



## Legal Notice

### Request for Proposal for Asbestos and Lead-based Paint Testing

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

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting proposals for asbestos and lead-based paint testing for the renovation and demolition of substandard properties in the City of Spartanburg.

#### **Proposal No: 2122-03-22-01**

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.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, March 22, 2022 at 3:00 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, 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 5107  
145 W. Broad Street  
Spartanburg, SC. 29304  
Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [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: \_\_2122-03-22-01**

**City of Spartanburg, Neighborhood Services  
Request for Proposals  
Lead Based Paint and Asbestos Testing For Scattered Sites**

The City of Spartanburg is seeking Proposals to test for the presence of lead-based paint and asbestos containing materials at scattered sites thru the City for the purpose of renovating or demolition of structures.

**Bidding Requirements for Contractors**

1. Must be currently licensed with SCLLR, if a Corporation or LLC, and Registered with SC Secretary of State or other State, and Bonded and Insured as an Environmental Testing Contractor and enclose a copy of each.
2. Must have at least three years of experience in asbestos and lead testing of Residential and Commercial Buildings.
3. Must submit six references for work completed in the last twelve months on table D.
4. Must own sufficient equipment to complete the work and supply a list of equipment you plan using.
5. Sub-contracting the work is not permitted.
6. Management Companies will not qualify as licensed environmental Contractors.
7. Complete Tables A, C, D
8. Contractors and all subcontractors must be fully insured per City's insurance requirements
9. Return entire RFP bound, all pages, signed or initialized, and One copy.
10. Acceptable working time is Monday thru Friday from 7AM to 6PM. No night or weekend allowed.
11. The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract.

**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.

**Bidder Qualifications**

Bidders must have and provide proof of General Liability, Vehicle, and Workers Compensation Insurances and name the City of Spartanburg as a Certificate Holder. Have or obtain City and State License and permits and meet all local, state, and federal requirements to perform requested work. Environmental Professionals must be used to perform work and proof of their certifications is required.

**Bidder Responsibility**

Bidders should keep the proposal process confidential. Each bidder shall be fully acquainted with conditions relating to the site, the scope of work, any current USEPA and SCDHEC regulations needed to complete the work and restrictions associated with acceptable execution of requested work. Failure or omission of the bidder to acquaint themselves with site conditions shall in no way relieve them of any obligation with respect to their bid or subsequent contract.

**Building Composition**

Buildings will vary in size and composition but are generally houses 800 to 1200 square feet.

**SCOPE OF WORK**

Test houses/buildings for lead and asbestos content and out structures, garages, storage sheds etc on site for suspect materials interior and exterior for asbestos and lead based paint. Paint and asbestos testing must be representative of suspect surfaces or materials in each room or area. Inspections must comply with SC DHEC latest regulations.

**Task 1 - ASBESTOS TESTING**

Testing for the presence of asbestos containing material in accordance with the Most Recent evaluation requirements of the United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) and South Carolina Department of Health and Environmental Control (SCDHEC) asbestos inspection regulations. The asbestos testing laboratory must be accredited under the National Voluntary Accreditation Program (NVLAP).

#### **TASK 2 - LEAD BASED PAINT TESTING AND REPORTING**

Testing for the presence of Lead Based Paint by X-ray Fluorescence (XRF) Spectrum Analyzer method or Samples. Paint testing must be representative of painted surfaces in each room or area.

#### **TASK 3 - Negative PLM**

Complete additional testing of PLM's if negative as SC DHEC, USEPA requires additional TEM testing.

#### **Report of Findings**

Provide one bound copies of reported findings and email electronic copies to City's office.

Time is of the essence. The contractor must submit the final reports and copies within **15 days** of Notice or Request. The request will generally be sent by Email.

#### **Form of Proposal**

Proposals must contain the following in bound form.

- (1) A description of the Firm's Experience, Qualifications, and Certifications for environmental testing and consulting.
- (2) The name and experience summary of the personnel who will be assigned to this Project.
- (3) Itemized Fee Proposal for TASK 1, TASK 2, TASK 3 and TOTAL on the Form of Proposal.
- (4) The bid will be a single price based on the average.
- (5) PROVIDE A SAMPLE OF YOUR STANDARD REPORTS

#### **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, 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. Your submitted Bid prices shall remain in effect for 60 days after bid opening.

#### **Illegal Aliens / Workers**

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.

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.

#### **Choosing Two or more Contractors**

Two or more firms may be chosen to participate and it will be the City's sole decision on how the request for work will be divided. The City reserves the right to reject any and all proposals.

**Contract length of time**

This submitted proposal should be for the proposed contract period starting July 1, 2022, and ending June 30, 2025 and a set price shall be given for each category: Lead and Asbestos and Additional TEM's PLM's.

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.

**Deadline for Submittals**

Interested bidders should submit Proposals by **3:00 PM Tuesday, March 22, 2022** to be considered. Proposals must be sent to the following address: City of Spartanburg, Attention Carl Wright, Procurement and Property, 145 West Broad Street, P. O. Box 5107, Spartanburg, SC 29304.

**ADDENDUM A**  
**PROJECTS WITH FEDERAL FUNDING REQUIREMENTS**

**Conflict of Interest**

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  - 1. Respondent may have an unfair competitive advantage; or
  - 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring,

managing or overseeing on in the proceeds of any such contract.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **Nondiscrimination**

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

### **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.

### **Davis Bacon Requirements**

When applicable, contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

### **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.

### **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.

### **Laws**

The laws of the State of South Carolina and applicable federal law shall govern the contract.

### **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 BOUND this entire RFP one (1) original and 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**

**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 Proposal for Asbestos and Lead-based Paint Testing

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

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

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

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

COMPANY NAME: \_\_\_\_\_

	<b>FEE FOR SERVICES</b>
<b>Asbestos Testing</b>	
<b>Lead Based Paint Testing XRF</b>	
<b>Lead based Paint Testing By Samples</b>	
<b>Lead and asbestos testing</b>	
<b>Additional TEM Testing Per Sample</b>	
<b>Air Monitoring / Per Hour Rate</b>	

**THIS PROJECT MAY BE REASSIGNED IF PROJECT FALLS BEHIND SCHEDULE AND IS AT RISK OF NOT MEETING THE COMPLETION DEADLINE OF SEVEN (7) 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 assigned timeframe.**

\_\_\_\_\_  
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](mailto: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 DOCUMENTATION MUST ACCOMPANY THE BID DOCUMENT**

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email [npitts@cityofspartanburg.org](mailto:npitts@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

**Exhibit G**

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						\$	%

