

**Northside Development Corporation
410 Magnolia Street
Spartanburg, SC 29303**

**Legal Notice
Request for Proposal for Removal of Asbestos Materials
in various residential structures in the Northside Neighborhood of the City of Spartanburg**

November 6th , 2015

NOTICE IS HEREBY GIVEN – The Northside Development Corporation (NDC) a 501 c 3 non-profit community development corporation is seeking proposals from professional vendors to remove asbestos materials at 578 and 482 Brawley Street, 328 College Street, 251 and 258 Folsom Street, 225 Milan Street, 172 Raindrop, 557 and 579 Vernon Street, 159 North Pearl Street, 631 Fulton Street and 787 North Vernon.

Proposal Name: NDC NIP Asbestos Removal Part 1

The Northside Development Corporation (NDC), 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. NDC will also provide preference to existing qualified Northside businesses whenever possible although due to the nature of funding for these services may be limited by the procurement and selection guidelines outlined by the City of Spartanburg (the Lead Entity for the NIP funding) and the State Housing Finance's NIP (the Program Administrator) procurement and financial requirements as outlined in the NIP Manual.

NDC reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by NDC 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. Vendors must have the certification and insurance requirements in Attachment # 1.

Sealed Proposals shall be submitted to Tammie Hoy Hawkins, at NDC, on or before **November 19, no later than 4 PM, 410 Magnolia Street Spartanburg, SC 29303.**

NDC will host a Pre-Bid Conference meeting on Thursday November 12th, 2015 at 9:30 AM at the NDC offices to provide additional information and offer Q&A for potential interested vendors. Furthermore, be prepared to gain entry into boarded structures and have sufficient lighting to make an assessment.

IF YOU CAN'T COMPLETE THIS WORK WITHIN 30 DAYS OF ASSIGNMENT DO NOT BID ON THESE PROJECTS.

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

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

**Northside Development Corporation
410 Magnolia Street
Spartanburg, SC. 29303**

Attn: Northside Development Corporation NIP Asbestos Removal Part 1

**For further information and to receive a full bid packet,
contact the Northside office at (864) 598-0097.**

Submit two (2) complete copies of the firm's Proposal Statement and Complete Bid Package. Submittals received by facsimile machine or other electronic transmittal will not be considered. Submittals are to be in sealed envelopes or boxes marked with the caption "Proposal Statement for NDC NIP" for "Asbestos Removal Part 1" and must be submitted to the attention of Tammie Hoy Hawkins, NDC, 410 Magnolia Street, Spartanburg, South Carolina 29303, by 4:00 p.m., November 19th, 2015. Proposal Title Must be placed on the outer envelope in order for the bid to be Stamped in and accepted on time.

To receive a full bid package and ask technical questions regarding the scope of services and the RFP please contact Curt McPhail or Tammie Hoy Hawkins, 864.598.0097. A Pre Bid Conference will be held

Affirmative Action

The contractor shall take affirmative action in complying with all state and federal requirements concerning fair employment, and the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

**The Northside Development Corporation
Request for Proposals for the Removal of Asbestos Materials**

November 6th, 2015

The Northside Development Corporation is requesting Proposals for the abatement of asbestos containing material at various locations in the Northside neighborhood of Spartanburg. Environmental testing was performed and copies of the report will be provided at the bid conference.

This entire bid package and one copy 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 Abatement Contracting Company in South Carolina in good standing with no current open investigations or findings or issues with SCDHEC.
- 2.** Your Company must have three years of experience in asbestos abatement of Residential and Light Commercial Buildings
- 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 will not be Sub-Contracted.
- 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 NDC 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 Friday from 7AM to 6PM. No night work or weekend 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 NDC. 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 \$100.00 per day and will be deducted from the original contract amount.

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.

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

Recycling Building Materials

The NDC encourages contractors to recycle However, asbestos covered material or material containing asbestos cannot be recycled. It must be handled per SCDHEC Regulations.

Waste Manifest Receipts

The original waste manifest receipts must be presented with the final Invoice for all materials disposed.

Scope of Work:

See attached Inspection Reports and complete the removal per SCDHEC Regulations.

Asbestos Abatement

The removal and proper disposal of all asbestos containing material as identified in the prepared reports. The reports should be considered an estimate of quantities. It is recommended that the contractor measure the areas to be removed.

Disposal of Debris

The contractor must properly dispose of the debris; Follow all DHEC, Federal, State, and OSHA guidelines and provide the NDC with the original waste manifest tickets upon the completion of the removal/demolitions. If materials are recycled a letter of distribution should accompany the waste manifest. No Payment will be made until NDC receives the waste manifest tickets and distribution letter. Improper disposal will be a violation of the contract and bid. No payment will be made to the contractor upon the improper disposal of any materials.

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. NDC at its sole discretion will decide after a review which contractor(s), if any is responsive to the RFP. NDC 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 NDC in regard to this project shall be consistent with the NDC’s adopted procurement procedures. Bid prices shall remain in effect for 90 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. NDC at its sole discretion will decide after a review which contractor, if any is responsive to the RFP.

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

Complete the following Tables for your submittal:

Table A(x) Complete table A(x) for each property. Abatement Fee Schedule and additional items (if applicable)

Table C Complete Table C, Equipment List

Table D Complete Table D, References

Immigration Reform Act:

Read and Sign

Insurance Requirements:

Read and Sign

ABATEMENT FEE SCHEDULES

TABLE A1: 578 Brawley Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Joint Compound on Sheetrock Throughout Structure	3,072	/SF	
Tar Applied to Metal Roof	1,800	/SF	
Linoleum	340	/SF	
Mastic on Chimney and Roof Vents	15	/LF	

TABLE A2: 328 College Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Chimney Mastic	16	/LF	

TABLE A3: 251 Folsom Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Transite Siding on Exterior	1,600	/SF	
Linoleum	740	/SF	

TABLE A4: 258 Folsom Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Mastic on Chimney	40	/LF	
HVAC Duct Tape	200	/LF	

TABLE A5: 225 Milan Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
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Joint Compound on Sheetrock	1,700	/SF	
Metal Roof Coating	2,050	/SF	

TABLE A6: 172 Raindrop Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Exterior Transite Siding	2,103	/SF	

TABLE A7: 557 Vernon Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Joint Compound on Sheetrock throughout Structure	1,020	/SF	
Linoleum	60	/SF	

TABLE A8: 579 Vernon Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Window Glazing	10 units	40/LF	

TABLE A9: 159 West Pearl Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Exterior Transite Siding	2,160	/SF	

TABLE A10: 482 Brawley Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Joint Compound	850	/SF	
Multi square linoleum	200	/SF	
Linoleum under plywood	367	/SF	

TABLE A11: 631 Fulton Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Window Glazing	800	/LF	
Linoleum (double layered)	90	/SF	

TABLE A12: 787 North Vernon Street

Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$
Exterior Transite Siding or Cement Board	2000	/SF	
Window Glazing	500	/LF	
Linoleum	116	/SF	
Floor Tile/Mastic	76	/SF	

Additional Items Not Listed

Address	Materials to be removed	Quantity	\$/Unit of Measure	TOTAL \$

FEE SCHEDULE FOR THIS PROJECT

MY PRICE FOR TOTAL REMOVAL AND DISPOSAL OF ALL ASBESTOS MATERIALS AT THESE LOCATIONS ARE:

Property	Price
578b Brawley	
328 College	
251 Folsom	
258 Folsom	
225 Milan	
172 Raindrop	
557 Vernon	
579 Vernon	
159 West Pearl	
482 Brawley	
631 Fulton	
787 North Vernon	

THIS PROJECT WILL BE REASSIGNED TO A DIFFERENT CONTRACTOR IF THE WORK IS NOT COMPLETED WITHIN 30 DAYS OF ASSIGNMENT.

YOUR FINAL PAYMENT WILL BE DELAYED AND ANY ADDITIONAL COST WILL BE DEDUCTED FROM YOUR ORIGINAL BID PRICE IF THIS PROJECT IS NOT COMPLETED WITHIN 30 DAYS.

I agree to complete this work if assigned within in 30 days "Thirty Days" of the assigned date including the ten day notification to DHEC

Company Name

Tel. No _____

Address

Cell No. _____

City State

Fax Number _____

Federal ID No. or SS _____

Email Address _____

SIGNATURE OF PROPOSALERS REPRESENTATIVE

TITLE DATE

TABLE C

EQUIPMENT LIST

List equipment you own and plan to use on this Job

Table D

References

List only references you have completed work for in the last twelve months.

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

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

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

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

Company Name: _____ Federal ID or SS #: _____
Street Address: _____ Telephone #: _____

NDC, State, Zip: _____

Fax #: _____

Company Name

Contractor/Owner Signature

Date

Immigration Reform Act

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 NDC 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

ATTACHMENT #1

City OF SPARTANBURG INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS

NOTE: DO NOT BID ON THIS PROJECT IF YOU CANNOT MEET THE FOLLOWING INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY AND OTHER INSURANCE: The Contractor shall purchase and maintain with a company acceptable to the NDC and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

Automobile - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 **minimum** for bodily injury each person/each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

Comprehensive general liability - This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 per occurrence / personal & advertising injury, \$2,000,000 general aggregate / Products completed operations aggregate, \$100,000 damages to rented premises, and \$10,000.00 medical expense (any one person) in reference to General Liability.

This insurance shall include coverage for products/completed operations, pollution liability, 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 NDC of Spartanburg in advance.

Property Insurance including Builders Risks-Property coverage will name the NDC of Spartanburg as loss payee in instances where the NDC has an interest in the property unless otherwise requested.

Workers' Compensation and Employer's Liability – This coverage shall meet the statutory requirement of the State of South Carolina. Employers Liability shall be in the amount of \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

The Contractor shall provide the NDC with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the NDC thirty (30) days advance notice by registered mail.

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

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

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

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

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

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

I can and will meet all insurance requirements while performing all work.

Company Name

Contractor/Owner Signature

Date