



## Legal Notice

Request for Proposal for  
Lot Maintenance

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

# Addendum 1

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting proposals to maintain 156 lots at various locations throughout the City of Spartanburg for the 2023 Growing Season. See Attachment A, B and map. **All information NOT PERTINENT TO THIS PROJECT HAS BEEN ~~RADACTED/~~**  
**~~CROSSED OUT~~**

### Proposal No:

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.

**Mandatory Pre-bid Tour:** Prebid Tour is scheduled for December 6, 2022 at 10:00 am. Location: City Hall, 145 W. Broad Street Conference room with Contractors wishing to bid. The tour will commence afterwards.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before December 20, 2022 no later than 3 PM, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

Technical question regarding the scope of services should be directed to Jeff Tillerson, Senior Environmental Enforcement Coordinator, City of Spartanburg at 864-596-2911.

Contractors wishing to bid should visit the sites to determine the work involved

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

City of Spartanburg  
P.O. Box 1749

UPS or FedEx submissions use  
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 [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids. The following Proposal Number Must be placed on the outer envelope in order for the bid to be Stamped in as accepted on time: **Proposal No:**

### **Proposal Submittal Documents Checklist:**

**Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.**

All Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

### **Exhibits**

Cover Sheet give bidder license information.....	Exhibit A
Bidder's Price page.....	Exhibit B
Authority to execute a contract.....	Exhibit C
Conflict of Interest Disclosure.....	Exhibit D
Drug Free Workplace Act Statement .....	Exhibit E
Existence of Subcontractors Form .....	Exhibit F
Experience/ References .....	Exhibit G
Affidavit of NON-Collusion.....	Exhibit H
Disadvantage Business Enterprise Good Faith Efforts.....	Exhibit I
Debarment statement .....	Exhibit J
Certification of Non-Segregated Facilities.....	Exhibit K
Immigration Act.....	Exhibit L
Complete Equipment List.....	Exhibit M

### **Attachments**

Scope of Work .....	Attachment 1
Instruction to Proposers .....	Attachment 2
Evaluation / Award Criteria .....	Attachment 3
List of Properties.....	Attachment 4

**The awarded bidder must provide but not limited to the following:**

1. Provide a certificate of insurance –
2. Sign the City of Spartanburg Standard Contract..... Attachment 5
3. Provide a City of Spartanburg business license ..... link-  
[http://www.cityofspartanburg.org/cms\\_assets/business\\_licensing/BL%20App%202016.pdf](http://www.cityofspartanburg.org/cms_assets/business_licensing/BL%20App%202016.pdf)

(Exhibit A)

<b>Request for Proposal for</b> <b>Lot Maintenance</b> <b>for Proposals</b>		<b>Request</b>
Bidder Name		Date
Bidder's License No	Contractor's License No	

The undersigned, as bidder, hereby declares that the only person, interested in this bid as principals(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that his bid is made without connection with any person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he was/she examined the contract documents relative thereto; and that he /she satisfied himself/herself as to the work to be performed.

The bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. The bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project (each lot) remain impleaded.

**Completion Time Completion time should be within 7 days at the beginning of each month.**

The undersigned bidder agrees that if this proposal shall be accepted, the undersigned will, within then (10) days after notifications of such acceptance, enter the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for final estimate. The owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities.

In case of error in extension, the unit price shall govern rather than the amount for lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

Owners may delete from the contract any or all the alternates listed in the bid form

The prices and amounts listed below include all labor, material, tool equipment, transportation, removal, overhead, profit, insurances, taxes, etc., to cover the finished work in place

**Term of Proposal:** Any Proposal submitted because of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Procurement Manager. The written request to withdraw the proposal must be received,

regardless of when it was mailed, by the Procurement Manager within five (5) calendar days after expiration of the sixty (60) calendar day period, or the proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the City of Spartanburg Procurement Division by email to [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org). Written questions shall be submitted at least five (5) calendar days prior to proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the proposer fails to seek clarification, the City's interpretation shall control. The proposer agrees it will not make any claim for or have right to withdraw its proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusion. Exclusions will come from City in the form of an addendum. Any proposals received with exclusions will not be accepted.

Questions regarding bid procedures or technical questions should be directed to Carl Wright, Procurement and Property Manager at [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

A Proposal received by City is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right-hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The City of Spartanburg reserves the right to determine whether this may be brought against the City of Spartanburg or its agent for its determination in this regard. **MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

**Procurement policy:** This solicitation is subject to the provisions of the City of Spartanburg Procurement policy and any revisions thereto. A copy of the Purchasing Policy may be obtained from the City's webpage ([www.cityofspartanburg.org](http://www.cityofspartanburg.org)) or from the Procurement Division (864) 596-2790. City of Spartanburg reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

**Time for Filing:** Any potential bidder believing that bid documents or drawings contain restrictive specifications or any other improprieties regarding the solicitation for bids may file a protest with City of Spartanburg, which shall be received by City of Spartanburg not later than ten (10) working days prior to, or after the bid opening, and shall contain all reasons for the protest. The committee will then respond to the protest within five (5) working days of the receipt of the protest, and the protestor will have five (5) working days to appeal City of Spartanburg's initial response. Once

an appeal has been received, the committee will render its final decision in writing within ten (10) working days to the protestor.

In all cases, if protest deadlines are not met, City of Spartanburg will proceed with the normal bid and contract award procedure.

**Applicable Laws and Compliance:** This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

- The Federal Civil Rights Act of 1964, as amended.
- The Federal Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act

**Public Record:** Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of City of Spartanburg Procurement staff, from 9:00 a.m. until 4:00 p.m., Monday through Friday, at 145 West Broad Street Spartanburg, South Carolina

**Debarment Status:** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, the federal government nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina or any federal agencies.

**Proposer Responsibility:** The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a Spartanburg City of Spartanburg responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

~~**Davis Bacon Wage Determination:** Contractor is required to submit Certified Payroll with each monthly Payment Application. Davis Bacon requires that the wage paid to employees must be equal to or higher than the U.S. Department of Labor's (DOL) determination of the prevailing wage rates for the project type and locality in which the work is being done. Please visit: <http://www.dol.gov/whd/contracts/dbra.htm> for details and applicable wage rates.~~

**Disclosure of Conflicts of Interest or Unfair Competitive Advantage:** Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, the City of Spartanburg may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and

provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**Proposer Qualification:** The City of Spartanburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the City of Spartanburg all such information and data for this purpose as may be requested. ~~Only contractors on the SCDOT approved traffic signal contractor list may quote this work. The necessary SCDOT documentation reflecting State Contract status/eligibility must be presented.~~

**Project Schedule:** ~~Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path, when applicable.~~

**Insurance:** By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Commercial General Liability:**

\$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage) \*

**Comprehensive Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired) \*

**Statutory Worker's Compensation:**

Coverage – (Shall apply to all applicable State of SC laws)

**Employers Liability:**

\$500,000 Each Accident\*

\$500,000 Disease, Per Employee\*

\$500,000 Disease, Policy Limit\*

**Professional Liability Insurance:**

\$1,000,000 per occurrence (if applicable)

**Umbrella Policy:**

N/A

\* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide City of Spartanburg a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the City of Spartanburg that ***all*** subcontractors approved to perform work on this project comply with all of the requirements in this Section.

***Certificate of Insurance:*** A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) **City of Spartanburg** SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- (ii) **WAIVER OF SUBROGATION.** As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the City of Spartanburg of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to the RFP Number

***Subcontractors:*** Proposer **shall not subcontract work** hereunder without the prior written consent of the City, and any such subcontract without consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

***Service Providers:*** When applicable, list up to three independent firms, within 300 miles of the City of Spartanburg that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

***References:*** The **City of Spartanburg** requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service, or product (ie. currently operate the same model number of equipment being proposed) **within the last five years**. References should be listed on Exhibit H.

***Experience:*** List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg City of Spartanburg, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

~~***Contractor Qualifications:*** When applicable a Contractor Qualification Form will be required requesting the following information:~~

~~**A. SIC/NAICS Code**~~

~~**B. OSHA Recordable Incident Rate**~~

~~**C. EMR Rate** Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.~~

~~**D. Worker's Compensation Loss Run**~~



Factors (a) through (d) may be used in conjunction with other required submittal documents as part of the determination process. The **City of Spartanburg** reserves the right to evaluate in its absolute discretion the information submitted.

**City License:** Proposer is required to submit a copy of its current City of Spartanburg Business license for services being procured.

Link to form .....[http://www.cityofspartanburg.org/cms\\_assets/business\\_licensing/BL%20App%202016.pdf](http://www.cityofspartanburg.org/cms_assets/business_licensing/BL%20App%202016.pdf)

~~**Bid Bond:** If applicable, Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to Spartanburg City of Spartanburg. Proposals submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Procurement Director, may be rejected. The bond will be forfeited to the City of Spartanburg by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by the City of Spartanburg.~~

~~A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.~~

~~**Performance and Payment Bond:** If applicable, the successful proposer, within three (3) working days after acceptance of the proposer's offer by the City of Spartanburg, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by the City of Spartanburg prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer's offer by the City of Spartanburg, then the bid bond of the proposer shall be retained by the City of Spartanburg in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by the City of Spartanburg before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save the City of Spartanburg, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.~~

~~A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.~~

~~At the end of the job, all the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and **City of Spartanburg** can release the performance/payment bond.~~

***Independent Contractor:*** The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the City of Spartanburg; and the City shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The City shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the City shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

***Award:***

Evaluations:

**City of Spartanburg** will conduct evaluations of the proposals.

**Award Criteria:**

City of Spartanburg shall evaluate each of the Proposals using the criteria set forth in **Attachment 3** attached hereto. The City reserves the right to request Proposers to appear for an additional presentation followed by a question-and-answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The City of Spartanburg is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, ability to provide support, overall cost, the Proposer's experience, and the Proposer's references. At the City's discretion, one or more firms may be engaged for this work.

CITY OF SPARTANBURG RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE CITY OF SPARTANBURG PROCUREMENT POLICY.

**Notice of Intent to Award:**

If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with City of Spartanburg protest provision.

**Notice of Award:**

If awarded, the Notice of Award shall be e-mailed and or posted to all proposers once a decision to award is made.

I certify that the above information was read and understood

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**Attachment 1**  
**SCOPE OF WORK / SERVICES TO BE PROVIDED**  
The City of Spartanburg, Property Maintenance Department

**Request for Proposal for**  
**Lot Maintenance**  
**for Proposals**  
**Request**

The City of Spartanburg is requesting proposals to maintain 156 lots at various locations throughout the City of Spartanburg for the 2023 Growing Season. See Attachment A, B and maps.

**Bidding Requirements for Contractors and Sub Contractors**

- I. Must be currently licensed with SCLLR, if a Corporation or LLC, and Registered with SC Secretary of State and Bonded and Insured and enclose a copy of each.
- II. Must have three years of experience in this field.
- III. Must submit three references for work completed in the last six months on table D.
- IV. Must own sufficient equipment to complete the work and supply a list of equipment you plan to use. An inspection of the equipment to be use must take place before the contract is awarded the contract. ***A Bush hog may be required in some cases to obtain the desired cut for properties that are severely overgrown.***
- VI. Sub contractors must meet the same requirements.
- VII. Management Companies will not qualify as Contractors unless they own substantially all equipment to complete the work and can have a supervisor on site at all times and furnish proof of all requirements.

**Scope of Work**

Use Safe Work Practices to cut, trim, and remove debris from all lots.

Use a finish style multi blade bush hog and gas trimmers, and mowers etc. to keep all lots cleared and clean on the list

The Contractor must furnish all equipment, materials, labor, and license, Insurance's and permits to complete the work.

**Debris Removal**

All debris of any type must be removed and carted away by the contractor.

Debris by definition for this work will be anything dumped or abandoned including household garbage or building debris or tires, tree limbs etc. that need to be removed to have a clean lot free of debris.

Anything illegally dump on lots will require a separate bid before removal.

**Trees will be removed with a separate bid and must be approved before removal.**

### **Securing Vacant Properties**

Lots that have a structure on them may at some point require being secure by the contractor. This will require a separate bid and must be approved before work is completed.

### **LOTS THAT ARE GROWING WILDFLOWERS**

It will be the responsibility of the contractor to keep the perimeter of the lots maintained and neat and removing debris that may accumulate. At the end of the growing season the flowers will be cut with bush-hog or mower to spread the seeds.

### **Locations of Lots**

See Attachment A

### **Topography Information**

*There are approximately 156 lots with various topographies and sizes. See Attachment A & Attachment B.*

### **Cutting Schedule**

All 156 lots may require to be cut once per month, depending on the growing conditions and the weather, some lots may require to be cut twice a month **(City Lots in Bold red will be cut twice a month see spreadsheet list please indicate price for every two weeks lots)**. Approval must be given by the City of Spartanburg before a second cut is completed.

### **Bid Requirements**

1. Present one price per cut for the estimated **156 lots**. One for all City lots.
2. Present one price for each additional lot that may be added thru the remaining season.

**The lowest total price will carry the most weight along with the contractor's ability to meet the City's needs in a timely manner.**

### **Awarding Contracts**

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed for pricing, experience, previous work history, references, State Licenses, State Registration, insurances, bonds, subcontractors, and equipment owned, equipment rented,

operator experience, and financial stability. The City at its sole discretion will decide after a review which contractor, if any, is responsive to the RFP.

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.

### **Contract Extension**

At its sole option, the City can renew this Lot Maintenance contract for three years with two one-year extensions.

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

### **Payment**

An invoice must be submitted for payment and will be made after, and inspection of the work is completed and approved. Please submit invoices via email to [jtillerson@cityofspartanburg.org](mailto:jtillerson@cityofspartanburg.org). All invoices must have the parcel numbers, address number, street name and the owner when submitted.

## Attachment 2

### **INSTRUCTIONS TO PROPOSERS**

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to **rejection**.
5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be **rejected**.
6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax. Proposals which do not include all taxes may be **rejected**.
7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be **rejected**.
8. This Proposal is subject to the **City of Spartanburg** Procurement policy and the attached City contract.
9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to **rejection**.
10. This RFP provides basic information regarding the **City of Spartanburg** requirements. Items that are not specifically requested in this RFP but are necessary to provide the goods/services requested, must be included in the **Lump Sum Proposal Price**.

**Exhibit B**



# Legal Notice

## Request for Proposal for Lot Maintenance

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

### CITY OF SPARTANBURG Request for Proposal for Lot Maintenance

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)

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

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Addenda Number: #1 \_\_\_\_\_

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

Addenda Number: #2 \_\_\_\_\_

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

Addenda Number: #3 \_\_\_\_\_

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

There are 156 City lots. Total 156 estimated

Price per cut for all the Estimated 125 lots Lump sum \$ \_\_\_\_\_

Price per cut for every **two weeks** 31 lots in **red** Lump sum \$ \_\_\_\_\_

Price each for additional lots that may be added to this same project. \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Please complete the provided proposal sheet which outlines the cost.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone / \_\_\_\_\_ Email: \_\_\_\_\_

## Authority to execute a contract

### 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  
(Company's Name)

\_\_\_\_\_ to execute a contract with Spartanburg City of Spartanburg  
(Name of Individual)

in an amount not to exceed \$ \_\_\_\_\_.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NAME OF ORGANIZATION [ \_\_\_\_\_ ]

ATTESTED

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Title: \_\_\_\_\_



Attachment 3  
**EVALUATION / AWARD CRITERIA**

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City of Spartanburg reserves the right to determine whether this information should be exempt from disclosure.

City of Spartanburg shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to City of Spartanburg, based on the lowest most responsible price.

**Award Criteria:**

City of Spartanburg shall evaluate each of the Proposals using the criteria set forth. The City reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The City of Spartanburg is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, and quality of service, ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At the City's discretion, one or more firms may be engaged for this work.

Representatives of City of Spartanburg will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose **proposal is deemed unresponsive**, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with City of Spartanburg may be considered as an unqualified source and their proposal may be rejected. City of Spartanburg reserves the right to exercise this option as is deemed proper or necessary.

## Exhibit D

### CITY OF SPARTANBURG, SC Bidder Conflict of Interest Disclosure Form

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

\_\_\_\_ **No** (Please sign the certification below and promptly return this page with the W-9)

\_\_\_\_ **Yes** (Please sign and provide the name(s) of the individual(s))

#### CERTIFICATION

*I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.*

\_\_\_\_\_  
*Name of Authorized Official*

\_\_\_\_\_  
*Title of Authorized Official*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**Signature**

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

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

## DRUG FREE WORKPLACE ACT STATEMENT

### Exhibit E

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

Title: \_\_\_\_\_

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

## Exhibit F

### EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes \_\_\_\_ No \_\_\_\_ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

2. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

3. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

4. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

5. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

## Exhibit G

## EXPERIENCE/ REFERENCES

List five jobs, similar in size, completed by Proposer. List dollar amount, brief description reference name and phone number for each job.

a. Name of Project: \_\_\_\_\_ Owner/Engineer: \_\_\_\_\_  
 \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ Date Started: \_\_\_\_\_ Date  
 Completed: \_\_\_\_\_ Value of Contract: \_\_\_\_\_  
 \_\_\_\_\_ Project Description: \_\_\_\_\_  
 \_\_\_\_\_

b. b: Name of Project: \_\_\_\_\_ Owner/Engineer: \_\_\_\_\_  
 \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ Date Started: \_\_\_\_\_ Date  
 Completed: \_\_\_\_\_ Value of Contract: \_\_\_\_\_  
 \_\_\_\_\_ Project Description: \_\_\_\_\_  
 \_\_\_\_\_

c. Name of Project: \_\_\_\_\_ Owner/Engineer: \_\_\_\_\_  
 \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ Date Started: \_\_\_\_\_ Date  
 Completed: \_\_\_\_\_ Value of Contract: \_\_\_\_\_  
 \_\_\_\_\_ Project Description: \_\_\_\_\_  
 \_\_\_\_\_

## AFFIDAVIT OF NON-COLLUSION

### Exhibit H

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: \_\_\_\_\_

**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. Kensley D Aiken.

Contact Information

Phone 864-596-2020

Email [kdummond@cityofspartanburg.org](mailto:kdummond@cityofspartanburg.org)

**INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE**

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM **ALL ELEMENTS OF THE WORK** PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Signature \_\_\_\_\_

Notary Seal

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.

<b>BID NO:</b>	<b>DATE:</b>
<b>PROJECT NAME:</b>	
<b>PRIME CONTRACTOR:</b>	<b>ADDRESS:</b>
<b>CONTACT PERSON:</b>	<b>CITY:</b> <b>STATE:</b>
<b>TELEPHONE: (     )</b>	<b>EMAIL:</b>
	<b>FAX: (     )</b>

#### 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	MBE-H - Hispanic	
American WBE - American Woman	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						\$	

## Exhibit J

### Debarment Statement

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- A. ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- B. ☐ Have ☐ have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. ☐ Are ☐ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- D. ☐ Have ☐ have not within a three-year period preceding award of this contract agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

CERTIFICATION OF NON-SEGREGATED FACILITIES

**Exhibit K**

We, (print company name:), \_\_\_\_\_, certify to City of Spartanburg, South Carolina we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any locations, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are **segregated by explicit directive or are in fact segregated on the basis of race, religion, color or national origin because of habit, local custom or otherwise.**

We further agree that --- except where we have obtained identical certifications from proposed Subcontractors for specific time periods --- we will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certifications in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods). ***NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.***

PLEASE COMPLETE BELOW AND INCLUDE THIS IN THE BID PACKAGE

Name of Company Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## Exhibit L

### South Carolina Immigration Reform Act

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.

**Furthermore,** The City of Spartanburg will have the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor. Failure to comply can result in the immediate cancellation of the contract.

\_\_\_\_\_ Contractor

\_\_\_\_\_ Subcontractor

Certifies that it is compliant with the South Carolina Eligible Immigration Reform Act by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employing only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state which has been deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as South Carolina. By the signature below, the Contractor (Subcontractor, etc.) agrees to provide the City with documentation to establish the applicability of the Statute to the Contractor and by the signature below, certifies that it is compliant with the Statute with all regards. This certification and the requirements of this Statute require that the Contractor verify the hiring eligibility of its employees before and during the Project.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typed or Printed Name**

## Exhibit M

## List equipment

**List equipment you own and plan to use on this Job**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## **Attachment A**

1. In the scope of work, anything illegally dump on lots will require a separate bid before removal.
2. Large trees and limbs require a separate bid before removal.
3. There are 156 City lots.

4. If there are any future purchase by either party it will be an additional add-on.







