City of Spartanburg

Procurement and Risk Management Division Post Office Drawer 1749, Spartanburg SC 29304-1749 Phone (864) 596-2049 - Fax (864) 596-2365

RFP Legal Notice Request for Proposals for Code Compliance of Scattered site properties and vacant lots February 1, 2024

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to cut properties in violation of city ordinances, **Scattered sites - Spartanburg, SC.**

Proposal No: 2324-03-05-01

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.

Pre-Bid: Prebid submission meeting scheduled for Tuesday, February 20, 2024, at 10:00 AM at the Property Maintenance Department Office – 440 S. Church Street – Spartanburg, SC 29306.

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

<u>Sealed Bids</u> <u>Due Tuesday, March 5, 2024, no later than 3:00 PM</u>. 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 Martin Livingston at the City of Spartanburg at 864-580-5323 or by email at <u>mlivingston@cityofspartanburg.org</u>.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg P.O. Box 1749 187 W. Broad Street Spartanburg, SC. 29304 Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Risk Management office at (864) 596-2049. Complete proposal package also available at <u>www.cityofspartanburg.org</u> by following the links for Invitations for bids.

The City of Spartanburg, Property Maintenance Division Request for Proposal to cut properties in violation of city ordinances, Scattered sites and vacant lots - Spartanburg, SC.

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. <u>THIS BID WILL BE AWARDED TO THE LOWEST BIDDER PER TO CUT VACANT LOTS. THE</u> <u>CITY RECEIVES A MAJORITY OF COMPLAINTS FOR VACANT LOTS. CONTRACTOR MAY BE</u> <u>REQUIRED TO CUT PROPERTIES WITH HOUSES AND FENCES. WEEDING MAY BE</u> <u>REQUIRED ON PROPERTIES WITH FENCES AND STRUCTURES.</u>

- 2. Contractor must have a current City License. A copy of the license will be required for the agreement and file.
- 3. Contractors must be fully insured per City's insurance requirements.
- 4. Contractors must be licensed to handle weed and grass removal chemicals.
- 5. Must have three (3) years of experience in handing properties with code compliance issues with knowledge of the City, State, and Federal regulations and procedures.
- 6. Must submit six (6) references for work completed in the last twelve months on Table D.
- 7. Management Companies (jobbers) (shoppers) who subcontract other companies to perform their work do not qualify.
- 8. Work Time Schedule: Acceptable working time is Monday thru Saturday from 7AM to 6PM.
- 9. <u>Pre Bid Conference</u>: 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.
- 10. <u>Contract:</u> The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract. The city will provide an annual contract with contract periods between January 1 and December 31. Annual review and renewal of the contact may be required.
- 11. **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. All contractors and subcontractors must have required city, state license and permits to perform the work listed.

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 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 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.

SCOPE OF SERVICES

Contractors will be notified by Property Maintenance staff via text and email to cut lots and properties in violation of city codes.

- 1. Contractors are to provide <u>date stamped photos</u> of the condition of property prior to cutting the property.
- 2. Walk through each property before cutting lawns to pick-up and remove litter or any impediments. Large amounts of junk and litter on the property may require multiple quoates and review prior to cutting.
- 3. Remove grass clippings and debris from all sidewalks, driveways, beds, and entrances as work is performed.
- 4. Weed the perimeters of buildings, sidewalks, driveway and curbs, as required and instructed.
- 5. Lots over 12 inches in length may require an additional cutting to meet city standards.
- 6. Complete edging and trimming along all sidewalks, driveways, landscape beds, and all other obstacles as needed.
- 7. Weed and spray curbs and sidewalks as instructed, specifically applies to commercial properties.
- 8. Additional cuts may be requested as needed.
- 9. Contractors are to service properties as requested within 48 hours or the next contractor will be selected to perform work.
- 10. Provide documentation of the services performed at each site, each cut, including date stamped photos.
- 11. Contractors are to provide detailed documentation of the cost to correct code violations on site and bill in 15 minute increments. Total time spent is to be recorded and provided to the city.

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

Please submit <u>three (3)</u> copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Code Compliance of Scattered site properties and vacant lots"

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

TablesTable A – Complete Table A, Fee ScheduleTable B – Complete Table B, SubContractorsTable C – Complete Table C, References

Exhibits

Read and Sign
ll provide COI
Read and Sign
Read and Sign
Read and Sign

TABLE A



FEE SCHEDULE

Request for Proposals for Code Compliance of Scattered site properties and vacant lots City of Spartanburg P.O. Box 1749 187 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:			

PRICE FOR EACH LEVEL OF SERVICE:

BIDDING AMOUNTS:

ACTIVITY	Per Hour	Cost per 15 Minute Increments
Cutting Vacant Lots		
Cutting Properties with Structures / Weeding included		
Commercial Properties cutting and weeding		
Spraying weeds and grass on curbs and sidewalks, Commercial properties		

Provide Cost per hour / contractors will bill services in 15 minute increments on site when requested.

COMPANY NAME:		_
Contact:		_
City:		
Telephone:	Zip:	
Email:		

TABLE B

CONTRACTOR

I certify that I own sufficient equipment to complete this project. Also below are subcontractors that will work on this project.

Company Name	
Contractor/Owner Signature	Date
<u>S</u>	<u>UBCONTRACTORS</u>
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:	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, <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

<u>Exhibit B</u> 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 -</u> <u>\$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

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.

<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
CONTRACT WITH SPARTANBURG CITY			
WHEREAS, of Spartanburg for the purpose of providing	will or has submitted goods or services; a	l a bid/proposal to Spaind	rtanburg City
WHEREAS, or services to Spartanburg City of Spartanbu		awarded a contract to	provide good
WHEREAS, Check the applicable box):	ot) ate or Local)	on is :	
NOW THEREFORE BE IT RESOLVED that body) of does hereby			
Individual) to execute a contract with Spartanbu \$	ing City of Spananbur	g in an amount not to	exceed
ADOPTED AND APPROVED this day	of, 20		
NAME OF O]	
	Ву:		(signature)
			(printed name)
	Title:		

Exhibits D AFFIDAVIT OF NON-COLLUSION

Letato	that I am	(title) of		(name of
firm)	and that I am authorized	to make this affidavit on beha	lf of my firm, and it	s owners, directors, and officers. I
am th	e person responsible in r	ny firm for the price(s) and the	e amount of this Offe	er.
I state	that:			
(1)	communication or agr	eement with any other Propos	er or potential Propo	
(2)	amount of this Offer, h		er firm or person who	proximate price(s) nor approximate o is a Proposer or potential Proposer,
(3)	No attempt has been contract, or to submit	made or will be made to ind	uce any firm or pers	son to refrain from bidding on this ntentionally high or noncompetitive
(4)	The Offer of my firm			agreement or discussion with, or r noncompetitive Offer.
(5)				s affiliates, subsidiaries, officers,
	the last four years bee	en convicted of or found liabl g conspiracy or collusion with	e for any act prohib	vernmental agency and have not in ited by State or Federal law in any on any public contract, except as
	I state that	**	(name of fi	rm) understands and acknowledges
	in awarding the contra misstatement in this af	ct(s) for which this Offer is su	bmitted. I understar s fraudulent conceal	ied on by the <u>City of Spartanburg</u> and and my firm understands that any ment from the <u>City of Spartanburg</u>
	(Authorized Signa	ture)		_
	(Name of Compar	ny/Position)		-
	Sworn to and subs	cribed before me this	day of	, 20

Notary

My Commission Expires: _____

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%.

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 <u>ALL ELEMENTS OF THE WORK</u> 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 THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL
E

		Ş	Total Contract Amount	Total				
%	-	Ś	Total Non-MWBE Participation	Total Nor				
%		Ş						
%	1	Ş						
%		Ş						
%		Ŷ						
% OF WORK		SUBCONTRACT AMOUNT	TYPE OF WORK TO BE PERFORMED	PHONE	CONTACT	CITY, STATE	MWBE CLASS	COMPANY
				NON-MWBE SUBCONTRACTORS	NON-MWBE SL			
lispanic rican	MBE-H - H tive Amer	Asian American I n MBE N/A - Na	MWBE CLASSIFICATION MBE-B - African American MBE-S - Asian American MBE-H - Hispanic American WBE - American Woman MBE N/A - Native American	MBE-B - A America				
		Ş	Total Contract Amount	Total				
%		÷.	3	Total N				
%		Ş						
%		Ş						
%		Ş						
%		Ŷ						
% of Work		SUBCONTRACT AMOUNT	TYPE OF WORK TO BE PERFORMED	PHONE	CONTACT	CITY, STATE	MWBE CLASS	COMPANY
				MWBE SUBCONTRACTORS	MWBE SUBC			
				FAX: ()		NE: ()	TELEPHONE: (
				EMAIL:		PERSON:	CONTACT PERSON:	
			STATE:	CITY:		PRIME CONTRACTOR:	PRIME CC	
				ADDRESS:		NAME:	PROJECT NAME:	

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