

City of Myrtle Beach

Invitation for Bid

IFB 17-B0053

Type Title/Short Description of Bid Here

Issue Date: April 11, 2017



First in Service

Issued By:

Purchasing Division

3231 Mr. Joe White Avenue

Myrtle Beach, SC 29577

Phone: 843-918-2170



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

INVITATION FOR BID	
IFB # 17-B0053 HVAX Pelican Stadium	
Buyer Contact:	Ruth Burleson 843-918-2173 rburleson@cityofmyrtlebeach.com
Mandatory Pre-Bid Conference: Attendance is required for bid consideration.	<u>N/A</u>
Opening Date & Time:	2:00 PM Thursday April 27, 2017
Bid Opening Location:	The Purchasing Office 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

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

_____ Bid for a service \$20,000.00 or greater must be accompanied by a bidder’s bond in the amount of five percent (5%) of the total dollar amount of the bid submitted, payable to the City of Myrtle Beach.

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

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

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

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

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

Bidder to complete this section:

Name of Bidder: _____

Address: _____

Phone Number: _____

E-mail: _____

Please note: Signature is required on page 15.

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

1.0 SUMMARY

1.01 DOCUMENT INCLUDES:

- 2.0 Authority
 - 2.01 Equal Weight and Force
 - 2.02 Written Explanations
 - 2.03 Disputes with Written Explanations
 - 2.04 Written Addenda

- 3.0 Requirements for Written Bid Documents
 - 3.01 Availability of Documents
 - 3.02 Non-Responsive Bids
 - 3.03 Document Completion
 - 3.04 Contents of Bid Packet
 - 3.05 Single Package Requirement
 - 3.06 Bid Submission
 - 3.07 Bid Delivery/Opening
 - 3.08 Document Ownership

- 4.0 Full Examination
 - 4.01 Thorough Investigation
 - 4.02 Pre-Bid Meetings
 - 4.03 Evidence of Examination

- 5.0 Pricing
 - 5.01 Unit Pricing
 - 5.02 Cash Discounts
 - 5.03 Changes in Cost

- 6.0 Tax Information
 - 6.01 Sales Tax/Federal Tax
 - 6.02 Payment of Taxes

- 7.0 Material Assessment
 - 7.01 Product Documentation
 - 7.02 MSDS
 - 7.03 Evidence of Work/Product
 - 7.04 Sample Submission
 - 7.05 Sample Ownership
 - 7.06 Furnished Items
 - 7.07 Quality of Items

- 8.0 Changes in Specifications
 - 8.01 Authority of Specifications
 - 8.02 Equipment
 - 8.03 Deviation from Specifications
 - 8.04 Material Preference
 - 8.05 Changes after Award
 - 8.06 Equivalent Items

- 9.0 Modifications
 - 9.01 Additional Work
 - 9.02 Adjustments to Items/Work

- 10.0 Bond Requirements
 - 10.01 Bid/Performance/Payment Bonds

- 11.0 Delivery
 - 11.01 Warehouse Deliveries
 - 11.02 Dates
 - 11.03 Delivery Price
 - 11.04 Documentation
 - 11.05 Wrong Deliveries

- 12.0 Award Criteria/Timeline
 - 12.01 Award Criteria
 - 12.02 Contract Issuance
 - 12.03 Contract Timeline
 - 12.04 Notification

- 13.0 Bidder Responsibilities
 - 13.01 Duration of Bid
 - 13.02 Transfer of Responsibilities
 - 13.03 Subcontractors
 - 13.04 Coordination and Contact
 - 13.05 Liquidated Damages

- 14.0 Indemnity Clause
 - 14.01 Hold Harmless

- 15.0 Federal and State Laws
 - 15.01 Employment Regulations

- 16.0 Financial Accounting
 - 16.01 Representation
 - 16.02 Payment

- 17.0 Bid Rejection/Withdrawal
 - 17.01 Reasons for Rejection
 - 17.02 Best Interest
 - 17.03 Withdrawal Timeline

- 18.0 Protest Procedures/Timelines
 - 18.01 Bid Specifications/Contract Terms
 - 18.02 Intent to Award

- 19.0 City Reserved Rights
 - 19.01 Reserved Right
 - 19.02 Final Judgment
 - 19.03 Clarification
 - 19.04 Price Increase
 - 19.05 Loss/Damage
 - 19.06 Performance Failure
 - 19.07 Negotiation

- 20.0 ADA Compliance
 - 20.01 Contact Information

- 21.0 Signatures
 - 21.01 Accuracy and Completeness
 - 21.02 Compliance

DEFINITIONS:

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.

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

I. Payment Bond – covers payment of subcontractors, laborers, and materials suppliers associated with the project.

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 will 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 will be binding on the City. The City will not be responsible for any other explanation or interpretation and the decision of the procurement manager 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) City of Myrtle Beach business 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 will be made in the form of written addenda that will be posted on the City website. The Bidder is responsible for monitoring the website. These addenda shall then be considered as part of these specifications.

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Bid documents shall 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 Non-Responsive Bids.** Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures without initials, alterations or irregularities of any kind, shall be declared non-responsive.
- 3.03 Document Completion.** Bid and signature document are 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 and signed by the Bidder. No bids will be accepted unless submitted on the forms furnished herein. Erasures or corrections

made on the bid documents prior to submission must be initialed by the Bidder.

- 3.04 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. All bid packet documents, after completion by the Bidder, must be returned with the bid in the same order as received by the Bidder.
- 3.05 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.
- 3.06 Bid Submission.** Each bid must be enclosed in a sealed envelope, clearly marked on the outside with information as stated on the cover page and delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the bid is considered non-responsive. Bids submitted after the date and time set for receipt will be returned to the Bidder unopened and shall be considered non-responsive.
- 3.07 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 will be opened and read publicly at the time so specified on the front cover sheet.
- 3.08 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, will be accepted as a basis for varying the requirements of the City or the compensation.
- 4.02 Pre-Bid Meetings.** When Bidders are required to make site visits or attend pre-bid meetings, all expenses shall be paid for by the Bidder, unless previous

written arrangements are made with the City. No bidder will be admitted to a pre-bid meeting after the specified start time, otherwise the bid will be considered non-responsive.

4.03 Evidence of Examination. Submission of a bid will 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 will govern over extended prices unless otherwise stated in special instructions in this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all Bidders. Also, maximum or ceiling prices should be quoted where possible when bid contain 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.

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 will issue exemption certificates if required. All applicable taxes should be shown as separate line items unless otherwise indicated.

6.02 Payment of Taxes. The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

7.0 MATERIAL ASSESSMENT:

- 7.01 Product Documentation.** Bid shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
- 7.02 Materials Data Safety Sheet (MSDS).** If so requested in the bid documents, a completed MSDS for the item(s) indicated must be provided with the bid documents. Failure to submit this form upon request shall 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, or the bid shall be considered non-responsive.
- 7.05 Sample Ownership.** Samples submitted will 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 will submit, with their bid, data necessary to evaluate and determine the quality of the item(s) they are bidding.

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.
- 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 will 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. When brand names or trade names and model numbers followed by the words "or equivalent" or "or other approved equal" are used, it is for the quality, style and features of those brands and models. Bids on equivalent items of substantially the same quality, style and features are then invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the units and provide for competitive evaluation with the brands or models.

9.0 MODIFICATIONS:

9.01 Additional Work. No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.

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/Performance/Payment Bonds. If required, Bidder shall supply a bid bond of 5% of the total bid amount. 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) in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$20,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the

contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Only the forms provided by the City for the performance and payment bonds will be accepted.

11.0 DELIVERY:

11.01 Warehouse Deliveries. Unless otherwise stated in the special instructions section of this bid request, deliveries will 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 will 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 will 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 will 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 will 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. The award will 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 will be used in making this determination:

A. Superior quality and specification adherence

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

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. The procurement office is the sole point of contact for the issuance of the contract.

12.03 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 shall be revoked, and all obligations of the City in connection with the bid shall be canceled.

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

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 will 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 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.

13.04 Coordination and Contact. The selected Bidder will 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. Further, the City of Myrtle Beach will 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 will be considered. All service and equipment offered will be in current standard production and of the latest design.

13.05 Liquidated Damages. If the Bidder fails to deliver the supplies or perform the services within the time specified in the contract, the Bidder shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$_____ per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate bidder. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Bidder will 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.

14.0 INDEMNITY CLAUSE:

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

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;
 - 2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements.
 - 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.

16.0 FINANCIAL ACCOUNTING:

16.01 Representation. The selected Bidder shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Bidder in providing contracted services to the City. If the account representative is removed by the Bidder, the new representative must be acceptable to the City.

16.02 Payment. Payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice after inspection by and acceptance of the material, goods and/or service by an authorized representative of the City.

17.0 BID REJECTION/WITHDRAWAL:

17.01 Reasons for Rejection. The City of Myrtle Beach shall 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.

17.03 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 will be allowed after the date and time of closing.

18.0 PROTESTS:

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

- A. Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the IFB, protests of the bid specifications or contract terms shall be presented to the City in writing within five (5) City of Myrtle Beach business days prior to bid closing.
- B. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms.
- C. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) city of Myrtle Beach business days to the procurement buyer.
- D. No protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting such protest in paragraph A above.
- E. Submission of a bid without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms.
- F. A decision by the procurement buyer shall be given in writing in each of such cases at least one (1) City of Myrtle Beach business day before the time set for the opening of bids. A copy of the decision may be obtained at the procurement manager's office.
- G. If, in the judgment of the procurement manager, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications, or other contract documents will be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.

18.02 Procedures/Timelines. Intent to Award:

- A. The written purchase order shall constitute a final decision of the City of Myrtle Beach to award the contract if no written protest is filed with the City within five (5) City of Myrtle Beach business days of the posting of the bid tab. If a protest is timely filed, the purchase order is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.
- B. Purchasing buyer shall notify winning Bidder five (5) City days after bid tab is posted on the City website. It is the responsibility of the Bidder to check the website. Any actual Bidder who is adversely affected or aggrieved by the award of the contract to another Bidder on the same solicitation shall have five (5) City business days after the

posting of bid tab to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The city shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's request for bids.

- C. Bidders must submit written protests of the intent to award to the procurement manager within five (5) business days. The written protest must include name and contact information of the protestor, solicitation title and number, the grounds upon which the protest is based, and relief expected.

19.0 CITY RESERVED RIGHTS:

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

- A. To reject any and/or all irregularities in the bids submitted
- B. To reject any and all bids, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D. To make the award to any Bidder who, in the opinion of senior management, is in the best interest of the City.

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 will 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 will 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 will 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 will 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 Negotiation. After determining the lowest responsive Bidder(s), but prior to the notice of award to any bidder, the City of Myrtle Beach may elect to open negotiations with the selected responsive and responsible Bidder(s) in an effort to improve the bid for a period of five (5) days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the bid documents. In the event that the apparent responsive and responsible low Bidder(s) should decline to negotiate, or should negotiations commence but fail, the City shall reject any or all bids.

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

Signature of Bidder

Date of Signing

Print Name of Bidder

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

SPECIFICATIONS

Reference: Pelican's Stadium Office #1, 4-ton Trane package heat pump replacement.

Demolition: Remove one (1) existing Trane 4-ton package heat pump and dispose per the EPA guidelines. Existing model# WCDO48C100BD, Serial# P08104510.

Installation: HVAC Provide and Install

- Install one (1) Trane 4WCC4048A10000A, or equivalent, 4-ton package heat pump with electric heat, manual outside air damper, filter rack.
- Provide a curb adapter.
- Provide a new thermostat.
- Provide a new condensate trap.
- Provide new J-traps on the condensate lines.
- Reconnect low and high voltage wiring.
- Re-use the existing disconnect.
- Startup systems and test in cooling and heating mode, and supply documents to Owner.
- Cost to include crane service.
- Warranty: one (1) year labor warranty, one (1) year parts and five (5) year compressor.

There will be no pre-bid, but vendors may visit the site by calling 843-655-1854



CITY OF MYRTLE BEACH

LOCAL VENDOR PREFERENCE

TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID

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

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

City of MB Business License Number: _____ Date issued: _____
***NOT Horry County License Number**

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

Physical Address: _____

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

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

Year: _____ County: _____
(Name of County)

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

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

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

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

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

Additional Specifications

Total price is to include all materials, labor, supplies, tools, equipment, supervision, transportation, licenses, taxes and fees as applicable.

The contractor must provide all permits, business license and a Certificate of Insurance meeting all City requirements prior to any work beginning. Insurance requirements are attached.

Include with your bid any warranties that apply.

The contractor shall take proper measures to protect any property which might be damaged. In case of damage the contractor shall restore at their own expense the damaged property to a condition similar or equal to that existing before such damage occurred, and shall be done to the satisfaction of the City.

The contractor is responsible for the safety of the project. Sound safety practices will be adhered to at all times.

Upon completion of all work, the contractor shall clean the entire work area to a "first class" condition as judged by the City.

The contractor must coordinate the working hours with the City. All working hours must be approved by the City.

Access to buildings must be maintained at all times.

The contractor shall maintain a "drug free workplace" at all times. Employees are prohibited from engaging in the unlawful manufacture, distribution, possession or use of any controlled substance.

Any theft of City property in which employee involvement is suspected, employee may be required to take a polygraph test at the expense of the contractor.

The City reserves the right to order additions, omissions, corrections, alterations and modifications as necessary.

The contractor shall guarantee all work performed against defects in workmanship for a period of one (1) year after completion of work.

The contractor shall provide and maintain a service telephone throughout the entire term of the contract.

The contractor shall comply with all applicable federal, state, county, municipal and local statutes, regulations, standards codes and ordinances.

By submission of a bid, the bidder represents that all employees are fully competent, properly trained and qualified to perform the services required.

**City of Myrtle Beach
INSURANCE REQUIREMENTS**

PUBLIC LIABILITY AND PROPERTY DAMAGE

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

AUTOMOBILE LIABILITY

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

WORKERS' COMPENSATION INSURANCE

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

EXCESS LIABILITY POLICY

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

POLICY ENDORSEMENTS

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

A. General Liability and Automobile Liability

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

B. Workers' Compensation

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

INSURANCE REQUIREMENTS continued

NOTIFICATION OF INSURANCE COMPANIES

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

CERTIFICATES OF INSURANCE

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

INSURER LICENSING AND RATING

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

INSURANCE COVERAGE ADJUSTMENTS

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

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

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

HOLD HARMLESS

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

BID AND SIGNATURE DOCUMENT
Bid Number: 17-B0053

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

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

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

Bidder-Company Name	Addenda Numbers Received
City Business License Number	Day Telephone Number
South Carolina Sales Tax Registration No.:	
If SC Sales Tax No. not supplied, please state reason:	
Federal Tax ID No. (FEIN) (Required):	_____ <u>or</u>
If Tax ID No. (TIN) is Social Security No. enter here:	
Authorized Signature	Fax Telephone Number
Printed Name	Email
Mailing Address	
City, State, Zip	Date
Remittance Address (If different from mailing address)	
City, State, Zip	Total Bid \$ _____