

# City of Myrtle Beach Request for Proposal

## RFP 24-R0003 Banking Services

**Issue Date: August 4, 2023**



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)



### **Small Business Survey**

The City of Myrtle Beach Procurement Office is interested in collecting aggregate data on the status of companies doing business with the City. We request your participation in our survey by answering the following question. Your answer(s) will not be used to make any determination in the outcome of this solicitation. This page will be removed from your submission upon proposal opening, and no personal or company information will be attached.

**Do you have any type of certification or contracting designation from the Small Business Administration, the State of South Carolina, or any other local government?**

NO

YES - Please check all that apply:

Woman-Owned Small Business

Veteran-Owned Small Business

Service-Disabled Veteran Small Business

Minority-Owned Small Business (please check all that apply)

African American

Asian American

Native American

Pacific Islander

LGBTQ

Latinx

Disadvantaged Business Enterprise (DBE)/SBA-8(A)

HUBZone

Other (please specify): \_\_\_\_\_

# City of Myrtle Beach Procurement Division

REQUEST FOR PROPOSAL	
RFP # 24-R0003 Banking Services	
Buyer Contact:	Ann Sowers 843-918-2172 <a href="mailto:asowers@cityofmyrtlebeach.com">asowers@cityofmyrtlebeach.com</a>
<b>Mandatory Pre-Proposal Conference:</b> On-time attendance/sign-in is required for proposal consideration.	N/A
<b>Opening Date &amp; Time:</b>	<b>Tuesday, September 5, 2023 at 2:00PM (local time)</b>
Proposal Delivery Location:	3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

**Bonds:** Proposals 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 proposal submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

**Public Disclosure:** If proposal contains proprietary, privileged, or confidential information, Offeror **MUST** check box. Failure to check box may be cause for public disclosure. See Section 3.09 for further details.

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

- The envelope must be marked with company name, proposal number/name, and time/date of proposal opening.
- Proposal 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 proposal shall be rejected. Proposals are not subject to public reading.

Offerors 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 Request for Proposal promotes competitive proposals. It shall be the Offeror's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by the Procurement Division no later than three (3) City of Myrtle Beach business days prior to the proposal opening date.

## Offeror to complete this section:

Name of Offeror: \_\_\_\_\_

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 REQUEST FOR PROPOSAL PACKAGE**

**1.0 SUMMARY**

1.01 DOCUMENT INCLUDES:

- 2.0 Authority
  - 2.01 Equal Weight and Force
  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
  - 2.04 Written Addenda
  
- 3.0 Requirements for Written Proposal Documents
  - 3.01 Availability of Documents
  - 3.02 Responsive Proposals
  - 3.03 Non-Responsive Proposals
  - 3.04 Document Completion
  - 3.05 Contents of Proposal Packet
  - 3.06 Single Package Requirement
  - 3.07 Proposal Submission
  - 3.08 Proposal Delivery/Opening
  - 3.09 Document and Content Ownership
  
- 4.0 Full Examination
  - 4.01 Thorough Investigation
  - 4.02 Pre-Proposal Meetings
  - 4.03 Evidence of Examination
  
- 5.0 Pricing
  - 5.01 Unit Pricing
  - 5.02 Cash Discounts
  - 5.03 Changes in Cost
  - 5.04 Price Evaluation
  - 5.05 Mobilization
  
- 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
  - 7.06 Furnished Items
  - 7.07 Quality of Items
  
- 8.0 Changes in Specifications
  - 8.01 Authority of Specifications
  - 8.02 Equipment
  - 8.03 Deviation from Specifications
  - 8.04 Material Preference
  - 8.05 Changes after Award
  - 8.06 Equivalent Items
  
- 9.0 Modifications
  - 9.01 Additional Work
  - 9.02 Adjustments to Items/Work
  - 9.03 Quantity Limits
  
- 10.0 Bond Requirements
  - 10.01 Proposal Bonds
  - 10.02 Performance/Payment Bonds
  
- 11.0 Delivery
  - 11.01 Warehouse Deliveries
  - 11.02 Dates
  - 11.03 Delivery Price
  - 11.04 Documentation
  - 11.05 Wrong Deliveries
  
- 12.0 Award Criteria/Timeline
  - 12.01 Award Criteria
  - 12.02 Contract Issuance
  - 12.03 Commencement of Work
  - 12.04 Contract Timeline
  - 12.05 Notification
  - 12.06 City Business License

- 13.0 Offeror Responsibilities
  - 13.01 Duration of Proposal
  - 13.02 Transfer of Responsibilities
  - 13.03 Drug-Free Workplace
  - 13.04 Subcontractors
  - 13.05 Coordination and Contact
  - 13.06 Liquidated Damages
  - 13.07 Force Majeure
  
- 14.0 Indemnity Clause
  - 14.01 Hold Harmless
  - 14.02 Failure to Enforce
  
- 15.0 Federal and State Laws
  - 15.01 Employment Regulations
  - 15.02 Ethics of Employees
  - 15.03 Nondiscrimination in City Contracts
  - 15.04 Compliance with Laws
  
- 16.0 Financial Accounting
  - 16.01 Availability of Funds
  - 16.02 Payment
  - 16.03 Representation
  
- 17.0 Proposal Rejection/Withdrawal
  - 17.01 Reasons for Rejection
  - 17.02 Best Interest of the City
  - 17.03 Determination of Responsibility
  - 17.04 Disqualification
  - 17.05 Withdrawal Timeline
  
- 18.0 Disputes and Protests
  - 18.01 Informal Dispute Resolution
  - 18.02 Formal Dispute Resolution
  - 18.03 Procedures/Timelines
  - 18.04 Stay of the Procurement
  - 18.05 Confidentiality of Information
  - 18.06 Post-Filing Formal Protest Process
  - 18.07 Formal Protest Decision Timeline and Notification
  - 18.08 Appeals

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

- 20.0 ADA Compliance
  - 20.01 Contact Information

- 21.0 Signatures
  - 21.01 Accuracy and Completeness
  - 21.02 Non-Collusion
  - 21.03 Compliance

1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. RFP – Request for Proposal
- C. Offeror – any vendor, proprietor, business, company, service provider, or corporation who submits a proposal to the City.
- D. Proposal – 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 proposal document.
- F. Bond – provides financial assurance that the proposal has been submitted in good faith, that an offeror will enter into a contract at the amount proposed, 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 offeror will not withdraw from the proposal, must be submitted with proposal 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 proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.
- 2.02 Written Explanations.** Only written information from the procurement manager or an authorized representative of the procurement 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 procurement division shall be final and binding upon each Offeror.
- 2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter proposal 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 Offeror 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 proposal specifications shall be made orally.

## 3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Proposal 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 Procurement Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Proposals.** The City of Myrtle Beach will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. A responsive proposal 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 proposal is responsive.



- 3.03 Non-Responsive Proposals.** Proposals 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 proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out in blue or black ink and signed by the Offeror. No proposal shall be accepted unless submitted on the forms furnished herein. The format of the proposal documents shall not be altered in any way. Written errors made on the proposal 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 Offeror in blue or black ink.
- 3.05 Contents of Proposal Packet.** The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. Alternative proposals shall not be considered. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), for proposed pricing.
- 3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and proposal 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 proposal is considered nonresponsive. It is the Offeror's responsibility to ensure that the proposal is delivered by the official opening date and time. Proposals 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 Offeror. Late proposals shall not be opened and will be returned to the Offeror unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Procurement Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are not subject to public opening.
- 3.09 Document and Content Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City and in the public domain.

However, as per the South Carolina State Procurement Code, Section 11-35-410, commercial/financial/price information and design concepts, methods, procedures, and recommendations can be held privileged and confidential, provided that the Offeror clearly marks that information as such. This includes biographical data on key employees. It will be the Offeror's responsibility to label information as proprietary. Failure to clearly identify information as privileged, confidential, and/or proprietary may be cause for public disclosure. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

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

**4.01 Thorough Investigation.** Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Offeror from any obligation in respect to the proposal.

**4.02 Pre-Proposal Meetings.** When Offerors are required to make site visits or attend mandatory pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City. Offeror 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-proposal meeting will be determined by the Buyer with an announcement of the time and the final closing for Offerors to sign-in. Any Offeror arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-proposal meeting, and any proposals received shall be considered non-responsive.

**4.03 Evidence of Examination.** Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.

#### **5.0 PRICING:**

**5.01 Unit Pricing.** Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration shall still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contains non-firm prices.

**5.02 Cash Discounts.** Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.

- 5.03 Changes in Cost.** If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Procurement 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 Offeror'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 offers submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the estimated proposed 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 Offeror's proposal. 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 proposal is unacceptable if the proposed price is materially unbalanced between line items.
- 5.05 Mobilization.** For projects requiring mobilization to the work site, proposal prices shall include the movement of personnel, equipment, and/or supplies necessary to complete the work specified as a separate line item. This shall include any temporary offices, buildings, or other facilities that may be necessary. The price shall not exceed ten percent (10%) of the overall proposal price, or up to the limit as defined in the project specifications, whichever is less.

## **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.** Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
- 7.02 **Safety Data Sheet (SDS).** If so requested in the proposed documents, a completed SDS for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.
- 7.03 **Evidence of Work/Product.** All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
- 7.04 **Sample Submission.** When samples are required with a proposal, they must be submitted with the proposal unless approved by the procurement manager or procurement 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 Offeror unless previous written arrangements are made with the City.
- 7.06 **Furnished Items.** Offerors 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.** Offerors shall submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing. Unless otherwise specified, the Offeror shall unconditionally guarantee the items and workmanship being proposed. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Offeror, upon notification and at the expense of the Offeror, shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure to replace items, the City may return the rejected items to the Offeror at the Offeror'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 proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part

has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

**8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Offeror 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 proposal.

**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 procurement division; otherwise, the responsibility for such changes shall be with the Offeror.

**8.06 Equivalent Items.** For items identified in this proposal as "brand name or equal," the Offeror's proposal 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 proposal
- 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 procurement buyer
- D. A clear description of any modifications the Offeror plans to make in a product so that it conforms to the proposal requirements

Compliance verification is performed by the City procurement buyer and their requestor(s). The procurement buyer is required to evaluate "equal" products on the basis of information furnished by the Offeror, or identified in the proposal. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. An Offeror's product will 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 proposal.

## **9.0 MODIFICATIONS:**

**9.01 Additional Work.** The proposal 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 procurement 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.

**9.03 Quantity Limits.** At the time of award, if required, the City reserves the right to set a maximum dollar limit that may be expended on the project or requirement. Contract quantities of any and/or all items may be increased, decreased, or eliminated to adjust the contract amount to coincide with the amount of service-related work or supply items to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, decrease, or eliminate the contract quantities in any amount.

## **10.0 BOND REQUIREMENTS:**

**10.01 Bid Bonds.** If required, Offeror shall supply a bid bond of 5% of the total proposal amount to be submitted with the proposal 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 Offeror 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 proposal request, deliveries will be accepted during the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding City holidays.

**11.02 Dates.** The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall

be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery shall be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

**11.03 Delivery Price.** Proposal prices are to be Delivered Price (FOB Destination). Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City 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 procurement 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 will be made within the time specified to the responsible Offeror meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria shall 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 proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror 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 Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through three hundred sixty-five (365) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Procurement Office.
- 12.04 Contract Timeline.** In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.
- 12.05 Notification.** Proposal tabulations will be available on-line at [www.cityofmyrtlebeach.com/purchasing.html](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Offeror shall be notified five (5) City business days after proposal tabulations are posted.
- 12.06 City Business License.** The successful Offeror 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 proposal; however, any offeror that receives an award under this proposal 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 OFFEROR RESPONSIBILITIES:**

- 13.01 Duration of Proposal.** Proposal 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 proposal. The successful proposal 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 proposal time. Price decreases or changes in terms by others after the acceptance of a proposal 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, Offerors are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Offeror 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 Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

**13.05 Coordination and Contact.** The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror 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 Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size 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 Offeror fails to deliver the supplies or perform the services within the time specified in the contract, the Offeror 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 offeror. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Offeror 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 Offeror.

**13.07 Force Majeure.** Neither party shall be held responsible for failure to perform the responsibilities imposed by this proposal 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 proposal shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the proposal.

## 15.0 FEDERAL AND STATE LAWS:

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

- 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 Offeror 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 proposal. Offer 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, Offeror 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 Offeror shall, in the performance of work under this proposal, 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 RFP opening date, all proposals received on time will be opened as indicated in the solicitation. 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 Offeror receives notice of such availability from the City's Procurement division. If funding is not made available, the RFP 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 Offeror shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Offeror in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the proposal. 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

proposal. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.

## **17.0 PROPOSAL REJECTION/WITHDRAWAL:**

- 17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a proposal if:
- A. The Offeror misstates or conceals any material fact in the proposal; or if,
  - B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
  - C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.
- 17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.
- 17.03 Determination of Responsibility.** The City may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the City any requested information and data for this purpose at the Offeror’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 Offeror if the evidence fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this proposal.
- 17.04 Disqualification.** Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror’s inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror 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.** Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

## 18.0 DISPUTES AND PROTESTS:

**18.01 Informal Dispute Resolution.** An Offeror who has a concern with a decision made by the Procurement Agent or designee, shall first inform the Procurement 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 proposal document specified a shorter time period. The Procurement Agent or designee shall discuss the issue(s) with the Offeror in an attempt to resolve the dispute.

**18.02 Formal Dispute Resolution.** An Offeror 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 Procurement 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 proposal amount. In a case where the protestor did not submit a proposal, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible proposal 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 Procurement Agent or designee, the written protest and administrative fee must be received by the Procurement 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 Procurement 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 Procurement 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 Procurement Agent or the designee shall direct the contractor not to engage in any further performance of the contract or agreement, unless the Procurement 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 Procurement 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 Procurement 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 Procurement 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 Procurement 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 Procurement 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 proposals submitted
- B. To reject any and all proposals, 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 Offeror 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 Offeror.
- F. Only the evaluation factors specified in this solicitation may 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 Offeror as to the interpretation of this request for proposal, the decision of the City will be final and binding upon all parties.

**19.03 Clarification.** The City of Myrtle Beach reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware 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 RFP process.

**19.06 Performance Failure.** In the event that the Offeror fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Offeror written cure notice of such failure. The Offeror 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 Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves

the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the procurement 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 proposal 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 Offeror, 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 Negotiation.** Prior to the notice of award to any offeror, the City of Myrtle Beach may elect to open negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The negotiation period shall be no more than five (5) City business days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that negotiations should commence but fail, the City shall reject any or all proposals.

## **20.0 ADA COMPLIANCE:**

**20.01 Contact Information.** Questions concerning the proposal requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this proposal 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 proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended are a complete and correct statement of prices.

**21.02 Non-Collusion.** The authorized signer of the proposal certifies that the proposal is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal. 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 an Offeror from submitting a proposal.

**21.03 Compliance.** By signature below the Offeror affirms that they have examined, understands, and accepts all instructions, specifications, terms and conditions of this solicitation. No additional Offeror terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Offeror 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 Offerors as set forth in law are met.

---

Signature of Offeror

Date of Signing

---

Print Name of Offeror

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

**INTRODUCTION**

The City of Myrtle Beach (the “City”) is seeking proposals from qualified banking institutions to provide comprehensive banking services to the City for a period of five (5) years, with the option for annual renewal contingent upon the banking institution’s satisfactory performance, provided that all terms and conditions remain the same and a continued relationship is in the best interest of the City. The purpose of this RFP is to solicit proposals from qualified banks to provide the City with high-quality banking services at competitive prices. The primary intent of the professional banking services procurement process is to obtain banking services that best meet the needs of the City consistent with, but not limited to the following: a fair and reasonable fee structure, reputation of the institution, technological capabilities, the degree to which the City's requirements will be met, and prior experience of principals involved.

**BACKGROUND**

The City of Myrtle Beach is a growing community with a population of over 30,000 residents. It is a popular tourist destination with millions of visitors each year. The City has a budget of approximately \$358 million and operates with a strong commitment to financial management and accountability.

**MINIMUM BANK QUALIFICATIONS**

Proposers must meet the following minimum requirements in order to respond to this RFP:

- Chartered to do business in South Carolina;
- Maintain at least one full-service branch within the city limits of the City of Myrtle Beach;
- A sending and receiving bank of the National Automated Clearing House Association (NACHA);
- Agree to provide all banking and investment services to the City as outlined in this RFP;
- Agree to provide 100% collateral on all funds in excess of FDIC limit the City has on deposit with the bank;
- Provide assigned individual and direct customer service and account management staff to work with the City and the location of the individual(s) occupying this position(s). Proposers shall identify a single point of contact serving as senior account manager and focal point for all activities.

The awardee will be required to review quarterly any available changes in interest rates and/or Earnings Credit Rates (ECR) as economic climates change, along with any changes to compensated balances as created by these changes. The awardee will also be required to provide an annual analysis of all City banking services to ensure that the City is performing in the most efficient and effective manner possible, while utilizing new technological advancements if they are in the best interest of the City.

**SCOPE OF SERVICES**

At a minimum, the City will require the following 27 accounts which include 3 master accounts. All City bank accounts will require the ability to transfer funds between accounts:

<u>ACCOUNT NAME</u>	<u>ACTIVITY/TYPE</u>
Repo	Overnight Sweep/Savings
General Operating	Deposits, Wires, ACH/Master-Sweeps to Repo

General Disbursement	Checks, ACH/ZBA
Payroll	Checks, ACH/ZBA
Convention Center	Deposits/ZBA
Cashier Window	Deposits/ZBA
Library	Deposits/ZBA
Miscellaneous	Deposits/ZBA
Police Revenue	Deposits/ZBA
Parks and Recreation	Deposits/ZBA
Redeposits	Deposits/ZBA
Parking Citation Revenue	Deposits/ZBA
Hospitality Fee	Deposits/ZBA
Parking Utility	Deposits/ZBA
EMS Billing	Deposits/ZBA
Insurance Premium	Deposits, Checks/Master – Interest Bearing
Employee Insurance	Checks, ACH/ZBA
Self-Insurance	Deposits, Checks/Master-Interest Bearing
Self-Insurance Claim	Deposits/ZBA
Federal Sharing Program	Deposits, Checks/Interest Bearing
Fireman’s Trust Fund	Deposit, Checks
Police Bond Account	Deposit, Checks
Police Trust Account	Deposits, Checks/Interest Bearing
MBPD Fed Dept. of Treasury	Deposits, Checks/Checking
MBSC Operating	Deposits, Checks, Wires
MB Downtown	Deposits, Checks/Interest Bearing
Oceanfront	Deposits

The City of Myrtle Beach will also require the following bank services:

- **Overnight Investment Service (Sweep):** The City has one (1) overnight sweep account for nightly investment of interim deposits of funds in excess of the compensating balance. Funds are only to be swept from the primary account (General Operating).
- **Wire Transfer Services:** Two (2) City accounts will need the ability to perform wire transfer services when necessary. Dual Custody will be required for all outgoing wire services and the ability to create and store recurring/repetitive wire instructions/templates and future-dated wire instructions.
- **Automated Clearing House (ACH):** Three (3) City bank accounts will utilized ACH services. The bank must provide the City with Automated Clearing House (ACH) services for direct deposit of payroll, collection of utility bills, and other electronic payments. Each of these accounts will require an ACH Fraud Filter on all ACH credits and debits not authorized by the City. The City currently uses Paymentus for utility payments in the form of e-check, credit/debit cards, and monthly draft. The City has approximately 1,000 full-time and 300 part-time staff, most of whom receive their payroll distribution via ACH deposit. The payroll ACH direct deposit file will be delivered to the bank’s online system in a NACHA file format.

- **Monthly Statements and Account Analysis:** All City bank accounts are required to receive monthly account statements for reconciliation purposes within two (2) business days after month end. The City requires a full account analysis on a monthly basis.
- **Collection and Deposit Services:** The City uses separate accounts for the deposits of governmental and utility monies collected from customers and departments. Deposits are made daily and consist of currency, coin, and check. Awardee will furnish pre-printed deposit tickets, coin wrappers, and keyed and disposable deposit bags to the City at no charge. The appropriate deposit slips provided by the bank will accompany each deposit.
- **Collateralization of Deposits:** All deposited funds beyond the limits of FDIC coverage must be one hundred percent (100%) collateralized by federal, state, or municipal securities consistent with the South Carolina State Code of Laws governing municipalities.
- **Lockbox:** The City's lockbox service processes an average of 7,100 utility account payments each month and approximately 200 payments received without a payment coupon. The City strongly prefers that the lockbox remit address be a PO Box in Myrtle Beach, South Carolina. The City will require images of all checks, coupons, and correspondence processed each day to be available the next business day for reporting and researching purposes. All items that are not able to be processed by the lockbox (check only transactions, check vs. coupon mismatch) will be available for online decision each day. All images will be retained and can be accessible for at least five years. Any items received by the lockbox that do not include a payment will be returned to the City for processing.
- **Online Banking Services:** The City requires a full array of on-line banking services such as the ability to view the status of checks, stop-payments, on-line wire transfers, etc. The system should be secure, easy to use, and web-enabled. All proposing banks must include information on how banking data can be interfaced with the City's financial management system (INFOR), and what support (i.e. – online services training) would be available under the contract. The City receives a BAI2 file daily to interface with INFOR for the bank reconciliation.
- **Electronic Storage of Documents:** The City's current records retention schedule requires that bank statements and check images be retained for five (5) years post-audit, which would generally mean that the documents must be retained for six (6) years. The bank must provide a CD-ROM containing, in a database format, a listing of canceled checks and an image copy of the front and back of each check. All bank accounts may be included on a single CD-ROM.
- **Purchasing Card Services:** The City currently utilizes Purchasing Cards ("P-Cards"). Approximately 35 P-Cards have been issued and the City is looking to expand the number issued to approximately 100. Because the program has recently been implemented, annualized purchases and average card volume per card numbers are not well defined.
- **Remote Deposit Services:** The City is not requesting Remote Deposit Services at this time but may request information from the responding bank in the future if needed.
- **Stored Value Cards:** The City issues prepaid cards annually for payment of per diem to outside policing agencies that assist with May Bike Week. Approximately 300 cards at \$150 are issued.
- **Overdraft Processing:** The City does not have a history of overdrafts.
- **Positive Pay or "Payee" Positive Pay Service:** The City uses positive pay to help prevent check fraud. Therefore, checking account services should include the Positive Pay feature with exception reporting/return of unknown items.
- **Stop Payment Services:** The City requires that the accounts utilizing Positive Pay will also utilize online stop payment access.

### **Other Services:**

- **Additional Accounts or Services** - If the City develops a need for additional accounts or services during the term of the depository agreement, those new accounts or services shall be provided with the same conditions as apply to existing accounts.
- **ATM** – The City currently uses a third party vendor for one (1) ATM located in the lobby of the police department.
- **Armored Car Service** – The City’s Convention Center utilizes Loomis armored car service once a week to collect deposits for parking revenue.
- **Payment Card Services:** The City utilizes a third-party vendor for all merchant transactions. The City is not requesting Payment Card Service information at this time but may request information from the responding bank in the future if needed.
- **Other Value Added Banking Services** - Please feel free to describe any other added banking or related services that your bank would be willing to offer or feel would be beneficial to the City, but have not specifically been addressed.

### **Optional Services:**

- **Group Banking Option** – The City would like the option to provide group banking to all requesting employees. The group banking option should include, at a minimum, the following:
  - Waiver of monthly maintenance fees on regular checking accounts with direct deposit
  - Overdraft protection, subject to credit approval
  - Free initial order of checks
  - Unlimited free ATM transactions when transactions are from the bank’s ATM
  - Free check cashing
  - MasterCard or VISA availability with a competitive interest rate and no annual fee, subject to credit approval
  - Free on-line banking services

## **SUBMISSION REQUIREMENTS**

Proposals are to be organized in two parts. The first part will include general banking information, and the second part will include specific service information.

### **General Banking Information**

- ❖ Financial strength
  - Capital ratios, asset quality, earnings, liquidity, sensitivity to market risk, deposits, and loans.
  - Financial statements for the past two fiscal years (with an unqualified opinion from a certified public accountant). Require the bank to resubmit its financial statements for each year of contract.
  - Call reports for the last four quarters or credit rating information for senior and subordinate debt from a recognized credit rating agency (e.g. Moody’s, S&P, etc.)
  - Rating information from recognized bank rating agencies (e.g. Veribanc, Highline, etc.).
  - Confirmation from the awardee that it will communicate to the City any changes in its credit rating or bank rating during the contract period.

- ❖ Proof of current standing as an eligible public depository
- ❖ Community Reinvestment Act (CRA) rating and rating authority. Include information on the bank's CRA activity within the City's jurisdiction.
- ❖ Bank locations (main office and branches near the City)
- ❖ Description of industry standard index and spread upon which available balances earn interest or earnings credit by account type.
- ❖ Funds availability schedule and policy (if it differs from schedule)
- ❖ A copy of the bank's proposed custodial agreement for the collateral pledged to secure the City's account executed under the FIRREA requirements.
- ❖ Confirmation that the bank will adhere to City's collateral policy.
- ❖ Bank's disaster recovery plan (back-up sites and system back-up process).
- ❖ Description of the bank's dispute resolution and customer service/feedback process.
- ❖ Incentives offered for transition or retention.
- ❖ Account Servicing:
  - Designated account representative. (Representative should have sufficient decision-making authority within the bank in order to resolve issues. In addition, the representative should have a strong understanding of the City's operations.)
  - Back-up staff person
  - Bios of all personnel assigned to the government
- ❖ References (including two comparable public entities)
- ❖ Historical rate attachment that gives the average of interest bearing options for the prior 12 months (interest bearing accounts, money market accounts, ECR, and sweep rates)
- ❖ Transition plan approach and timeline defining implementation periods and defined responsibilities.

**Specific Service Information – Must include fee attachment listing pricing for all services**

Describe the Overnight Investment Service Options offered:

- Policy and processes
- Reserve requirement
- Describe alternate investment choices, the procedures, and provide return history for the previous three years for each option proposed

Describe the Wire Transfer Services offered:

- Policy on daylight overdrafts, including aggregation of accounts and wire deadlines
- City's Ability to initiate and monitor wire transfers online
- Ability to create and store recurring/repetitive wire instructions/templates
- Ability to create and store future-dated wire instructions
- Security measures for wire initiation and approval

Describe the ACH Services offered:

- Method by which the City can submit ACH files or initiate ACH via bank software
- Pre-notification policy and cost
- Re-presentment of checks (RCK) through ACH on a targeted date
- Security measures for ACH initiation/origination and ACH reception (ACH filters and blocks)

Describe the Availability of Funds:

- Describe the bank's determination and calculation of availability of deposited items.
- Provide a copy of the availability schedules the bank proposes to use for the City

Describe the Monthly Statements and Account Analysis:

- Provide a sample copy of a monthly statement and account analysis
- Describe the services provided including:
  - When reports are available and how they are made available (e.g., online)
  - How long report images are maintained online
  - The bank's dispute resolution process

Describe the Collection and Deposit Services offered:

- Cutoff times and requirements by location (vault, teller, bank center, branch)
- Bank policy on strapped/rolled and pricing basis
- Credit advice processing (online or mailed)
- Discrepancy and write off policies
- Type of deposit bag used/required
- Change order processing
- Standard return and re-clear processing
- Deposit locations
- Deposit reconciliation services availability

Describe the Collateralization of Deposits:

- Proposer must confirm that amounts held in collateral will not be reduced without the City's approval
- Provide name of custodian to be used

Describe the Lockbox Services offered:

- Deadline and format of data transmissions
- Current lockbox address and location requirement
- Locations of processing centers
- Handling of unprocessable items or return items
- How processing errors are resolved and expected timeframes for resolution
- Remittance document layout requirements
- Timing requirements
- Transmission requirements (bank to government and government to bank)
- Treatment of exception (non-standard, unprocessable, walk-in) items
- Imaging capabilities
- Conversion of consumer checks to ACH payments
- Disposition of documents (including imaging capabilities and truncation)

Describe the online services and provide a list of all capabilities, including the ability to provide the following basic services:

- Reporting:
  - Daily balance reporting – summary
  - Daily balance reporting – detail (with check detail and images)
  - Daily ACH and wire with full addenda information

- Current day reporting
- Intra-day reporting (real time or delayed), optional
- All reports can be converted to Excel.
- Execution of Transactions:
  - Transfers between accounts
  - Initiation of wire transfers
  - Initiation of stop payment orders
  - Positive pay actions including time requirements
  - Initiation of ACH transactions; recurring/repetitive/future ACH debit (collection) or credit (direct deposit) transactions
  - Maintenance of wire transfer templates
  - Stale-dating of checks
  - Other services such as EDI, remote collection, controlled disbursement
  - Confirmations availability and format
- Internal Controls:
  - Online cleared check information/images
  - Multi-level security administration requirements (self-administration preferred)
  - Positive pay reports (including imaging of exception items).
  - Training of government's system administrator for managing access.

Describe Electronic Document Storage options offered:

- Examples may include archiving by CD or online
- Provide information on retention periods

Describe the Purchasing Card Services offered:

- Online card management processes: new card issuance, deletion, replacing, modifying, etc.
- Settlement terms/billing cycle options
- Payment options
- Card control and usage restriction options
- Information reporting capabilities – paper vs. electronic
- Technical capabilities – Internet
- Security features – including account number encryption policy
- System requirements
- References
- Interface options with internal financial systems, specify interface requirements
- Fraud policy
- Rebates for purchases
- Virtual card options, including one-time-use card payments

Describe the Stored Value Card services offered:

- Availability of service
- Bank's experience
- Online initiation and update requirements
- Dormancy
- Multi-lingual services and customer support
- Service charges to users
- Turnaround time for issuing new card



Describe the Overdraft Processing Service offered:

- Whether accounts are aggregated for calculation/fee purposes
- Rate basis for overdrafts
- Rate basis and definition of “daylight overdrafts”

Describe the Positive Pay Services offered:

- Positive pay services and verification items
- Teller data update schedules
- Data transmission methods and time windows
- Control options – notification default
- Internet/online access (including technical capabilities and system requirements)

Describe the Stop Payment Services offered:

- Online stop payment services (initiation and renewal)
- Confirmation requirements
- Duration of a stop payment (e.g., six months or in perpetuity) and renewal processing options.

Institution must submit four (4) sealed original paper copies with all required forms along with one (1) searchable electronic copy on a USB flash drive in Microsoft Word or PDF format. All proposals are due no later than 2:00PM (local time) on Tuesday, September 5, 2023. Proposals must be submitted in a sealed envelope and delivered to:

Ann Sowers, Procurement Manager  
City of Myrtle Beach Procurement Division  
3231 Mr. Joe White Avenue  
Myrtle Beach, SC 29577

Late or electronic-only proposals will not be accepted. The City is not responsible for late or misdirected mail.

All proposals shall be signed by the authorized representative of the bank. Attachments may be made to the proposal; however, supplemental information should be kept to a minimum. Extraneous or promotional material will not be considered. The City of Myrtle Beach does not expressly state or imply any obligation to reimburse responding forms for any expenses incurred in preparing submissions in response to this request.

## **QUESTIONS**

Questions regarding this RFP must be submitted in writing via e-mail to [asowers@cityofmyrtlebeach.com](mailto:asowers@cityofmyrtlebeach.com). Official time of receipt will be marked by the time the e-mail is received, and not by the time that it is sent. E-mail messages can take up to ten (10) minutes or more to be delivered to the intended recipient. All questions received by the deadline of 10:00AM (local time) on Friday, August 18, 2023 will be answered via addendum.

## **AWARD CRITERIA**

The City will identify a team of individuals to independently review and evaluate the responses received. Proposals will be evaluated based on the following criteria (Note: these criteria are not necessarily listed in order of importance):

1. Responsiveness to the RFP requirements
2. Experience and qualifications of the bank and its staff in providing similar services
3. Financial strength and stability of the bank

4. Quality and comprehensiveness of the proposed services
5. Fees and pricing of the proposed services
6. Best rate of interest paid historically on accounts
7. Best earnings credit rate
8. Technology platform and online banking services
9. Compliance program and regulatory findings
10. References from current or former clients in the public sector

After independent review, the team will work together to arrive at a final ranking of all submittals. After ranking is completed, interviews and/or presentations may be conducted, at the discretion of the City. Discussions may be conducted with responsible proposers who submit banking service proposals which appear to be eligible for contract award, for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements herein. In the event the City of Myrtle Beach receives numerous proposals for consideration, the City will evaluate and analyze all proposals received as of the date shown above. The City of Myrtle Beach may, as needed, call in for interviews and discussions representatives of any or all of the banking institutions submitting bids.

The City reserves the right to waive technicalities or irregularities, to accept the proposal and award a contract, to postpone acceptance and award of the contract, to reject any and all proposals received and re-advertise the project, to negotiate for a partial scope of work, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City.

No contract may be assigned, sublet, or transferred without the written consent of the City of Myrtle Beach.

**PROJECT TIMELINE**

<b>Action</b>	<b>Date</b>
Requests for Proposals Issued	August 4, 2023
Questions Due ( <a href="mailto:asowers@cityofmyrtlebeach.com">asowers@cityofmyrtlebeach.com</a> )	Friday, August 18, 2023 at 10:00AM (local time)
Responses to Questions Distributed	Friday, August 25, 2023
Proposals Due	Tuesday, September 5, 2023
Evaluation Period	September 5-29, 2023
Interviews of Selected Banks (as needed)	October 2-6, 2023
Intent to Award	Friday, October 13, 2023

The City of Myrtle Beach reserves the right, at its sole discretion, to adjust the schedule as it deems necessary.

**City of Myrtle Beach  
INSURANCE REQUIREMENTS**

**LIABILITY INSURANCE**

A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies that is/are financially sound, possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service, insuring the Contractor against all liability, subject to policy terms, conditions, and exclusions, for injuries to persons (including wrongful death) and damages to property and any other liability arising from or caused by the Contractor's activities on premises or for services performed under this Contract. For those companies not subject to A.M. Best's ratings or equivalent, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved with such approval not to be unreasonably withheld.

B. Contractor shall advise of any cancellation, non-renewal, or material change in any policy within ten (10) business days of Contractor receiving notification of such action from the insurer.

C. All of the policies, excluding Professional Liability, required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, shall be non-contributing with respect to the Contractor's insurance. Any self-insured retention, deductible, or similar obligation on all of the policies shall be the sole responsibility of the Contractor.

D. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity as defined in the Contract. The Contractor must protect the Personally Identifiable Information data to which the Contractor has access to or is holding.

E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

**INSURANCE COVERAGE AND MINIMUM LIMITS**

**1. Commercial General Liability**

- a) Shall be written on an "occurrence" basis with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Coverage written on a "claims-made" basis is not acceptable.
- b) Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, and Damage to Rented Premises.
- c) Additional Insured: The City of Myrtle Beach shall be included as an Additional Insured.
- d) Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation.

## **2. Business Automobile Liability**

- a) Not applicable. This contract does not require Contractor to use any vehicle to fulfill the services contemplated by this Contract.

## **3. Workers Compensation and Employers Liability**

- a) Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed to cover each employee who is or may be engaged in work under this Contract.
- b) Coverage is compulsory in the for employers of three or more employees, to include the employer and subcontractors. If the Contractor is required by South Carolina law to carry Workers Compensation coverage, the coverage shall be at Statutory Limits.
- c) Employers Liability shall be a limit of not be less than One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- d) Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation.

## **4. Fidelity Bond or Commercial Crime Insurance**

- a) Shall be a limit of not less than Ten Million Dollars (\$10,000,000) per occurrence.
- b) Coverage shall include, but not be limited to, loss of, and loss from damage to, covered property such as money and security.
- c) Coverage shall also include comprehensive dishonesty, negligence, disappearance and destruction; larceny; burglary; robbery; money orders and counterfeit currency; depositors' forgery; computer fraud and all losses of funds belonging to the City of Myrtle Beach while in the custody and control of the Contractor.
- d) Loss Payee: The City of Myrtle Beach shall be listed as the Loss Payee.

## **5. Professional Liability (Bankers Errors & Omissions)**

- a) Subject to policy terms, conditions, and limitations there shall be a limit of not less than Ten Million Dollars (\$10,000,000) per claim for all employees covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.
- b) Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than two years from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.

## **6. Cyber Liability (Network Security/Privacy Liability)**

- a) Subject to policy terms, conditions, and limitations there shall be a limit of not less than Ten Million Dollars (\$10,000,000) per claim.
- b) The network security/privacy liability coverage exposures shall include, but not be limited to:
  - (1) Coverage for unauthorized access, denial of service attacks, computer viruses, Trojan horses, worms, transmission of any other type of malicious or damaging code, and failure of security;
  - (2) Hostile action or threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system, including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;

- (3) Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
  - (4) Denial of service for which the Contractor is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
  - (5) Loss of service for which the Contractor is responsible that results in the inability of a third party, which is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
  - (6) Failure to prevent access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
  - (7) Breach of privacy and the failure to protect and disclosure of personally identifiable information, and health information no matter how such loss occurs;
  - (8) Violation of privacy regulations, as defined by the insurance policy, in connection with the protection of information;
  - (9) Coverage shall not exclude notification and crisis management costs, identity theft monitoring and regulatory defense;
  - (10) Disclosure of any third party's proprietary information including liability for interruption or any third party's business including claims for loss of use.
- (c) Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than three years from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.
- (d) Additional Insured for Vicarious Liability: The City of Myrtle Beach shall be included as an Additional Insured for Vicarious Liability as in respects to the Contractor's actions on behalf of the City of Myrtle Beach.
- (e) Amend Insured v. Insured Exclusion: The policy shall not contain an exclusion for coverage in the event an "Additional Insured" brings an action against the "Named Insured". In the event the policy contains an "Insured v. Insured" exclusion, the Contractor shall ensure the "Insured v. Insured" exclusion is amended to allow an "Additional Insured" to bring an action against the "Named Insured".

**ADDITIONAL TERMS AND CONDITIONS**

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

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List any exceptions to specifications:

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

**PROPOSAL AND SIGNATURE DOCUMENT**

**Proposal Number: 24-R0003**

The undersigned, as Offeror, declare that we have examined all proposal 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 proposal 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 proposal specifications and proposal invitation issued by the City of Myrtle Beach for this proposal. Any exceptions are clearly noted as required.

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

---

**Offeror – 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 proposal.**

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.