

Legal Notice Request Proposal for Air Monitoring Services during the Removal of Asbestos Materials

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

## February 7, 2018

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting proposals for air monitoring services for the removal of asbestos materials based on the written reports from the following locations: **42 units at Cammie Clagett Public Housing listed below.** 

## Proposal No: 1718-02-27-01

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.

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

#### IF YOU CAN'T COMPLETE THIS WORK WITHIN ASSIGNED TIMEFRAME OF MAY 15, 2018 - DO NOT BID ON THIS PROJECT.

#### Please submit two (2) copies of your sealed proposals:

<u>A pre bid tour will be held on February 20, 2018 at 9:00 AM at the site beginning at 416 Concord Avenue and traveling to the other nearby sites.</u>

# <u>Furthermore, be prepared to gain entry into boarded structures with powered screwdrivers and have sufficient lighting to make an assessment.</u>

Sealed Proposals shall be submitted to Carl Wright, Procurement, and Property Manager, on or before <u>Tuesday, February</u> <u>27, 2018 no later than 3:00 PM</u>, 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 <u>www.cityofspartanburg.org</u> by following the links for Invitations for bids.

# **City of Spartanburg**

### Request for Proposals for Air Monitoring during the Removal of Asbestos Materials February 8, 2018

The City of Spartanburg is requesting Proposals for the air monitoring during the abatement of asbestos containing material at various locations throughout the City. Environmental testing was performed and copies of the report will be provided online or can be emailed.

This entire bid package and two (2) copies must be submitted or your bid will be considered incomplete and will be eliminated

### **Bidding Requirements for Contractors**

- **1.** Your Company must be a Currently Licensed and Bonded Asbestos Air Monitoring Company in South Carolina in good standing with no current open investigations or findings or issues with SCDHEC.
- 2. Your Company and Supervisor must have three years of experience of Residential and Light Commercial asbestos abatement air monitoring and be on site at all times.
- 3. Your Company must submit six references for work completed in the last twelve months on table D.
- 4. Contractor must own all the equipment needed to complete the work.
- 5. This work can be Sub-Contracted. All subcontractors must be identified in the bid documents.
- 6. Management Companies do not qualify for this bid.
- 7. A licensed supervisor must be on site at all times.
- 8. The contractor must notify the City Project Manager before starting work with the exact dates they plan to complete the abatement project you must send me a copy of the original permit before starting work.
- **9.** The acceptable working schedule time is Monday thru Saturday from 7AM to 7PM. No night work or Sunday work allowed.
- **10.** 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.
- **11.** The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract.

#### Liquidated Damages

Liquidated damages for non-compliance of a late or incomplete contract will be charged at \$800.00 per day and will be deducted from the original contract amount.

**<u>Preparation of Bid:</u>** 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.

#### **Change Orders**

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

#### **Field Verification**

Field measure all structures and items present for the environmental report

#### Scope of Work: See attached Inspection Reports and complete the air monitoring per SCDHEC Regulations.

#### **Awarding Contracts**

The lowest bid will 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, equipment owned, equipment rented operator experience, and financial stability. The City at its sole discretion will decide after a review which contractor(s), if any is responsive to the RFP.

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.

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

<u>Tables</u>	<u>Exhibits</u>	
Table A – Complete Table A, Fee Schedule	Exhibit A Immigration Reform Act:	Read and Sign
Table B – Complete Table B, Equipment	Exhibit B Insurance Requirements: Winner w	ill provide COI
Table C – Complete Table C, References	Exhibit C Corporate/ Company Resolution :	Read and Sign
	Exhibit D Affidavit of Non Collusion	Read and Sign
	Exhibit E House Address	
	Exhibit G Good Faith Efforts	Read and Sign



# FEE SCHEDULE AIR MONITORING SERVICES

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:	
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Addenda Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY NAME:

# **MY PRICE FOR AIR MONITORING FOR Blocks 3, 4, 6, 7 of Cammie Clagett**

## AT THE LOCATIONS: ALL UNIT LOCATIONS

Activity	Number of Units/Property	Total Bid	Price per Unit
Asbestos Removal Blocks 3,4,6,7	42		

# **ADDITIONAL INFORMATION:**

The following clarifications listed below will apply to this bid process.

- 1. Cammie Clagett Administration Building site located at 400 Highland Avenue is not included for asbestos removal and demolition/clearance.
- 2. Refer to Asbestos report prepared by APEX for actual quantities of asbestos containing materials.
- 3. All air monitoring reports are to be provided to the City and asbestos removal contractor.
- 4. The list of properties provided below is for information purposes only. Refer to Asbestos report prepared by APEX for actual quantities of asbestos containing materials.

## THIS PROJECT MAY BE REASSIGNED IF PROJECT FALLS BEHIND SCHEDULE AND IS AT RISK OF NOT MEETING THE COMPLETION DATE OF MAY 15, 2018. FINAL PAYMENT MAY BE DELAYED AND ANY ADDITIONAL COST TO THE CITY WILL BE DEDUCTED FROM YOUR ORIGINAL BID PRICE.

## I agree to complete this work if assigned by May 15, 2018.

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.

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

## 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, <u>S.C. Code Ann.</u>, § 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.

Ι

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: <u>Combined Single Limit - \$1,000,000</u>; <u>Split Limits:</u> 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 <u>STATUTORY</u> 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

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.

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

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: <u>kbooker@cityofspartanburg.org</u>

\*\* 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	I CONTRACT
WITH SPARTANBURG CITY			
WHEREAS, Spartanburg for the purpose of providing	will or has submit goods or services; a	ted a bid/proposal to Spartar and	burg City of
WHEREAS,	may be or has be rg ;and	en awarded a contract to pro	ovide good or
WHEREAS,	Type of Organiz	ation is :	
Check the applicable box): <ul> <li>Sole Proprietorship</li> <li>Partnership</li> <li>Corporate entity (not tax-exerning)</li> <li>Corporate entity (tax-exempt)</li> <li>Government entity (Federal, Solid Other)</li> </ul>	State or Local)		
NOW THEREFORE BE IT RESOLVED the	at the Board of Dired	ctors (or other appropriate go	verning body) of
does hereby approv	ve and authorize	(Name of Ind	ividual) to execute a
contract with Spartanburg City of Spartanb	ourg in an amount r	not to exceed \$	·
ADOPTED AND APPROVED this da	ay of, 20_		
NAME OF		]	
	Ву:		(signature)
			_ (printed name)
	Title:		

## <u>Exhibits D</u> AFFIDAVIT OF NON-COLLUSION

I state th	I am (title) of	(name of firm) and
that I a	authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.	I am the person
respon	le in my firm for the price(s) and the amount of this Offer.	
I state th		
(1)	he price(s) and amount of this Offer have been arrived at <b>independently and</b> without consultar agreement with any other Proposer or potential Proposer.	ation, communication
(2)	hat neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor f this Offer, have been disclosed to any other firm or person who is a Proposer or potential Prot be disclosed before Solicitation opening.	
(3)	to attempt has been made or will be made to induce any firm or person to refrain from bidding abmit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Complementary Offer.	
(4)	he Offer of my firm is made in good faith and not pursuant to any agreement or discussion with ny firm or person to submit a complementary or other noncompetitive Offer.	, or inducement from,
(5)	(name of firm), its affiliates, subsidiaries, or mployees are not currently under investigation by any governmental agency and have not in the provided of or found liable for any act prohibited by State or Federal law in any jurisdiction, in pollusion with respect to bidding on any public contract, except as described in the attached app state that (name of firm) understands and a pove representations are material and important, and will be relied on <b>by the</b> <u>City of Spartan</u> pontract(s) for which this Offer is submitted. I understand and my firm understands that any fidavit is and shall be treated as fraudulent concealment from the <u>City of Spartanburg</u> of the submission of Offers for this contract.	e last four years been volving conspiracy or endix. cknowledges that the <b>burg</b> in awarding the misstatement in this
	Authorized Signature)	

(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary

My Commission Expires: \_\_\_\_\_

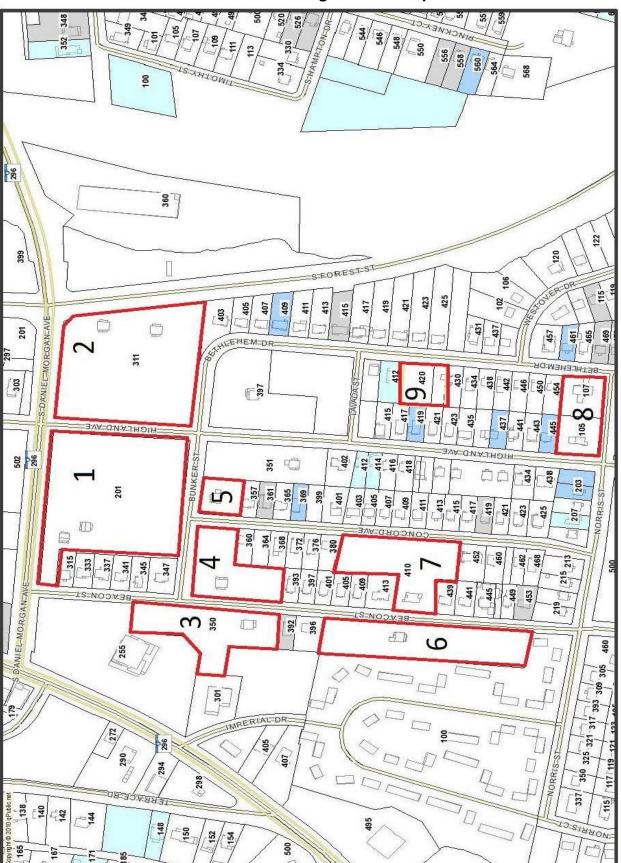


Exhibit E Cammie Clagett Block Map

FOR NIP PURCHASE AND DEMOLITION

CAMMIE CLAGETT BLOCK MAP

## 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 <u>npitts@cityofspartanburg.org</u>

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PHONE TYPE OF WORK TO BE SUBCONTRACT % OF WORK	CONTACT	CITY, STATE	MWBE	COMPANY
ITRACTORS	NON-MWBE SUBCONTRACTORS			
MBE-B - African American MBE-S - Asian American MBE-H - Hispanic American WBE - American Woman MBE N/A - Native American				
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\$				
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PHONE TYPE OF WORK TO BE SUBCONTRACT % OF WORK PERFORMED AMOUNT	CONTACT	CITY, STATE	MWBE	COMPANY
VACTORS	MWBE SUBCONTRACTORS			
	FAX: (	VE: ( )	TELEPHONE: (	
	EMAIL:	CONTACT PERSON:	CONTACT	
ADDRESS: CITY: STATE:	ADDR CITY:	PROJECT NAME: PRIME CONTRACTOR:	PROJECT NAME: PRIME CONTRAC	
	DATE:		<b>BID NO:</b>	

**MWBE Good Faith Effort Participation Commitment Contract**