
Invitation to Bid #6405

Liberty Steet Filter Plant
Abatement, Demolition, and Disposal
700 West Liberty Street, York, SC 29745

Submit proposals to:
City of York
Attn: Ben Wright
10 North Roosevelt St.
York, SC 29745

Advertisement Date: February 20, 2024
Proposal Due Date: March 19, 2024



INVITATION FOR BID

Lead and Asbestos Abatement, Demolition, and Disposal of the Liberty Street Filter Plant 700 West Liberty Street, York, SC

STATEMENT OF PURPOSE

City of York ("Owner") is requesting proposals from qualified Contractors for the lead and asbestos abatement, demolition, and disposal of the Liberty Steet Filter Plant at 700 West Liberty Street, York, SC 29745. The project will consist of the demolition of all on site buildings, tanks, concrete pads, asphalt pavement, select utilities, and structures following abatement of lead and asbestos. This request seeks to identify the qualifications of the General Contractor and cost proposal submitted that are in the best interests of the City of York. The Proposals submitted will be evaluated utilizing the Selection Guidelines outlined in this Request for Proposals. The City is seeking a cost-effective and highly qualified partner. City of York reserves the right to reject any and all submittals.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All bids must be sealed and clearly marked IFB #6405: Demolition of Liberty Street Filter Plant. Submittals must include one hard copy of exhibits A, B, C, D, and a Bid Bond. Submittals may be mailed or hand delivered and must be received by 1:00 pm (local time) on Tuesday, March 19, 2024.

GENERAL INFORMATION

Instructions to bidder:

1. Instructions to obtain Bid documents are available from Davis & Floyd, Inc. You may email Maya Day at documents-gwd@davisfloyd.com to obtain bid documents electronically.
2. The response must be mailed, or hand delivered to the following address:
**City of York
Attn: Ben Wright
10 North Roosevelt St.
York, SC 29745**
3. Faxed or emailed responses WILL NOT be accepted. Project Name MUST be visible on outside of envelope. The owner assumes no responsibility for unmarked envelopes being considered for award. Proposer mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. The City of York is not responsible for proposals delayed by mail or delivery services of any nature.
4. Bidders are encouraged to attend a Pre-Bid Conference at 11:00 AM on Thursday February 29, 2024 at the Liberty Street Filter Plant, 700 West Liberty Street, York, SC 29745
5. Bid opening will be conducted at City of York, 10 North Roosevelt Street, York, SC 29745 at **1:00 P.M. Tuesday, March 19, 2024**. All responses received after this date and time will be rejected. Responses will be opened, and the bidder's name and total bid amount will be read aloud.
6. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections

entered and initialed by the person signing the bid.

7. Offerors are to include all requested information and are encouraged to include any additional information they wish to convey to the Owner. Additional information, however, will not be grounds for award.
8. All responses must include Exhibits A, B, C and D, Bid Form, and Bid Bond. They must be complete, and the signature must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting response.
9. Demolition materials may be disposed of in the York County Class II landfill or at the approved landfill of the contractor's choice. Contractor will be responsible for obtaining clean fill for backfill material. Note that the city is cognizant of several projects that may need to waste clean fill. More information will be provided during the Prebid conference.

SECURITY REQUIRED

A. Bid Security

Each Bid must be accompanied by a Bid Bond acceptable to the Owner. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina.

Bid Bonds shall be payable to the Owner, shall be for at least five (5%) percent of the total amount of the total project cost (lump sum), and shall serve as a guaranteed deposit that the proposal will be carried out to the complete satisfaction of the Owner. In lieu of a Bond, Bidder may submit a certified check or cashier's check in aforesaid amount (in U.S. funds) payable to City of York. Faxed Bid Bonds will not be acceptable.

B. Forfeiture of Bid Security

Nonperformance by the successful Bidder, or its failure to execute the Contract or meet performance and payment bond requirements and insurance requirements within fifteen (15) business days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time, but prior to forty-five (45) days after the closing date, may also result in forfeiture of bid security.

C. Return of Bid Security

Bid security will be returned to all Bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. If no contract has been awarded within 45 days of the Bid closing date, the bid security will be returned upon demand of the Bidder. The Unsuccessful Bidder will not be entitled to any interest earnings on returned funds, and in the case of bid security by check, such will be returned in the form of a City of York check.

D. Payment and Performance Security

(1) The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the Owner in the following amounts no later than at the time of initial pay request:

Payment Bond: 100% of the total amount of the Contract.

Performance Bond: 100% of the total amount of the Contract.

(2) The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.

(3) Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.

(4) The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this Invitation for Bids (IFB) and terminate upon final payment to Bidder by Owner.

(5) The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this IFB and terminate twelve (12) months after the date of final acceptance of the Work by the Owner.

The successful Bidder may submit its executed Payment Bond and Performance Bond by facsimile transmittal preceding the execution of any contract resulting from this IFB, however, the original documents must be received within ten (10) business days after Notice of Award.

PROJECT'S TIME OF COMPLETION:

The work will be completed and ready for final payment within 120 calendar days after the date when contract times commence to run. The City would like to begin work on April, 15, 2024 and have substantial completion by August 13, 2024.

LIQUIDATED DAMAGES

It is critical that the successful Bidder recognizes that time is of the essence in completing the Project. The successful Bidder agrees that, if the Work, or any part thereof, is not completed within the time agreed upon in a contract resulting from this IFB (or any extension thereof), the successful Bidder and its surety shall be liable to the Owner, in the amount of Two Hundred Dollars (\$200.00) per day for each and every calendar day Substantial Completion (defined as the project complete that it can be utilized for its intended purpose) is delayed beyond the Contract Completion Date. This daily rate is liquidated damage in lieu of actual damages and is not a penalty for late completion. The Owner, or its assignee, shall have the right to deduct from and retain out of monies which may be then due, or which may become due and payable to the successful Bidder, the amount of such liquidated damages; and if the amount so retained by the Owner, or its assignee, is not sufficient to pay in full such liquidated damages, the Bidder shall pay to the Owner, or its assignee, the amount necessary to effect payment in full of such liquidated damages. Thirty (30) days are allotted for completion of punch list items following Substantial Completion.

OWNER PREFERENCE:

The Owner prefers a single, qualified company or entity to be responsible for providing described services. Therefore, any one bid submitted in response to this IFB by more than one business entity will be deemed to be a Bid for a joint venture between or among the companies so submitting unless the Bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm's contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Owner. This provision may be waived if a solution is agreed upon whereby the Owner will have a single source for contract complaints, problem resolution and responsibility.

SOLICITATION AVAILABILITY:

Instructions to obtain Bid documents are available from Davis & Floyd, Inc. You may email Maya Day at documents-gwd@davisfloyd.com to obtain bid documents electronically.

OFFEROR'S RESPONSIBILITY

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of this IFB. Site visits are encouraged and can be arranged by contacting:

City of York
Attn: Ben Wright
10 Roosevelt St.
York, SC 29745
Bwright@yorksc.gov

The failure or omission of a Bidder to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the Bid submitted by the Bidder or to any contract resulting from this IFB.

MODIFICATION

- A. The Owner shall have the unilateral right to modify any contract resulting from this IFB, within the general scope of work, when said modification is in the best interest of the Owner. The right to issue change orders is not dependent upon the consent of the successful Bidder. At the direction of the authorized Owner representative, as applicable, the successful Bidder is obligated to perform the revised contract. Contract fees or prices will be equitably adjusted where an issued change order or directive so demands.
- B. No claim by the successful Bidder for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

INCORPORATION BY REFERENCE

1. The contents of this Invitation for Bids, including all drawings, attachments, specifications, and any addenda referenced herein, will become part of the contract for this Project and are hereby incorporated by reference.

2. Questions regarding this solicitation must be directed to Thomas G. Jordan at Davis & Floyd, Inc. in writing via email tjordan@davisfloyd.com no later than Thursday, March 7th, 2024 by 5:00 P.M. Responses to all questions will be complete and forwarded to all potential offerors by Tuesday, March 12th, 2024, by 5:00 P.M.
3. Mark each part of your bid which you consider proprietary as "CONFIDENTIAL". Bids marked in their entirety as "CONFIDENTIAL" will be rejected. See "Proprietary/ Confidential Information".
4. The solicitation may be amended at any time prior to opening. Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment.
5. Offers may be withdrawn by written notice to the Director of Operations at any time before the bid opening. A bid may be withdrawn in person by a bidder or its authorized representative prior to the bid opening provided that the person signs a receipt for the bid.
6. The Owner reserves the right to waive any technicalities in the Invitation for Bid. In addition, the Owner may reject any bid that contains prices for items or services that are inconsistent or unrealistic when compared to other prices and would not be in the best interest of the Owner.

AWARD

1. The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Invitation to Bid.
2. Prices must be firm for ninety (90) days from the bid opening date.
3. Notice of Award will be posted at the following location:

City of York
10 Roosevelt St.
York, SC 29745

GENERAL TERMS AND CONDITIONS

Owner Standards of Responsibility: Factors to be considered in determining whether the Owner's standards of responsibility have been met include whether prospective bidder has:

- (a) Available the appropriate financial, material, equipment, facility, personnel and expertise, or the ability to obtain them to meet all contractual requirements;
 - (a) A satisfactory record of performance;
 - (b) A satisfactory record of integrity;
 - (c) Qualified legally to contract with Owner; and
 - (d) Supplied all necessary information in connection with the inquiry concerning responsibility.

SUBCONTRACTORS

- a) If any subcontractors will be used for this project, the successful Bidder shall provide to the Project Engineer a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor.
- b) The successful Bidder shall not substitute other subcontractors without the written consent of the Engineer.
- c) The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- d) If at any time the Project Engineer determines that any subcontractor is incompetent or undesirable, the Engineer shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement without penalty or cost to the Owner.
- e) Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the City of York.
- f) It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

CONTRACT DOCUMENT

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a contract and submitted Insurance Certificates.

Advertising: Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Owner. Offeror agrees not to use the Owner's name, insignia, logos, copyrighted material, or any reference to the Owner in any advertising or promotional materials without the written permission of the Owner.

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid, the bidders agree to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Right of Non/Commitment or Rejection: This solicitation does not commit the Owner to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The Owner reserves the right to accept or reject any or all proposals received because of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the Owner to do so.

Conflict of Interest: Offeror will warrant that there is no conflict of interest with its other contracts or any other employment and work to be performed under the contract. Offeror must agree to advise the Owner if such

conflict of interest arises during the term of the contract. Offeror will avoid all circumstances and actions, which would reasonably place Offeror in a position of divided loyalty with respect to its obligations under the contract.

Force Majeure: The Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Offeror.

Prohibited Activities: All Offeror's agent and employees shall comply with the following:

- a) NO drugs or alcohol on Owner property or adjacent thereto. The Owner reserves the right to require the offending party be removed from Owner property immediately and to be replaced by the Contractor.
- b) NO knives, firearms, or other weapons on Owner property or adjacent thereto. The offending party shall be reported to authorities and arrested.
- c) NO fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, or Owner representatives, agents, or employees. The Owner reserves the right to require the offending party be removed from Owner property immediately and to be replaced by the Contractor.
- d) NO improper attire or actions while on Owner property or adjacent thereto. The Owner reserves the right to require the offending party be removed from Owner property immediately and to be replaced by the Contractor.
- e) NO smoking or tobacco usage and/or possession on Owner property. This includes snuff, chew, Vaping, or any other form of tobacco. The Owner reserves the right to require the offending party be removed from Owner property immediately and to be replaced by the Contractor.
- f) Take all necessary precautions to ensure minimal loss of utilities and facilities required by the occupants of any existing building or facilities and minimal disruption of the educational process.
- g) Secure SLED (State Law Enforcement Division) criminal background checks on all agents and employees performing work on Owner property and produce proof of such background checks upon request by the Owner.
- h) Take all necessary precaution to protect visitors or Owner representatives, agents, or employees as well as property belonging to those individuals or other third parties during the contract term.

Right to Protest: Any prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract or intended award shall protest to the Public Works Director. The protest must be in writing, submitted to the Public Works Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. Protests must be received by mail or hand delivered within five (5) days from the date of intended award to the following address:

City of York
10 North Roosevelt St.
York, SC 29745
Ben Wright (bwright@yorksc.gov)

Competitive Procurement: It is the intent and purpose of the Owner this solicitation permit competition. It shall be each Offeror's responsibility to advise the Owner if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this solicitation to a single source. Such notification must be submitted in writing and must be received by the Procurement Officer no later than the last date for written questions.

SPECIAL TERMS AND CONDITIONS

Unauthorized Commitments: The Offeror shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Owner, whether oral or written, without the express written consent of the Owner.

Agreement Subject to Law and Regulations: This contract is subject to the provisions of all pertinent Federal, State, and local laws and regulations and all amendments made thereto. All provisions of this contract are subject to modification to bring this Contract into compliance with existing, new, or amended Federal, State, or local Law/regulation.

Both contractual parties shall notify each other in writing of any such modification required when knowledge of changes to the laws affecting the administration has been obtained. Any such provisions thereupon shall be incorporated into this contract.

Affirmative Action: The Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

Accidents: The Offeror shall hold the Owner harmless of any and all damages and claims that may arise by reasons of any negligence on the part of the Offeror, his agents or employees in the performance of the contract, and in case any action brought therefore against the Owner or any of its agents or employees, the Offeror shall assume full responsibility for defense thereof, and upon his failure to do so on the proper notice, the Owner reserves the right to defend such motion and charge all costs thereof to the Offeror. The Offeror will take all precautions necessary to protect the public against injury.

Contract Requirements: If any conflicts become apparent between the original solicitation, including all addenda, and the Offeror's offer after execution of a contract that have not been clarified by said contract, the terms and conditions of the original solicitation, including all addenda, shall take precedence over any terms and conditions in any offer or contract supplied by the Offeror. The Owner reserves the right to amend, add, or delete services within the scope of the contract if requirements change during the performance of the contract. Fees for those services, if not stated in the original offer, shall be based on fair and reasonable prevailing compensation for like services and mutually agreed to by the Owner and the Offeror.

All services rendered under the contract shall be rendered in a professional manner consistent with prevailing industry standards and the contract requirements up to the completion of the contract period or the date of termination, whichever occurs first.

The Offeror shall maintain all licenses, permits, certifications, ratings, or other requirements under the laws of the State of South Carolina or other regulatory authority in the provision of services to the Owner throughout the term of the contract.

Legal Liability: The Offeror shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders, or decrees, by the firm, or its employees or representatives.

The Offeror shall have no authority, expressed or implied, to bind the Owner to any agreements, liability or understanding except as expressly set forth in the solicitation or as expressly authorized by the Owner's Board of Trustees, Superintendent, or designee. The Offeror is solely responsible for the acts of its employees, representatives, and agents.

Any contract amendment, controversy or claim that may arise during the term of the contract shall be governed by the Owner's Procurement Code and laws of the State of South Carolina.

Termination: The Owner shall have the right to halt all activities under this agreement immediately, without obligation should it be found that the Offeror is not in conformance with the terms as indicated herein or based on the happening of any of the following:

- a) Insolvency of the Offeror;
- b) Filing by the Offeror of a voluntary petition of bankruptcy.
- c) Filing of an involuntary petition to have the Offeror declared bankrupt.
- d) Appointment of a receiver or trustee for the Offeror.
- e) The execution by the Offeror of an assignment for the benefit of creditors.
- f) The dissolution of the firm, partnership, corporation, or other auspices of the Offeror.
- g) Revocation of any required licenses of the Offeror.

The Offeror shall notify the Owner immediately of any of the above pending actions or other such actions.

Additionally, subject to the Provisions below the contract resulting from this proposal may be terminated by the Owner provided a thirty (30) day advance notice in writing is given to the contractor.

- a) Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract, the Owner shall terminate without any further obligation to the Owner.
- b) Convenience: If this contract is terminated or canceled upon request and for the convenience of the Owner without the required thirty (30) day advance written notice, then the Owner shall negotiate reasonable termination costs, if applicable.
- c) Cause: Termination by the Owner for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived, and the default provision listed herein shall apply.

- d) Default: In case of default on Offeror, the Owner reserves the right to purchase any or all items/services in default in open market, charging Offeror with any excessive costs.

The Owner may terminate this contract for default, in whole or in part, by written notice to the Offeror if the Owner's Superintendent or designee has a reasonable basis to believe that the Offeror has:

- A. Failed to meet or maintain any requirements for contracting with the Owner;
- B. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
- C. Violated any applicable law or regulation.

In such event, the Offeror will be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Offeror was not in default, or (ii) the Offeror's failure to perform is without Offeror's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience" as defined in Paragraph b above.

All services rendered until the date and time of termination must be rendered in a professional manner consistent with prevailing industry standards, pertinent laws and regulations, and this contract.

Proprietary/Confidential Information: Any portion of your submitted bid, which should be considered confidential, must be visibly marked as such. Bidders must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cumm. Supp.) (Freedom of Information Act). The Owner reserves the right to determine disclosure and no legal action may be brought against the Owner or its agents for its determination in this regard.

Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Owner.

Insurance: Prior to Contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the Owner as Additional Insured shall be provided to the Owner. The Contractor shall maintain insurance satisfactory to the Owner to include at a minimum the following:

- Tort and Vehicle Liability Insurance - Prior to Contract Award, the Contractor shall provide the Owner with copies of all existing policies of insurance. The limits of insurance coverage shall not be less than \$1,000,000.00 bodily injury per occurrence and \$1,000,000.00 property damage per occurrence.
- Business Automobile and Liability Insurance - Prior to Contract Award, the Contractor shall, at its own expense, provide the Owner with valid evidence of Business Automobile and Liability Insurance in the amount of \$1,000,000.00 per person and \$1,000,000.00 per incident. The Certificate of Insurance shall indicate that the Owner are Additional Insured on the policy that provides Business Automobile Liability to the Contractor.

- Duration of Coverage - All coverage shall be in effect for the duration of the contract agreement.
- Advance Notice of Termination - The Owner shall be provided with written notice at least thirty days (30) in advance of any termination of any policy or any change in coverage or insurance provider.
- Workers' Compensation Insurance - Workers' Compensation insurance shall be required on all Contractor employees who will be involved in any aspect of the contract. Insurance coverage shall be issued by a company with a Best rating of A.
- Insurance Carrier - The insurance carrier selected by the Contractor shall be authorized to do business within the State of South Carolina.
- Notification to the Owner - The Contractor shall immediately notify the Owner of any accident or condition which arises out of or touches upon the work performed by the Contractor performing business under this contract agreement, to handle potential problems on a timely basis in the best interest of all.

Illegal Immigration Act: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Owner upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements 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. [07-7B097-1]

Right of Inspection: The Offeror shall provide right of access to its facilities to the Owner's Superintendent or designees at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Owner. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Offeror's business or work hereunder.

TERMS OF CONTRACT

1. All entries shall remain firm for a period of not less than ninety (90) days.
2. Companies must clearly mark as "Confidential" each part of their submittal which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of York reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of York and/or its agents for any determination in this regard.

3. This solicitation does not commit City of York to award an agreement, to pay any costs incurred in the preparation of a qualification and of any supplementary presentation, or to procure or contract for the articles of goods or services. City of York reserves the right to accept or reject any or all Letters of Qualification received because of this solicitation, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation if it is in the best interest of the City to do so.
4. Changes and/or adjustments to the attached layout are allowed during the design phase, as is typical with design/build projects.
5. The design/build contract agreement will be made between the owner and the successful design/build contractor on the City standard design/build contract forms.
6. City of York reserves the right to accept or reject any and all proposals received in response to this Request for Proposals, City of York will not pay for any costs incurred by the submitting teams in preparation of a response to the Request for Proposals, nor any costs associated with negotiations prior to the awarding of a contract.
7. City of York reserves the right to cancel this Request for Bid, or cancel any negotiations resulting from this IFB, or decline to enter into a contract for the proposed work of this project if such action is deemed to be in the best interest of the City.
8. City of York reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that qualification is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this Request for Bid.
9. Failure to submit all required information may in the sole determination of City of York be deemed as a nonresponsive proposal.
10. Prohibition of Gratuities: It shall be unethical for any person to offer, give, or agree to give any City employee, or for any City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or subcontract, or to any solicitation or qualification therefore.

INFORMATION TO PROPOSERS

1. PROPOSER'S RESPONSIBILITY

Each Proposer shall become familiar with the project site, the scope of the proposed work, and the quantity of work and will be held responsible to examine, and to fully comply with all the Contract Documents.

2. STANDARD OF QUALITY

Equipment, material, or articles, if herein specified, are all of design or construction as selected for this Contract, and they shall be construed as being a minimum standard. Should the Proposer desire to quote on equipment,

materials, or articles claimed to be equal to that specified he may do so, provided that he shall submit complete descriptive matter of such other equipment, materials, or articles ten (10) days prior to the proposal opening. Specific requirements of the detail requirements regarding substitution of other vendor's products will take precedence over this section if such are included in that section of the IFB.

3. BULLETINS

- (a) If any Proposer is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, or should discover any omissions or discrepancies therein, he may submit to Ben Wright (Bwright@yorksc.org) request for an interpretation, correction or addition. These requests will be accepted up until one week (7 calendar days) prior to the scheduled proposal opening. If any such request be granted, it will be only by an addendum or bulletin, duly issued, and a copy will be mailed or delivered to each Proposer that has been identified. Acknowledgment of all published addendums will be required on the proposal form for a valid proposal. The Owner will not be responsible for any other explanations, interpretations, corrections, or changes in or of the proposed documents.
- (b) Proposals may be submitted as outlined in the IFB. All prices must be written both in words and in figures, but written prices shall govern in case of discrepancies. (c) The proposal of any individual must be signed personally by a person with authority to bind the company to submission, the signature must be witnessed; and the business address and any business trade name must be stated. The proposal of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The proposal of a corporation must show the state of incorporation and the principal office address and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.

4. ACCEPTANCE OR REJECTION OF PROPOSALS

The Owner reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, conditional, or otherwise irregular, or which has erasures or corrections in prices, or in which unit prices are omitted or are obviously unbalanced, may be rejected. However, the City Manager reserves the right to waive informalities based on its best interests.

5. QUALIFICATIONS OF PROPOSERS

Before any award is made, the Owner may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the management, furnish specified labor, equipment, supplies, and certifications required to design and construct this project. Proposers must be located within a reasonable distance of the project location to ensure minimal travel cost and timely response to problems that may occur after project completion.

6. LIMIT OF PROPOSAL WITHDRAWAL

No proposal may be withdrawn within ninety (90) days after scheduled time for proposal submittal.

7. PAYMENT OF WAGES, RELEASE OF LIEN, AND PERIODIC PAYMENTS

The contractor shall pay all employees for all hours worked in accordance with applicable laws. Monthly invoices may be submitted for progress payments. Owner may request that each invoice shall include certified payrolls for all employees working on the project. Invoices for stored materials shall be accompanied by proof of the stored materials, i.e., invoices.

8. COLLUSIVE PROPOSALS

More than one proposal or one contract from an individual, a firm or partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Proposer is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposers; participants in such collusion will not be considered in future proposals.

9. AWARD OF CONTRACT

The City of York reserves the right to reject or award a contract in the best interest of the City.

10. INSURANCE

Successful proposer shall be required to provide insurance as stated below and as required by other provisions of the IFB. This insurance is to be on the comprehensive form, shall protect the Contractor, and shall be written to include City of York against any/all claims arising from injuries to the public, or damage to property of others arising out of any act or omission of the Contractor, his agents, employees, or subcontractors.

The Contractor and all Subcontractors shall carry Workman's Compensation and Employer's Liability Insurance with the statutory limits applying to employer's liability (\$100,000.00) covering all employees employed by him or Subcontractors while engaged under this Contract.

The insurance required for the project shall be written for not less than the following, or greater if required by law.

1. Workmen's Compensation:

State:	Statutory	
Employer's Liability:		\$1,000,000

2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

Bodily Injury:	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000
Property Damage	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000

3. Contractual Liability:

Bodily Injury:	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000
Property Damage	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000

4. Personal Injury, with Employment Exclusion deleted:

Annual Aggregate	\$1,000,000
------------------	-------------

5. Comprehensive Automobile Liability:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Fire, Windstorm and Vandalism insurance shall be carried and maintained by the Contractor in the name of the Owner and General Contractor as their interest may appear.

The Contractor and Subcontractors shall submit certificates of insurance to Owner at the same time as signed contracts and bonds.

AGREEMENT REQUIREMENTS

1. **S.C. Law Clause:** Upon award of an agreement for these services, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in City of York. Notwithstanding the fact that applicable statutes may exempt or exclude the successful company from requirements excluding the company from being authorized and/or licensed to do business in City of York, these requirements are in effect. By submission of this signed qualification, the company agrees to subject itself to the jurisdiction and process of the Local Judicial Circuit Court of the City of York, as to all matters and disputes arising or to arise under the agreement and the performance thereof including any questions as to the liability for taxes, licenses or fees levied by State or local government.
2. **Company Responsibility:** Each company shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. The failure or omission of a company to acquaint itself with existing conditions shall in no way relieve them of any obligation with respect to this qualification or to the agreement.
3. **Affirmative Action:** The company will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical disability.
4. **Prime Contractor Responsibilities:** The Company will be required to assume sole responsibility for the complete effort, as required by this IFB. The City will consider the company to be the sole point of contact regarding contractual matters.
5. **Subcontracting:** If any part of the work covered by this IFB is to be subcontracted, the company shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved by the City. The successful company will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The City reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein. Subcontractors will be bound by this agreement and this obligation must be included in Prime and Subcontractors agreements.
6. **Ownership of Material:** Ownership of all data, material, and documentation; including, but not limited to, engineering/architectural plans and drawings, originated and prepared for the City pursuant to this agreement shall belong exclusively to the City. The City can utilize all data, material, and documentation in any manner or format deemed in the best interest of the City in the City's sole discretion for this project and for any future project as determined in the best interest of the City of York. The use and/or reuse shall be at no additional cost to the City of York.
7. **Nonresident Taxpayers:** If the company is a South Carolina nonresident taxpayer and the agreement amount is \$10,000 or more, the company acknowledges and understands that in the event it is awarded an agreement, the Company shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before an agreement can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2)

(3) of S.C. Code of Laws (1976) as amended.

8. Indemnity: The Company hereby agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the company, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

9. Termination for Default:

The City Manager has the right to terminate for default if the company fails to perform the Work, if the company fails to perform the Work within the time specified in the Agreement, or if the company fails to perform any other provisions of the Agreement. If exercised, the City becomes the owner of documents that are paid for and may utilize them in any manner the City deems appropriate.

10. Termination for Convenience: The City may without cause terminate this agreement in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the company for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the company or its subcontractors. The failure of the Company to include a termination for convenience clause into its subcontracts and material purchase orders shall not expose the City to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. The company expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the City's election to terminate this agreement in whole or in part for its convenience. The City can utilize all data, material, and documentation in any manner or format deemed in the best interest of the City in the City's sole discretion.

Exhibit A

INVITATION FOR BIDS	
PROJECT NAME:	IFB 6405: Demolition of Liberty Filter Plant
DESCRIPTION:	City of York is soliciting proposals from qualified General Contractors for the Abatement, Demolition, and Disposal of the Liberty Street Filter Plant.
DATE ISSUED:	February 20, 2024
CONTACT:	Ben Wright – 803 818-1867 – bwright@yorksc.gov

PRE-BID MEETING:	Thursday, February 29th, 2024, at 11:00 A.M. at Liberty Filter Plant, 700 West Liberty Street, York, SC 29749
SUBMISSION:	<p>Tuesday, March 19th, 2024, at 1:00 P.M. EST. (1 hard copy)</p> <p>Hand Delivery: City of York; 10 North Roosevelt St., York, SC 29745</p> <p>Mail: City of York; 10 North Roosevelt St., York, SC 29745</p> <p>Reference: IFB 6405: Demolition of Liberty Filter Plant</p> <p>Attention: Ben Wright</p> <p>*Bids must be submitted in a sealed package with project name and opening date printed on the exterior. Late bids will not be accepted.</p>

NAME OF BIDDER:

AWARD & AMENDMENTS:	Award and Amendment information will be available at the physical address listed above, by contacting Ben Wright at bwright@yorksc.gov Award and Amendment information will also be distributed to all those submitting proposals.
--------------------------------	--

ACKNOWLEDGMENT OF AMENDMENTS: Bidder acknowledges receipt of amendments by indicating amendment number and issue date.	Amendment Number	Amendment Issue Date	Amendment Number	Amendment Issue Date

Drug Free Workplace Certification: By submitting a Bid, the Bidder certifies that, if awarded a contract, the Bidder will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Exhibit B

<p>You must submit a signed copy of exhibits A, B and C with your Bid. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your Bid open for a minimum of ninety (90) calendar days after the Opening Date. You agree that your bid can be made public under the Freedom of Information Act, 5 U.S.C § 552. City of York reserves the right to reject any and all bids, and to waive any informalities or irregularities.</p>	
<p>NAME OF BIDDER (Full legal name of business submitting the bid)</p>	<p>BIDDER'S TYPE OF ENTITY: (Check one) Sole Proprietorship Partnership Corporation (tax-exempt) Corporate entity (not tax-exempt) Government entity (federal, state, or local Other _____</p>
<p>PRINTED NAME (Printed name of person signing below)</p>	
<p>TITLE (Business title of person signing above)</p>	
<p>CONTACT PERSON NAME, PHONE NUMBER, AND EMAIL ADDRESS</p>	
<p>Instructions regarding Bidder's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the bidder above. A bid may be submitted by only one legal entity. The entity named as the bidder must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</p>	
<p>STATE OF INCORPORATION (If bidder is a corporation, identify the state of Incorporation.)</p>	
<p>TAXPAYER IDENTIFICATION NO.</p>	<p>STATE LICENSE NO.</p>
<p>HOME OFFICE ADDRESS (Address of principal place of business):</p>	<p>PAYMENT ADDRESS (Address to which payments will be sent.)</p>
<p>EMAIL:</p>	<p>PHONE:</p>
<p>By signing below, the bidder certifies they are qualified and hold all licenses, permits, and regulatory authority to perform the scope of work set forth in the bid description. Upon request, proof of licenses, permits, and regulatory authority must be provided to the owner prior to contract award.</p>	
<p>AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding bid to enter contract on behalf of Bidder named above.)</p>	<p>DATE:</p>

Exhibit B (continued)

3. SOUTH CAROLINA CONTRACTOR'S LICENSE(S):

Number License	Classification	License Group	Qualifying Party

Firm will be disqualified if firm does not possess a valid and current South Carolina Contractor's license for the project.

4. INSURANCE:

Name of Primary Insurance Agent or Broker _____

Address _____

Telephone No. _____

FAX No. _____

Type of Coverages

	Commercial Gen. Liability	Auto Liability	Worker's Comp.	Other
Policy No.				
Name of Carrier				
Amount - Single				
Amount - Aggregate				
Expiration Date				

Firm will be disqualified if it does not have general comprehensive liability insurance with a policy limit of at least \$1 million per occurrence and \$2 million aggregate. Firm will be disqualified if it does not have worker's compensation insurance as required by the SC Worker's Compensation Commission.

Exhibit B – (continued)

5. APPLICANT'S BONDING INFORMATION

Name of Bonding Agent _____

Address _____

Telephone No. _____

FAX No. _____

Name of Bonding Company	Bonding Capacity (Single)	Bonding Capacity (Aggregate)

Firm will be disqualified if (1) it does not have current bonding capacity sufficient for the project, (2) Surety is not authorized to do business in SC, (3) Surety does not have an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability", or (4) Surety does not have a financial strength rating of at least five times the amount of the estimated maximum construction budget set forth in the solicitation

Exhibit C

NON-DISCRIMINATION STATEMENT

The Company certifies that:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against based on race, color, national origin, or gender in connection with any IFB submitted to the City of York or the performance of any agreement resulting there from;
- That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any agreement or portion thereof which this company may hereafter obtain and;
- That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of agreement entitling the City of York to declare the agreement in default and to exercise any and all applicable rights and remedies, including, but not limited to, cancellation of the agreement, termination of the agreement, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on an agreement.

Name (printed): _____

Signature: _____

Title: _____

Date: _____

Exhibit D – PRICE PROPOSAL FORM

IFB#6405: Demolition of Liberty Street Filter Plant

(Date)
TO: CITY OF YORK
BEN WRIGHT
10 NORTH ROOSEVELT ST.
YORK, SC 29745

FROM: _____
(Bidder)

(Address)

The Undersigned, having carefully examined project details, specifications, and other documents found in **IFB #6405: Demolition of Liberty Street Filter Plant** as well as the premises and conditions affecting the work proposes to furnish all services, labor, materials, and equipment called for by them for the "Total Base Bid" in accordance with said documents for the Stipulated Sum of

_____ Dollars,

(\$ _____), which sum is hereinafter called the "Total Base Bid".

The following unit prices, as submitted, may or may not be used in calculating additions or deductions from the Contract, at the option of Owner. Such unit prices as may be employed by Owner shall be written into the Contract and accepted and agreed upon by the respective parties to the Contract.

Bid Holding Time: The Undersigned hereby agrees that this bid may not be revoked or withdrawn after time set for opening bids but shall remain open for acceptance for a period of NINETY (90) days following such time.

Contract Acceptance: In case the Undersigned be notified in writing by mail, telegraph or delivery of acceptance of this bid within 90 days after the time set for opening of bids, he agrees to execute, within ten days from notice, a contract for the work for the above-stated amount and at the same time to furnish and deliver to Owner a Performance Bond and a Payment Bond each in an amount equal to 100 percent of the contract sum.

Completion Time: The Undersigned agrees to commence actual physical work at the site, with an adequate force and equipment, within ten calendar days from a date to be established in a "Notice to Proceed" and to substantially complete the work within **(120) days** from such date.

Liquidated Damages: The Undersigned understands that should he fail to substantially complete work under this contract within the time specified hereinbefore, or such later date as may result from an authorized extension of time, he will pay to Owner, as liquidated damages, the sum of TWO-HUNDRED Dollars (\$200.00) for each succeeding calendar day, Saturdays, Sundays and Holidays included, that the terms of the contract remain unfulfilled, which sum is agreed upon as the proper measure of liquidated damages which Owner will sustain per diem by failure of undersigned to complete the work by the time stipulated, and this sum is not to be construed as in any sense a penalty.

Bid Security: Enclosed is a Bid Bond or Certified Check in the amount of _____ Dollars(\$ _____) being not less than 5 percent of the Base Bid, payable to Owner. The Undersigned agrees that the above-stated amount is the proper measure of liquidated damages which Owner will sustain by failure of the undersigned to execute the Contract, and to furnish the Performance Bond within the ten-day period from notice in case the Bid is accepted by Owner within 45 days after the date set for opening of Bids.

The undersigned agrees that, if he is unwilling to execute the contract within the ten-day period from notice, or if he fails to furnish both Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect, and the moneys payable thereon shall be paid into the funds of Owner as liquidated damages for such failure.

Respectfully submitted,

Firm Name: _____

Address: _____

South Carolina Contractor's License No.

By: _____

Title: _____

****Include Exhibits A, B, C and D with your bid**** END OF SECTION