



**Legal Notice**  
**Request for Proposal**  
**Slide Gate**  
**Proposal No: 1920-06-09-01**

**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’s Transit Operations is respectfully requesting sealed bids from interested parties/vendors to supply materials and labor to install Slide Gate Operators.

**Proposal No: 2021-06-09-01**

As follows:

- 2 ea. Liftmaster Model No. 585 480 Volt Three Phase Slide Gate Operators ( or equivalent )
- 1 ea. Exit Loop
- 3 ea. Safety Loops
- 1 ea. IRB4X Transmit Receive Type Photo Eyes ( or equivalent )
- Adjust Existing Gate and Rollers
- Replace/Install new entry key pad

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.

There will be a pre-bid at Spartanburg’s Transit Operations, located at 150 Airflow Drive (Outside), Spartanburg, SC 29306, July 7, 2020 at 10:00 AM. **OUTSIDE**. Please remember due to the COVID-19 concerns we must remain vigilant about **social distancing practices**. In this season of uncertainty, there is the need to put your and our employees safety first. We practice appropriate physical separation (**six feet or more**) as we go about our work. Please wear Masks.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, July 21, 2020, , no later than 3PM**, City Hall, 145 West Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

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

City of Spartanburg  
P. O. Box 5107  
145 West Broad Street  
Spartanburg, S. C. 29304  
Attn.: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

**The following Proposal Number Must be placed on the outer envelope in order for the bid to be stamped in as accepted on time: Proposal No: (Slide Gate) 2021-07-21-01.**

## **SCOPE OF WORKS**

• The purpose of this scope of work is to define what is being requested to Install:

- 2 ea. Liftmaster Model No. 585 480 Volt Three Phase Slide Gate Operators
- 1 ea. Exit Loop
- 3 ea. Safety Loops
- 1 ea. IRB4X Transmit Receive Type Photo Eyes
- Adjust Existing Gate and Rollers
- Replace/Install new entry key pad

Electrical Fee to Provide, Install Power, and Wire Operators and Controls

The wiring will need to be run back to the electrical panel located in the electrical room.

- The successful bidder will disassemble/tear down slide gates, rewire openers and controls. All materials removed will be responsibility of the successful bidder.
- Upon award of bid to successful contractor, a Notice to Proceed will be executed pending ordering of materials. The Notice to Proceed shall be approved by SPARTA for date of start.
- The project will consist of two sections of perimeter fencing in need of replacement. For purposes of this identification the two sections will be known as the following: Main Entrance and Fuel Island Entrance. A Site Plan is attached to this RFP and is labeled accordingly. It is known as ATTACHMENT A.

## **SPECIFICATIONS**

### **Main Entrance**

The successful bidder shall repair entry fence to where the gate shall open and close smoothly. Existing opener shall be replaced and brought up to current standards.

### **Fuel Island Entrance**

The successful bidder shall repair entry fence to where the gate shall open and close smoothly. Existing opener shall be replaced and brought up to current standards.

## **EXPERIENCE**

- The successful bidder shall have been in the business of installing fencing for a minimum of 5 years. References and relevant experience will be part of the final evaluation process.

## **SERVICE REQUIREMENTS**

- It will be the contractor's responsibility to inspect the site and be responsible for all electric, trenching, back filling, concrete removal, etc. and removing any and all extra material including dirt that is deemed not necessary by SPARTA.
- The contractor is to supply all necessary information for obtaining and will be responsible for obtaining on behalf of SPARTA all digging permits, building permits, etc. from both local, state, and federal governmental entities required in order for SPARTA to be compliant with local, state, and federal codes regarding this project.

- State Laws passed requiring notification and marking of underground items before digging on a construction project using mechanized equipment or hand tools are a requirement of this project. Failure to not do so can result in penalties which will not be the responsibility of SPARTA. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to be performed. It is not the responsibility of SPARTA to indicate laws or applicable regulations for the location of the work and is the responsibility of the Contractor(s) to obtain a full understanding of the conditions and requirements, laws and procedures for the work in the location the work is to be completed.



**TABLE A**  
**SPARTA**  
**BID SUBMITTAL FORM**  
*Price Page*

**RFP Slide Gate Proposal No:**  
**2021-06-09-01**

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

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

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

2 ea. Lift master Model No. 585 480 Volt Three Phase Slide Gate Operators ( or equivalent )			
1 ea. Exit Loop			
3 ea. Safety Loops			
1 ea. IRB4X Transmit Receive Type Photo Eyes ( or equivalent)			
Adjust Existing Gate and Rollers			
South Carolina Sales Tax			
Labor			
<b>Total</b>			

**COMPANY NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

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

Print Name: \_\_\_\_\_

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

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

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Please remember due to the COVID-19 concerns we must remain vigilant about social distancing practices. We can open the bids publicly, however, all persons that are attending are required to wear masks, have temperatures checked and sanitizer hands before entering the room. All attending the bid opening will be required to sit six feet apart.**

## Transmittal Memo

1. Legal Name of Proposing Firm: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_
3. Specify Public or Privately Owned: \_\_\_\_\_
4. Name, Address, Telephone Number of Person to Contact for Additional Information:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address \_\_\_\_\_
5. Name, Address, Telephone Number of Person to Contact if Bid is Awarded:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address \_\_\_\_\_

**Certification of Primary Participant Regarding Debarment,  
Suspension and other Responsibility Matters**

The Primary Participant (potential successful proposer for a major third party contract) certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- e) The Primary Participant (potential successful proposer for a major third-party contract) also certifies that, if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the City.
- f) If the Primary Participant (potential third-party successful proposer) is unable to certify to all statements in paragraphs (1) and (2) of this certification, it shall indicate so in this proposal and attach a written explanation to this certification.

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

Firm's Name: \_\_\_\_\_

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

## **Certification of Compliance with Federal Regulations**

The successful Proposer certifies to the best of its knowledge and belief, that it and its principals will be required, and hereby agrees, to comply with all applicable federal laws and regulations, including, but not limited to the following:

### **1. ENERGY CONSERVATION REQUIREMENTS**

The Proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **2. CLEAN WATER REQUIREMENTS**

The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Proposer agrees to report each violation to the FTA and the appropriate EPA Regional Office.

The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA).

### **3. LOBBYING**

Proposers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

### **4. ACCESS TO RECORDS AND REPORTS**

The Proposer agrees to maintain all books, records, accounts and reports required under any awarded contract for a period of not less than three years after the date of termination or expiration of any awarded contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until *TRANSIT SYSTEM NAME*, the FTA, the Comptroller General, or any of their duly authorized representatives, has disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

### **5. CLEAN AIR**

The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. § 7401 et seq. The Proposer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- a. The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.



**6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Proposer acknowledge and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to any awarded contract and shall not be subject to any obligations or liabilities to any other party (whether or not a party to that contract) pertaining to any matter resulting from such contracts.

The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Proposer who will be subject to its provisions.

**7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which such contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-Proposer who will be subject to the provisions.

**8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Any person who is debarred, suspended or voluntarily excluded may not take part in a Federally-covered transaction, either as a participant or a principal during the period of debarment, suspension or voluntary exclusion. Accordingly, neither FTA nor its recipients may enter into any transaction with such debarred, suspended or voluntarily excluded persons during such period. A certification process has been established by 49 CFR, Part 29 as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a Federally-assisted project. Each proposer

must provide to the City as part of the proposal a signed certificate, found in *Attachment B, Required Forms*, in compliance *with* 49 CFR, Part 29.

## 9. PRIVACY ACT

The following requirements apply to the Proposer and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Proposer agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government. The Proposer understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Proposer also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 10. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(C) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the policy of the City to provide minorities and women equal opportunity for participation in all aspects of the City's contracting programs. The recipient of this contract will comply with the Minority and Women's Business Enterprise Plan of the City, as amended from time to time. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, will have the maximum opportunity to participate in the performance of the contract to be derived from this RFP. Since the contract will be financed in whole or part with federal funds, DBE requirements in 49 CFR, Part 26 apply to this contract.

## **12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the transit system to be in violation of the FTA terms and conditions.

## **13. ENVIRONMENTAL PROTECTION**

The Proposer agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

**14. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)**

The Proposer agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Proposer also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (2) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (3) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (5) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (6) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (7) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (8) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (9) Any implementing requirements FTA may issue.

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

Firm Name: \_\_\_\_\_

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

# PROTEST PROCEDURES

## Authority to Resolve Protested Awards – Actual Bidders-Proposers

- a. Any actual bidder or Proposer who is aggrieved in connection with the intended award or award of a contract shall protest to the City Manager in the manner stated under Subsection “b” of this section within ten (10) calendar days of the date of notification of award posted in accordance with this policy.
- b. **Protest Procedure:** A protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and relief requested with enough particularity to give notice of the issues to be decided.
- c. **Authority to Resolve Protest:** The City Manager in coordination with, and under the advisement of the City Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an actual aggrieved bidder, offeror, or a Proposer concerning the award of a contract.
- d. **Decision:** If the protest is not resolved by mutual agreement, the City Manager in coordination with the City Attorney shall issue a decision in writing within ten (10) days after receipt of the protest. The decision shall state the reasons for the action taken.
- e. **Notice of Decision:** A copy of the decision under Subsection “d” of this section shall be mailed or otherwise furnished immediately to the protestant and any other intervening party.
- f. **Failure to Render Timely Decision.** If the City Manager does not issue the written decision required under Subsection “c” of this Section within a reasonable time after written request for a final decision or within such longer period as may be agreed upon by the parties, then the Proposer shall proceed as if an adverse decision has been received.

