



REQUEST FOR PROPOSAL

MUNICIPAL CAMPUS MASTER PLAN

City of North Myrtle Beach, Horry County, SC

2026-002AB

The City of North Myrtle Beach is seeking proposals from qualified multidisciplinary design and planning consulting firms to lead the development of a Municipal Campus Master Plan.

Questions Due: **Thursday, March 5, 2026, at 3:00 PM ET**

Proposals Due: **Thursday, March 19, 2026, at 3:00 PM ET**

The City of North Myrtle Beach reserves the right to waive informalities and to accept or reject any or all Bids, and to award the contract in its best interests. For documents register FREE at www.BidNetDirect.com

For documents or information, register FREE at:

<https://www.bidnetdirect.com/public/user-registration>

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City of North Myrtle Beach
MUNICIPAL CAMPUS MASTER PLAN
NUMBER 2026-002AB

Questions Due: Thursday, March 5, 2026, at 3:00 PM ET
Proposals Due: Thursday, March 19, 2026, at 3:00 PM ET
Virtual Submission Portal: www.BidNetDirect.com
Purchasing Agent: City of North Myrtle Beach
Attn: Amber Bell, Purchasing Agent
Fleet-Facilities-Purchasing Offices
1120A 2nd Avenue South Rm 107
North Myrtle Beach, SC 29582
(843) 280-5696

NAME AND ADDRESS OF BIDDER:

Name of Bidder: _____
Address: _____
City, State, Zip Code _____
Phone Number: _____
Email Address: _____

PROPOSAL MUST BE SUBMITTED IN ITS ENTIRETY. DO NOT REMOVE OR ADD PAGES TO THIS DOCUMENT. DOCUMENT MUST BE RECEIVED THROUGH THE VIRTUAL BIDDING PLATFORM KNOWN AS BIDNET DIRECT AT WWW.BIDNETDIRECT.COM. NO OTHER FORMS OF SUBMISSION WILL BE CONSIDERED.

I. INTRODUCTION AND SCOPE OF SERVICES

Introduction and Scope of Services

Intent and Vision

The City of North Myrtle Beach (City) is seeking proposals from multidisciplinary design and planning teams to lead the development of a Municipal Campus Master Plan. This effort will establish a long-range vision for the organization, use, and redevelopment of municipal properties located in the core of the City.

Our goal is to reimagine the City's municipal campus as a cohesive civic district that reflects the City's values, serves the needs of our growing population, and elevates the experience of public service and public space. The selected consultant will work closely with City leadership and staff to develop a strategy that balances near-term functionality with long-term adaptability.

The campus is located just steps from Main Street, the heart of North Myrtle Beach and the focus of an emerging effort to establish a formal Cultural District. As such, this master planning process must carefully coordinate with the cultural district initiative and ensure that any physical or programmatic recommendations reinforce the vibrancy and identity of Main Street. We are particularly interested in planning approaches that strengthen civic life, improve pedestrian connectivity, and create a sense of place within the broader context.

The resulting plan should be structured around a clear phasing strategy that accounts for funding realities, operational continuity, and sequencing constraints. This may be a generational effort, and we are seeking a consultant team that can provide a compelling framework to guide incremental implementation while preserving design integrity and institutional alignment over time.

The City is committed to engaging a consultant team that brings not only technical expertise and project management skills, but also design leadership, big-picture thinking, and the ability to synthesize input from a range of stakeholders into a compelling and implementable plan.

Project Overview

The City of North Myrtle Beach maintains a large municipal campus located near Main Street and adjacent to the Intracoastal Waterway. The campus includes a mix of administrative offices, operational facilities, civic uses, and public amenities. While it serves as the functional heart of City government, it has evolved incrementally over decades and lacks cohesive identity, clear organization, or a long-term vision for growth.

Key facilities include City Hall (housing most administrative departments), a public safety building that incorporates Fire Station #1 and is at the end of its useful life, a health clinic and support services building, and a range of ancillary uses: Transfer station, wastewater treatment ponds, boat ramp, water lab, mobile units, beach services operations, and a vehicle fleet yard. Major civic assets such as the North Myrtle Beach Aquatic & Fitness Center, the Farmers Market pavilion, and the library (a Horry County facility) also anchor the area. Several City-owned but underutilized parcels offer opportunities for improved parking, consolidation, and long-term investment.

Despite its scale, the campus is visually fragmented, difficult to navigate, and disconnected from the adjacent urban context. Pedestrian circulation is poor. Infrastructure such as the transfer station and wastewater settlement lagoons are among the first things seen when entering the City from the Robert Edge

Parkway bridge. While relocating some of these facilities may not be financially feasible, their visibility and proximity to civic and cultural amenities must be addressed.

Any reconfiguration or redevelopment within the campus should reflect the City's interest in thoughtful, future-ready public infrastructure. Given the campus's prominent location, its visibility from key gateways, and the range of services it supports, future construction should demonstrate high standards of design, functionality, and long-term stewardship. The master plan should identify opportunities for durable materials, efficient site planning, and stormwater-conscious design, along with building systems that minimize operational costs and environmental impact. The City expects this plan to model responsible, context-appropriate development with resilient, fiscally sound strategies.

Over the past two decades, the City has experienced significant growth, both in population and in the complexity of services provided. Nearly half of the City's area now lies west of the Intracoastal Waterway, but the campus to the east remains the administrative and operational core. Despite rising expectations for service delivery, staffing, and coordination, the physical campus has not kept pace. Departments rely on temporary or makeshift space, and critical functions such as fleet maintenance are stretched beyond intended capacity. The result is a patchwork of facilities that struggle to support the City's current scale and professionalism.

At the same time, unresolved questions continue to limit long-term planning: Where should fire and police training occur? Should the City maintain its health clinic on campus? Is there an opportunity to reimagine the transfer station and boat ramp area through public-private redevelopment? The City seeks a comprehensive strategy to answer these questions and establish a clear path forward.

Any vision for the campus must also recognize its relationship to Main Street. Just a few blocks away, Main Street is the focus of a new effort to establish a Cultural District. The City sees an opportunity to strengthen connections between government, civic life, and cultural programming. Integration with this district will be a key consideration for how the campus evolves.

This master plan is not expected to produce a single, immediate transformation. Instead, the goal is a phased, flexible framework to guide decision-making over the coming decades. The plan should support strategic facility upgrades, improved site functionality, capital reinvestment, and potential public-private partnerships. Above all, it should clarify what should go where, in what sequence, and for what purpose, so that every piece of the campus contributes to a civic environment that is accessible, resilient, operationally efficient, and reflective of North Myrtle Beach's future.

Scope of Work

The City is seeking a consultant team with expertise in campus master planning, architecture, landscape architecture, operations planning, and civic space design to develop a long-range vision and implementation framework for the North Myrtle Beach municipal campus. The selected team will lead a process that includes technical analysis, strategic planning, stakeholder engagement, and urban design to produce a phased and actionable master plan that reflects the City's goals, constraints, and aspirations.

The plan should evaluate existing conditions, identify current and future needs, propose options for reorganization and redevelopment, and provide a clear framework for phasing and investment.

The team will be expected to coordinate closely with City leadership, key departments, and relevant outside agencies throughout the process.

The consultant will be expected to perform, at a minimum, the following tasks:

1. Existing Conditions Assessment

- a. Conduct a comprehensive inventory of all existing buildings, facilities, parcels, and open spaces within the defined campus area.
- b. Document current conditions, space utilization, building functionality, and site access/circulation.
- c. Evaluate infrastructure constraints, including visibility of undesirable infrastructure (e.g., transfer station, wastewater ponds), parking inefficiencies, and physical disconnects between facilities.
- d. Assess adjacent land uses, including City-owned and leased properties, with recommendations on their future role in the campus.

2. Departmental Needs Assessment

- a. Conduct interviews and/or surveys with department heads and operational staff to document current challenges and forecast future spatial and functional needs.
- b. Identify potential for co-location, consolidation, or reconfiguration of services across departments.
- c. Consider workforce growth, changes in service delivery, and evolving operational demands.

3. Campus Organization & Scenario Development

- a. Develop at least three conceptual planning scenarios that test different spatial and organizational approaches to the campus.
- b. Each scenario should consider the location and relationship of key uses (administration, public safety, fleet services, health, etc.) and assess feasibility considering site constraints, phasing logistics, and future flexibility.
- c. Identify potential areas for redevelopment and assess the viability of relocating or consolidating specific functions.
- d. Evaluate options for reimagining the transfer station and boat ramp area for public-private partnership or civic expansion.

4. Integration with Cultural District Vision

- a. Coordinate planning efforts with the City's emerging Main Street Cultural District initiative.
- b. Propose strategies to improve visual, physical, and programmatic connections between the civic campus and Main Street.
- c. Recommend pedestrian connectivity improvements and public realm enhancements that support civic and cultural life.

5. Design Framework and Site Strategies

- a. Develop a preferred master plan based on input from staff, stakeholders, and the public.
- b. Provide clear recommendations for building placement, phasing, circulation, parking, open space, and service access.
- c. The preferred plan should reflect context-sensitive urban design and promote a cohesive civic identity.

6. Sustainability and Performance Guidelines

- a. Recommend site and building strategies that reduce operational and environmental costs over time.
- b. The campus should serve as a model of responsible civic development that prioritizes long-term durability, stormwater-conscious design, and cost-effective systems.

- c. Propose pragmatic, high-performance solutions that are realistic for public budgets.
- 7. Phasing and Implementation Plan**
 - a. Prepare a phased implementation strategy that accounts for operational continuity and available funding resources.
 - b. Identify near-term priorities, long-term capital needs, and key decision points.
 - c. Include high-level cost estimates and sequencing guidance.
 - d. Identify potential opportunities for public-private partnerships, especially near the boat ramp and waterfront edge.
- 8. Internal and Stakeholder Engagement**
 - a. Facilitate engagement with key stakeholders, including City staff, elected officials, and relevant external partners.
 - b. The consultant should plan for
 - i. One staff workshop to review needs, pain points, and cross-department coordination.
 - ii. One session with senior leadership and/or City Council to review priorities and trade-offs.
 - iii. Up to two targeted stakeholder meetings with outside partners
 - c. The City does not anticipate stand-alone public workshops for this planning effort. However, the consultant may be asked to prepare visual summaries or talking points for public briefings or public information materials.

Deliverables

- Existing conditions report and base maps
- Departmental needs assessment summary
- Scenario concepts (minimum of 3)
- Preferred campus master plan (with narrative, diagrams, and plan graphics)
- Implementation strategy with phasing and cost framework
- Presentation materials and engagement boards
- Native design files (InDesign, Illustrator, AutoCAD, GIS, etc.)
- High-resolution print-ready PDFs

Submission Requirements

Submittals shall be limited to 25 pages total, inclusive of all content. Interested firms should submit:

- Team overview and lead firm identification
- Relevant project experience (3–5 comparable civic or institutional master plans)
- Brief bios summarizing the qualifications and roles of key personnel
- Project understanding and approach
- Proposed schedule and work plan
- Fee proposal (broken into phases and including reimbursables)

Selection Criteria

- Relevant experience with municipal campus or civic district master planning, including work that addresses site consolidation, operational complexity, and long-range phasing.
- Team qualifications, including planning, architecture, landscape architecture, operations/logistics planning, and stakeholder facilitation.
- Demonstrated ability to coordinate design strategies with adjacent initiatives, such as cultural districts, civic identity, and reinvestment efforts.
- Approach to implementation planning, including phasing, cost estimating, and strategies for funding, partnerships, and operational continuity.
- Sensitivity to high-visibility public infrastructure, including design approaches for stormwater-conscious sites, constrained urban parcels, or facilities adjacent to water features.
- Communication and collaboration strategy, including working with staff across departments, presenting to leadership, and preparing visual materials for civic use.
- Cost competitiveness and clarity of fee structure.

Tentative Timeframe

All dates and times are subject to change.

- RFP Release: By Friday, February 20, 2026
- Vendor Questions Due: Thursday, March 5, 2026, at 3:00 PM ET
- RFP and Supporting Materials Due: Thursday, March 19, 2026, at 3:00 PM ET
- Evaluation Period Begins: Week of March 23, 2026
- Finalists Chosen: Week of March 30, 2026
- Interview Period Begins (if applicable): Week of April 6, 2026
- Notification of Award: Week of April 20, 2026
- Agreement Finalized & Notice to Proceed: Week of May 4, 2026
- Kickoff Target Date: Week of June 1, 2026

II. GENERAL TERMS AND CONDITIONS

General Terms and Conditions

The City of North Myrtle Beach is the official entity that will make decisions as to the selection of firm.

For the purpose of this Request for Proposal (RFP), the City of North Myrtle Beach is both owner and user of the subject facilities.

A contract will be negotiated with the most qualified firm at a compensation, which is stable, fair and reasonable to the City of North Myrtle Beach. If a satisfactory contract cannot be negotiated with any of the ranked firm(s), this RFP shall be considered terminated.

1. DISCLAIMER

- The City of North Myrtle Beach is not responsible for any costs incurred by the Proposer in preparing the proposal. The City of North Myrtle Beach reserves the right to reject all proposals and not to award a contract.
- **Acceptance of Proposal Content:** The contents of the proposal of the successful firm(s) may become part of the contractual obligations if a contract ensues. Failure of a successful firm(s) to accept these obligations may result in discontinuation of dialogue or negotiation.
- **Firm Responsibilities:** The selected firm(s) will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Firm(s) shall be responsible to adhere to all federal, state and local laws, regulations and ordinances, etc.

2. RECEIPT OF PROPOSALS

- All proposals shall be submitted through the BidNet Direct website (www.BidNetDirect.com) not later than the date and time specified herein. Faxed, delivered, or emailed proposals are not acceptable. Any proposals received after the scheduled deadline will be immediately disqualified. The City of North Myrtle Beach assumes no responsibility for delivery of proposals that are mailed. **Allow sufficient time of at least ONE (1) business day before the Proposal Due date to begin the uploading process and to finalize your submission.** Proposal submissions will only be visible to others after the Proposal Due date and time is expired. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. If you have any additional questions regarding the use and access of www.BidNetDirect.com, please call 1-800-835-4603 and press 2 for Vendor Support.
- Proposals will be opened digitally at The City of North Myrtle Beach at the date and time on the cover sheet. **Due to the nature of this request, the proposal opening will not be open to the public.**

3. WITHDRAWAL OF PROPOSALS

- An Offeror may withdraw a proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals. Notification of withdrawal is the sole responsibility of the Offeror. No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly, or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

4. REGISTRATION OF OFFERORS

- Offerors may ONLY submit comments, suggestions, or questions through the online portal known as www.BidNetDirect.com. The Deadline for submitting questions is stated herein. All questions will be answered in the form of an amendment and sent to all registered Offerors. Subsequent addenda, if applicable, will be furnished to all interested parties.
- Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.
- Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in RFP, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the BidNet Direct platform (www.BidNetDirect.com) no later than the date indicated herein.
- Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror of the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.
- No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the Owner.
- If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the proposal shall show the current business address of the Offeror which is to be used for receiving communications from the City of North Myrtle Beach.

5. DISQUALIFICATIONS OF OFFERORS

- More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

6. CORRECTIONS MADE BY OFFEROR

- Offerors are cautioned not to obliterate, erase, or strikeover any printed material as set forth in this Request for Proposal. In quoting prices, wherever Offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

7. EVALUATION OF PROPOSALS

- In evaluating the proposals, the Owner reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Offeror deemed to best serve the interests of the Project; and adopt any part or all of a proposal if it is judged to be in the best interests of the Project.
- Each proposal will be evaluated on the content of the Offeror's proposal, i.e., the burden of information clarification and research rests solely on each Offeror's effort and will be considered a reflection of interest and efficiency.
- During the review process, the review panel shall have the right to request from Offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an Offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.
- The Owner reserves the right to contact an Offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the Offeror that is deemed appropriate and would assist in the evaluation.
- Proposals that are determined to meet the specifications of the Request for Proposal, after discussion and submission of any additional clarification and/or supplementary information, will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning the same will be conducted.

8. EVALUATION CRITERIA

- Owner intends to award a contract resulting from this Request for Proposal to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the Owner taking into consideration price and other evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. The Owner shall be the sole judge of whether a proposal meets the requirements of this Request for Proposal.

- Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors, which are listed below in the order of their relative importance:
 - Offeror's understanding of the project requirements, and their ability to clearly describe how their proposal will meet the requirements of the RFP.
 - Experience, creativity and insight related to the project/project type.
 - Total cost / reasonable basis of fee proposal.
 - Availability of consultant/team and proposed project timeline.

9. BASIS FOR AWARD

- An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to The Owner, taking into consideration the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the Owner will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated Offeror(s) will be reviewed.
- Based on the results of the preliminary evaluation, the highest rated Offeror(s) may be invited by the Procurement Division to make oral presentations. A final evaluation of the Offerors will occur. The City shall then negotiate a proposed contract with the highest qualified Offeror. At the time the proposed contract is negotiated, the Offeror and the City may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the City. If a satisfactory proposed contract cannot be negotiated with the highest qualified Offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified Offeror and so on.

10. FINALIST PRESENTATIONS

- Each Offeror who submits a response to this Request for Proposal may be required to make an oral presentation of the submitted proposal to the Owner. Such presentations provide an opportunity for the Offeror to clarify the proposal, to ensure mutual understanding, and will in no way change the Offeror's original proposal. Subsequent travel expenses by the Offeror will be at the Offeror's expense.
- Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Purchasing Division require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which Offerors are capable of submitting to the Owner. Should proposals submitted require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

11. CONTRACTING

- Upon award of the proposal, this document and the successful Offeror's proposal, including all correspondence supporting documents and completed forms, shall become part of the contract. All written communications between the Owner and the successful Offeror after the proposal opening may also be incorporated into the contract.

12. AMENDMENTS

- All amendments to and interpretations of this solicitation shall be in writing. The Owner shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the Owner in writing or in this RFP should be used in preparing Offeror responses. All contacts that an Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the Owner and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

13. OWNER RESPONSIBILITY TO PROPOSAL

- This Solicitation does not commit the Owner to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The Owner reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the Owner to do so. If the proposal fails to conform to the essential requirements of the RFP, the Owner and the Owner alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

14. TERMINOLOGY

- The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Offeror in these situations.

15. PROPRIETARY/CONFIDENTIAL INFORMATION

- Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the Offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.
- All Offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and

confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information." The examples of such information provided in the statute are:

- 1) Client lists;
 - 2) Design recommendations and identification of prospective problem areas under an RFP;
 - 3) Design concepts, including methods and procedures;
 - 4) Biographical data on key employees of the Offeror.
- Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.
 - MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

16. OWNERSHIP OF MATERIAL

- All Proposals submitted in response to this document become the property of the Owner. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the Owner upon award of contract. Ownership of all data, material and documentation originated and prepared for the Owner pursuant to this contract shall belong exclusively to the Owner, and its subsidiaries.

17. DISCUSSIONS/NEGOTIATIONS

- By submission of a proposal, Offeror agrees that during the period following issuance of the RFP and prior to final award of contract, Offeror shall not discuss this procurement with any party except the Purchasing Division. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Purchasing Division.

18. MINIMUM QUALIFICATIONS

- Unless the Offeror has been pre-qualified by the Owner, the Owner reserves the right to determine whether Offerors have the minimum qualifications to conduct the requirements of this solicitation. The determination by the Owner, Inc. concerning Offeror qualifications shall be final.

19. NOTIFICATION OF AWARD

- A Notification or Statement of Award will be sent to all Offerors.

III. CONTRACTUAL REQUIREMENTS

Contractual Requirements

1. THE SUCCESSFUL OFFEROR'S RESPONSIBILITY

- The Successful Offeror that is awarded a contract for these services shall provide all of the proposed work and services as finally agreed upon and accepted by the Owner. Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

2. SC LAW CLAUSE – LICENSE AND PERMITS

- Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Horry, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. All costs for required licenses, insurance and taxes shall be borne by the Contractor. Any company that performs service work of any kind within the City limits is required to be licensed to do business in the City of North Myrtle Beach. All subcontractors hired by the Contractor must also be licensed with the City. All vendors that sell to the City must also have a City of North Myrtle Beach business license.

3. COMPLIANCE WITH LAWS

- The Successful Offeror shall keep fully informed of all existing and future State and Federal Laws and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Purchasing Department, in writing. The Successful Offeror shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the Owner, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.
- Title VI Compliance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

4. INDEMNIFICATION

- The Successful Offeror and any of its Subcontractors shall indemnify, defend, hold harmless and reimburse the Owner, its agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the Successful Offeror, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the Successful Offeror, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.
- The Owner shall promptly notify the Successful Offeror of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The Successful Offeror upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the Owner from defending its own interest.

5. SOUTH CAROLINA SALES TAX

- By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the Owner your compliance.

6. GOVERNING LAW

- The Successful Offeror hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation, and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, County of Horry.

7. ATTORNEY FEES

- In the event that the Owner is required to enforce any provision of this agreement or to compel performance or recovery for any breach of any stipulation, covenant, term or condition of this agreement, the City would be entitled to reasonable attorney fees. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

8. ASSIGNMENT AND MODIFICATION

- The contract resulting from this RFP shall be binding upon the Successful Offeror, its successors, and assigns in accordance with its terms and conditions. Contract shall not be assigned by the Successful Offeror without the express written consent of the Owner, such consent to be within the sole discretion of the Owner. Any change in majority ownership or operational control of the Successful Offeror shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.
- No agreement to modify the formal contract shall be binding on the part of the Owner unless such modification is reduced to writing and executed by an authorized agent of the Owner.

9. FORCE MAJEURE

- The Successful Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Successful Offeror. Such causes may include, but are not restricted to acts of; God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Successful Offeror. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Successful Offeror and subcontractor, and without the fault or negligence of either of them, the Successful Offeror shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Successful Offeror to meet the required delivery schedule.

10. SUBCONTRACTING

- If any part of the work covered by this RFP is to be subcontracted, the Offeror shall identify the subcontracting organization. All subcontractors must be approved by the Owner. The Offeror shall list the subcontractors in the Personnel section.

11. DRUG-FREE WORKPLACE

- The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the Owner your compliance.

12. PAYMENT TERMS

- Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Successful Offeror shall provide complete cooperation during any such investigation. The invoice shall be for services rendered for the period of the first day of the month through the last day of the month.

13. NON-APPROPRIATION

- Any contract entered into by the City of North Myrtle Beach resulting from this proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period of appropriated year.

IV. SPECIAL PROVISIONS

Special Provisions

1. CHANGES

- No services, for which an additional cost or fee will be charged by the Company, will be provided without the prior written authorization of the Owner.

2. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this RFP/Contract until he has obtained all insurance under this section and the City Manager and the City Attorney of the City of North Myrtle Beach, South Carolina Beach have approved such insurance coverage. Insurance certificates are required from the Prime Contractor or service providers and all subcontractors.

- **WORKER'S COMPENSATION INSURANCE**

- The Contractor shall provide and maintain during the life of this contract, the statutory Workers Compensation Insurance as required by all applicable Federal, State, Maritime or other laws including Employers Liability for all employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Statutory Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. Out of state contractors' workers compensation insurance coverage must extend to South Carolina or have an all-states endorsement. The requirements for worker's compensation insurance will not be waived.

EMPLOYERS LIABILITY	\$1,000,000 PER PERSON
	\$1,000,000 PER OCCURRENCE
	\$1,000,000 AGGREGATE

- **LIABILITY INSURANCE**

- The Contractor shall provide and maintain during the performance of work under this RFP/Contract , General Liability and Property Damage insurance in the following amounts, to protect the self, agents and employees of the contractor from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this Proposal, whether such operations be performed by self or employees. Additional insurance coverage may be required depending on the nature of the contract. The amount of any additional coverage will be determined by the City.

GENERAL LIABILITY	\$1,000,000 Per Person
	\$1,000,000 each Occurrence
PROPERTY DAMAGE	\$1,000,000 each Occurrence

- **COMPREHENSIVE AUTOMOBILE LIABILITY**
 - The Contractor shall provide and maintain during the performance of work under this RFP/Contract, Comprehensive Automobile Liability Insurance, including protection for liability arising out of owned, non-owned and hired vehicles. The policy shall be extended to provide contractual coverage for the Hold Harmless Agreement, which is part of these Instructions to Bidders. The limits of liability shall be as follows:

BODILY INJURY	\$1,000,000 Per Person
	\$1,000,000 Each Occurrence
PROPERTY DAMAGE	\$1,000,000 Each Occurrence

- **EXCESS OR UMBRELLA LIABILITY** with a limit of not less than \$1,000,000 per occurrence and aggregate.
- **ERRORS & OMISSIONS AND/OR PROFESSIONAL LIABILITY INSURANCE** – to include Malpractice Insurance
 - With a limit of not less than \$2,000,000. Contracting firm shall maintain the errors & Omissions and/or Professional Liability Insurance for the duration of this agreement and for a period of three (3) years following termination of the agreement. Said insurances shall be written by a company or companies approved to do business in the state of South Carolina and acceptable to the City of North Myrtle Beach. Before commencing any work hereunder, certificates evidencing the maintenance of said insurances shall be furnished to the City.
 - The City of North Myrtle Beach, its officials, employees and volunteers are to be covered as additional insured’s as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured’s general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officials, employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Owner may possess.
 - Each insurance required by the Owner shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner.
 - It is required that the Purchasing Division at 1120A Second Avenue South, North Myrtle Beach, SC 29582, receives a certificate of insurance. If you have any questions, please call 843-280-5696 or email acbell@nmb.us. The City shall withhold payments to Contractor if the certificates of insurance and endorsements required above are canceled or Contractor otherwise ceases to be insured as required herein.
 - **The CERTIFICATE OF LIABILITY INSURANCE CERTIFICATE HOLDER section should read as follows:**

The City of North Myrtle Beach
1018 Second Avenue South
North Myrtle Beach SC 29582

V. PROPOSAL PRESENTATION

Proposal Presentation

1. DELIVERY OF PROPOSALS

- Proposals shall be submitted through BidNet Direct as described herein prior to the specified date and time containing all documentation and valid signatures. Offerors must complete all forms included in this RFP. Failure to include all forms may result in disqualification of the Offeror's proposal.
- All proposals should be concise and clear and should convey all of the information requested by the Owner. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- All Offerors must submit their responses in the form of a "Technical Proposal" and "Cost Proposal". Both the "Technical Proposal" and the "Cost Proposal" must be clearly labeled. All pages shall be numbered.
- There is an intent to limit the contents of proposals to 25 pages total, inclusive of all contents. Offerors may include any information deemed pertinent in addition to that outlined herein. Failure to provide all required information may result in the proposal being non-responsive. If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.
- Owner reserves the right to reject any or all proposals in whole or in part.

2. ORDER OF PRESENTATION - TECHNICAL PROPOSAL

- It is requested that the following section headings be used in Offeror responses to this RFP:
 - a. Letter of Interest & Introduction
 - b. Personnel
 - c. Relevant Project Experience
 - d. References
 - e. Understanding of the Project
 - f. Proposed Project Schedule
 - g. Cost Proposal
 - h. Treatment of the Issues
 - i. RFP Forms
 - j. Appendix
- LETTER OF INTEREST & INTRODUCTION
 - Letter of Interest Cover letter indicating interest in the project and identifying the firm's ability to provide services needed.
 - A brief description of the firm including the number of years the firm has been in existence, range of professional service, office locations, and staff size.

- **PERSONNEL AND RELEVANT PROJECT EXPERIENCE**
 - A team submission is strongly encouraged to include urban and architectural design, landscape design, public infrastructure and public space, economic and real estate expertise and experience working with master planned communities.
 - Offeror must identify each member of its staff who will participate in the project and the nature and scope of that person's responsibilities and duties. Resumes of staff are required which will indicate education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers must be included. The Offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion. Inexperienced personnel must not be proposed.
 - The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent from the Owner. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.
 - The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.
 - Relevant project experience (3–5 comparable civic or institutional master plans)
 - Identify any subcontractors proposed by the Offeror.

- **REFERENCES**
 - Provide at least three (3) references for each firm/team member. Include the following information for each reference:
 - a. Name of Project and Owner
 - b. The name, telephone number and email address of the person(s) who can be contacted regarding the Offeror's performance. Offeror may attach letters from such facility managers with comments regarding Offeror's performance and reputation at those facilities, if desired.
 - c. Short description of services provided.

- **UNDERSTANDING OF THE PROJECT**
 - In this section, the Offeror shall discuss the requirements as outlined in section one, Scope of Services, by task. Provide a description of the Offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document.

- **PROJECT SCHEDULE**
 - Submit a project schedule and work plan to indicate the number of days required to complete the proposed services.

- COST PROPOSAL
 - The proposed fixed price cost (maximum cost or fee not to exceed) should be based on the assumptions and requirements described in the request for proposal and should include all costs, except where noted otherwise, for the fully approved project broken into phases and including reimbursables.
 - Hourly rate information is to be submitted in the cost proposal.
 - Cost to be itemized by discipline or task.
 - Reimbursable expenses to be itemized.

- TREATMENT OF ISSUES
 - In this section Offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches. Include statement of potentially conflicting contracts or engagements.

- RFP FORMS
 - This section should include signed copies of the following required forms:
 - a. Code of Laws of South Carolina, Section 8-14-10
 - b. Non-Collusion Affidavit
 - c. Certificate of Familiarity
 - d. Drug-Free Workplace Certification

- APPENDIX
 - Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

VI. ATTACHMENTS

Pursuant to the Code of Laws of South Carolina, Section 8-14-10 et seq.

Number: 2026-002AB

Procurement: MUNICIPAL CAMPUS MASTER PLAN

_____ Contractor agrees to register and participate in the Federal Work Authorization Program to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors to register and participate in the federal verification of employment authorization of all new employees (e-verify).

_____ Contractor is exempt from compliance as authorized in Section 8-14-20(D)

_____ Contractor agrees to provide The City of North Myrtle Beach with any documentation required to establish either (a) the applicability of Section 8-14-10 et seq. to the contractor, subcontractor, and sub-subcontractor, or (b) the compliance with Section 8-14-10 et seq. by the contractor and any subcontractor or sub-subcontractor.

Organization Name: _____

Authorized Signature: _____

Date: _____

Name (Print) _____

Title: _____

NON-COLLUSION AFFIDAVIT

Number: 2026-002AB

Procurement: MUNICIPAL CAMPUS MASTER PLAN

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of Offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal price of any other Offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against The Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Organization Name: _____

Authorized Signature: _____

Date: _____

Name (Print) _____

Title: _____

CERTIFICATE OF FAMILIARITY

Number: 2026-002AB

Procurement: MUNICIPAL CAMPUS MASTER PLAN

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the Owner, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. ***By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal. I further certify that this proposal is good for a period of ninety (90) days, unless otherwise stated.

Organization Name: _____

Authorized Signature: _____

Date: _____

Name (Print) _____

Title: _____

**DRUG-FREE WORKPLACE
CERTIFICATION**

In accordance with Section 44-107-30, South Carolina code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned, who is an authorized representative of the PARTICIPANT certifies on behalf of the PARTICIPANT that the PARTICIPANT will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the PARTICIPANT'S workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment of this agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Organization Name: _____

Authorized Signature: _____

Date: _____

Name (Print) _____

Title: _____

CITY OF NORTH MYRTLE BEACH

2026-002AB

BIDDER REGISTRATION FORM

Interested parties are required to register with a virtual solicitations management platform known as BidNet Direct. Visit www.BidNetDirect.com for more information. Vendor Registration ensures receipt of proper bid documentation and any further communications and/or amendments to the solicitation referenced above.

Completing this form is OPTIONAL and NOT required.

If you would like to receive a Vendor Registration email invitation from BidNet Direct, please complete the Bidder Registration form fields (below) and email the completed form to acbell@nmb.us

FIRM NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL: _____

DATE: _____

“NO BID” RESPONSE FORM

2026-002AB

If you will not be submitting a bid on this project, please complete this form for your company and email the form to acbell@nmb.us prior to the bid due date.

Please check statement(s) applicable to your “No Bid” response:

- Specifications are restrictive, i.e., geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Other (specify below).

Comments: _____

Firm Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____