

City of Spartanburg
Procurement and Property Division
Post Office Drawer 1749, SC 29304-1749
Phone (864) 596-2049 - Fax (864) 596-2365

RFP Legal Notice
Request for Proposals
Abatement or Encapsulate Lead Based Paint
Residential Structure @ 238 Caulder Circle
February 27, 2022

NOTICE IS HEREBY GIVEN : The City of Spartanburg is seeking Proposals from Licensed General Contractors or South Carolina Home Builders who are also Licensed and Certified Lead Remediation Contractors for the abatement work or use of Interim controls for a house located at 238 Caulder Circle, Spartanburg, SC.

Proposal No: 2122-03-15-02

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 contractor that is awarded the proposal will be required to have an up-to-date City of Spartanburg Business License.

Pre-Bid Showing: Tuesday March 1, 2022, 10 am. Bidders do not have to be present but due to the nature of the Lead work involved it is highly suggested that they attend. Any changes or additions that take place due to this meeting will be added as an addendum to the original RFP and notification will be given to interested contractors

Sealed Bids no later than 3 PM, Tuesday March 15, 2022. Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Spartanburg Training Room, lower floor.

Please submit one (1) original and two (2) copies of your sealed proposals

Technical question regarding the scope of services should be directed to Lynn Coggins, Neighborhood Services @ 864-580-5011 or David Maher, Lead Program Manager, City of Spartanburg @ 864-5011.

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

Attn: Procurement and Property Division

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304

Name of Company submitting: _____

Total of all included items from Table A: \$ _____

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.

Bidding Requirements for Contractors

This entire bid package must be submitted with two copies, or your bid will be considered incomplete and will be eliminated.

1. This is a Lump Sum Priced Project. Your total will be for:

Lead Remediation Work:

- Vinyl siding for entire house
- Gutters and downspouts
- Painting the exterior of the six windows
- Replace porch railing with new pressure treated railing

Healthy Homes Work:

- Install new HVAC unit and all related components

2. Contractor must have and submit a copy of these items with bid:

- A current City Business License
- SC State General Contractors or South Carolina Home Builders/Rehab license
- All current Lead certifications to include a certified Company HUD Licensed Lead Supervisor, who will be overseeing lead protocol for this project

3. Contractors and all subcontractors must be fully insured per City's insurance requirements

4. Must have a minimum of one year of experience dealing with lead paint related renovations for Residential houses and know the regulations, protocol, and adhere to those policies

5. Must submit a minimum of three references for work completed in the last twelve months on table D.

6. Management Companies (jobbers) (shoppers) who subcontract other companies to perform their work **do not qualify**

7. Return entire RFP bound, signed, or initialized, and two copies.

8. Work Time Schedule

The typical acceptable working time is every day of the week Sunday thru Saturday from 7AM to 7PM when work can be done.

9. Pre -Bid Conference

The pre-bid conference is not mandatory however, if you do not attend the pre-bid conference and miss important information you are still responsible for information you missed.

10. Contract

The most responsive contractor will be asked to sign a contract with the City and Northside Development Group. This entire bid package with its Scope of Work will be part of the contract.

VIP: Once the winning bid is awarded, contractor will need to secure a City Building Permit prior to commencing the work. Contractor will not be allowed to start without a posted construction permit.

11. Warranty and Callback

The contractor will guarantee all work for a period of one year and return to make any corrections to the work they completed or a sub-contractor that they hired at their own expense.

12. Final Clearance

City has hired an environmentalist to conduct (1) one clearance test when all work is completed. If the clearance test fails, the contractor will be responsible to rectify any clearance

problems and will pay for any additional tests needed.

13. **Liquidated Damages**

Liquidated damages for non-compliance of late or incomplete work will be deducted at \$100.00 per day and will be deducted from the original contract amount.

14. **UNPAID SUB-CONTRACTORS OR VENDORS ON CITY PROJECTS**

When a sub-contractor or vendor has not been paid by the General Contractor and that project is closed and paid by the City, The General Contractor is not eligible to bid on City Projects until the sub-contractor or vendor is paid and verified in writing to this Office by the owed party.

TABLE A

SCOPE OF WORK

The Contractor must furnish everything needed to complete the work and the cleaning involved per HUD's Field Guide for Painting, Interim Control and Home Maintenance. Contractor must furnish all related equipment and materials, labor, Insurance and Workers Compensation. Contractors must follow all current SC adopted International Building Codes and any SC adopted changes to the code, All Federal Requirements from HUD, SCDHEC, OSHA, and City Requirements and obtain all City Permits to complete the work. The Program Manager will communicate and/or advise the contractor accordingly if any necessary protocol is being overlooked or needs to be included in the daily work plan.

*Projects prioritized per Inspection Report #20496-IL Crossroads Environmental:
"Deteriorated paint on the exterior of the home/Removal of loose/flaky paint and re-painting and/or wrapping with is vinyl is recommended."*

SECTION ONE: LEAD SAFE SPARTANBURG WORK OUTLINE

Siding

- 1) All the lead that is noted on the exterior siding will be enclosed by:
 - Ty-Vek or equal brand paper covering all exterior siding with paper rolled under and attached at the base to retain over time any falling lead chips
 - Cover entire exterior with second layer of styrene backing and "Caution Lead Paint" will need to be stenciled or applied using pre-stamped stickers or lead caution tape every 3 ft. in every direction. This item is MANDATORY. Spray painting the words is not acceptable
 - Owner will choose a vinyl color from in-stock siding at Lowe's or Home Depot or an equivalent product of similar quality from the Contractor's supplier.
Premium grades are not eligible
- 2) Professional wrapping of all exterior window casing by means of vinyl, or aluminum with paint stabilization of all wooden components that cannot be feasibly wrapped. Caulking will be needed to close all open cuts, corners, or framing
- 3) Install left and right-side roof gutters and downspouts

Item #1 Total amount for vinyl siding, gutters related components and labor \$_____

Front Porch

Current cross member 2 X 4's will be replaced with pressure treated railings and painted with two coats of paint to match the chosen vinyl siding. Current 4 X 4's supports will be checked for structural integrity and upgraded if necessary

Item #2 Total amount for removal of former railings, installation of new railings and painting:
\$_____

SCOPE OF WORK CONTINUED

SECTION TWO: HEALTHY HOMES SPARTANBURG WORK OUTLINE

HVAC

Install Complete all new Exterior Packaged Heat Pump System 14+ Seer

Provide heating and cooling load calculations and proposed distribution system layout

Install must be to current 2018 or later IBC and mechanical code

Install minimum 14 Seer; air-to air exterior packaged heat pump system to manufacturer's most recent installation guidelines

The unit must be mid-grade quality not a lower quality unit

System to include but not limited to:

All materials, labor, profit, digital thermostat, concrete pad, power, and control wiring, filter, and fan, heat strips per mfg. recommendations, ducts, vents, returns, operating and repair manual, provide two extra filters.

Provide condensation overflow drain, and pan

Provide separate power circuits for unit per code

Return filter must be inside house

Unit must be inspected and working to submit payment request

Include duct blaster testing and report and submit test results

10-year equipment warranty, one- year free service warranty must be given in writing with payment request

Item #3, HVAC Exterior Package Unit, all related equipment and labor \$ _____

Labor included for Cleaning Interior and Exterior

This house must pass an interior and exterior clearance test of the completed work with the City's Environmental Consultant before the work is considered completed and payment is made.

If the contractor fails either part of the original clearance, the Contractor will be responsible for paying for any additional tests needed for final clearance, if the Consultant deems the cause of the failed clearance is due to the Contractors inefficient cleaning practices.

TOTAL FOR ALL ITEMS LISTED (#1, 2, 3)

\$ _____

***Also note this total on the title page**

General Eligibility Requirements

To be considered contractors must be properly licensed by all Federal, State, and local regulations to perform the required work, complete all required documentation for the individual program and complete a contractor's project statement and an affidavit.

For work requiring abatement of Lead Based Paint Hazards, Contractors must have a Lead Based Paint Abatement Certification from the State of SC and employ Certified Lead Abatement Workers and/or Certified Lead Abatement Supervisors as required by law. **Contractors must attach current copies of State Abatement Contractor's Certification and a list of certified employees and/or supervisors.**

All General Contractors must be adequately insured and provide evidence of insurance. Contractor will also require that City be named as an additionally insured party in conjunction with any construction contract awarded. Contractors must attach a current Certificate of Insurance showing all coverage and liability limits for general liability and workers compensation insurance. All contractors will be required to submit a completed lien waiver request for all Subcontractors that are utilized.

City will pay contractors for completed work only and will not make deposits or down payments. City will pay contractors for completed work on a timely basis, but Contractors will need to be capable of financing construction pending reimbursement. Contractors must provide a physical company address to receive reimbursement checks and associated correspondence.

Change Orders

No Change Order request will be permitted as this is a one price completes all the work. If there are unforeseen circumstances that arise while the work is taking place, prior to any work being done, the Contractor will meet and discuss the situation with the Program Director who will decide on the course of action to be taken, with the Contractor submitting a proposal amount for the additional work which must be approved by the homeowner and the Program Director or Program Manager.

Field Verification

Field measure all structures. The City will use Spartanburg County Assessors information as a guideline, but especially in the case of new windows being involved, HUD nor the City will be responsible for Contractor ordering mistakes.

Lead Based Paint Items Disposal with Waste Manifest Receipts

The contractor must properly handle and dispose of debris containing Lead based Paint at a Subtitle D Landfill and is required to submit for verification the original receipt for the items disposed, which will be returned after verification. This would include all the removed windows and any surrounding lead painted stock/trim that would have to follow lead protocol for bagging, locating on site and waste disposal.

Improper Disposal

Improper disposal will be reported to SCDHEC. The City of Spartanburg **will not pay** a contractor any portion of the contract if improper disposal occurs. Legal action may also be taken against the contractor.

Lead Dust Control

It is the responsibility of the contractor to use HUD protocols and good judgment to control paint dust during work and meet all EPA, HUD, and OSHA regulations for its removal.

Preparation of Bid

Each bid must be submitted on the prescribed forms (contained herein). All blank spaces for bid prices must be completed in ink or typewritten, in words and/or figures, and all required Certifications must be fully completed and executed when submitted.

The lowest total BID will carry the most weight along with the contractor's experience and ability to meet the City's needs but does not guarantee the award. (See Lowest Bid)

Awarding Contracts

The City of Spartanburg shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 60 days after bid opening.

Lowest Bid

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed and scored for experience, pricing, quality of recent service, previous work history, references, State Licenses, State Registration, Insurances, Bonds, Subcontractors, Equipment Owned, Equipment Rented, Operators Experience, and Financial Stability. The City at its sole discretion will decide after a review which contractor, if any is responsive to the RFP.

Bid Submittal

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

Please submit BOUND this entire RFP one (1) original and one (2) copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Sealed Bid for all Services"

Table A: Complete Table A Fee Schedule

Table B MANDATORY REQUIREMENT: List the Sub-contractors you plan to use for this City/Federal project. If none, put your company name at #1 and sign off at the bottom of Table B. If this information is not listed, your bid will be deemed incomplete and not accepted.

Table C MANDATORY REQUIREMENT: List the Vendors you plan to use for this City/Federal project. If none, put your company name at #1 and sign off at the bottom of Table C. If this information is not listed, your bid will be deemed incomplete and not accepted.

Table D: Complete Table D, References

Immigration Reform Act: Read and Sign

Insurance Requirements: Read and Sign

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

YOUR FINAL PAYMENT WILL BE DELAYED AND ANY ADDITIONAL COST WILL BE DEDUCTED FROM YOUR ORIGINAL BID PRICE IF THE WORK IS REASSIGNED.

Company Name

Company Physical Address

Owner/ Manager Name

Owner/ Manager Signature

DATE

Cell Phone

Email

TABLE B
Listing of Project Sub-Contractors
MANDATORY REQUIRED LISTING

Per HUD Protocol for Sub-Contracting, list all Scope of Work-related contractors for this project. If none are necessary for this City/Federal Request For Proposal, just list your company for #1 and sign off at the bottom of this sheet. If the status of the subcontractors \changes before or during this project, Neighborhood Services must be made aware in writing (email) of any changes or additions of sub-contractors prior to the completion of the project for full payment to be made.

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

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

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

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

Company Name

Contractor/Owner Signature

Date

TABLE C
Listing of Project Vendors
MANDATORY REQUIRED LISTING

Per HUD Protocol for Lead Related Projects, list all Scope of Work-related Vendors for this project.

If none are necessary for this City/Federal Request For Proposal, just list your company for #1 and sign off at the bottom of this sheet. If the status of the Vendors changes before or during this project, Neighborhood Services must be made aware in writing (email) of any changes or additions of those vendors prior to the completion of the project for full payment to be made.

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

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

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

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

Company Name

Contractor/Owner Signature

Date

TABLE D

References

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

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

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

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

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

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

Company Name

Contractor/Owner Signature
Immigration Reform Act

Date

Each Contractor and Sub-Contractor must complete one of these forms.

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 Name

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.

Name of Contractor or (Subcontractor, etc.)

By

Date

CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUB CONTRACTORS
AND ALL VENDORS
September 30, 2010

**NOTE: DO NOT BID ON THIS PROJECT IF YOU CAN NOT MEET THE FOLLOWING
INSURANCE REQUIREMENTS!**

Each sub-contractor must also complete this form and furnish a Certificate of Coverage.

CONTRACTOR'S LIABILITY AND OTHER INSURANCE: The Contractor 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's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below or required by law.

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

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

This insurance shall include coverage for products/completed operations, 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 \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC, and corporate officers will not be excluded from coverage.

The Contractor shall provide the 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 canceled, 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's general liability policies.

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

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

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

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

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

I will maintain the insurance requirements during all related work.

Company Name	Owner/ Manager	Date
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SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7

Company Name

Contractor or Owner

Date

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

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

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

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected 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 sub recipient 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 sub recipient 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 sub recipient 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 sub grants 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.

Exhibit C
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 HEREBY 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: _____ day of _____, 20__.

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

