

City of Spartanburg
Procurement and Property Division
Post Office Drawer 1749, SC 29304-1749
Phone (864) 596-2049 - Fax (864) 596-2365

RFP Legal Notice
Request for Proposals
Abatement or Encapsulate Lead Based Paint
Residential Structure

ADDENDUM 454 Breeze Street

September 2, 2020

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking Proposals from Licensed and Certified Lead Remediation Contractors for the abatement or use of Interim controls by removing, covering or sealing of surfaces at a home located at 454 Breeze St.

Proposal No: 2020-09-08-05

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

THIS WORK WILL BE REASSIGNED WITHIN 10 DAYS OF ASSIGNMENT

PREVIOUS: Pre-Bid: Tuesday September 1, 2020 11:00 AM, at the site. Spartanburg, SC

Please submit one original and two (2) copies of your sealed proposals:

Sealed Bids Due Tuesday, September 15, 2020, no later than 3 PM. Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical question regarding the scope of services should be directed to Lynn Coggins, Construction Project Administrator, and City of Spartanburg at 864-596-2914.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids.

**The City of Spartanburg, Neighborhood Services Department
Request for Proposals
To Abate or Encapsulate lead based paint
For a residential structure**

Bidding Requirements for Contractors

This entire bid package must be submitted with two copies or your bid will be considered incomplete and will be eliminated.

The contractor will meet with City Officials and the property owner and possible tenant before work starts.

1. This is a Lump Sum Priced Project.
PRESENT ONE PRICE TO COMPLETE THE LEAD WORK AND THE HEALTHY HOMES REPAIRS
2. Contractor must have a current City License, State license and all current certifications to bid this work.
3. Contractors and all subcontractors must be fully insured per City's insurance requirements.
4. Must have three years of experience removing lead paint from Residential houses and know the regulations, protocol and adhere to them.
5. Must submit six references for work completed in the last twelve months on table D.
6. Management Companies (jobbers) (shoppers) who subcontract other companies to perform their work do not qualify.
7. Return entire RFP bound, signed, or initialized, and two copies.
8. The actual work cannot be subcontracted, the bidder must be licensed to remove lead paint and own sufficient amount of dependable equipment and have enough personnel to complete the work in the 10 day time period required by the City.
10. **Work Time Schedule**
The typical acceptable working time is Monday thru Friday from 7AM to 7PM. However, time is of Essence and the work in most cases should be completed within 3 days because the owner may be Displaced staying at another location until the work is done.
11. **Pre Bid Conference**
The pre-bid conference is not mandatory however, if you do not attend the pre-bid conference and miss important information you are still responsible for information you missed.
12. **Contract**
The most responsive contractor will be asked to sign a contract with the City and property owner. This entire bid package will be part of the contract.
13. **Warranty and Callback**
The contractor will guarantee his work for a period of one year and return to make any corrections to the work they completed at their own expense.
14. **Final Clearance**
City has hired an environmentalist to conduct (1) one clearance test when all work is completed. If the clearance test fails the contractor will pay for any additional tests needed.

15. Liquidated Damages

Liquidated damages for non-compliance of a late or incomplete contract will be deducted at \$300.00 per day and will be deducted from the original contract amount.

Scope of Work

The Contractor must furnish everything to complete the work including removing all loose and chipping and peeling paint, level and smooth all paint edges and seal the entire surface and repaint the entire surface. Contractor must furnish all related equipment and materials, labor, Insurance and Workers Compensation. Follow all current Federal Requirements, HUD, SCDHEC, OSHA, and City Requirements and obtain all Permits to complete the work.

Contractor must follow the guidelines in the environmental report.

WORK TO BE PERFORMED WITH LBP GRANT

The exterior paint on the stucco and wooden components is considered a lead hazard.

- Enclosure of the entire exterior surfaces must be covered with a combination of wood, vinyl, or hardy board, or metal etc.)
- Install vinyl siding over all stucco siding. Cover porch area and ceiling in vinyl and metal wrap.
- Cover the roof overhang, supports, etc. with a combination of vinyl siding and metal wrap
- Professional wrapping of all window casing by means of vinyl, aluminum, etc.

All work must be performed by an EPA Certified Lead Abatement Contractor

WORK TO BE PERFORMED UNDER SAFE HOMES GRANT

Install R-30 blown insulation in the attic.

Install R-18 batt insulation under floor between joist.

Remove the Bathroom door and install a new pre-hung door that matches existing, finish, paint door and casing, trim, etc.

General Eligibility Requirements:

To be considered contractors must be properly licensed by all Federal, State and local regulations to perform the required work, complete all required documentation for the individual program and complete a contractor's project statement and an affidavit.

For work requiring abatement of Lead Based Paint Hazards, Contractors must have a Lead Based Paint Abatement Certification from the State of SC and employ Certified Lead Abatement Workers and/or Certified Lead Abatement Supervisors as required by law. **Contractors must attach current copies of State Abatement Contractor's Certification and a list of certified employees and/or supervisors.**

All General Contractors must be adequately insured and provide evidence of insurance. Contractor will also require that City be named as an additionally insured party in conjunction with any construction contract awarded. Contractors must attach a current Certificate of Insurance showing all coverage and liability limits for general liability and workers compensation insurance. All contractors will be required to submit a completed lien waiver request for all Subcontractors that are utilized.

City will pay contractors for completed work only and will not make deposits or down payments. City will pay contractors for completed work on a timely basis, but Contractors will need to be capable of financing construction pending reimbursement. Contractors must provide a physical company address to receive reimbursement checks and associated correspondence.

Cleaning Interior and Exterior

This house must pass an interior and exterior clean test and work with the City's Environmental Consultant before the work is considered completed and payment is made.

Change Orders

No Change Order request will be permitted this is one price completes all the work.

Field Verification

Field measure all structures. The City will use Spartanburg County Assessors information as a guideline.

Limb or shrub removal

If a Contractor is required to remove a tree limb or shrub to complete the work include in your total bid.

Lead Based Paint

The contractor must properly handle and dispose of debris containing Lead based Paint at a Subtitle D Landfill.

Lead Dust Control

It is the responsibility of the contractor to use good judgment to control paint dust during work and meet all EPA, HUD, and OSHA regulations for its removal.

Waste Manifest Receipts

The original waste manifest receipts must be presented with the final Invoice for all materials disposed.

Improper Disposal

Improper disposal will be reported to SCDHEC. The City of Spartanburg **will not pay** a contractor any portion of the contract if improper disposal occurs. Legal action may also be taken against the contractor.

Preparation of Bid

Each bid must be submitted on the prescribed forms (contained herein). All blank spaces for bid prices must be completed in ink or typewritten, in words and/or figures, and all required Certifications must be fully completed and executed when submitted.

The lowest total **BID** will carry the most weight not the unit prices along with the contractor's ability to meet the City's needs.

Awarding Contracts

The City of Spartanburg shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 60 days after bid opening.

Lowest Bid

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed and scored for experience, pricing, quality of recent service, previous work history, references, State Licenses, State Registration, Insurances, Bonds, Subcontractors, Equipment Owned, Equipment Rented, Operators Experience, and Financial Stability. The City at its sole discretion will decide after a review which contractor, if any is responsive to the RFP.

Bid Submittal

INCOMPLETE BID INFORMATION OR UNSIGNED BIDS WILL BE REJECTED IMMEDIATELY WITHOUT RECOURSE.

Please submit BOUND this entire RFP one (1) original and one (2) copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Sealed Bid for all Services"

Table A Complete table A. Fee Schedule

Table B List the sub-contractors you plan to use. If none, indicate none.

Table D Complete Table D, References

Immigration Reform Act: Read and Sign

Insurance Requirements: Read and Sign

TABLE A
FEE SCHEDULE

MY PRICE FOR LEAD WORK AND HEALTHY HOMES WORK IN THE SCOPE OF WORK IS

LEAD WORK \$ _____

HEALTHY HOMES WORK \$ _____

PRICE FOR TOTAL WORK \$ _____

THIS PROJECT WILL BE REASSIGNED TO A DIFFERENT CONTRACTOR IF THE WORK IS NOT COMPLETED WITHIN 10 DAYS OF ASSIGNMENT.

YOUR FINAL PAYMENT WILL BE DELAYED AND ANY ADDITIONAL COST WILL BE DEDUCTED FROM YOUR ORIGINAL BID PRICE IF THE WORK IS REASSIGNED.

Company Name

Company Physical Address

Owners Name

Owner Signature

DATE

Cell Phone

Email

TABLE B
List all subcontractors and their contact information

Company Name: _____ Street Address: _____ City, State, Zip: _____	Federal ID or SS #: _____ Telephone #: _____ Fax #: _____
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Company Name: _____ Street Address: _____ City, State, Zip: _____	Federal ID or SS #: _____ Telephone #: _____ Fax #: _____
---	---

Company Name: _____ Street Address: _____ City, State, Zip: _____	Federal ID or SS #: _____ Telephone #: _____ Fax #: _____
---	---

Company Name: _____ Street Address: _____ City, State, Zip: _____	Federal ID or SS #: _____ Telephone #: _____ Fax #: _____
---	---

Company Name: _____ Street Address: _____ City, State, Zip: _____	Federal ID or SS #: _____ Telephone #: _____ Fax #: _____
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Company Name _____

Table D

References

List only references you have completed work for in the last twelve months.

Company Name: _____	Federal ID or SS #: _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Fax #: _____

Company Name: _____	Federal ID or SS #: _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Fax #: _____

Company Name: _____	Federal ID or SS #: _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Fax #: _____

Company Name: _____	Federal ID or SS #: _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Fax #: _____

Company Name: _____	Federal ID or SS #: _____
Street Address: _____	Telephone #: _____
City, State, Zip: _____	Fax #: _____

Company Name

Contractor/Owner Signature

Date

Immigration Reform Act

Each Contractor and Sub-Contractor must complete one of these forms.

Contractor agrees to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S.C. Code Ann., § 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same.

Furthermore, The City of Spartanburg will have the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor. Failure to comply can result in the immediate cancellation of the contract.

Contractor Name

Subcontractor

Certifies that it is compliant with the South Carolina Eligible Immigration Reform Act by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employing only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state which has been deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as South Carolina. By the signature below, the Contractor (Subcontractor, etc.) agrees to provide the City with documentation to establish the applicability of the Statute to the Contractor and by the signature below, certifies that it is compliant with the Statute with all regards. This certification and the requirements of this Statute require that the Contractor verify the hiring eligibility of its employees before and during the Project.

Name of Contractor or (Subcontractor, etc.)

By

Date

CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUB CONTRACTORS
AND ALL VENDORS
September 30, 2010

**NOTE: DO NOT BID ON THIS PROJECT IF YOU CAN NOT MEET THE FOLLOWING
INSURANCE REQUIREMENTS!**

Each sub-contractor must also complete this form and furnish a Certificate of Coverage.

CONTRACTOR'S LIABILITY AND OTHER INSURANCE: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

Automobile - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 **minimum** for bodily injury each person/each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

Comprehensive general liability – This coverage shall be on an “Occurrence” basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 per occurrence / personal & advertising injury, \$2,000,000 general aggregate, / Products completed operations aggregate, \$100,000 damages to rented premises, and \$10,000.00 medical expense (any one person) in reference to General Liability.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

Property Insurance including Builders Risks-Property coverage will name the City of Spartanburg as loss payee in instances where the City has an interest in the property unless otherwise requested.

Workers' Compensation and Employer's Liability – This coverage shall meet the statutory requirement of the State of South Carolina. Employers Liability shall be in the amount of \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC, and Corporate officers will not be excluded from coverage.

The Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the City thirty (30) days advance notice by registered mail.

The City of Spartanburg, its employees, and agents shall be named as additional insured under the Contractor's general liability policies.

The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency.

Cancellation and Re-issuance of Insurance: If any insurance required to be provided by the Contractor should be canceled or changed by the insurance company or should any such insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.

Failure of the Contractor to maintain continuous coverage as specified herein will result in this project being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.

All coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.

I will maintain the insurance requirements during all related work.

Company Name

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section

7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I have read and understand the Section 3 Requirements and will comply with the requirements.

Company Name

Contractor or Owner or Sub Contractor Signature

Date

CERTIFICATION

I hereby certify that the information contained in this application, including all attachments thereto, is true and accurate to the best of my knowledge.

Signature

Title

Company Name

Date