



City of
FLORENCE
SOUTH CAROLINA

INVITATION TO BID NO. 2024-19
DEMOLITION SERVICES

Sealed bids will be received in the office of Purchasing and Contracting in the City Center, 324 W. Evans Street Florence, South Carolina, 29501 until **May 23, 2024 at 2:00 pm** from qualified vendors to provide demolition services to the property located 412 Howard Street, Florence, SC.

Bids shall be opened promptly at the above stated time and date and their contents will be made public for the information of the bidder and other interested parties. The bid will not be awarded until the Purchasing Agent and the applicable Department Director have had ample time to review each bid.

Bids must be submitted in a sealed envelope with "Bid No. 2024-19 Demolition" clearly marked on the outside of the envelope for easy identification by the City of Florence. The City does not accept electronic/mailed bids. Any bids received later than the specified time will not be accepted/considered. The city will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason. Bids submitted by mail, Federal Express, United Parcel Service, etc. must meet these same requirements and should be addressed to:

City of Florence
324 W. Evans Street
Florence, SC 29501-3430

The City of Florence under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

La ciudad de Florencia en el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos, se asegura de que ninguna persona por motivos de raza, color, origen nacional, sexo, discapacidad, edad, ser excluido de participar en, ser negado los beneficios de, o ser de otra manera sujeto a discriminación bajo cualquier programa o actividad que administra.

The City of Florence reserves the right to engage in discussions with any or all responsible bidders who submit bids which appear to be eligible for award, for the purpose of clarification to assure full understanding of and responsiveness to the Invitation to bid requirements herein.

This solicitation does not commit the City of Florence to award a contract/purchase order, to pay any costs incurred in the preparation of a bid, or to procure or contract for services. The City of Florence reserves the right to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

Lynwood F. Givens
Purchasing Agent

MINORITY AND WOMAN OWNED BUSINESS

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

LOCAL AND MINORITY BUSINESS ENTERPRISE PURCHASING PROGRAM:

When lowest bid is the principal determining factor in a bid selection process it is the intent of the City of Florence to provide preference first to local businesses within the City or County of Florence; however, if no local business is eligible or able to participate, preference shall then be provided by the City to minority business enterprises based on the following guidelines:

- a. For purposes of this policy, a "local business" is defined as a person, firm, contractor, corporation, or other business entity offering the services and/or products being bid by the City that maintain a place of business and have a physical business address located and operating within the City or County of Florence. The business must have been established for not less than one year within the City or County of Florence and have a valid City of Florence Business License for a minimum of 12 months prior to the bid date.
- b. For purposes of this policy, a minority business enterprise (MBE) is defined as an MBE that is certified in accordance with South Carolina Regulations § 19-445.2160, as authorized by §11-35-5270 the South Carolina Code of Laws, as amended.
- c. When lowest bid is the principal determining factor in the selection process any "local business" as defined in Subsection A above that submits a responsible and responsive bid within 5% (if the business is located within the City of Florence) or 3% (if the business is located within Florence County) of the non-local bidder who submitted the lowest bid may match the bid submitted by the non-local bidder. A "local business" that is within the percentage guidelines of the lowest bid received shall then be eligible for award of the contract.
- d. If the lowest bid is not a "local business" and a "local business" is within the percentage guidelines of the lowest bid received, the "local business", subject to the provision of Subsection H below, shall be awarded the contract if it is willing to provide goods or services at the same price of the lowest bid received.
- e. If conditions of Subsections C above are met and the qualified "local business" declines or is unable to match the lowest bid, then the option to do so moves to the next qualified "local business", if such business' bid is within the percentage guideline of the lowest bid, and is similarly responsible and responsive.
- f. In the event there is no "local business" eligible or willing to match the lowest bid, the lowest responsible and responsive bid submitted by an MBE, if any, would be allowed the opportunity to match the bid submitted by the non-local bidder and thereby be

awarded the contract when lowest bid is the primary determining factor in the bid selection process.

- g. If a procurement is to be made pursuant to state funding requirements, federal funding requirements, bond covenants, or other outside funding source requirements which prohibit or restrict local or MBE preference, then no local or MBE preference consideration will be given.
- h. The provisions for a local or MBE preference does not prohibit the right of the City to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, contractors, corporations, or other business entities submitting bids. Accordingly, the local or MBE preference for a particular procurement may be waived by the City Manager upon written recommendation and justification by the Department Director.

The successful firm must ensure that all subcontractors, agents, personnel assigned by or employees of prime firm and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. Bidders must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

INSTRUCTION TO BIDDERS

The successful bidder must be authorized to sell the stated product or perform the services outlined in the specifications of this bid document.

All bids must be signed by an authorized officer or agent of the company submitting the bid.

The City will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the City Purchasing Agent.

DEFINITIONS: Responsible Bidder means a bidder who has the capability in all respects to fully perform the stated requirements, and the integrity and reliability which will assure good faith performance.

Responsive Bidder means a bidder who has submitted a bid which conforms in all material respects to the Invitation to Bid.

PROTEST: Any actual or prospective vendor, bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract may formally protest to the Assistant City Manager. The protest shall be submitted in writing within seven (7) days after such aggrieved person or party has received the bid tabulation or the intent to award letter.

DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the head of the City agency using the item or other objective sources.

DEVIATIONS: Any deviations from the specifications contained herein must be noted in detail on the bidder's bid response for the City of Florence's consideration. Failure to submit documentation of deviations shall be grounds for rejection of the item offered to the City of Florence.

CHANGES: Any changes in this Invitation to Bid after the purchase order/contract agreement has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the vendor.

INQUIRIES: Questions concerning this invitation to bid should be directed to the City Purchasing Agent, Lynwood F. Givens in writing by e-mail at lgivens@cityofflorence.com. The deadline for the submission of all inquiries is **May 16, 2024 at 5:00 pm**. **Any changes to the specifications in the bid package shall be in writing in an addendum. All Addendums will be posted on the City of Florence website at www.cityofflorence.com. It will be the responsibility of bidders to periodically check the website for addendums.**

A complete copy of the City of Florence purchasing policies and procedures manual can be downloaded from the City of Florence website at www.cityofflorence.com

SCOPE OF WORK

The City of Florence is seeking bids from qualified companies to provide demolition services at 412 Howard Street, Florence, SC.

The City anticipates a thirty (30) day period in which this project should be completed after a Notice to Proceed is issued. Liquidated damages of \$100.00 per day will be assessed for failure to complete all work within 60 days.

The respondent shall perform or provide any and all professional services related to the project and obtain all required permits. Respondent represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Respondent will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to assigned project.

ASBESTOS SURVEY

This property was heavily damaged by fire. Therefore, an asbestos survey is not required.

SPECIFICATIONS

This property was heavily damage by fire. The remaining structure shall be demolished and removed from lot. All utilities are to be disconnected. All overgrown brush is to be removed. Dead trees and/or fallen limbs removed. All remaining trees are to be de limbed up 12 feet up. All saplings are also to be removed. Any fencing shall be removed. Any storage sheds and pads are to be removed. All trash is to be disposed of. The lot shall be graded for positive drainage and seeded. Erosion control will need to be placed as and where needed. The lot shall also be made ready for new construction upon completion prior to invoicing.

The Demolition contractor shall be responsible for the following:

1. Verify address and size of property, check the map, block and parcel numbers for size and shape of the parcel, review and inspect site prior to bidding.
2. Comply with all applicable laws, ordinances and codes of the federal, state and local governments and shall commit no trespass on any public or private property in performing any of the work as outlined. Obtain all required City, County, State, Federal

- and/or permits, clearances, inspections and licenses prior to work.
3. Provide the City a copy of permit prior to any work being performed.
 4. The debris shall be hauled to an approved landfill as required by local codes and law. All dump fees/receipts for this demolition project shall be turned into the City along with invoices.
 5. All work shall encompass all of the property and to the edge of the street and/or streets.
 6. Remove all vegetation, downed trees, rubbish and/or debris from the property.
 7. Neatly trim all mature trees, all limbs shall be cut, trimmed or removed so the lowest limb hanging shall be no less than 12 feet above the ground. All trees which measure up to and including 36 inches around at any point from ground level up to 48 inches above ground shall be removed. All trees removed, if cut shall be 6 inches below the finished ground level.
 8. Completely demolish and remove the entire structure including all related and unrelated, attached and detached, surface and subsurface structural systems, materials, fixtures and utility systems, all pavement, concrete slabs, piers, foundations, poles, posts and all other improvements including all related and unrelated as described, all stumps, specified trees, shrubs and vegetation. **Dust control shall be provided by contractor.**
 9. Completely remove all tanks, tires, septic systems, glass, metal, wood and all other debris.
 10. The bid should include all necessary fill dirt to achieve even ground and positive grade. The lot shall have erosion control used where and as needed. The lot shall be seeded and straw over the seed to protect from erosion and burning. The lot shall be construction ready prior to invoicing.
 11. Water/sewer utilities shall be located, marked and capped off (inspection required)
 12. Site shall be disked, raked, seeded, and uniformly graded and with straw to provide proper surface drainage away from the surrounding properties, leaving all surfaces clear, clean and uniformly smooth, but never less than 1 inch above the top curb or street center line
 13. Contractor shall employ standard practices in compliance with all applicable requirements Regarding excavation, trenching, backfilling, cleaning and leveling. All areas of soil disturbance, cuts and fills shall be properly prepared, and all back fills and imported fills shall be properly installed utilizing approved compaction methods as required
 14. Locating, termination, removal and protection of utilities, services, curbs, gutters, sidewalks, streets, and roadways shall be the responsibility of the contractor. All damages shall be immediately repaired by the contractor, at the contractor's expense. The contractor shall cap off the existing sewer service at the street right of way
 15. **Contractor shall notify utility provider to remove their respective service if required. Progress Energy, AT & T, Time Warner Cable, SC Electric & Gas and City of Florence**

Additional Specifications

1. Certifications and permits – The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies. The selected firm must provide valid copies of these required documents prior to a Notice to Proceed being issued by the City of Florence
2. Reuse of Materials – No materials from the project are proposed for reuse by the City.
3. Salvage of Materials – Unless referenced otherwise in an addendum which will be provided at the mandatory pre-bid conference, the contractor shall take ownership of all scrap/salvage materials.

4. Extent of Underground Demolition – The contractor will be responsible for demolition of all slabs and all underground structures. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site. Proper inspection of the lifts must be conducted by the Engineering Division of the City of Florence and must be coordinated by the contractor.
5. Responsibility for Temporary Facilities – The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, water, etc. Contractor must also obtain water from a fire hydrant with the rental of a hydrant meter from the City of Florence, if available.
6. Special Requirements – Caution and care must be exercised to prevent damage to adjacent structures, sidewalks and streetscape. All required street closures shall be approved at least 48 hours through the City of Florence Engineering Division. In addition, any required SCDOT, City or County permits for street closure are the responsibility of the contractor.

Entire structure is to be demolished and removed from lot. All utilities are to be disconnected. All overgrown brush is to be removed. Dead trees and/or fallen limbs removed. All remaining trees are to be de-limbed up 12 feet up. All saplings are also to be removed. Any fencing shall be removed. Any storage sheds and pads are to be removed. All trash is to be disposed of. The lot shall be graded for positive drainage and seeded. Erosion control will need to be placed as and where needed. The lot shall also be made ready for new construction upon completion prior to invoicing.

MANDATORY PRE-BID MEETING AND WALK-THRU

The mandatory pre-bid meeting and walk-thru will be held on **May 9, 2024 at 10:00 am at 412 Howard Street, Florence, SC.** The purpose of the pre-bid meeting is to review the scope of work, specifications, and to receive questions from interested general contractors. **Attendance by a responsible representative of the firm is required at the pre-bid meeting. Firms not properly represented at the pre-bid meeting will not be considered for evaluation.**

CRITERIA FOR AWARD

Firms are requested to submit two (2) copies of the bid on the City of Florence Bid sheet. Bids submitted on any other form/bid sheet will not be accepted. The bid will be awarded to the lowest responsible/responsive bidder that best meets the City of Florence's specification/scope of work, taking into consideration but not limited to the following:

1. Price
2. Qualifications and Experience
3. Approach
4. Schedule

The City shall have sole discretion in evaluating the bids and the qualifications of the bidders. The City reserves the right to select the bid that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all bids, including that of the selected bidder if satisfactory contract negotiations cannot be concluded.

Bid tabulations will be sent to all bidders via email and posted on the City of Florence website at www.cityofflorence.com within 24 hours of the bid opening.

Before the award of contract/purchase order, any respondent may be required to show that they have the necessary license, facilities, experience, ability, and financial resources to perform the work in a satisfactory manner. Respondents may be required to furnish the City with sworn statements as to their experience. No contract/purchase order will be awarded except to responsible offerors capable of performing the class and type of work required.

TAXES

The City of Florence pays SC Sales Taxes in the amount of 8%. However, the City of Florence is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **INCLUDE ALL APPLICABLE TAXES IN YOUR PROPOSAL COSTS.**

PERFORMANCE/PAYMENT BONDS

A performance and payment bond, each in the amount of 100% of the final contract price of the construction portion of this project will be required of the successful firm. The successful firm will be required to furnish the required performance and payment bonds within ten (10) business days after written notice of formal award of contract. Work will be required to commence within ten (10) days of written notice to proceed by the Purchasing Agent.

BUSINESS LICENSE REQUIREMENT

It is required that each vendor awarded a contract agreement with the City of Florence, either secure a business license or update their current business license for the total price of the work that will be done inside the City. The Business License Coordinator is located 324 W. Evans Street, Florence, SC The phone number is (843) 665-3173. Fax number is (843) 665-3111.

SUB-CONTRACTORS LIST

A sub-contractors list is required for all work that is to be done inside the City. The list is to be sent to Lynwood F. Givens, Purchasing Agent at the Office of Purchasing and Contracting, located in the City Center at 324 W. Evans St., Florence, S.C. Please note if any sub-contractors are minority or women-owned businesses.

SC ILLEGAL IMMIGRATION REFORM ACT

By signing this offer, you certify that your company will comply with, and will remain in compliance with during the term of the agreement, the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Florence upon request any documentation required to establish either:

- (a) That Title 8, Chapter 14 is inapplicable to your company or your subcontractors or sub-subcontractors; or
- (b) That your company and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, your company shall agree to include in any contracts with your subcontractors language requiring your subcontractors to:

- (a) Comply with the applicable requirement of Title 8, Chapter 14, and
- (b) Include in their contracts with the sub-subcontractors language requiring the sub-

subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

REQUIRED INSURANCE INFORMATION

The firm shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The firm shall agree to maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by the firm's insurance agent.

Further, the firm shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime firm and subcontractor shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the firm shall insure that all subcontractors, agents or assigns of the firm, maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract/purchase order agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the firm.

The successful firm shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

