

**CITY OF FLORENCE, SC**  
**INVITATION TO BID NO. 2016-95**  
**Renovated Downtown Building for The Art Trail Gallery**

Sealed bids will be received in Council Chambers of the City Center, 324 W. Evans Street Florence, South Carolina, 29501 until **December 6, 2016 at 2:00 pm** from Contractors licensed in South Carolina to renovate downtown building for the Art Trail Gallery located at 142 North Dargan Street, Florence, SC 29501.

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. 2016-95 Renovated Downtown Building for The Art Trail Gallery**” clearly marked on the outside of the envelope for easy identification by the City of Florence. 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**  
**City Center**  
**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.

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.

### **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.

### **INSTRUCTION TO BIDDERS**

The successful bidder must be authorized to 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 Finance Director. 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.

**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 Goforth, Brown & Associates, Inc. in writing by e-mail at [questions@gbaflo.com](mailto:questions@gbaflo.com). The deadline for the submission of all

inquiries is November 29, 2016 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](http://www.cityofflorence.com). It will be the responsibility of bidders to periodically check the website for addendums.**

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract/purchase order shall belong exclusively to the City of Florence.

**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](http://www.cityofflorence.com)**

### **SCOPE OF WORK**

The City of Florence is seeking bids from qualified contractors to perform renovations to the Art Trail Building located at 142 North Dargan Street.

The project consists of new stairs, new finishes, new gallery display system, lighting and toilets. Exterior upgrades include parking of an existing sidewall, new tilework, and a new roofing system.

In addition to any detailed requirements of these specifications, the contractor shall meet the requirements of federal and state safety standards, whichever is more restrictive. Matters of interpretation of these standards shall be submitted by the General Contractor to the respective administrative agency for resolution before starting work.

Cooperate with Owner's Representative in all construction operations to minimize conflict, and to facilitate Owner access as required. Contractor shall, at all times, conduct his operations as to insure minimal inconvenience to general public.

**This project must be completed within 210 consecutive calendar days from the date of the notice to proceed.**

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.

### **SPECIFICATIONS | DRAWINGS**

Refer to the link below

<https://www.dropbox.com/sh/cthdqop6jj8t9wo/AABvI64SaLxXKrgEBIUdcygsa?dl=0>

### **ALTERNATIVE METHODS**

Alternative methods and materials may be considered during the evaluation process. Alternative methods should be provided separate of the primary bid and described in sufficient detail. If alternative methods are provided, a separate bid amount must be provided on the bid response form.

Alternative Methods should be explained on page 8 of this Invitation to Bid. If additional space is needed please attached a separate sheet.

### **MANDATORY PRE-BID Conference**

The Pre-Bid Conference will be held on **November 16, 2016 at 2:00 pm** at 142 North Dargan Street, Florence, SC 29501. The purpose of the pre-bid walk-thru 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 walk-thru. Firms not properly represented at the pre-bid walk-thru will not be considered for evaluation.**

### **CRITERIA FOR AWARD**

**Firms are requested to submit three (3) copies of the bid on the City of Florence Bid sheet included in this invitation to bid.** 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. Experience of the Company
3. Quality of Service
4. Timeliness of completion of work

**The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected Contractor 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](http://www.cityofflorence.com).

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 all firms and all subcontractors awarded a contract agreement with the City of Florence, either secure a business license or update their current business license for the contract amount for any work that is to be done inside the city limits. The successful firm and all subcontractors shall be required to contact the Business License Coordinator, City Center 324 W. Evans Street, Suite 100, Florence, S.C. prior to commencement of work. The Business License Coordinator's phone number is (843) 665-3173. FAX (843) 665-3171.

### **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, City Center 324 W. Evans Street, 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.

