



Legal Notice

Request for Proposals

City of Spartanburg
P.O. Box 1749
187 W. Broad Street
Spartanburg, SC. 29304
Email: cwright@cityofspartanburg.org

RFP Legal Notice Request for Proposals for Removal of Asbestos Materials & Demolition of Residential Structure(s) August 15, 2024

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to demolish residential structure(s) in the City of Spartanburg, at **213 Windgo Street - Spartanburg, SC.**

Proposal No: 2425-09-10-01

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 **Tuesday, September 3, 2024, at 9:00 AM starting at the site: 213 Windigo Road - Spartanburg, SC 29306.**

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

Sealed Bids Due Tuesday, September 10, 2023 no later than 3:00 PM. Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 187 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 mlivingston@cityofspartanburg.org.

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 www.cityofspartanburg.org by following the links for Invitations for bids.

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 BID WILL BE AWARDED TO THE LOWEST BIDDER PER EACH STRUCTURE 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. A copy of the license will be required for the agreement and file.
3. Contractors and all subcontractors must be fully insured per City's insurance requirements.
4. Must have three (3) years of experience demolition of Residential and Light Commercial Buildings with knowledge of the City, State, and Federal regulations and procedures regarding disposal of hazardous materials.
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 two copies of the RFP bound, all pages, signed or initialed where appropriate.
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 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 within the 30-day 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 and 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.

| |
|---|
| Harley rake must be used to remove all of the small debris before planting grass and applying straw. |
|---|

Asbestos

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

If it likely that the property has lead based paint, then 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 Building Inspection and 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 **BID** per each structure 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.

City of Spartanburg, South Carolina
Projects Involving Federal Funds
Federal Procurement Requirement – Appendix II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- J. See 2 CFR §200.322 Procurement of recovered materials.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.

- R. Nondiscrimination: The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.
- S. 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, if applicable.
- T. 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.
- U. 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.
- V. 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 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 – Links to Map Locations**

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

TABLE A



FEE SCHEDULE Request for Proposals for Removal of Asbestos Materials & Demolition of Residential Structure(s)

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 TOTAL REMOVAL AND DISPOSAL OF ALL ASBESTOS MATERIALS AND DEMOLITION OF RESIDENTIAL STRUCTURE(S):

AT THE LOCATIONS:

| | ADDRESS | | |
|---------------------------------|------------------|--|--|
| ACTIVITY | 213 Windigo Road | | |
| Asbestos Removal Price | Not Applicable | | |
| Demolition Price | | | |
| TOTAL PRICE FOR ALL WORK | | | |
| Additional Scope of work | Not applicable | | |

Provide asbestos removal price, demolition price, and total price where applicable otherwise your bid will be invalid.

PRICE INCLUDES REMOVAL OF ALL MATERIALS AND THE SEWER ABANDONMENT AND EVERYTHING LISTED IN THE SCOPE OF WORK.

COMPANY NAME: _____

Contact: _____

Address: _____

City: _____ State: _____

Telephone: _____ Zip: _____

Email: _____

LINKS TO MAP OF PROPERTIES

213 Windigo Road – City Demolition

<https://qpublic.schneidercorp.com/Application.aspx?AppID=857&LayerID=16069&PageTypeID=1&KeyValue=7-21-00-205.00>

MANDATORY SEWER ABANDONMENTS

ONLY COMPANIES ON THE APPROVED CITY STREET CUT LIST MAY COMPLETE THIS PORTION OF WORK

Who will perform the work?

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

SEWERS ABANDONMENTS, STREET CUT PATCH FAILURE

If the street patch fails, drops or shrinks or collapse and does not hold, the contractor must return remove the failed patch and repair the problem and pass City inspection at you companies expense.

THIS PROJECT MAY BE REASSIGNED IF PROJECT FAILS TO MEET THE REQUIRED SCHEDULE AND IS AT RISK OF NOT MEETING THE COMPLETION DEADLINE OF THIRTY (30) DAYS AFTER ASSIGNMENT. 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 within thirty (30) days.

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: _____ 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: _____ 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, 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.

I _____
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: **Combined Single Limit - \$1,000,000; Split Limits: 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 **STATUTORY requirement of the State of South Carolina.** Employers Liability shall be in the amount of \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

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.

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

The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor/Vendor from providing full insurance coverage on all phases of the project/event, including any that is sublet.

When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency.

Cancellation and Re-issuance of Insurance: If any insurance required to be provided by the Contractor should be canceled or changed by the insurance company or should any such insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.

Failure of the Contractor/Vendor to maintain continuous coverage as specified herein will result in this project/event being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.

All coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.

**All emailed Certificates of Insurance can be forwarded to:
kbooker@cityofspartanburg.org

** 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, _____ will or has submitted a bid/proposal to Spartanburg City
of Spartanburg for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good
or services to Spartanburg City of Spartanburg ; and

WHEREAS, _____ Type of Organization is :

Check the applicable box):

- Sole Proprietorship
- Partnership
- Corporate entity (not tax-exempt)
- Corporate entity (tax-exempt)
- Government entity (Federal, State or Local)
- Other _____

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing
body) of _____ does hereby approve and authorize _____ (Name of
Individual) to execute a contract with Spartanburg City of Spartanburg in an amount not to exceed
\$_____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

NAME OF ORGANIZATION [_____]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibits D
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed 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%.

Exhibit G

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 HIS 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

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

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 Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

| | |
|--------------------------|----------------------------|
| BID NO: | DATE: |
| PROJECT NAME: | ADDRESS: |
| PRIME CONTRACTOR: | CITY: STATE: |
| CONTACT PERSON: | EMAIL: |
| TELEPHONE: () | FAX: () |

MWBE SUBCONTRACTORS

| COMPANY | MWBE CLASS | CITY, STATE | CONTACT | PHONE | TYPE OF WORK TO BE PERFORMED | SUBCONTRACT AMOUNT | % OF WORK |
|--------------------------|------------|-------------|---------|-------|------------------------------|--------------------|-----------|
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| Total MWBE Participation | | | | | | \$ | % |
| Total Contract Amount | | | | | | \$ | |

| MWBE CLASSIFICATION | |
|-------------------------------|------------------------|
| MBE-B - African American | MBE-S - Asian American |
| American WBE - American Woman | MBE-H - Hispanic |
| MBE N/A - Native American | |

NON-MWBE SUBCONTRACTORS

| COMPANY | MWBE CLASS | CITY, STATE | CONTACT | PHONE | TYPE OF WORK TO BE PERFORMED | SUBCONTRACT AMOUNT | % OF WORK |
|------------------------------|------------|-------------|---------|-------|------------------------------|--------------------|-----------|
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| | | | | | | \$ | % |
| Total Non-MWBE Participation | | | | | | \$ | % |
| Total Contract Amount | | | | | | \$ | |