



**INVITATION TO BID NO. 2023-97
1403 ORANGE CIRCLE RENOVATIONS**

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 **January 17, 2024 at 2:00 pm** from qualified and licensed contractors to complete renovations at 1403 Orange Circle, 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. 2023-97: 1403 Orange Circle**” clearly marked on the outside of the envelope for easy identification by the City of Florence. The City of Florence does not accept electronic or emailed 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
City Center
324 W. Evans Street
Florence, SC 29501-3431**

This project will be funded by Housing and Urban Development (HUD) grants. It is subject to state and federal rules & regulations pertaining to HUD as well as Minority Business Enterprise (MBE).

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

EQUAL EMPLOYMENT OPPORTUNITY - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1) The Contractor's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation
For each trade 16%

Goals for female Participation in
each trade 6.9%

(3) These goals are applicable to all Contractors' construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, he shall apply the goals established in such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

(4) The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 604.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed.

(5) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provision of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(6) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that area under the jurisdiction of the City of Florence Housing Division.

(7) During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The Contract will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

e) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246.

INTEREST OF CERTAIN FEDERAL OFFICIALS

a) No Member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share of part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section not be construed to extend to this Contract if made with a corporation for its general benefit. The Contractor will include the provision in every subcontract to that such provisions will be binding upon each subcontractor.

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 have a South Carolina General Contractors License or South Carolina Residential License and 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 Chief Financial Officer. 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 **January 10, 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

The City determined that according to the South Carolina Code of Law Title 40 Chapter 11 and the South Carolina Code of Regulations Chapter 29, a General Contractor's License will be needed to perform this type of work. The successful vendor must have a general contractor's license.

The following requirements shall be made part of the final contract agreement and must be adhered to by the successful firm.

1. DATA TO BE FURNISHED TO THE CITY: All information, data, reports and records as are kept and necessary for the carrying out of the work enumerated herein shall be available for inspections and appropriated reports prepared upon request by the City.
2. FINDINGS CONFIDENTIAL: All of the reports, information, data, etc., prepared or assembled by the successful firm under the contract are confidential and the successful firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
3. RECORDS TO BE MAINTAINED: The successful firm shall maintain all records required by the federal regulations specified in 24 CFR Part 570-506, and that are pertinent to the activities to be funded under this agreement.

Note: All Federal Regulations Information mentioned in this document can be found on the internet at www.gpoaccess.gov

4. ACCESS TO RECORDS : The successful firm shall make available for examination all of its records with respect to all matters covered by the contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by the contract to the City of Florence, U. S. Department of Housing and Urban Development and the Comptroller General of the United States or any of their duly authorized representatives. All such records shall be maintained on file by the successful firm, for a period not to exceed three (3) years after receipt of final payment under the contract, or after the resolution of a federal audit finding, whichever occurs later. Records for non-expendable property acquired, with funds under the contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.
5. RECOGNITION: The successful firm shall insure recognition of the role of the City and the Community Development Department in providing services through the contract. All activities, facilities and items utilized pursuant to the contract shall be prominently labeled as to funding

source. In addition, the successful firm will include a reference to the support provided herein in all publications made possible with funds made available under the contract.

6. COPYRIGHT: No reports or other documents produced in whole or in part under the contract shall be subject or any application for copyright by or on behalf of the successful firm.
7. AMMENDMENTS: The City or the successful firm may amend this Agreement at anytime provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result to a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both City and the successful firm.

8. ASSIGNABILITY/SUBCONTRACTING: The successful firm shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City hereto. The successful firm shall be as fully responsible to the City for the acts and omission of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The successful firm is required to use the standard contract format of the City in their entirety for all subcontracts, unless otherwise stated in writing.

The successful firm shall furnish and cause each of its Sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

9. INDEPENDENT FIRM: Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful firm shall at all times remain an independent firm with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the firm is an independent firm.
10. TERMINATION OF CONTRACT FOR CAUSE: If, through any cause, the successful firm shall fail to fulfill in a timely and proper manner these obligations under the contract, or if the successful firm shall violate any of the covenants, agreements, or stipulations of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the firm of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the contract shall become the possession of the City and the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above the successful firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the firm and the City may withhold any payments to the firm for the purposes of setoff until such time as the exact amount of damages due to the City from the firm is determined.

11. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City may terminate the contract at any time by giving written notice to the firm of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and Other Material as described in Paragraph 10 above shall, at the option of the City, become its property.

If the contract is terminated by the City provided herein, the successful firm will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the firm covered by the contract, less payments of compensation previously made; provided however, that if less than sixty (60) percent of the services covered by the contract have been performed upon the effective date of such termination, the firm shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the firm during the contract period which is directly attributable to the uncompleted portion of the services covered by the contract. If the contract is terminated due to the fault of the firm, paragraph 13 hereof relative to termination shall apply.

In the event there is probable cause to believe the successful firm is in noncompliance with any applicable rules or regulations, the City may withhold contract funds until such time as the firm is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

12. **TERMINATION FOR CONVENIENCE OF THE FIRM:** The successful firm may terminate the contract at any time by giving written notice to the City of such termination and specifying the effective date thereof, at least 90 days before the effective date of such termination. In the event all finished or unfinished documents and other material as described in Paragraph 10 above shall at the option of the City, become its property.

If the contract is terminated by the firm provided herein, the firm will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the firm covered by the contract, less payments of compensation previously made; provided however, that if less than sixty (60) percent of the services covered by the contract have been performed upon the effective date of such termination, the firm shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the firm during the contract period which is directly attributable to the uncompleted portion of the services covered by the contract. If the contract is terminated due to the fault of the firm, paragraph 10 hereof relative to termination shall apply.

13. **HOLD HARMLESS:** The successful firm shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the firm's performance or nonperformance of the services or subject matter called for in this agreement.

14. **INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY AND**

OTHER: No officer, member, or employee of the firm or its designees or agents and no other public official of the locality or locations in which the project is situated or being carried out who exercises any function or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall (a) participate in any decision relating to the contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly, interested; or (b) have any interest, direct or indirect, in the contract or the proceeds thereof.

15. INTEREST OF FIRM: The successful firm covenants that it presently has all interest and shall not acquire any interest, direct or indirect, in the above-described project or any other interest, which would conflict in any manner or degree with the performance of services required to be performed under the contract. The successful firm further covenants that in the performance of the contract no person having such interest shall be employed.
16. INTEREST OF CERTAIN FEDERAL OFFICIALS: No member of or delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of the contract or any benefit to arise here from.
17. EQUAL EMPLOYMENT OPPORTUNITY: In carrying out the program, the firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The successful firm shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The successful firm shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The successful firm will incorporate requirements in all subcontracts for program work.
18. SEVERABILITY OF PROVISION: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.
19. COMPLIANCE WITH OTHER FEDERAL REGULATIONS: The contractor agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of Housing and Urban Development-Community Development Block Grant Program and the following Federal Regulations as they may apply to project administration. The additional regulations are incorporated herein by reference.

- Certification Regarding Lobbying and Drug Free Workplace Act
- Policy Prohibiting Use of Excessive Force, 1990 HUD Appropriations Act (P.L 101-144)
- Drug Free workplace Act of 1988
- American Disabilities Act of 1990

- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act
- Program Income (24 CFR 570.503 and 570,504)
- Programmatic and Budget Changes
- Civil Rights and Fair Housing; Employment and Contracting Opportunities (570.601, 570.607)
- Labor Standards (24 CFR 570.603)
- Environmental Requirements (24 CFR 570.604)
- Historic Preservation
- National Flood Insurance Program (24 CFR 570.605)
- Relocation, Real Property Acquisition and One-for-One Housing Replacement (24 CFR 570.606)
- Lead-based Paint (24 CFR 570.608)
- Political Activity (24 CFR 570.207 (a) (3))
- Conflict of Interest (24 CFR 570.611.)
- Program Monitoring (24 CFR 570.501 (b), 24 CFR 85.40 (a) and (e), and OMB Circular A-110, Paragraph (2))
- Suspension and Termination (24 CFR 570.503 (b) (7), 24 CFR 85.43 and 44)
- Resident Aliens (24 CFR 570.613)
- Compliance with Executive Order 11246 Equal Employment Opportunity

20. COMPLIANCE WITH LOCAL LAWS: The successful firm shall comply with all applicable laws, ordinances, and codes of the state and local governments and shall commit no trespass on any public or private property in performing any of the work provided under the contract.

21. PERSONNEL: All of the services required hereunder shall be performed by the successful firm and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in the scope of services.

The successful firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the project.

22. PROHIBITIONS AGAINST PAYMENTS OF BONUS OF COMMISSION: Work completed or funds provided under this agreement shall not be for the purpose of payment of any bonus or commission for the purpose of obtaining HUD approval of grantee applications for assistance, additional assistance or any other type of approval or concurrence of HUD required under Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees of bona fide technical, consultant, managerial or other such services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

23. ACCOUNTING STANDARDS/COST PRINCIPLES: The successful firm shall agree to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

The successful firm shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Nonprofit Organizations", as applicable, the applicable Sections of 24 CFR

Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis.

24. **PROCUREMENT:** The successful firm shall comply with current City policy and OMB Circular A-110, Attachment O, Procurement Standards, concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property valued at \$300 or more. Utilization and disposal of property shall comply with Property Management Standards, Attachment N. All program assets (non-expended program income, property, equipment, etc.), as determined by the City, shall revert to the City upon termination of the contract.
25. **AUDIT:** The successful firm shall provide to the City, on an annual basis, copies of a recently completed and independent audit report in compliance with 24 CFR Part 85. All firm records with respect to any matters covered by this agreement shall be made available to the City, Community Development Department (CDD), their designees, or the Federal Government, at any time during normal business hours, as often as the City or CDD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the firm with 30 days after receipt by the firm. Failure of the firm to comply with the above audit requirements will constitute a violation of the contract and may result in the withholding of future payments. The successful firm hereby agrees to have an annual agency audit conducted in accordance with current City Policy concerning firm audits.
26. **PENALTY:** Delay costs due to the inconveniences to the owner for work not being accomplished on the stated time of completion will be at the rate of **\$100.00 per day**. The firm should realize that delay due to bad weather, materials, and such, not under the control of the firm will be considered by the Community Services Department for time extension. The purpose of this paragraph is to ensure a sincere effort on the firm's part to accomplish the work.

Before the award of contract/purchase order, any bidder 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. Bidders may be required to furnish the City with sworn statements as to their experience. No contract/purchase order will be awarded except to responsible bidders capable of performing the class and type of work required.

27. **PROTEST PERIOD:** Any actual or prospective bidder, offeror, or firm who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective bidder, offeror, or firm wishes to protest, the formal protest must be submitted in writing and must be received by the City *no later* than seven (7) days from the date that the aggrieved actual or prospective bidder or firm has been informed of the qualifications selection results by the Purchasing Agent. Protests received by the City following seven (7) days after evaluation results have been released by the Purchasing Agent will not be considered by the City.
28. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets scope of work, 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.

29. DEVIATIONS: Any deviations from the scope of work contained herein must be noted in detail on the respondent's response for the City of Florence's consideration.

30. 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

The contractor's employees will be subject to Davis – Bacon Interviews during the project to ensure compliance with the attached Wage Decisions. The contractor must also provide **Certified Payrolls** for each project to be in compliance with Davis – Bacon

"General Decision Number: SC20230066 01/06/2023

Superseded General Decision Number: SC20220066

State: South Carolina

Construction Type: Residential

Counties: Darlington, Florence, Horry and Sumter Counties in South Carolina.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or	. Executive Order 13658 generally applies to the contract. . The contractor must pay all

extended on or after January 30, 2022:	covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUSC2016-009 10/18/2017

	Rates	Fringes
CARPENTER.....	\$ 15.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.69 **	0.00
ELECTRICIAN.....	\$ 16.55	0.00
LABORER: Common or General.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.85	0.00
PAINTER (Brush and Roller).....	\$ 13.49 **	0.00
PLUMBER.....	\$ 16.81	0.00
ROOFER.....	\$ 15.00 **	0.00

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage

determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

SCOPE OF WORK

The City of Florence is seeking bids from qualified and licensed contractors to complete renovations to the house located at **1403 Orange Circle.**

This project must be completed within 45 consecutive calendar days from the date of the notice to proceed. A penalty of \$100.00 per day may be withheld for non-completion within the time specified.

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.

SPECIFICATION

1. Replace Front door threshold and adjust front door for proper closing.
2. Remove and replace front storm door with a new door.
3. Install handrail on front porch steps.
4. Remove and repair all rotten wood around exterior of windows, caulk, sand and paint around exterior windows, shutters, fascia, soffits, and gable ends.
5. Remove master bedroom floor and subfloor and baseboards install ½ inch sheeting for subfloor, linoleum sheeting and baseboards.
6. Install complete bathroom with walk-in shower allowing for 8 ft. X 8 ft. wood flooring and handicap toilet replacement.

MANDATORY PRE-BID WALK-THRU

The pre-bid walk-thru will be held on **January 3, 2024 at 2:00 pm at 1403 Orange Circle.** 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.**

BID RESPONSE

1. Bid price should include all costs for preparation, material, equipment, labor and supervision to perform the services pursuant to the Invitation to Bid
2. Work Schedule
3. Proof of South Carolina General Contractor's License or South Carolina Residential License

CRITERIA FOR AWARD

Firms are requested to submit two (2) copies of the bid on the City of Florence Bid sheet included in this invitation to bid. The City shall award the project to the lowest responsible/responsive bidder that best meets the City of Florence's specifications/scope of work that is within 10% of the project's Public Body Estimate, 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 bids. 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 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. 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, 324 W. Evans Street, Florence, sc. 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 subcontractor's 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-subcontractor's 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.

Non-Collusion Affidavit of Prime Bidder/Subcontractor

State of South Carolina)
Country of Florence)
City of Florence)

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

1. He/she is _____ of _____
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Florence, Department of Community Development, or the owner of the property interested in the proposed contract;

5. No member of the City Council, or other Officers of the City of Florence, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I am/The Bidder is not indebted to the City of Florence in any form or manner.

Signature: _____

Date: _____

Title: _____

Witness: _____

Please complete this form and return along with your bid



**INVITATION TO BID NO. 2023-97
1403 ORANGE CIRCLE RENOVATIONS**

Total cost (including tax) including materials, equipment, fuel, labor, supervision, and all other resources necessary to complete the project as described in the Invitation to bid.

- | | |
|--|----------|
| 1. Replace Front door threshold and adjust front door for proper closing. | \$ _____ |
| 2. Remove and replace front storm door with a new door. | \$ _____ |
| 3. Install handrail on front porch steps. | \$ _____ |
| 4. Remove and repair all rotten wood around exterior of windows, caulk, sand and paint around exterior windows, shutters, fascia, soffits, and gable ends. | \$ _____ |
| 5. Remove master bedroom floor and subfloor and baseboards install ½ inch sheeting for subfloor, linoleum sheeting and baseboards. | \$ _____ |
| 6. Install complete bathroom with walk-in shower allowing for 8 ft. X 8 ft. wood flooring and handicap toilet replacement. | \$ _____ |

TOTAL BID: \$ _____

Is your company a certified MBE/DBE/ WBE: Yes _____ No _____

Authorized Signature	Printed Name	Date
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Company Name

Federal Tax ID.	E-mail Address
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Mailing Address (Include Zip Code)

Telephone Number	Fax Number
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