

City of Spartanburg

Procurement and Property Division

Post Office Drawer 1749, SC 29304-1749 P (864)-596-2049 F (864) 596-2365

Legal Notice

Request for Proposal

Asbestos/Lead Abatement & Demolition of Two Buildings - 177 W. Broad Street

May 21, 2014

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposal from vendors to provide construction services for the removal of asbestos and lead base paint materials and demolition Two (2) buildings at 177 West Broad Street in Spartanburg S.C.

Proposal No: 1516-04-19-01

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. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 15% in construction projects and a goal of 10 % in non constructions opportunities.

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 (90) 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 and Insurance Requirement.

SEE SCOPE OF WORK FOR DETAILS AND ATTACHMENTS

Each bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the bid in a separate sealed envelope with the Proposal Name, Number and "Bid Bond" shown on the envelope. Bid will not be considered until verification of the Bid Bond has been received.

Contractor shall provide Payment and Performance Bonds for 100% of the contract amount.

A **Mandatory Pre-bid** will take place on **April 5, 2016 at 10:00 AM** at City Hall basement training room at 145 West Broad Street and will move the meeting to 177 West Broad Street to view the site and buildings.

Drawings and Complete proposal package will be available at www.cityofspartanburg.org by following the links for Invitations for bids.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before Tuesday, **April 19, 2016**, no later than 3 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 cwright@cityofspartanburg.org only. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids.

The following Proposal Number and Proposal name must be placed on the **outer envelope** for both Bid Bond and Bid in order for the bid to be stamped in as accepted on time:

Proposal No: 1516-04-19-01

Submission of Questions and Qualifications Statement

Submit **two complete copy** of the firm's Proposal Statement including the Qualification Statements and Bid Bond. Submittals received by facsimile machine or other electronic transmittal will not be considered. Submittals are to be in sealed envelopes or boxes marked with the caption "**Proposal for Abatement and Demolition for the W Broad Street**" must be submitted to the attention of Carl Wright, Procurement and Property Manager, City of Spartanburg, P. O. Drawer 5107, Spartanburg, South Carolina 29304-1749, by 3:00 p.m., April 19, 2016. If using courier service, submittals should be sent to the attention of Carl Wright, Procurement and Property Manager, City of Spartanburg, at 145 West Broad Street, Spartanburg, South Carolina 29306.

Technical questions regarding the scope of services should be directed to David Cook, Construction Project Manager, (864) 562-4398 or by email at dcook@cityofspartanburg.org. Please send all questions by email.

Questions regarding the RFQ process should be directed to Carl Wright, Procurement and Property Manager at 864-596-2790 or cwright@cityofspartanburg.org.

Affirmative Action

The contractor shall take affirmative action in complying with all state and federal requirements concerning fair employment, and the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

**CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS**

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 - 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 \$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.

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.

South Carolina's Immigration Reform Act

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

_____ 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 (Subcontractor, etc.)

By _____

Its _____

Date _____

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant Date

Sworn to before me this _____ day of _____, 20____.

Notary public My commission expires

Seal

Procurement & Property Division



Request for Proposal
Asbestos and Lead Base Paint Abatement and Demolition
at West Broad Street

Proposal No: 1516-04-19-01

(Show this number on envelope and all correspondence)

_____ submits herewith our proposal in response to the bid request number shown above
(Company Name)
in compliance with the description(s) and specifications (s) for the following:

Bidders will propose on abatement and demolition, clean up and soil treatment per the scope of work for the project.

Total Cost for all Locations.

Total Cost for Base bid	

Minority and Woman Own Business Yes No	MWBE Participation Percentage	
--	-------------------------------	--

In compliance with the proposal invitation and subject to all conditions thereof, the undersigned agrees:

- A. This proposals is stated, is open for acceptance for a period of 60 calendar days from day of pending.
- B. To furnish any and all items at the prices set forth the items unless otherwise specified, within 30 Calendar days after receipt of purchase order; contract and/or notice proceed.
- C. Signing of this Proposal form, Proposer agrees all Addenda have been read and understood.

Company Name _____ **Tel. No** _____ **Cell No.** _____
Post Office Box _____ **Fax Number** _____
Street _____ **Federal ID No. or SS** _____
City _____ **State** _____ **Zip** _____ **Email Address** _____

SIGNATURE OF PROPOSALERS REPRESENTATIVE

DATE

The awarded vendor will be required to complete the new W-9 Form.