



Legal Notice

*Request for Qualifications
for*
**BROWNFIELDS ASSESSMENT
& CLEANUP**

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

Request for Qualifications for Brownfields Assessment & Cleanup Project Consultant RFQ# 1718-09-05-01

NOTICE IS HEREBY GIVEN – The City of Spartanburg, SC (City) is seeking a qualified environmental consulting or planning firm through this request for qualifications (RFQ) to pursue Brownfields Assessment and Cleanup Grants from the US Environmental Protection Agency (EPA). The firm chosen will assist the City in securing EPA and other Federal or State grants for the assessment, cleanup, or redevelopment of brownfield properties as well as the implementation of environmental assessment (Phase I and Phase II), remedial planning, community outreach, and other environmental or planning components of grants for which funding is secured.

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. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City’s M/WBE goal of 10%.

The City of Spartanburg reserves the right to reject any and all Qualifications or to waive any informality in the bidding. Bids may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidder(s), prior to awarding of the Contract.

RFQs must be delivered to the Office of Procurement, Office address below, or mailed to the mailing address below. **Facsimile and other electronic forms of proposal will not be accepted.** All requests for qualification must be received by: **300 PM, EST, September 5, 2017** and then will be publicly opened. Sealed RFQs are subject to the conditions and all provisions set forth herein and attached.

Complete package also available at <http://www.cityofspartanburg.org/bid-opportunities>

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
RFQ# 1617-07-11-01

Request for qualifications - BROWNFIELDS ASSESSMENT AND CLEANUP
Firm’s name and address should appear on the envelope.

Deadline Enforced

Proposals or withdrawal requests, received by the Procurement Division after the time and date set for receipt of Proposals, are late and **WILL NOT** be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer’s responsibility to ensure timely receipt by the Purchasing Department of a Proposal.

Proposal Submittal Documents Checklist:

Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

INCOMPLETE INFORMATION OR UNSIGNED RFQ WILL BE REJECTED IMMEDIATELY WITHOUT RECOURSE.

All Eight (12) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. Cover Sheet give bidder information (Exhibit A)
2. Authority to execute an contract (Exhibit B)
3. Conflict of Interest Disclosure (Exhibit C)
4. Evaluation (Exhibit D)
5. Drug Free Workplace Act Statement (Exhibit E)
6. Experience/ References – (Exhibit F)
7. AFFIDAVIT OF NON-COLLUSION (Exhibit G)
8. Debarment statement (Exhibit H)
9. Good Faith Efforts. (Exhibit I)
10. Page 10 CERTIFICATION OF NON-SEGREGATED FACILITIES (Exhibit J)

The Winner must:

1. Provide a certificate of insurance –
2. Provide worker's compensation documents
3. Sign the City of Spartanburg Standard Contract
4. Provide a City of Spartanburg business license link- http://www.cityofspartanburg.org/cms_assets/business_licensing/BL%20App%202016.pdf

Cover Letter

<p>REQUEST FOR QUALIFICATIONS BROWNFIELDS ASSESSMENT AND CLEANUP PROJECT RFQ# 1718-09-05-01</p>			
		Date	
Firm's Name		Email Address	
Address		Phone #	cell #

The principal(s) and staff of the firm

Principle and or Staff's Name	Title	Year of Experience	Attach Document stating experience

REQUEST FOR QUALIFICATIONS FOR

BROWNFIELDS ASSESSMENT AND CLEANUP PROJECT CONSULTANT

1.0 INTRODUCTION

The City of Spartanburg, SC (City) is seeking a qualified environmental consulting or planning firm through this Request for qualifications (RFQ) to pursue Brownfields Assessment and Cleanup Grants from the US Environmental Protection Agency (EPA). The firm chosen will assist the City in securing EPA and other Federal or State grants for the assessment, cleanup, or redevelopment of brownfield properties as well as the implementation of environmental assessment (Phase I and Phase II), remedial planning, community outreach, and other environmental or planning components of grants for which funding is secured.

The City of Spartanburg's intent for this contract is securing one or more EPA assessment grants as part of the annual EPA Brownfields Grants Program. This solicitation is being issued in part to comply with Federal procurement standards outlined in CFR §31.36 that are applicable to the hiring of consulting firms to assist communities with grants awarded by the EPA.

Respondents to this RFQ are specifically directed not to contact any City staff member other than the contacts indicated below. It is suggested that you send a single email inquiry if there are multiple questions concerning the scope of professional services required. Upon selection of the consultant, a City staff member will be assigned as the Project Manager as the main contact for project management.

1.2 Background Information

Brownfields are defined by the EPA as:

“Real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.”

The purpose of pursuing the EPA Brownfields Assessment Grant is to conduct Phase I and Phase II Environmental Site Assessments (ESAs) at brownfield sites within the City of Spartanburg. The objective is to focus on the redevelopment of properties central to the support and achievement of the goals set out in the Northside Master Plan, and in conjunction with other upcoming redevelopment opportunities and prospects. While the number and location of brownfield sites within the City are presently undetermined, areas of opportunity include the Northside and Highland Neighborhoods, individual properties in the West Main Street Corridor between the railroad line and the intersection with West Saint John Street/ John B. White Sr. Boulevard, individual properties along the Union Street corridor, and other areas within the City and a one-mile radius from jurisdiction limits. One outcome of the EPA assessment grants, if secured, will be to develop an inventory and other information related to these sites to allow for more effective planning by the City in furthering their assessment, cleanup if necessary, and redevelopment.

The vision for these areas is to reverse the trend of decline, address blighted areas, and capitalize on economic development opportunities to create jobs, and stabilize and improve residential neighborhoods through thoughtful reinvestment practices from the public and private realms. The City of Spartanburg

has experienced success through key brownfield redevelopments, including the complete renovation and occupation of the Beaumont Mill and the in-progress daylighting of the Butterfly Creek, located in the Northside Neighborhood. The City seeks to build upon these successes to further accomplish community goals and encourage redevelopment and reuse of vacant and dilapidated properties.

The City is seeking professional services from qualified and experienced consultants to assist with the application, management, and execution of this grant. Any awarded grant funds will be used to conduct Phase I and Phase II Environmental Site Assessments at priority sites, to perform health monitoring activities, and to conduct cleanup and redevelopment planning of assessed brownfield properties.

The consultant will need to have demonstrated experience and success with the All Appropriate Inquiries Final Rule (40 CFR 312), ASTM E1527-05, ASTM E1903-11 and Environmental Site Assessment (ESA) Standard practices when performing Phase I and Phase II Environmental Site Assessment (ESA's). Qualifying firms must demonstrate experience in managing EPA Brownfields Assessment Projects within EPA Region 4 and South Carolina.

2.0 SCOPE OF SERVICES

The City is seeking professional consulting services from qualified firms or individuals to assist in a wide range of potential management, assessment, and planning services. The scope of work is anticipated to include:

- Assisting the City with the preparation of application for the EPA Community-Wide Assessment Grants
 - Provide assistance with revision and resubmittal of application(s) as part of the competition, if the one or more of the initial applications is unsuccessful;
 - Providing assistance with development of the EPA-required project work plan(s) for applications that are successful
 - Preparing and maintaining schedules and budgets for assessment or cleanup activities;
 - Conducting site assessment studies and preparing appropriate technical reports required by the EPA
 - Conduct field investigations including sample collection and lab analysis;
 - Interviewing neighboring property owners;
 - Evaluating cleanup options and risk assessment analysis and costs
- Provide Technical Assistance and Review
 - Ensure all grant activities meet compliance with EPA requirements;
 - Serve as technical liaison between the City, the South Carolina Department of Health and Environmental Control (SCDHEC), and the EPA;

- Negotiate assessment and clean-up requirements on City's behalf with SCDHEC and EPA;
- Assist with preparing and negotiation Voluntary Cleanup Contracts with SCDHEC, as needed;
- Assist with notification of state and federal agencies;
- Assist in the prioritization of a portfolio of potential brownfield properties in the City.
- Participate in public and team meetings as needed to address technical issues;
- **Oversee completion of Phase I and Phase II Environmental Site Assessments for petroleum and hazardous waste.**
 - Prepare a Quality Assurance Management Plan (QAMP) according to EPA requirements;
 - Provide quality control of Environmental Site Assessments;
 - Prepare property profile forms at sites designated for assessment activity.
 - Oversee completion, including subcontracting, of Phase I Environmental Site Assessments at designated sites according to the American Society for Testing and Materials (ASTM) standard # 15;27-13 and EPA's All Appropriate Inquiries Rule
 - Oversee completion, including subcontracting, of Phase II Environmental Site Assessments at designated sites according to the site-specific Quality Assurance Project Plan (QAPP), EPA, SCDHEC, and ASTM Standard E- 1903-11;
 - Develop analysis of Brownfields Cleanup Alternatives (ABCA) for sites requiring Phase II assessments
 - Develop integrated cleanup and redevelopment plans as needed for designated sites using risk-based corrective action.
 - As stipulated in the Cooperative Agreement with US EPA, invoices should list costs site-specifically, as well as include an overall programmatic task to include costs that would be shared across all sites such as generic QAMP development.
 - To the greatest extent possible hire or use subcontractors that have staff from local workforce development programs.

2.1 Schedule

The estimated grant submission deadline is estimated to be December 1st, 2017. Estimated time for the completion of the project is 3 years; however, based on site identification and completion of assessments, this time may be shortened.

The City of Spartanburg will execute a contract with the selected consultant upon execution of a Cooperative Agreement with US EPA.

2.2 Project Deliverables

The selected Contractor will deliver the following reports/plans to the City as a part of this project:

- a. Quality Assurance Management Plan to be completed within 4 months of contract award
- b. Quarterly Progress Reports to the City of Spartanburg no later than 5 days after the end of the quarter detailing:
 - 1) The number of Phase I and II Assessments and an outcome summary of each site assessed
 - 2) All state and federally required forms and reports to be completed as part of the assessments
 - 3) Amount of funds spent on each site per EPA requirements
 - 4) An electronic copy of high resolution photos for each site
- c. Complete electronic and hard copy of each Site Assessment Report, including any associated reports required to complete the assessment (such as site- specific Quality Assurance Project Plans, Health and Safety Plans, etc.)
- d. Cleanup and Redevelopment Plans, including electronic copies of any Analyses of
 - i. Brownfield Cleanup Alternatives completed
- e. Guidance on developing a web-based Site Inventory for public access

3.0 SUBMISSION REQUIREMENTS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING: Those firms interested in providing professional services for this project must submit one (1) unbound Original, and three (3) bound copies of their proposal and the proposal must include the items specifically enumerated in section 3.2.

3.2 Proposal Development

a. Required content of proposal:

The detailed requirements set forth in the **Proposal Format** are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFQ and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the Firm selected for contract award will form the basis for negotiation of a contract. The City of Spartanburg reserves the right to issue a contract without further negotiation using the information contained in the RFQ. Failure of a prospective Firm to accept this method of contract development will result in cancellation of the award.

b. Proposal format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

1) Transmittal Letter:

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- a) The RFQ subject and number.
- b) Name of the firm or team responding, including mailing address, e-mail address, telephone number, and names of contact person.
- c) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.

2) Consultant Qualifications and Capabilities

- a) Describe the qualifications and capabilities of the consultant as they relate to the management of Phase I and II assessments as specified in the ASTM Standards. The consultant will need to have a good working knowledge of ASTM Phase I and Phase II Environmental Site Assessment requirements and EPA requirements and regulations. Qualifying firms must

Demonstrate experience in managing EPA Brownfields Assessment Projects within EPA Region 4 and South Carolina.

b) Identify and include qualifications of Key Staff to be associated with the project, and identify those staff to be responsible for day-to-day communications with City staff. Resumes shall not exceed 3 pages in length. Project staff must meet all local, state, and federal requirements to perform work. Certified or licensed professionals (e.g. Professional Geologist, Professional Engineer, SC Certified Lab, Certified Well Driller, etc.) must be used to perform work as required.

c) Provide hourly rates for all personnel assigned to the project.

3) **Sub-consultant Selection and Management Process**

a) Describe the methods by which the firm will solicit and assist with the selection of sub-consultant to complete the ESAs.

b) Discuss how costs will play a competitive role in the selection process.

c) Detail the methods to be used to ensure consistent and complete reporting of the sites accessed and outcomes of the assessments.

d) Briefly detail how this hiring process utilizes local workforce training programs, and complies with state and federal standards regarding MBE/WBE. Specify if the consultant is a MBE/WBE.

4) **Cost Efficiency**

a) Describe the Technical Approach that will be used to complete the tasks described in this RFQ.

b) Discuss the methods by which the firm will achieve the maximum number of site assessments within the grant award amount being pursued.

c) Provide details about the number of Phase I and Phase II assessments expected to be completed, and include anticipated cleanup/ redevelopment planning activities.

d) The budget for the scope of services included in this RFQ is limited to the funds provided through the EPA grant. The consultant will be required to complete all project requirements within the scope of these funds. No additional funds are available for the project and the City of Spartanburg's total obligation to the consultant shall in no even exceed the total of these funds.

5) Past Project Experience

Include project summaries for three (3) EPA Brownfield Assessment projects completed/ongoing in EPA Region 4 and/or South Carolina. Example projects must demonstrate the consultant’s experience and capabilities to manage and execute the completion of all components of EPA Brownfield Projects. Include details about the role the firm and the proposed team members played in organizing sub-consultants, as well as experience in federal reporting. Summarize the scope of work, and provide client contact information.

4.0 PROPOSAL EVALUATION CRITERIA

The City Staff Team will evaluate proposals based on the factors outlined within this RFQ, which shall be applied to all eligible, responsive proposals in selecting the successful Firm. The City Team reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any proposal may be made without discussion with Proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

Exhibit D

Category	Maximum Points
Consultant Qualifications and Capabilities	30
Sub-consultant Selection and Management Process	30
Cost Efficiency	30
Past Project Experience	10
Compliance with City’s Minority & Womenowned business goals	5
Proposal Evaluation Total	105

5.0 SELECTION PROCESS

A selection committee composed of City of Spartanburg employees shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms given consideration to information provided in the proposals. The City shall have the right to designate a “short list” of qualified proposer’s based on the above initial evaluation scores. These vendors will be considered “finalist” and may then be requested to appear before the Selection Committee for oral and visual presentations as applicable. Final selection will be made subsequent to such meetings, if held.

6.0 CONTRACT NEGOTIATION

During the contract negotiation phase the selected Consultant will be responsible for developing and submitting a detailed Project Scope, proposed Time Schedule, and their proposed fees. The information provided by the selected Consultant shall be consistent with the requirements of this RFQ and is subject to approval by the City of Spartanburg. Once the negotiation phase is complete such information will be included in the contract documents.

7.0 POINT OF CONTACT

Natalia C. Rosario

Senior Planner, City of Spartanburg Planning Department

Office: (864) 596.2071

Email: nrosario@cityofspartanburg.org

Cell: (864) 612.4257

Exhibit B
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):

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

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing body) of _____ does hereby approve and authorize _____ 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: _____

**Exhibit D
EVALUATION / AWARD CRITERIA**

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City of Spartanburg reserves the right to determine whether this information should be exempt from disclosure.

City of Spartanburg shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to City of Spartanburg, based on the following factors listed below.

The evaluation criteria will be:

Category	Maximum Points
Consultant Qualifications and Capabilities	30
Sub-consultant Selection and Management Process	30
Cost Efficiency	30
Past Project Experience	10
Compliance with City's Minority & Women owned business goals	5
Proposal Evaluation Total	105

Award Criteria:

City of Spartanburg shall evaluate each of the Proposals using the criteria set forth in **Exhibit D** attached hereto. The City reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The City of Spartanburg is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, and quality of service, ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At the City's discretion, one or more firms may be engaged for this work.

Representatives of City of Spartanburg will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with City of Spartanburg may be considered as an unqualified source and their proposal may be rejected. City of Spartanburg reserves the right to exercise this option as is deemed proper or necessary.

Exhibit C
CITY OF SPARTANBURG, SC
Bidder Conflict of Interest Disclosure Form
PROJECTS WITH FEDERAL FUNDING REQUIREMENTS

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

No **Yes**

Conflict of Interest

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

- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg in writing specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.

Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City of Spartanburg. Claims for sums of money due, or to become due from the City of Spartanburg pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of Spartanburg is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City of Spartanburg and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Spartanburg harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City of Spartanburg harmless in every respect against tax liability.

Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by the City of Spartanburg to comply with all Federal, State and local law reporting requirements.

Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development if applicable. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

Davis Bacon Requirements

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

Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City of Spartanburg shall be addressed as provided in the contract.

Cancellation

Irrespective of any default hereunder the City of Spartanburg may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

Laws

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

Contract Documents

Written contract documents will be prepared by the City of Spartanburg. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular procurement or contract.

CERTIFICATION

I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.

Name of Authorized Official Title of Authorized Official Date

Signature Phone Email Address

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

_____ (Print name)

Title: _____

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- A. Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- B. Have have not within a three-year period preceding award of this consulting agreement 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 statements, or receiving stolen property;
- C. Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- D. Have have not within a three-year period preceding award of this contract agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Consultant Signature

Date

Typed or Printed Name

Exhibit F

EXPERIENCE/ REFERENCES

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

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

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

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

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

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

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 I

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 appraised 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

Exhibit I.1

MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and **included in your bid document**. This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

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

MWBE SUBCONTRACTORS

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

MWBE CLASSIFICATION			
MBE-B - African American	MBE-S - Asian American	MBE-H - Hispanic	
American WBE - American Woman	MBE N/A - Native American		

NON-MWBE SUBCONTRACTORS

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

Debarment Statement

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

MATTERS Contractor certifies to the best of its knowledge and belief, that it and its principals:

- A. Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- B. Have have not within a three-year period preceding award of this consulting agreement 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 statements, or receiving stolen property;
- C. Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- D. Have have not within a three-year period preceding award of this contract agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Consultant Signature

Date

Typed or Printed Name

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

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

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

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

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

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

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

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

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

**All emailed Certificates of Insurance can be forwarded to:
kbooker@cityofspartanburg.org

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

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

**City of Spartanburg Limits and 1 Mile Buffer
Proposed Project Area**

