least one (1) conduit elbow (2" PVC elbow) in the pole base.
- D. **Ground Rod:** Ground rods shall be 5/8" by 8' (minimum copper-clad). A No. 6 AWG bare, stranded copper wire shall be used in the ground connection. The pole shall have at least one (1) ground rod.
- E. **Signal Brackets:** Rigid signal head mounting brackets will be furnished by the Contractor and will be Astro-Brac brand or approved equal with stainless steel cables.
- F. **Sign Brackets:** Where required by the Contract Drawings, each sign mounting bracket shall be Astro-Brac brand or approved equal with stainless steel cables.
- G. **Miscellaneous:** All other hardware or components shall be made of a non-corrosive material, or be of the same material as the item being installed.

CONSTRUCTION METHODS

1. Foundation

- a. The foundation shall be constructed as shown in the Contract Drawings. The hole shall be augured (earth-auger) and the concrete poured in undisturbed earth. A wingwall, as shown in the Contract Drawings, shall be installed for foundation on mast arms 40' or longer.
- b. The concrete shall be mixed, placed, poured, and tested in accordance with DOT Standard Specifications Sections 701, 702, 703, and 704. The concrete shall be placed in one continuous pour. The hole shall be pumped dry in wet-lands.
- c. Where shown on the Contract Drawings, or as determined by the location of underground utilities, it may be necessary to excavate a hole by hand.

2. Anchor Bolts

- a. Anchor bolts will be furnished by the mast manufacturer. The anchor bolts shall be set using preformed templates (wood or metal), to provide "bolt-circle" in accordance with the recommendations of the pole manufacturer. The templates shall be left in place until the concrete hardens.

3. Conduit Elbows

- a. Conduit elbows shall be capped at both ends and secured in place in the excavation before any concrete is poured. The size and number of elbows shall be that which is necessary to mate with the incoming runs. Where no conduit is indicated on the contract drawings, a two inch (2") elbow shall be placed for future use.
- b. All conduit elbows shall extend beyond the side of the finished foundation by approximately twelve inches (12") in the direction of and at the depth matching the incoming conduit. Where a conduit elbow is placed for future use, an "X" shall be scribed in the foundation to indicate the side where such conduit enters. The conduit shall protrude three to six inches (3"-6") above the top of the finished concrete foundation.

4. Grounding

- a. Ground rods and grounding wire shall be furnished and installed with each foundation.
- b. The ground rod shall be configured with the foundation, as shown on the Contract Drawings.
- c. Grounding clamps of brass or bronze shall be used to secure the grounding wire to the ground rod.
- d. A continuous ground wire shall bond all metal parts together: pole ground stud, pedestal pole nut, pole mounted controller cabinet ground, and metal conduits.

5. Raking

- a. Each pole shall be raked away from the line of the mast arm pull by adjusting the nuts on the anchor bolts.
- b. When final load is applied, there shall be an essentially vertical appearance as determined by the City.

6. Grouting

- a. The space between the steel pole base and the top of the concrete foundation shall be grouted.
- b. The grout shall have a two to three inch (2"-3") chamfer and a soft broom finish.
- c. When installed in sidewalks or concrete islands, the entire area shall be contoured and finished to produce a neat visual line. Sharp edges or pedestrian hazards shall not be allowed.

7. Repair

- a. Galvanized surfaces which have been scratched or abraded so that bare metal is exposed shall be repaired by applying two (2) coats of ninety percent (90%) minimum zinc-rich, cold galvanizing compound to the satisfaction of the City.

METHOD OF MEASUREMENT

Installing traffic signal mast arm poles will be measured by EACH of the size specified erected in place as shown in the Contract Drawings. This shall include concrete, reinforcing steel, ground rods, ground wire, and all miscellaneous hardware as required.

CONTROLLERS AND CABINETS

MATERIALS

Controllers must be installed on base mounted cabinets in accordance with and in the location specified in the Contract Drawings.

1. Concrete

- a. The tested concrete provided shall be Class A and shall be mixed, poured, and finished in accordance with SCDOT Standard Specifications sections 701,702,703, and 704.
 - b. Base mounted cabinets shall be furnished with properly formed foundation, as shown in the Contract Drawings.
2. **Ground Rod:** Ground rods shall be 16 mm by 2.5 meters (5/8" x 8') copper-clad. A No. 6 AWG bare, stranded copper wire shall be used in the ground connection. A base-mounted cabinet requires a separate ground rod outside of the cabinet.
 3. **Miscellaneous:** All components or hardware shall be made of non-corrosive material or be of the same materials as the item being installed.
 4. **Guarantee:** The Contractor shall warranty or guarantee the satisfactory in-service operation of all electrical or mechanical equipment and related components for a period of six (6) months following acceptance from the City.

CONSTRUCTION METHODS

1. **Plans:** The Offeror should carefully examine the Contract and Contract Drawings which detail the construction of the required base-mounted cabinet. The Offeror is highly encouraged to visit and inspect the site in-person.
2. **Concrete Foundation:** The City will stake the approximate location of the cabinet foundation. The foundation shall be constructed to the dimensions shown in the Contract Drawings. Bolt "circle" data shall be in accordance with the recommendations of the cabinet manufacturer. Suitable templates for setting anchor bolts shall be accurately set and left in place until the forms are removed.
3. **Ground Rod and Ground Wire:** A ground rod and ground wire are to be furnished and installed with each cabinet. The ground rod shall be embedded in the dirt outside the foundation. Ground wires shall run continuously from the ground rod to the controller cabinet (chassis ground on the AC ground bar) and shall run continuously from the ground rod to the foundation anchor bolts, to the conduit bends. Ground wires shall be **exothermically welded to the ground rod**. Grounding bushings shall be used on metal conduit. The resistivity of the earth ground shall be fifteen (15) OHMs or less.
4. **Conduit Elbows**
 - a. Conduit elbows shall be set in the footing excavation before the concrete is poured. The size and number shall be as shown in the Contract Drawings **OR** shall be that necessary to mate the incoming runs. Conduit shall extend beyond the side of the finished foundation by about 300 mm (12") in the direction of, and at the depth of the incoming conduit. The conduit shall extend 80 to 150 mm (3"-6") above the top of the finished foundation, inside the cabinet.
 - b. The open-ends on the conduit bends shall be covered and protected during construction activities.
5. **Electrical Wiring**
 - a. All required equipment shall be installed in the cabinet and neatly wired with harnesses that have been tied or wrapped. Force-fitted or mutually interfering equipment will not be

- accepted. Cable harnesses and terminals shall be legibly labeled. **All bare wires should be terminated in a “spade-lug”** prior to connection to a terminal strip. The “spade-lug” shall be crimped on, using the ratchet-type crimping tool. Wires not facilitating equipment movement should be tied to the back or side pane. Equipment should be installed and positioned for easy access. Opening and closing the cabinet door shall not chaff the wiring.
- b. The cabinet, controller, and ALL associated equipment shall be made **completely operational** and ready for traffic duty.
 - c. Operation shall match the Phasing Diagram as shown in the Contract Drawings.
 - d. Field (lamp) wiring shall have 1 meter (3') of slack in each cable. The slack shall be coiled and tied neatly in the bottom of the cabinet. Signal cables shall be separated from detector lead-in cables as much as possible to reduce interference.
 - e. The field wire shall conform to the SCDOT Standard Specifications: Specification for Twisted Pair Traffic Signal Cable.

FURNISH & INSTALL ELECTRICAL CONDUIT

MATERIALS

Materials shall meet the requirements listed below:

1. **Steel Conduit:** Steel conduit shall be rigid, heavy-wall, galvanized steel, meeting the requirements of Federal Specification WW-C581 and American Standards Association Specifications USAS C-80.1-1966.
2. **PVC Conduit:** Plastic conduit shall be sunlight resistant polyvinyl chloride (PVC), Schedule 80, meeting the requirements of National Electrical Manufacturing Association (NEMA), Specification TC-2 and Underwriter Laboratory (UL) standards UL-514; and/or ASTM D-1784. Fittings shall meet NEMA TC-3 and UL-514.
3. **Flexible Weather-Tight Steel Conduit:** Weather-tight/liquid-tight flexible steel electrical conduit shall be single strip, helically wound, interlocking galvanized steel. It shall be made liquid-tight by an extruded PVC jacket and shall meet the requirements of US-360.
4. **Fittings:** All conduit bodies, 90° bends, weatherheads, elbows, nipples, couplings, and other hardware shall be made of the same material and quality as the conduit run and shall be incidental to conduit installation.
5. **Conduit Junction Box:** The conduit junction box shall be non-metallic PVC molded with a weather-tight screw-down cover of normal size (6" x 6" x 4"). It shall be incidental to conduit installation. The conduit junction box shall be installed inside the Fire Station.
6. **Ground Bushings:** Grounding bushings shall be threaded, made of malleable iron, galvanized steel or brass, and shall have an insulating plastic insert and lay-in lugs to hold No. 6 AWG copper wire.
7. **Pulling Line:** The pulling line shall be polypropylene rope with a minimum tensile strength of 1,000 Newtons (240lbs) which shall be pulled into all underground conduit runs and shall remain therein for future use.
8. **Warning Tape:** Underground warning tape shall be heavy-duty B-720 polyethylene 0.89mm (3.5 mils) thick, by 76mm (3") wide with APWA color **RED** for electric lines. The tape shall be placed above all trenched conduit runs just before the final back-fill.
9. **Concrete:** Concrete used for patching pavement shall be DOT Standard Specification Class X.
10. **Bituminous Concrete:** Bituminous concrete for patching pavement shall be DOT Standard Specifications, sections 400 and 403.

CONSTRUCTION METHODS

1. **General:** Conduit shall be installed as either a riser, be trenched, or bored and jacked (pushed).
2. **Plans:** All conduit shall be installed and laid as trenched or riser unless specifically shown on the plans as bored and jacked.
3. **Depth:** Unless shown otherwise, conduits shall be placed a minimum depth of eighteen inches (18") below the surface grade and shall slope at a minimum rate of 150mm (6") per 30 meters (100') of length to a splice box/junction box inside Fire Station #6. All conduit runs shall be cleaned and swabbed before cables are installed. In poles, cabinets, and buildings, duct-seal shall be used to effectively seal the openings.
4. **Direction:** Changes in direction of conduit shall be accomplished by the use of standard bends, elbows, or by bending the steel conduit. Steel conduit, if bent, shall have uniform radius which will fit the location with a minimum radius of six (6) times the internal diameter of the pipe. Sharp kinks in the conduit or the substitution of unlike materials shall not be permitted.
5. **Fittings:** Standard manufactured conduit bodies, condulets, weatherheads, elbows, nipples, tees, reducers, bends, couplings, and unions of the same materials and treatment as the straight conduit shall be used as required throughout the conduit line. All fittings shall be tightly connected to the conduit. A solvent-weld cement shall be used for fitting connections with PVC conduit. Where steel conduit mates PVC, an adapter coupling shall be used and sealed waterproof.
6. **Cutting:** Nipples shall be used to eliminate cutting and threading where short lengths of conduit are required. Where it is necessary to cut and thread steel conduit, no exposed threads will be permitted. All conduit fittings shall be free from burrs and rough places and all cut conduits shall be reamed before fittings and cables are installed. All conduit runs ending in a junction box, hand box, or other approved junction point shall be provided with a bushing to protect the cable from abrasion. Conduit being placed for future use shall be **capped**.
7. **Location:** Where conduit passes under a curb, an "X" shall be cut in the curb over the conduit. Where there is no curb, a stake shall be driven in the ground at the end of the conduit to mark its location. Where conduit is placed in signal pole foundation for future use, an "X" shall be cut to indicate the side the conduit enters.
8. **Risers:** Conduit risers shall be attached to wood poles, or where specified, to the outside of steel poles. Stainless steel bands shall be used for steel poles and shall be used on wood poles. If requested by the utility company, conduit clamps and heavy rust-proof nails may be substituted for banding. Attachment(s) shall be in accordance with the NEC. Each riser shall be furnished with a weatherhead which shall not be measured.
9. **Trenching (non-paved surface):** Trenches shall be excavated to such depth as necessary to provide eighteen inches (18") minimum cover over the conduit. Cinders, broken concrete, or other hard abrasive materials shall not be permitted in the back-filling. The trench shall be free of such materials before the conduit is placed. No conduit shall be placed prior to inspection by the City. Back-fill shall be compacted and the surface shall be restored.
10. **Trenching (in paved surface):** Trenching across driveways or streets shall be cleanly saw cut approximately six inches (6") wide. The conduit shall be placed and the back-fill shall be compound. The patch shall be of like material and thickness as was removed. No additional payment shall be made for the bituminous or concrete patching material.
11. **Bored and Jacked (pulled):** When the signal design anticipates that high-accuracy directional boring techniques will be used and the conduit pulled back through the bore, then a pay item will be established for Scheduled 80 PVC conduit. The directional boring method shall be approved by the City and shall in no way crumple or damage the conduit.

METHOD OF MEASUREMENT

- A. Electrical conduit will be measured by the **linear foot** (LF) for the type, size, and method of installation specified along the center line of the conduit from end to end, including trenched, risers, and bored and jacked.
- B. Conduit bends, conduit bodies, condulets, 90° bends, elbows, conduit junction boxes for detector loops, miscellaneous fittings, couplings, weatherheads, adapters, bushings, locknuts, and other items shall be incidental to conduit installation and shall not be measured.
- C. Unless otherwise specified, trenching, back-filling, and patching will not be measured for payment.

ELECTRICAL CONDUIT

CONDUIT

All exposed ends of conduit shall be plugged or sealed during construction to prevent the entrance of foreign matter and moisture into the conduit. Burrs or sharp projections, which might injure the cable, shall be removed. Riser shield or conduit shall extend at least one foot below grade at all riser poles. Bell-end bushings shall be used at all conduit openings.

INSTALLATION IN CONDUIT OR DUCT

- 1. Where Cable must be pulled through conduit or duct, the operation shall be performed in such a way that the cable will not be damaged from strain or dragging. The cable shall be lubricated with a suitable cable lubricant prior to pulling into conduit or duct.
- 2. In placing primary cables, the stress applied while pulling into ducts or during other pulling operations shall not exceed the following:
 - a. Where a pulling eye is attached to the conductor, the maximum pulling strain in pounds shall not exceed specified pulling tensions as provided by the City.
 - b. Where a basket grip is placed over the cable, the pulling strain shall not exceed the specified pulling tension. The cable under the cable grip and one foot (1') preceding it shall be severed and discarded after the pulling operation.
 - c. At bends, the maximum sidewall pressure recommended by the City shall not be exceeded.
- 3. All trenching depths specified are minimum as measured from the final grade to the top surface of the cable.
- 4. The routing shall be as shown in the Contract Drawings unless conditions encountered are such that changes are necessary to accomplish the work. In such event, the City shall be notified promptly.
- 5. Care shall be exercised to minimize the likelihood of water flow since this may cause trench damage and reduction in trench depth. When this occurs, the trench must be cleared to the specified depth before installing the cable.
- 6. Joint trenching with other utilities is allowed provided a joint-use agreement exists. All restraints as specified in the existing agreement are binding.
- 7. All trenches shall follow straight lines between staked points as far as possible. Obstructions shall be reported to the City and a decision will be made as to further action required. Secondary and service trenches shall extend in a straight line from takeoff points wherever possible. The trenches shall be dug so that the bottom has a smooth grade. Large rocks, stones, stumps, roots, and obstructions in excess of one inch (1") shall be removed from the bottom of the trench. Where this

cannot be done, a three inch (3") bed of sand or clean soil shall be placed in the bottom of the trench.

8. Construction shall be coordinated so that trenches will be left open for the shortest practical time to avoid creating a hazard to the public and to minimize the likelihood of trench collapse due to other construction activity, rain, and the accumulation of water in the trench. Plastic warning tape shall be installed in all cable trenches (primary and secondary) and located at a depth of one foot (1') below final grade during the compaction process.

INSPECTION

Before any backfilling operations begin, the Contractor and City shall inspect all trenches, cable placements, risers, vaults, and other construction that will not be accessible after back-filling. An inventory of units shall be taken at this time. If corrections are required, a second inspection shall be made after completion of the changes. All changes shall be reported to the City.

BACK-FILLING

1. The first six inches (6") of trench backfill shall be free from rock, stumps, roots, gravel, or other material which might damage the cable jacket. In lieu of cleaning the trench, the Contractor may, at the Contractor's discretion, place a three inch (3") bed of clean sand or soil under the cable and four inches (4") of clean soil above the cable. When using cleaned soil back-fill, it shall contain no solid material larger than one inch (1"). This soil layer shall be carefully compacted so that the cable will not be damaged.
2. Back-filling should be completed in one foot (1') increments by pneumatic tramping in such a manner that voids will be minimized. Excess soil shall be crowned on top and shall be well tamped. All debris shall be removed from the site and any damage to the premises shall be repaired immediately.
3. The Contractor shall be responsible for re-seeding disturbed lawns and replacing pine straw in any disturbed area. Lawns shall be re-seeded and covered with straw to prevent erosion.
4. Pieces of scrap cable **shall not be buried in the trench** as a means of disposal.

CLOSEOUT PROCEDURES

SUBSTANTIAL COMPLETION PROCEDURES

Substantial completion is when the project reaches a point in the construction phase when the items can be used/placed in service for its intended purpose. A punch list will be issued to the Contractor for replacement or repair work to be done before final retainage payment. Punch list to be completed in a thirty (30) day calendar day time frame from the date of issuance.

FINAL COMPLETION PROCEDURES

The Contractor shall submit a written request for final inspection to determine acceptance at a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. Upon receipt of such request, the City will proceed with inspection.

BID AWARD

Sellers understand that the City of Myrtle Beach ranks all bids by price; however, pursuant to applicable terms and conditions of this bid, buyers may use criteria other than price to evaluate offers. This includes, but is not limited to: Section 3.02 - Responsive Bids; Section 3.03 – Non-Responsive Bids; Section 5.04 – Price Evaluation; Section 12.01 – Award Criteria. Accordingly, please note that the award will be made to the responsible seller whose bid conforms to the solicitation that is most advantageous to the buyer on basis of price, technical capability, and delivery. No partial bids allowed. Bid will be awarded on an “all or none” basis.

INVOICING

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

City of Myrtle Beach
Accounts Payable
PO Box 2468
Myrtle Beach, SC 29578-2468
Or via email to: accountspayable@cityofmyrtlebeach.com

PRICE SCHEDULE

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

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

Item #	Description	Qty.	Unit of Issue	Unit Bid Price	Total Bid Price
1	Furnish & Install 2” Schedule 80 HDPE Conduit (Trenchless)	315	LF	\$_____	\$_____
2	Furnish & Install No. 14 Copper Wire, 4 Conductor - Gray	100	LF	\$_____	\$_____
3	Furnish & Install No. 14 Copper Wire, 8 Conductor - Black	705	LF	\$_____	\$_____
4	Install Wireless Network Communications Link Between Two Signals	1	EA	\$_____	\$_____
5	Furnish & Install Electrical Service for Traffic Signal	1	EA	\$_____	\$_____
6	Furnish & Install 13” x 24” x 18” D. Electric Flush Underground Enclosure – HD	6	EA	\$_____	\$_____
7	Furnish & Install 12” 3-Section Signal Head	6	EA	\$_____	\$_____

Company Name: _____

Authorized Signature: _____

Email Address: _____

8	Furnish & Install Backplate with Retroreflective Borders for Traffic Signal	6	EA	\$_____	\$_____
9	Install Controller and 332/336 Cabinet – Base Mounted Including Foundation	1	EA	\$_____	\$_____
10	Furnish & Install Concrete Cabinet Foundation	1	EA	\$_____	\$_____
11	Design, Furnish, & Install Steel Pole with Twin Mast Arms Including Foundation	1	EA	\$_____	\$_____
12	Powder Coating per Mast Arm Over Base	1	EA	\$_____	\$_____
13	Flat Sheet, Type III, Fixed SZ & MSG Sign	38	SF	\$_____	\$_____
14	Furnish & Install Assembly for Fire Station Sign Erected on Mast Arm	2	EA	\$_____	\$_____
15	Furnish & Install Push Button Assembly	1	EA	\$_____	\$_____
16	U-Sec. Post for Sign Support	13	LF	\$_____	\$_____
17	4” White Solid Lines (pvt. Edge Lines) Thermo.-90 Mil.	125	LF	\$_____	\$_____
18	8” White Solid Lines Thermo. – 125 Mil	150	LF	\$_____	\$_____
19	24” White Solid Lines (Stop/Diagonal Lines) Thermo. – 125 Mil.	30	LF	\$_____	\$_____

Company Name: _____

Authorized Signature: _____

Email Address: _____

20	Cabinet Base Extender	1	EA	\$ _____	\$ _____
21	Meter Base Disconnect Panel	1	EA	\$ _____	\$ _____
22	Drilled Pier Foundation	1	EA	\$ _____	\$ _____
Grand Total Price (Line Items 1 – 22)					\$ _____
<p>Company Name: _____</p> <p>Authorized Signature: _____</p> <p>Email Address: _____</p>					

BID BOND
IFB #23-R0045

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

_____ as Principal, and

_____ as SURETY are hereby held and firmly bound unto

_____ as OWNER, in the penal sum of

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

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

NOW, THEREFORE,

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

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

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

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

_____(L.S.)
Principal

Surety

By _____

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

Hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

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

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

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

PERFORMANCE BOND continued

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

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

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

ATTEST:

Principal Secretary

Principal

[SEAL]

(Witness as to Principal)

By _____(s)

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

PERFORMANCE BOND continued

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

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

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

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

PAYMENT BOND continued

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

ATTEST:

Principal

(Principal) Secretary

[SEAL]

By _____ (S)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

Surety Secretary

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

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

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

**City of Myrtle Beach
INSURANCE REQUIREMENTS**

PUBLIC LIABILITY AND PROPERTY DAMAGE

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

AUTOMOBILE LIABILITY

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

WORKERS' COMPENSATION INSURANCE

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

EXCESS LIABILITY POLICY

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

POLICY ENDORSEMENTS

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

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.

INSURANCE REQUIREMENTS continued

SAMPLE

<i>CERTIFICATE OF INSURANCE</i>					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.			
<i>COMPANIES AFFORDING COVERAGE</i>						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999			COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
<i>COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW</i>						
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	<i>TYPE OF INSURANCE</i>	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<i>General Liability</i> <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	<i>Automobile Liability</i> <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 \$ \$ \$
	<i>Garage Liability</i> <input type="checkbox"/> Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<i>Workers Compensation</i> (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
	<i>Other</i>					
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						

ADDITIONAL TERMS AND CONDITIONS

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

1) _____

2) _____

3) _____

2. List any exceptions to specifications:

BID AND SIGNATURE DOCUMENT
Bid Number: 23-B0045

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

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

We understand that any false statement made to meet any requirements may result in contract cancellation or initiation of action under federal or state laws, or both.

Bidder – Company Name

Mailing Address

Remittance Address (if different from mailing address)

Telephone Number

Fax Number

E-mail

Authorized Signature

Date

Addenda Numbers Received: _____

Printed Name: _____

City Business License Number: _____

South Carolina Sales Tax Registration Number: _____

If no SC Sales Tax Number, please give reason: _____

Federal Tax ID Number (FEIN): _____



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

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

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

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

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