



**Legal Notice
Request Proposals for
Environmental Reviews
October 20, 2017**

**City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304
Email:
cwright@cityofspartanburg.org**

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to complete National Environmental Policy Act (NEPA) required 24 CFR Part 58 Environmental Reviews.

Proposal No: 1718-11-07-04

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.

Technical questions regarding the scope of services should be directed to Martin Livingston, neighborhood Services Director, City of Spartanburg, at (864) 580-5323.

Sealed Proposals shall be submitted to Carl Wright, Procurement, and Property Manager, on or before **Tuesday, November 7, 2017 no later than 3:00 PM,** City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

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 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 90 days after bid.

Table A



**FEE SCHEDULE
FOR PROJECT**

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304
Email:
cwright@cityofspartanburg.org

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

SCOPE OF SERVICES

The City of Spartanburg is expected to complete Environmental Reviews for projects prior to spending federal funds on projects. The Scope of Services requested below will include a complete Environmental Review Checklist for each activity. The City will provide a map, project description, and a complete list of projects and potential funding sources. The City will maintain the Environmental Review Record (ERR - §58.38). The selected Consultant will provide for the City all of the environmental review documents, written determinations, and environmental findings pertaining to decision-making and actions related to individual projects. Consultants will use recommended HUD templates for all environmental review documents submitted to the City. No more than four properties in close proximity will be included in each request, except for large projects requiring an Environmental Assessment.

SERVICES TO PREPARE ENVIRONMENTAL REVIEW	AMOUNT
1. Provide the cost for each Categorically Excluded Activity, subject to 24 CFR Part 58.5 / Cost per request:	_____
2. Provide a cost for each Categorically Excluded Activity, not subject to 24 CFR Part 58.5 / Cost per request:	_____
3. Provide a cost for each Environmental Assessment in accordance with 24 CFR Part 58 / Cost per request:	_____
4. Provide a cost to prepare an individual and separate Noise Assessment using HUD DNL Calculator for each request / Cost per request:	_____
TOTAL:	_____

The City is not expected to engage in activities that will require an Environmental Impact Statement (EIS). Should a project require an EIS, then the consultant will notify the City of any potential mitigation requirements and suggestions.

PROPOSER INFORMATION

Company Name

Owner/ Agent

City

State

Federal ID No. or SS

SIGNATURE OF PROPOSALERS

REPRESENTATIVE Email Address

Office Tel. No

Cell No.

DATE

TABLE B

CONTRACTOR

I certify that I own sufficient equipment to complete this project. Also below are sub-contractors that will work on this project, if any

Company Name

Contractor/Owner Signature

Date

SUBCONTRACTORS

Company Name

Owner / Agent / Contact

Address

City / State / Zip

Federal ID No. or SS

Email Address

Office Phone Number

Cell Phone Number

Company Name

Owner / Agent / Contact

Address

City / State / Zip

Federal ID No. or SS

Email Address

Office Phone Number

Cell Phone Number

Table C

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

Company Name

Contractor/Owner Signature

Date

Exhibit A

Immigration Reform Act:

Read and Sign

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.

I _____
Contractors Name

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 (Subcontractor, etc.)

Contractors Signature

Date

Exhibit B
Insurance Requirements

Winner will provide COI

CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS

Revised July 1, 2016

NOTE: DO NOT BID ON THIS PROJECT IF YOU CANNOT MEET THE FOLLOWING INSURANCE REQUIREMENTS

CONTRACTOR'S/VENDORS LIABILITY AND OTHER INSURANCE: The Contractor/Vendor 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/Vendor operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed/volunteering 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 Liability: The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

Commercial General Liability: The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** 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.

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 \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

Employers Liability: Each Accident - \$1,000,000; Disease each employee - \$1,000,000; Disease Policy Limit - \$1,000,000

- This is part of Workers' Compensation coverage

Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD

This coverage should be required for high hazard operations including excavation, roofing, water tower installation, painting, repair and removal, large construction projects. Should also consider for certain high hazard special event activities such as fireworks displays, inflatables, mechanical rides, etc.

Professional Liability: Per Occurrence - \$1,000,000; Aggregate - \$1,000,000

This coverage should be required for professional services such as accountant, attorneys, architects, design, engineering and most consultants.

The Contractor/Vendor 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 cancelled, 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/Vendor'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/Vendor from providing full insurance coverage on all phases of the project/event, including any that is 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/Vendor to maintain continuous coverage as specified herein will result in this project/event 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.

**All emailed Certificates of Insurance can be forwarded to:

kbooker@cityofspartanburg.org

** All Certificate of Insurance submitted via postal mail can be sent to:

City of Spartanburg
145 W. Broad St.
Spartanburg, SC 29306
Attn: Kenneth Booker

Exhibit C
Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN
CONTRACT WITH SPARTANBURG CITY

WHEREAS, _____ will or has submitted a bid/proposal to Spartanburg City of Spartanburg for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good or services to Spartanburg City of Spartanburg ; and

WHEREAS, _____ Type of Organization is :

Check the applicable box):

- Sole Proprietorship
- Partnership
- Corporate entity (not tax-exempt)
- Corporate entity (tax-exempt)
- Government entity (Federal, State or Local)
- Other _____

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing body) of _____ does hereby approve and authorize _____ (Name of Individual) to execute a contract with Spartanburg City of Spartanburg in an amount not to exceed \$_____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

NAME OF ORGANIZATION [_____]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibits D
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary

My Commission Expires: _____

Exhibit E
GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

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 bids 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. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM **ALL ELEMENTS OF THE WORK** PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly appraised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Signature _____

Notary Seal



THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and *included in your bid document*. This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

BID NO:	DATE:
PROJECT NAME:	ADDRESS:
PRIME CONTRACTOR:	CITY: STATE:
CONTACT PERSON:	EMAIL:
TELEPHONE: ()	FAX: ()

MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	%
Total Contract Amount						\$	

MWBE CLASSIFICATION	
MBE-B - African American	MBE-S - Asian American
American WBE	MBE-H - Hispanic
American Woman	MBE N/A - Native American

NON-MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	%
Total Contract Amount						\$	