

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

**RFP**  
**Lot Clearing for lots 328, 330, 334**  
**Caulder Ave.**

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**April 12, 2019**

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**NOTICE IS HEREBY GIVEN** –The City of Spartanburg is requesting proposals from interested parties to complete the clearing of lots at 328, 330, and 334 Caulder Avenue.

**Proposal No: 1819-04-30-01**

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.

There will a pre-bid conference held at the site, Tuesday, April 23, 2019 starting at 9 AM. For technical questions and information, contact Lynn Coggins, 864-596-2914.

Two (2) sealed proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, April 30, 2019 no later than 3PM**, City Hall, 145 West 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 West Broad Street  
Spartanburg, S. C. 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 following Proposal Number must be placed on the outer envelope in order for the bid to be stamped in as accepted on time:

**Proposal No: 1819-04-30-01**

**April 2019**  
**The City of Spartanburg**  
**R F P**  
**328, 330, 334 Caulder Ave. Lot Clearing**

Notice is hereby given that The City of Spartanburg is requesting proposals from interested parties to complete the clearing of lots at 328, 330,334 Caulder Avenue.

**Bidding Requirements for Contractors**

Must be Currently Licensed with SCLLR, if a Corporation or LLC, and Registered with SC Secretary of State or other State, and Bonded and Insured and enclose a copy of each.

Must have a minimum of (5) five years of experience.

Must submit six references for work completed in the last year.

Must own sufficient equipment to complete the work.

Sub contractors must meet the same requirements.

Management Companies, Job Shoppers, will not qualify as Contractors.

**Pre-Bid Conference Tour:**

Conference will be held at the site Tuesday, April 23, 2019 starting at 9AM.

For technical information, contact Lynn Coggins, 864-596-2914

**Bid Submittal Deadline**

Bids must be returned no later than Tuesday, April 30, 2019 at 3:00PM.

to The Procurement Office, attention of Carl Wright, P O Box 1749, Spartanburg, SC 29304

or hand delivered to City Hall, 145 West Broad St. no later than

Please submit **BOUND** 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 Building Demolition Services"

**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.

**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 90 days after bid opening.

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed for pricing, experience, previous work history, references, State Licenses, State Registration, insurances, bonds, subcontractors, and equipment owned, equipment rented, operator experience, and financial stability. The City at its sole discretion will decide after a review which contractor, if any is responsive to the RFP.

**Scope of work**

**The three lots will be clear cut and leveled approximately 110 feet in depth. The powerline on the rear of the property is the stop work marker.**

**All steps and retaining walls will be removed.**

**The site height will be cut to street level and the fill used to level the lots with a slight slope to the rear of the property. Five large trees will be removed.**

**All dead or dying or diseased trees will be removed including property lines or fence lines, all underbrush will be removed.**

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

**BIDDERS INFORMATION**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Owner or Company Representative Signature**

\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**Office Phone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Federal Tax ID # or Social Security #**

**Total cost for all work \$** \_\_\_\_\_

**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 #: _____
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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**

**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.

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Contractor Name

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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.

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Name of Contractor or (Subcontractor, etc.)

**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.

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**Company Name**

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**Contractor or Owner or Sub Contractor Signature**

**Date**

## 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 if applicable shall incorporate or cause to be incorporated a “Section 3 Clause” in all contracts for work in connection with a Section 3 covered development. 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.

**Exhibit G**  
**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](mailto: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 apprised 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

Exhibit  
6

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



