

**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 for**  
**Removal of Asbestos Materials & Demolish**  
**Residential Structure(s)**  
**August 15, 2018**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting proposals to demolish two residential structures in the City of Spartanburg, located at **254 Franklin Street - Spartanburg, SC.**

**Proposal No: 1819-09-11-01**

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.

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.

**IF YOU CAN'T COMPLETE THIS WORK WITHIN 30 DAYS OF ASSIGNMENT, DO NOT BID ON THIS PROJECT.**

**Pre-Bid: The pre-bid tour is scheduled for August 27, 2018 at 10:00AM starting at the site 254 Franklin Street, Spartanburg, SC.**

**Please submit three (3) copies of your sealed proposals:**

**Sealed Bids Due Tuesday, September 11, 2018 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 questions regarding the scope of services should be directed to Jeff Tillerson, Senior Code Enforcement Officer, and City of Spartanburg at 864-596-2911.

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](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

**The City of Spartanburg, Property Maintenance and Housing Inspections  
Request for Proposal to Demolish Two (2) Residential Structure**

**Scope of Work and Bidding Requirements for Contractors**

**This entire original bid package consisting of all pages and two copies must be submitted to the City, or your bid will be considered incomplete and will be eliminated.**

1. **THIS IS A LUMP SUM PRICE FOR THE ASBESTOS REMOVAL & DEMOLITION OF THE STRUCTURE AND SEWER ABANDONMENT, PER CITY, STATE, SSSD AND DHEC REQUIREMENTS**
2. Contractor and all sub-contractors must have a current City License.
3. Contractors and all subcontractors must be fully insured per City's insurance requirements.
4. Must have three (3) years of experience demolishing Residential and Light Commercial Buildings and know the regulations and protocol.
5. Must submit six (6) 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, all pages, signed or initialized, **and two copies**.
8. All sewer abandonments, the Contractor must use someone on the City's approved street cut list. They must be bonded/permitted to cut City, County and State streets.
9. The actual demolition of the structure(s) cannot be subcontracted, the bidder must own a sufficient amount of dependable equipment and have enough personnel to complete the work in the 30-day time period required by the City.
10. The contractor must notify the Project Manager five (5) working days before starting work, with the exact dates they plan to complete the demolition.
11. **Work Time Schedule:** Acceptable working time is Monday thru Friday from 7AM to 6PM. No night or weekend work allowed.
12. **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. **Failure to attend a pre-bid conference and observe the site of asbestos removal or demolition shall not be used as a reason to refuse the award or breach the contract.**
13. **Contract:** The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract.
14. **Bids:** The Contractor is responsible for the work of all subcontractors. City business license is required for all contractors and subcontractors. It is the responsibility of the Contractor to supervise the work of all subcontractors. Contractors can be asbestos or demolition contractors. Subcontractors can be asbestos or demolition contractors. All contractors and subcontractors must have required state license and permits to perform the work listed.

15. **Air Monitoring:** APEX Environmental is under contract with the City to provide air monitoring of the site. It is the responsibility of the contractor or subcontractor to contact the City or APEX Environmental to schedule air monitoring during asbestos removal.

**Liquidated Damages**

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

**Scope of Work**

Measure all dimensions and number of stories including all basements, out buildings and garages. Use Safe Work Practices to tear down, demolish, raze, remove, and cart away all materials to appropriate dumping facility comprising of said building(s) components, to ground level or basement level, if said building(s) has a basement, including all concrete slabs, floors, basement walls, foundations, footings, and sidewalks, steps, patios and driveways, etc. to leave only ground and soil on the site.

**MOST RETAINING WALLS WILL REMAIN UNLESS OTHERWISE SPECIFIED AT THE PRE-BID OR IN THE SCOPE OF WORK.**

Remove all debris of whatever character arising from the demolition of the building(s) including all contents, demolition debris, debris in the yard, out buildings and haul away to leave the entire premises cleaned to ground level and seed and straw.

The contractor is required to clear the entire lot of all undergrowth, small trees, damaged trees, and dead trees. Standing healthy trees will not be removed unless specified. When removing trees, the Contractor is required to remove tree stumps and fill in depression with dirt or grind the stump below grade. Clear fence lines, poles, or hedgerows that joins property line.

The Contractor must furnish everything to complete the work including but not limited to, all equipment, trucks, tractors and related equipment and materials, labor, Insurance and Workers Compensation and all DHEC Permits and City and State Permits and State and License to complete the work.

Fill all crawl spaces or basements or septic tanks holes with compactable red clay. Existing dirt on a lot may be used to level the lot if it does not cause erosion, depressions, or other drainage problems.

**The Contractor must furnish everything to complete the work including but not limited to, all equipment, trucks, tractors and related equipment and materials, labor, Insurance and Workers Compensation and all DHEC Permits and City and State Permits and State and License to complete the work.**

**Fill all crawl spaces or basements or septic tanks holes with compactable red clay. Existing dirt on a lot may be used to level the lot if it does not cause erosion, depressions, or other drainage problems.**

<b>Harley rake must be used to remove all of the small debris before planting grass and applying straw.</b>
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**Asbestos**

Asbestos materials are located on all properties. Asbestos materials must be removed by a licensed contractor prior to demolition of structures. There should be no asbestos in these building when the demolition process begins. Asbestos reports will be provided by the City.

**Typical Demolition**

The typical demolition is up to 2000 single-family detached homes per building. All driveways, shrubs and brush must be removed. All curbing and drives will be cut at City sidewalks. Damage to City sidewalk and curbs is the responsibility of the contractor.

**Field Verification**

Field measure all structures and items present for the complete demolition  
The City will use Spartanburg County Assessors information as a guideline.

**Red Clay Compactable Fill**

Include red clay compactable fill dirt to level the lot, include it in your total cost. All soil delivered to the site for any purpose must be free of contamination.

**Topsoil**

**If necessary, include topsoil in your bid for each demolition to cover the entire area. All soil delivered to the site for any purpose must be free of contamination.**

**Tree Removal**

When removing trees the Contractor is required to remove tree stumps and fill-in depression with dirt or grind the stump below grade.

**Lead Based Paint**

It is very likely this property has lead based paint. The contractor must properly handle and dispose of debris containing Lead based Paint at a Subtitle D Landfill.

**Dust Control**

It is the responsibility of the contractor to use good judgment to control dust during demolition and keep complaints to a minimum. Use wet demolition practices if needed. If there is a problem with dust accumulating on other exterior property, the contractor will clean the exterior of property real or personal.

**Safety Fence**

Will be required until the demolition of the structures is completed.

**Silt Fencing**

The contractor will provide silt fencing if needed for erosion control or required by DHEC or City Staff.

**Grass Seed and Straw**

The contractor is required to **fine grade** all areas so that there will be no depressions that would cause water to stand. The area must be clear so that grass can be mowed with a standard lawn mower. Once cleared and level, the contractor is required to meet the following planting schedule.

**Call Backs**

If the final grading leaves depressions that cause water to stand or too much debris remain or grass can't be cut with a lawnmower, the contractor will return and clean and reseed the lot at your expense. If grass does not grow within three months, the contractor at his own expense will return light till and reseed and straw the lots.

**CALL BACKS BECAUSE STATE FAILED THE INSPECTION**

If the State fails your work for any reason you will be required to go back and complete whatever work is needed to pass inspection.

**Permanent Sewer Abandonments**

You must include the sewer abandonment in your bid.

You must Follow SSSD and City sewer abandonment policy and procedures.

The Demolition Contractor is required to complete permanent abandonments if the main sewer line is on the property where the demolition is located or in the street. The contractor would be required to follow the policy of SSSD and acquire a sewer permit from SSSD.

### **Utilities**

The City will request that all Utility services be removed and confirmations sent to the Build Inspection, Permit Clerks. The contractor will coordinate with the Permits Clerks to obtain a Demolition Permit. The contractor will field verify all utilities are removed before beginning work.

### **Locations of Utilities**

The contractor is responsible for calling a utility locator before starting work.

### **Recycling Building Materials**

The City of Spartanburg encourages contractors to recycle as much demolition debris as possible.

**Asbestos covered material or material containing asbestos cannot be recycled.** It must be handled per DHEC Regulations.

### **Pre-Mature Stripping or Removal of Contents**

The Public Safety Department, Code Enforcement, and Neighborhood Services Department monitor all houses. Premature stripping or removal of any contents or structural parts is a violation of the law and will be treated as such.

### **Waste Manifest Receipts**

**The original waste manifest receipts must be presented with the final Invoice for all asbestos and demolition materials disposed. Payment of Invoices will be delayed if waste manifest are not submitted for the asbestos and demolition of the site.**

### **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.

## **ADDENDUM A**

### **PROJECTS WITH FEDERAL FUNDING REQUIREMENTS**

#### **Conflict of Interest**

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  1. Respondent may have an unfair competitive advantage; or
  2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring,

managing or overseeing on in the proceeds of any such contract.

### **Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg in writing specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.

### **Assignment or Transfer**

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City of Spartanburg. Claims for sums of money due, or to become due from the City of Spartanburg pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of Spartanburg is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

### **Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City of Spartanburg and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

### **Permits and Licenses**

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Spartanburg harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

### **Taxes**

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City of Spartanburg harmless in every respect against tax liability.

### **Standards of Conduct**

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

### **Federal, State, and Local Reporting Compliance**

The firm shall provide such financial and programmatic information as required by the City of Spartanburg to comply with all Federal, State and local law reporting requirements.



**Nondiscrimination**

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

**Section 3 Clause**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development if applicable. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

**Davis Bacon Requirements**

When applicable, contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

**Notices**

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City of Spartanburg shall be addressed as provided in the contract.

**Cancellation**

Irrespective of any default hereunder the City of Spartanburg may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

**Laws**

The laws of the State of South Carolina and applicable federal law shall govern the contract.

**Contract Documents**

Written contract documents will be prepared by the City of Spartanburg. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular procurement or contract.

**Bid Submittal**

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

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

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

**Tables**

**Table A – Complete Table A, Fee Schedule**  
**Table B – Complete Table B, SubContractors**  
**Table C – Complete Table C, References**  
  
**Maps –Attached as Addendums**

**Exhibits**

**Exhibit A** Immigration Reform Act: Read and Sign  
**Exhibit B** Insurance Requirements: Winner will provide COI  
**Exhibit C** Corporate/ Company Resolution: Read and Sign  
**Exhibit D** Affidavit of Non Collusion Read and Sign  
**Exhibit G** Good Faith Efforts Read and Sign

