



Legal Notice

Request for Proposal Lead-based Paint Testing January 30, 2020

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 seeking one Environmental Company to complete lead-based paint testing and assessments and final clearance to comply with the latest rules of HUD AND THE EPA. The testing results will be used for the abatement, and interim controls etc. of LBP during small renovations of properties in the City of Spartanburg, with targeted households of families of children under the age of six. The work will consist of approximately forty City wide single housing unit inspections, over a “42” forty two month period. A contract will be signed with the HUD approved Environmentalists for the entire grant period of “42” forty two months.

Proposal No: 1920-02-18-01

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.

Environmental Companies wishing to bid should present Sealed Proposals to Carl Wright, Procurement and Property Manager, on or before **Tuesday, February 18, 2020 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 Lynn Coggins, City of Spartanburg at (864) 596-2914.

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

Proposal No: 1920-02-18-01

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 by following the links for Invitations for bids.

City of Spartanburg, Neighborhood Services
Request for Proposals
Lead Based Paint and Asbestos Testing For Scattered Sites
April 2, 2019

The City of Spartanburg is seeking Proposals to test for the presence of lead-based paint containing materials at scattered sites throughout the City for the purpose of renovating for approximately (42) 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 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.
5. Sub-contracting any part of 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 and have a City License.
9. Return entire RFP bound, all pages, signed or initialized, **and two additional copies**
10. Acceptable working time is Monday thru Friday from 7AM to 7PM.
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 being 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 coverage, 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/structures for lead content and out structures, garages, storage sheds etc. on site for suspect materials interior and exterior for lead based paint.

Paint testing must be representative of suspect surfaces or materials in each room or area. Inspections must comply with SC DHEC latest regulations. The report must recommend if abatement or interim controls should be used and where.

LEAD BASED PAINT TESTING AND REPORTING and FINAL CLEARANCE REPORTING

Testing for the presence of Lead Based Paint by X-ray Fluorescence (XRF) Spectrum Analyzer Paint testing must be representative of HUD's latest rules.

Report of Findings

Provide two 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 5 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 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

At the digression of the City, two 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 January 1, 2020, and ending in in approximately (42) forty two months, July 30, 2024, a set price shall be given for each unit.

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.

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.

The City reserves the right to remove any company's employee from any site for any reason.

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

When applicable 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 at any time, at its discretion, cancel the contract in whole or in part. Furthermore, if HUD cancels the grant funding for any reason this contract will end. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed correctly 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.



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, (receipt of which is hereby acknowledged):

	FEE FOR SERVICES
1 Lead Based Paint Testing XRF per unit	\$
1 Clearance test per unit	\$
Total cost per unit	\$
Project Design if needed per unit	

COMPANY NAME: _____

COMPANY REPRESENTATIVE: _____

CELL PHONE: _____

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

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.

<u>Tables</u>	<u>Exhibits</u>	
Table A – Complete Table A, Fee Schedule	Exhibit A Immigration Reform Act:	Read and Sign
	Exhibit B <u>Insurance Requirements:</u> Winner will provide COI	
Table C – Complete Table C, References	Exhibit C <u>Corporate/ Company Resolution :</u>	Read and Sign
	Exhibit D <u>Affidavit of Non Collusion</u>	Read and Sign
	Exhibit G Good Faith Efforts	Read and Sign

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

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

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

Company _____	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 therefrom - any or all of which may arise out of or result from the Contractor/Vendor operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed/volunteering by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

Automobile Liability: The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

Commercial General Liability: The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

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

Workers' Compensation and Employer's Liability – This coverage shall meet the **STATUTORY requirement of the State of South Carolina**. Employers Liability shall be in the amount of \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC, and Corporate officers will not be excluded from coverage.

Employers Liability: Each Accident - \$1,000,000; Disease each employee - \$1,000,000; Disease Policy Limit - \$1,000,000

- This is part of Workers' Compensation coverage

Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD

This coverage should be required for high hazard operations including excavation, roofing, water tower installation, painting, repair, and removal, large construction projects. Should also consider for certain high hazard special event activities such as fireworks displays, inflatables, mechanical rides, etc.

Professional Liability: Per Occurrence - \$1,000,000; Aggregate - \$1,000,000

This coverage should be required for professional services such as accountant, attorneys, architects, design, engineering and most consultants.

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

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

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

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

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

Failure of the Contractor/Vendor to maintain continuous coverage as specified herein will result in this project/event being shut down and any payments due, or to become due, withheld until

such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.

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

**All emailed Certificates of Insurance can be forwarded to:

kbooker@cityofspartanburg.org

** All Certificate of Insurance submitted via postal mail can be sent to:

City of Spartanburg
145 W. Broad St.
Spartanburg, SC 29306
Attn: Kenneth Booker

Exhibit C
Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN CONTRACT WITH SPARTANBURG CITY

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

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

WHEREAS, _____ Type of Organization is:

Check the applicable box):

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

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

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

NAME OF ORGANIZATION [_____]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibits D
AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary

My Commission Expires: _____

Exhibit G
GOOD FAITH 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

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

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

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

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

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

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

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Signature

Notary Seal

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.

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

MWBE SUBCONTRACTORS

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

MWBE CLASSIFICATION			
MWBE-B - African American	MWBE-S - Asian American	MWBE-H - Hispanic	
American MWBE - American Woman	MWBE 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						\$	

City of Spartanburg, South Carolina
Projects Involving Federal Funds
Federal Procurement Requirement – Appendix II
January 24, 2020

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

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

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

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- J. See 2 CFR §200.322 Procurement of recovered materials.
- K. Government Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg in writing specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.
- L. Assignment or Transfer: The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City of Spartanburg. Claims for sums of money due, or to become due from the City of Spartanburg pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of Spartanburg is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.
- M. Availability of Records: The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City of Spartanburg and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.
- N. Permits and Licenses: The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Spartanburg harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.
- O. Taxes: The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City of Spartanburg harmless in every respect against tax liability.
- P. Standards of Conduct: The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

- Q. Federal, State, and Local Reporting Compliance: The firm shall provide such financial and programmatic information as required by the City of Spartanburg to comply with all Federal, State and local law reporting requirements.
- R. Nondiscrimination: The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.
- S. Section 3 Clause: Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a “Section 3 Clause” in all contracts for work in connection with a Section 3 covered development, if applicable. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements, if applicable.
- T. Notices: All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City of Spartanburg shall be addressed as provided in the contract.
- U. Cancellation: Irrespective of any default hereunder the City of Spartanburg may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.
- V. Contract Documents: Written contract documents will be prepared by the City of Spartanburg. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular procurement or contract.