

# City of Myrtle Beach Invitation for Bid

## IFB 23-B0014 Window Replacement at Whispering Pines

Issue Date: September 12, 2022



*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](http://www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php)



INVITATION FOR BID	
IFB # 23-B0014 Window Replacement at Whispering Pines	
Buyer Contact:	David Bernstein 843-918-2171 <a href="mailto:dbernstein@cityofmyrtlebeach.com">dbernstein@cityofmyrtlebeach.com</a>
<b>Mandatory Pre-Bid Conference:</b> On-time attendance/sign-in is required for bid consideration.	<b>Thursday, September 22, 2022 at 10:00 AM (Local Time)</b> Whispering Pines Golf Course Club House 900 Harrelson Boulevard, Myrtle Beach, SC 29577
<b>Opening Date &amp; Time:</b>	<b>Monday, October 10, 2022 at 2:00 PM (Local Time)</b>
Bid Opening Location:	City of Myrtle Beach Purchasing 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**

**1.0 SUMMARY**

1.01 DOCUMENT INCLUDES:

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  - 2.01 Equal Weight and Force
  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
  - 2.04 Written Addenda
  
- 3.0 Requirements for Written Bid Documents
  - 3.01 Availability of Documents
  - 3.02 Responsive Bids
  - 3.03 Non-Responsive Bids
  - 3.04 Document Completion
  - 3.05 Contents of Bid Packet
  - 3.06 Single Package Requirement
  - 3.07 Bid Submission
  - 3.08 Bid Delivery/Opening
  - 3.09 Availability of Funds
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  - 4.01 Thorough Investigation
  - 4.02 Pre-Bid Meetings
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- 5.0 Pricing
  - 5.01 Unit Pricing
  - 5.02 Cash Discounts
  - 5.03 Changes in Cost
  - 5.04 Price Evaluation
  
- 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 SDS
  - 7.03 Evidence of Work/Product
  - 7.04 Sample Submission
  - 7.05 Sample Ownership
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  - 7.07 Quality of Items
  
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  - 18.05 Confidentiality of Information
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  - 21.01 Accuracy and Completeness
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1.02 DEFINITIONS:

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

## 2.0 AUTHORITY:

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

## 3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Bid documents may be obtained through the City of Myrtle Beach website ([www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Bid documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Bids.** The City of Myrtle Beach will review bids on a pass/fail basis to determine whether the bid is “responsive” to this IFB. A responsive bid will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a bid is responsive.

- 3.03 Non-Responsive Bids.** Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A bid and signature document is provided as part of the solicitation. This form must be used in submitting a bid and all pages of the bid document must be completely filled out in blue 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 thirty (30) 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](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Bidder shall be notified five (5) City business days after bid tabulations are posted.

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

### **13.0 BIDDER RESPONSIBILITIES:**

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

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

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

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

**13.05 Coordination and Contact.** The selected Bidder shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their bid, whether they are the manufacturer or producer of them. Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Bidders who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

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

**13.07 Force 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.

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Signature of Bidder

Date of Signing

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Print Name of Bidder

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



## **SPECIFICATIONS**

### **INTENT**

It is the intent of this IFB to establish a contract for wood base removal and window replacement at the Whispering Pines Golf Course, located at 900 Harrelson Blvd., Myrtle Beach, SC, 29577. There are six (6) windows that need to be replaced along the sides and rear of the golf course clubhouse. Once installation is complete the window installer is to clean each surface or unit of work to the condition expected from a commercial building cleaning and maintenance program. 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.

### **SITE VISITS**

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

A mandatory pre-bid meeting to review all equipment covered in this contract will be held at the date, time, and location(s) indicated on the first page of this IFB. On-time attendance is required for bid consideration. Late arrival and/or failure to attend required site visits will be cause for bid rejection.

Only after attending the mandatory pre-bid meeting, and at no cost to the City, bidders may schedule additional site visits to each facility listed in these specifications and inspect the equipment to be covered under the contract to ensure that they fully understand the work involved and the type(s) and condition of the equipment to be maintained. Additional site visits may be scheduled by contacting Jay Hood at 843-918-2353.

No plea of ignorance by a 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 examinations and investigations or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the City or for compensation to the successful bidder.

### **WORK REQUIREMENTS**

The specifications included herein shall establish the minimum acceptable standards for the work to be performed. The window installer must submit to the City the required design at bid time. All plans and work related items must meet all current local, state, and federal code and structural engineering requirements.

Once the new windows are properly installed, the area is to be cleaned of debris related to the project, and waste is to be removed.

## Aluminum Framed Storefronts

### 1. General:

#### 1.1. Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section

#### 1.2. Summary:

- A. Section Includes:
  - 1. Window Replacement to Storefront Framing

#### 1.3. Action Submittals:

- A. Delegated Design Submittal: For storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Detail fabrication and assembly.
  - 2. Detail anchorage system to substrate.
  - 3. Include design calculations.

#### 1.4. Quality Assurance:

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- A. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025.

#### 1.5. Warranty:

- A. Special Warranty: Manufacturer agrees to repair or replace components of storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures, including but not limited to excessive deflection.
    - b. Noise or vibrations created by wind and thermal and structural movements.
    - c. Deterioration of metals and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.
    - e. Failure of operating components.
  - 2. Warranty Period: Two years from date of Substantial Completion
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within a specified warranty period.
  - 1. Warranty Period: 20 years from date of Substantial Completion.

### 2. Products:

#### 2.1. Performance Requirements:

- A. General Performance: Comply with performance requirements specified, as determined by testing of storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.
- B. Structural-Test Performance, for exterior systems: provide systems tested according to ASTM E 330.
- C. Windborne-Debris-Impact-Resistance Performance, for exterior systems: Provide systems that pass missile-impact and cyclic-pressure tests when testing according to ASTM E 1886 and testing information in ASTM E 1996.
- D. Air Infiltration, for exterior systems: Provide systems with maximum air leakage through fixed glazing and framing areas of 0.6 cfm/sq. ft. of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 6.24 lbf/ sq. ft.
- E. Water Penetration under Dynamic Pressure for Exterior Systems: Provide systems that do not show evidence of water leakage through fixed glazing and framing areas when tested according to AAMA 50.1 under dynamic pressure equal to 20 percent of the positive wind-load design pressure, but not less than 12 lbf/sq. ft.

## 2.2. *Manufacturers:*

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Kawner North America; an Alcoa company; IR501T/IR501UT.
  2. EFCO Corporation.
  3. Oldcastle Building Envelope.
  4. YKK AP America Inc.
  5. Or equal, to be approved by owner.

## 2.3. *Framing:*

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
1. Construction: Thermally broken.
  2. Glazing System: Retained mechanically with gaskets on four sides.
  3. Glazing Plane: Center.
  4. Framing Depth: As indicated on Drawings.
  5. Finish; Three-Coat Fluoropolymer finish.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Materials:
1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

- a. Sheet and Plate: ASTM B 209.
  - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
  - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M
  - d. Structural Profiles: ASTM B 308/B 308M
2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
- a. Structural Shapes, Plates, and Bars ASTM A 36/A 36M.
  - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M
  - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M

#### 2.4. Glazing:

- A. Glazing: Comply with "Glazing" Section.
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.
- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion
- E. Glazing Sealants: As recommended by manufacturer for joint type and as follows:
  - 1. Weatherseal Sealant: ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; single-component neutral-curing formulation that is compatible with other system components with which it come in contact; Recommended by weatherseal-sealant and aluminum-framed-system manufacturers for this use.

#### 2.5. Accessories:

- A. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
  - 1. Concrete and Masonry Inserts; Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123/A 123M or AST A 153/A 153M requirements.
- B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- C. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.
- D. Joint Sealants: For installation at perimeter of aluminum-framed systems.
- E. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

#### 2.6. Fabrication:

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.

2. Accurately fitted joints with ends coped or mitered.
  3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
  4. Physical and thermal isolation of glazing from framing members.
  5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  6. Provisions for field replacement of glazing from interior for vision glass and exterior for spandrel glazing or metal panels.
  7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Still Pan: Extruded aluminum, factory fabricated to provide sealed end dams, finished to match storefront; designed to direct water away from building when installed horizontally at sill. Provide high performance sill flashing with high back leg with two weep holes at each glass lite.
1. PVC is not acceptable.
- 2.7. *Aluminum Finishes:*
- A. High-Performance Organic Finish: ThreeOcoat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surface to comply with coating and resin manufacturers' written instructions.
1. Color: Color as selected by owner from manufacturer's full range of mica and metallic finishes.

### 3. Execution

#### 3.1. *Examination:*

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected

#### 3.2. *Demolition:*

- A. Prior to installation, the Window Installer is responsible for the removal of existing windows and wooden bases. Project waste is to be removed from the Project Site, and is to be considered property of the Window Installer once removed from the Project Site, unless indicated otherwise by the Owner.
- B. It is the responsibility of the Window Installer to repair any damages to the structure or Project Site caused by the Window Installer.

#### 3.3. *Preparation:*

- A. Prepare surfaces that are in contact with structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.

#### 3.4. *Installation:*

- A. General:
  1. Comply with manufacturer's written instructions.
  2. Do not install damaged components.

3. Fit joints to produce hairline joints free of burrs and distortion.
  4. Rigidly secure nonmovement joints.
  5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
  6. Provide fasteners at spacing and recommended by manufacturer.
  7. Seal perimeter and other joints watertight unless otherwise indicated.
- B. Metal Protection:
1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spaces.
  2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install high performance sill flashing pan in accordance with manufacturer's written instructions. Apply sealant to back leg of still pan and fasten sill flashing pan in rough opening. Apply watertight sealant over fastener heads.
- D. Install storefront framing in accordance with manufacturer's written instructions. Do not penetrate sill flashing with fasteners. Install weatherseal to produce a weathertight installation. Do not block vents.
- E. Install components plumb and true in alignment with established lines and grades
- F. Install glazing as specified in "Glazing" Section.
- G. Install weatherseal sealant according to manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.

### 3.5. Erection Tolerances:

- A. Erection Tolerances: Install storefronts to comply with the following maximum tolerances:
1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
  2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
  3. Alignment:
    - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2-inch-wide, limit offset from true alignment to 1/16 inch.
    - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1-inch-wide, limit offset from true alignment to 1/8 inch.
    - c. Where surfaces are separated by reveal or protruding element of 1-inch-wide or more, limit offset from true alignment to 1/4 inch.
  4. Location: Limit variation from place to 1/8 inch in 12 feet; 1/2 inch over total length.

### 3.6. Field Quality Control:

- A. The final installation of the Work is to be approved by the Owner. The Owner reserves the right to request installations be removed, repaired, and/or replaced if they do not meet the standards and specifications detailed.

## Glazing

### 1. General:

#### 1.1. Summary:

##### A. Section Includes:

1. Glass for windows, doors, storefront framing, and glazed curtain walls.
2. Glazing sealants and accessories.

#### 1.2. Coordination:

- ##### A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thickness, with reasonable tolerances.

#### 1.3. Quality Assurance:

- ##### A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct any indicated testing.

#### 1.4. Warranty:

- ##### A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakages or to maintaining and cleaning coated glass contrary to the manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

1. Warranty Period: 10 years from date of Substantial Completion.

- ##### B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glazing glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: 10 years from date of Substantial Completion.

- ##### C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on the interior surfaces of the glass.

1. Warranty Period: 10 years from date of Substantial Completion.

### 2. Products:

#### 2.1. Manufacturers:

- ##### A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Guardian Industries Corp.

2. Cardinal Glass Industries.
3. Trulite Glass & Aluminum Solutions, LLC.
4. AGC Glass Company North America
5. Viracon, Inc.
6. Or equal, to be approved by Owner

## 2.2. Performance Requirements:

- A. Delegated Design: Engage a qualified professional engineer, to design glazing.
- B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the International Building Code and ASTM E1300.
  1. Design Wind Pressures: As indicated on Drawings
  2. Design Snow Loads: As indicated on Drawings
  3. Thickness of Patterned Glass: Base design of patterned glass on thickness at thinnest part of the glass.
  4. Differential Shading: Design glass to resist thermal stress induced by differential shading within individual glass lites.
- C. Windborne-Debris-Impact Resistance: Exterior glazing shall comply with testing requirements in ASTM E 1996 when testing according to ASTM E 1886. Test specimens shall be no smaller in width and length than glazing indicated for use on the Project and shall be installed in the same manner as glazing indicated for use on the Project.
  1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program. Expressed as Btu/sq. ft. x h x deg F.
  2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing-values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
  3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.3. Glass Products, General:

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual"
  2. IGMA Publications for Insulating Glass SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.



- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

**2.4. Glass Products:**

- A. Fully Tempered Float Glass: ASTM C1048, Kin FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to the bottom edge of the glass as installed unless otherwise indicated.
  - 2. For uncoated glass, comply with requirements for Condition A.
  - 3. For coated vision glass, comply with requirements for Condition C (other coated glass).
- B. Ceramic-Coated Vision Glass: ASTM C1048, Condition C, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quantity-Q3; and complying with Specification No. 5-1-31 in GANA's "Engineering Standards Manual".

**2.5. Laminated Glass:**

- A. Windborne-Debris-Impact Resistant Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, with "Windborne-Debris-Impact Resistance" Paragraph in "Performance Requirements" Article, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  - 1. Construction: Laminate glass with one of the following to comply with interlayer manufacturer's written recommendations:
    - a. Polyvinyl butyral interlayer.
    - b. Polyvinyl butyral interlayer reinforced with polyethylene terephthalate film.
    - c. Inoplast interlayer.
    - d. Cast-in-place and curved-transparent-resin interlayer.
    - e. Cast-in-place and cured-transparent-resin interlayer reinforced with polyethylene terephthalate film.
  - 2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
  - 3. Interlayer Color: Clear unless otherwise indicated.

**2.6. Insulating Glass:**

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E2190.
  - 1. Sealing System: Dual seals.
  - 2. Perimeter Spacer: Manufacturer's standard spacer material and construction.

3. Desiccant: Molecular sieve or silica gel, or a blend of both.

#### 2.7. Glazing Infill Panels:

- A. Flush, Formed-Edge, Impact-Resistant Metal Infill Panels MP:
  1. Manufacturers: Subject to compliance with requirements, provide products from one of the following:
    - a. Mapes Industries.
    - b. H&H Metals.
    - c. Omega Panel Products.
    - d. Or equal, to be approved by Owner.
  2. Core Material: Polystyrene.
  3. Finish: Two-coat fluoropolymer.
  4. Surface: Flush.
  5. Thickness: As indicated on Drawings.
  6. Color: As selected by Owner from manufacturer's full range.
  7. Install per manufacturer's written instructions.

#### 2.8. Glazing Sealants:

- A. General:
  1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  2. Sustainability: Comply with sealant and glass manufacturer's written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. Color of Exposed Glazing Sealants: As selected by Owner from manufacturer's full range.
- B. Glazing Sealant:
  1. Neutral-curing silicone glazing sealant complying with ASTM C920, Types S, Grade NS, Class 100/50, Use NT.
    - a. Products: Subject to compliance with requirements, provide the following:
      - 1) Dow Corning Corporation; 790
      - 2) GE Advanced Materials – Silicones; SilPruf LM SCS2700
      - 3) May National Associates, Inc.; Bondaflex Sil 290
      - 4) Pecora Corporation; 890
      - 5) Sika Corporation, Construction Products Division; SikaSil-C990
      - 6) Tremco Incorporated; Spectrem 1
      - 7) Or equal, to be approved by Owner.

#### 2.9. Glazing Tapes:

- A. Black-Bedding Matic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
  1. AAMA 804.3 tape, where indicated.

2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  3. AAMA 807.3 tape, for glazing application in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

**2.10 Miscellaneous Glazing Materials:**

- C. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- D. Setting Blocks:
1. Elastomeric with a Shore A durometer hardness of 85, plus or minus 5.
  2. Type recommended by sealant or glass manufacturer.
- E. Spacers:
1. Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
  2. Type recommended by sealant or glass manufacturer.
- F. Edge Blocks:
1. Elastomeric with a Shore A durometer hardness per manufacturer's written instructions.
  2. Type recommended by sealant or glass manufacturer.
- G. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

**3. Execution:**

**3.1. Glazing, General:**

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those referenced in glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site. Once any Project waste is removed from the Project site, it becomes the property of the Window Installer/Contractor, unless otherwise specified by the Owner. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply Primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, size and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.

### 3.5. *Cleaning and Protection:*

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damaging the coatings.
- C. Remove and replace glass that is damaged during construction period. Once any Project waste is removed from the Project site, it becomes the property of the Window Installer/Contractor, unless otherwise specified by the Owner.

### 3.6. *Insulating-Laminated-Glass Schedule:*

- A. Glass Type IR IG: Low-E-Coated, clear insulating laminated glass.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide products recommended as manufactured by Guardian Glass, or an Owner approved comparable product. Other acceptable manufacturers include but are not limited to:
    - a. Cardinal Glass Industries.
    - b. Trulite Glass & Aluminum Solutions, LLC.
    - c. AGC Glass Company North America.
    - d. Viracon, Inc.
    - e. Or equal, to be approved by owner.
  - 2. Overall Unit Thickness: 1 – 5/16 inch.
  - 3. Minimum Thickness of Outdoor Lite: 6mm.
  - 4. Outdoor Lite: Fully tempered float glass.
  - 5. Interspace Content: Air.
  - 6. Indoor Lite: Clear laminated glass with two plies of fully tempered float glass.
    - a. Interlayer Thickness: 0.90 inch.
  - 7. Low-E Coating: Sputtered on second surface.
  - 8. Winter Nighttime U-Factor: As required to meet R-Values for Local, State, and Federal Codes and Requirements.
  - 9. Summer Daytime U-Factor: As required to meet R-Values for Local, State, and Federal Codes and Requirements.
  - 10. Visible Light Transmittance: As required to meet R-Values for Local, State, and Federal Codes and Requirements.
  - 11. Solar Heat Gain Coefficient: As required to meet R-Values for Local, State, and Federal Codes and Requirements.
  - 12. Safety glazing required.

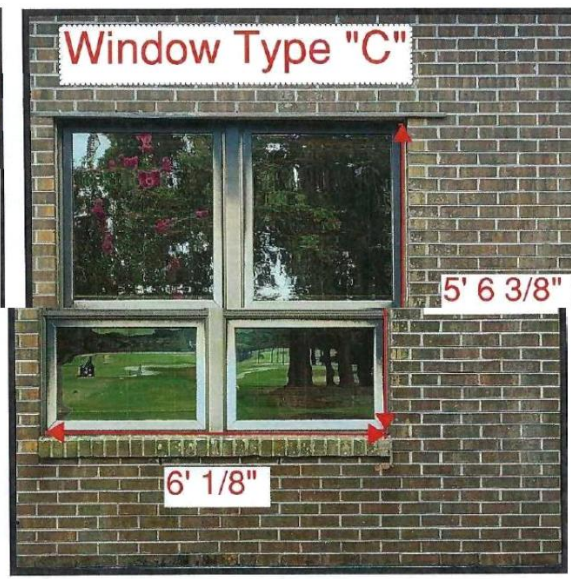
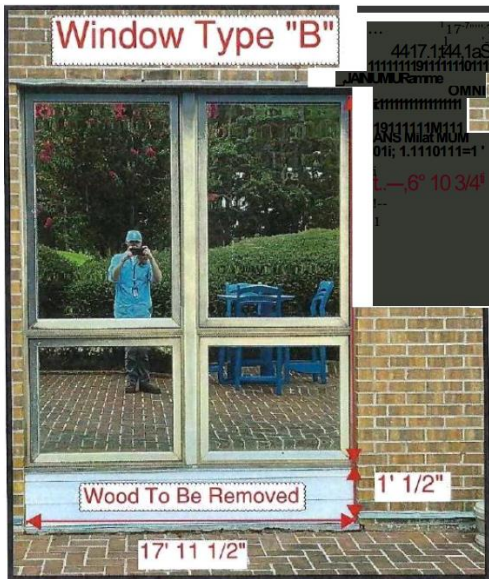
Exhibit A shows the types of windows that are currently in place. Contractor is responsible for their own measurements.

## Whispering Pines Window Replacement Project

Whispering Pines Golf Course  
900 Harrelson Blvd,  
Myrtle Beach SC, 29577

Window Replacement Count -  
3x Window Type "A"  
1x Window Type "B"  
2x Window Type "C"

Note: This sheet is for  
reference, the Contractor is  
responsible for taking actual  
field measurements.



## **SPECIAL WORK REQUIREMENTS**

### **Tools, Equipment, and Materials**

All tools and equipment used while performing the required work shall be appropriate for the task being performed, shall be in proper working order and, when applicable, properly calibrated. City facilities shall not be used to clean contractor tools/equipment.

All materials incorporated in the permanent work shall be new, and both materials and workmanship shall be the best of quality.

### **Workmanship**

All work shall be completed in a professional manner according to industry standards. The Contractor shall guarantee all work performed under the contract against any defects in workmanship and shall satisfactorily correct, at no cost to the City, any such defect that becomes apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

Access to building(s) and work area(s) must be maintained at all times and work shall be completed in such a manner as to minimize disruption to the normal operation of building occupants.

### **Warranty**

The warranty period for any materials furnished shall be for the manufacturer's standard warranty period. The Contractor shall provide to the City any written manufacturer warranty documents upon completion of the work/repair(s).

### **Job Site Clean-Up**

The Contractor shall remove from the job site daily all trash and debris associated with the work being performed and shall properly dispose of all waste. Upon completion of all work, the Contractor shall remove from the job site any remaining trash/debris and all materials, supplies, tools, and equipment associated with the work performed and the entire work area shall be cleaned to a normal or "first class" condition as judged by the City. Project spoils become the property of the window installer once they are removed from the site.

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

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

The Contractor shall pay all fines and/or penalties assessed the City by any law organization or entity having jurisdiction for the Contractor's violations of applicable statutes, regulations, standards, codes, ordinances and/or orders arising in connection with the Contractor's performance of work under the contract.

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

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

The Contractor must possess (or obtain and keep) all valid and current applicable licenses, registrations, certifications and permits required to perform the work required under this contract at all times during the term of the contract. The contractor is responsible for applying for a construction permit and submitting plans, but the permit fee for this City-sponsored project will be waived. The Contractor shall bear the cost of securing a City business license and all other required licenses, registrations, certifications, and permits, and for the payment of all applicable fees and/or taxes. No license, registration, certification, or permit shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

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

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

### **No Smoking Policy**

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

### **Attire**

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

## **WORK SAFETY REQUIREMENTS**

### **Job Site Safety**

The Contractor shall be totally responsible for the safety of the job site and all associated hazards/liabilities of the work to be conducted. Sound safety practices, including preventative personal and environmental safety measures, must be adhered to at all times.

The Contractor shall take proper measures to protect adjacent or adjoining property that might be injured and/or damaged by any process of the work to be done. In case of injury or damage due to negligence on the part of the Contractor, the Contractor shall, at the Contractor's expense and to the satisfaction of the City, restore the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done.

The Contractor shall provide any and all barricades for the work or portion of the work within which operations are being conducted. All operations and stockpiles of material and/or stored equipment shall be adequately barricaded.

## **Safety Data Sheets (SDS)**

The Contractor must acquire and maintain up-to-date Safety Data Sheet(s) (SDS) for any/all applicable products used by the Contractor to perform the work required under this contract. The City shall have the right at any time during the term of the contract to request and receive a copy of, any or all applicable SDS sheet(s). Requested SDS sheet(s) shall be provided at no charge to the City. The City will retain the right to reject any product it feels could be harmful to persons/animals, property, or the environment.

## **CHANGES IN SERVICE**

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

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

## **DELIVERY**

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

Delivery of all items shall be made to:

Whispering Pines Golf Course  
900 Harrelson Boulevard  
Myrtle Beach, SC 29577  
Attn: Jay Hood

## **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

Financial Management & Reporting Department  
 PO Box 2468  
 Myrtle Beach, SC 29578-2468

**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. FOB: Destination

Item #	Description	Qty.	Unit of Issue	Unit Bid Price	Total Bid Price
1	Windows and frames at Whispering Pines Golf Course.	1	LS	\$ _____	\$ _____

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

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

**Email Address:** \_\_\_\_\_

**BID BOND**  
**IFB #23-B0014**

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

\_\_\_\_\_  
Principal Secretary

[SEAL]

\_\_\_\_\_  
(Witness as to Principal)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

[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	
<b>PRODUCER</b> 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>						
<b>INSURED</b> Bidding Firm's Name 1000 Any Street Anytown, USA 99999			<b>COMPANY A      ABC INSURANCE COMPANY</b> 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	TYPE OF INSURANCE	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 (and Employer's Liability)</i> 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>					
<b>Description of Operations/Locations/Vehicles/Special Items:</b> City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
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 <b>30</b> 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.		
<i>INSURANCE AGENT SIGNATURE</i>						

**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-B0014**

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**

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