

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

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to renovate a portion of the Spartanburg Opportunity Center located at 701 Saxon Ave.

Proposal No: 2021-02-02-02

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 vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

Pre-Bid: Tuesday, January 26, 2021 at 9AM at the site,

Sealed Bids Due Tuesday, February 02, 2021 no later than 3 PM. 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 Training Room.

Technical question regarding the scope of services should be directed to Lynn Coggins, Construction Project Administrator, and 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

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 consisting of all pages and one copy must be submitted back to City, or your bid will be considered incomplete and will be eliminated.

1. Present one price for all work.
2. Contractors must have or obtain a City License.
3. General Contractor and all sub-contractors must have or obtain City License and SC State License.
4. Contractors and all subcontractors must be fully insured per City's insurance requirements.
5. Must have three years of experience in Residential and Light Commercial Buildings and know the regulations and protocol.
6. Must submit six references for work completed in the last twelve months.
7. Management Companies (jobbers) (shoppers) who subcontract other companies to perform their work do not qualify.
8. Return entire RFP bound, all pages, signed or initialized, and two copies.
9. Contractor must use someone on the City's approved street cut list from the building officials office to cut a street. They must be bonded/permitted to cut City and County and State streets.
10. The actual work of the structure cannot be subcontracted, the bidder must own a sufficient amount of dependable equipment and have enough personnel to complete the work in the 60 day time period required by the City.
11. The contractor will receive a NOTICE TO PROCEED from the Project Manager prior to the starting with a start date and a date to be completed.
12. **Work Time Schedule:** Acceptable working time is 7AM to 7PM
13. **Pre Bid Conference:** The pre-bid conference is mandatory however, if you do not attend the pre-bid conference and miss important information you are still responsible for information you missed.
14. **Contract:** The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract.
15. **Liquidated Damages: Liquidated damages for non-compliance of a late or incomplete contract will be deducted at \$100.00 per day and will be deducted from the original contract amount.**

MEASURING WORK

Measure all items you are responsible for the work to be correct.

SAFE WORK PRACTICES

Use Safe Work Practices to tear down, demolish, raze, remove, and cart away all materials to appropriate dumping facility comprising of said building(s) components.

Follow safety protocols for SARS-CoV-2 and COVID-1

DEBRIE

Remove all debris of whatever charter arising from the demolition of the building(s) including all contents demolition debris, debris in the yard, out buildings and cart away to leave the entire premises cleaned to ground level and seed and straw.

FURNISH EVERYTHING NEED TO COMPLETE WORK

The Contractor must furnish everything to complete the work including but not limited to, all workers, equipment, trucks, tractors and related equipment and materials, labor, Insurance and Workers Compensation and all DHEC Permits and City and State Permits and State and License to complete the work.

Asbestos

If applicable, there should be no asbestos in the building, it will be tested and removed before it's assigned for demolition unless it's too dangerous to enter and work safely.

Lead Based Paint

It is very likely this house has lead based paint. The contractor must properly handle and dispose of debris containing Lead based Paint at a Subtitle D Landfill.

Dust Control

It is the responsibility of the contractor to use good judgment to control dust during demolition and keep complaints to a minimum. Use wet demolition practices if needed. If there is a problem with dust accumulating on other exterior property, the contractor will clean the exterior of property real or personal.

Locations of Utilities

The contractor is responsible for calling a utility locater before starting work.

Recycling Building Materials

The City of Spartanburg encourages contractors to recycle as much demolition debris as possible **Asbestos covered material or materials containing asbestos cannot be recycled.** It must be handled per DHEC Regulations.

Original Waste Manifest Receipts

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

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.

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 not the unit prices along with the contractor's ability to meet the City's needs.

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 90 days after bid opening.

Lowest Bid

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed and scored for experience, pricing, quality of recent service, previous work history, references, State Licenses, State Registration, Insurances, Bonds, Subcontractors, Equipment Owned, Equipment Rented, Operators Experience, and Financial Stability. 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 (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Sealed Bid for Building

BIDDERS INFORMATION

Company Name

Owner or Company Representative Signature

Company Address

Cell Phone

Office Phone

Email

Federal Tax ID # or Social Security #

WORK TO PREFORM

Measurements

The measurements listed below are ONLY ESTIMATES, it's the contractor's total responsibility to measure and build to the owner needs.

INTAKE COUNTER

COUNTER TO BE CUSTOM BUILT FOR AREA INCLUDING BASE, LAMINATE COUNTER TOP, SHELVES, DRAWERS, SHIELDS AND DESIGNED BUILT FINISHED AND INSTALLED

- 1 COMPUTER COUNTER 18.9 in W x 32in Hi x 27 deep \$ _____
- 1 OPPOSING COUNTER 12.6 in W X 2FT W X 4ft deep \$ _____
- 6 COVID SHIELDS with cutout plexi glass 24in x24i \$ _____
- 1 1/2 DOOR 36in \$ _____

SUB TOTAL.....\$ _____

CLOTHING CLOSET

COUNTER TO BE CUSTOM BUILT FOR AREA INCLUDING BASE, LAMINATE COUNTER TOP, SHELVES, DRAWERS,

SHIELDS AND DESIGNED BUILT FINISHED AND INSTALLED

- 1 COUNTER AND TOP 21ft w x 42in hi x 2ft deep \$ _____
- 2 counter top ends counter top ends 6ft \$ _____
- 1 shelving 24 x24 x21 in \$ _____
- 6 COVID SHIELDS plexi glass 24in x 24in \$ _____
- 1 1/2 DOOR 36 in \$ _____

SUB TOTAL.....\$ _____

LAUNDRY ROOM

SUPPLY SPECIFICATION SHEET FOR COMMERCIAL WASHER AND DRYERS YOU CAN SUPPLY AND INSTALL. ONE YEAR WARRANTY MUST APPLY ON UNITS AND BE INSTALLED TO MANUFACTUR SPECIFICATIONS

Washer and dryer Minimum specifications see attachment

\$ _____

ALL PLUMBING AND ELECTRICAL MUST BE INSTALLED FOR OPERATION

5 SETS	COMMERCIAL WASHERS AND DRYERS	\$ _____
1	COUNTER 10ft W 3ft d x 42 hi	\$ _____
6	COVID SHIELDS plexi glass 24in x 24 in	\$ _____
1	1/2 DOOR 36 in	\$ _____
1	COUNTER FOR FOLDING CLOTHES	\$ _____
SUB TOTAL.....		\$ _____

UTILITIES UPGRADING

PLUMBING INSTALLATION	\$ _____
ELECTRICAL INSTALLATION	\$ _____
SEWER UPGRADES	\$ _____
SUB TOTAL.....	\$ _____

CLASSROOM

CLASS ROOM	16 COVID DIVIDERS plexi glass 30 in x 24in	\$ _____
------------	--	----------

CASE MANAGER OFFICES

3- CASE MANAGER OFFICES	3 COVID SHIELDS plexi glass 30in x 24in	\$ _____
-------------------------	---	----------

HALL BATHROOMS-2

2	STALLS- STAINLESS match existing	\$ _____
2	TOILETS- stainless motion activated ADA height	\$ _____
2	SINKS- stainless motion activated 24in	\$ _____
2	FAUCET- stainless motion activated	\$ _____
2	SOAP- motion sensor activated	\$ _____
2	PAPER TOWELS- motion activated	\$ _____
SUB TOTAL.....		\$ _____

KITCHEN

- 1 STAINLESS COUNTERS TOPS 11.11 x 8.8 \$ _____
- 1 CABINETS MATCH EXISTING PLAN BASE AND UPPER \$ _____
- 1 PANTRY MATCH AND EXTEND WIDTH TO DOOR \$ _____

SUB TOTAL.....\$ _____

ALL STAINLESS APPLIANCES

- 1 REFRIGERATOR, RESIDENTIAL GRADE COUNTER DEPTH TWO DOOR 30SF \$ _____
- 1 STOVE, RESIDENTIAL GRADE COUNTER DEPTH \$ _____
- 1 DISH WASHER, STAINLESS FRONT AND INTERIOR \$ _____

SUB TOTAL.....\$ _____

LIGHTING

Upgrade all lighting fixtures in office and bathrooms and hall areas to LED fixtures and bulbs
\$ _____

PROJECT TOTAL COST\$ _____

Immigration Reform Act

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 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 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.

I can and will maintain the insurance requirements during all related work.

Company Name

Owner or Sub Contractor Signature

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 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 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
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

(signature)

By: _____

(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

Exhibit G

GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

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

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

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

Exhibit E

EXPERIENCE/ REFERENCES

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

1. Name of Project: _____
Owner/Engineer: _____
Telephone No. _____
Address: _____
Date Started: _____
Date Completed: _____
Value of Contract: _____
Project Description: _____

2. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

3. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

4. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

5. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

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: _____

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

