



Legal Notice

Request for Proposals New Residential Structure

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

May 18, 2022

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to build a residential structure in the City of Spartanburg, located at **426 Bethlehem Dr. Spartanburg, SC.**

Proposal No: 2122-06-07--01

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

Pre-Bid: Monday, May 23, 2022 at 9:00AM at the site.

Sealed Proposals shall be submitted to Carl Wright, Procurement, and Property Manager, on or before **Tuesday, June 7, 2022 no later than 3 PM**, 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.

**CITY OF SPARTANBURG
Neighborhood Services**

Date: May 4, 2022

Owner: City of Spartanburg

Address: 426 Bethlehem Dr

Phone #: 864-596-2914

Inspected by: Lynn Coggins

GENERAL REQUIREMENTS FOR ALL JOBS

Title/Description

Construction Definitions

"Install" means to purchase, set up, test, and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment, and recoating of parts. "Reinstall" means to remove, clean, store and install a component.

Verify Quantities/Measurements

All measurements (i.e. SF of drywall or those provided w/ drawings) are for the contractor's convenience prior to a mandatory site inspection to verify all dimensions. All quantities (i.e. number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.

Work Times

Contractors and their subcontractors shall schedule working hours between 8:00 a.m. and 8:00 p.m. Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the owner.

New Materials Required

All materials used in connection with this work write-up are to be new, of first quality and without defects. If applicable, current in stock material and patterns and colors available.

1 Year General Warranty

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

Brand Names

All brand name products have been selected for their proven superior performance at reasonable cost. Material substitution requests must be made to the rehab specialist at the time of bid submission when accompanied by the manufacturer's specifications. Unless approved in writing, the specified item must be provided.

Manufacturer's Specs

All materials shall be installed in strict conformance to the manufacturer's most recent directions prior to any payment.

Permits Required

All permits including building, plumbing electric, and HVAC shall be received, posted and approved prior to payment for a component.

Final Clean

The contractor must clean the work area and site of all materials, tools, and debris.

Pilferages

The contractor will be responsible for pilferages.

Inspections

A building permit is required before starting work. All Sub-contractors will obtain their permits per City requirements

All work must be inspected and approved by the building inspection department during the course of work.

General Conditions

The general contractor and all sub-contractors will provide all necessary labor and materials and transportation to perform the complete construction of the house located at 426 Bethlehem Dr. Spartanburg, SC within this scope of work and plans and changes when needed

Utilities and Excavation

General Contractor is responsible for connection to electrical services, sewer services, and water services, including filling and covering holes and trenches, seed and straw and final grading of the lot.

Concrete

General Contractor will provide and install all concrete, stone, and brick for the building, driveway and sidewalk and steps.

Carpentry

The general contractor will provide all labor and materials for all framing, subflooring, sheathing of floors walls and roof and all finish work and cabinet work, and trim work to finish the work.

Walls

All interior walls and ceilings will be covered in sheetrock and joint compound smoothed and sanded and primed and painted owners choice of color of a light clay and all trim will be white.

Changes, Additions or Deletions

Will be handled with pre-approved change orders.

Clean-up

General contractor will keep the site as neat and clean as possible during construction and will do a final clean of the house interior and exterior and grounds.

NOTE: Updated drawings are coming

PAINTING

INTERIOR

Paint all Interior required surfaces, prime all new materials, paint all walls, ceilings, trim, doors, new sheetrock etc. Allow surface to dry, spot prime and dry coat with one coat of primer and two coats of premium acrylic latex flat paint on all walls, and semi-gloss on all trim paint per manufacturer's instructions. Prepare all surfaces including walls doors trim etc. before painting

EXTERIOR

If applicable Paint all exterior painted surfaces, prime all new materials, stabilize and paint with acrylic two coats of premium gloss acrylic latex or flat "Owners Choice"

Exterior Siding

Exterior Front will be brown tone stone, and vinyl cedar shakes

Install new dark clay color vinyl siding on three walls, two sides and, corners, and overhangs etc. owner to select pattern and color

Automatic foundation vents

Install all new automatic foundation vents

EXTERIOR – ROOFING Shingles

There should not be any dips in roof line

Cut a 1" wide vent at ridge board, install ridge vent. Install shingle-over ridge vent

Staple 15 lb felt over entire roof area.

Install preformed aluminum, drip edge, and all new vent pipe boots.

Hand or machine nail a 235lb fiberglass asphalt architectural shingle with a 35 year warranty.

Install all flashing where needed to include roof separations, chimneys etc.

ALL new wood will be painted primed and two coats

Gutters approximately

Gutters to be installed all down sides

WINDOWS

Install, ThermaStar by Pella or an **approved** equal insulated all vinyl both sides, double pane, double hung, one over one window sash, complete with screen, hardware, weather stripping.

Door – Rear Entrance, Pre-hung six panel metal

Install a prehung, metal, insulated, 4-panel entrance door and jamb including interior and exterior casing, spring metal weather-stripping, interlocking threshold, wide angle peep sight, one entrance and one mortised deadbolt keyed alike. Prime and top coat.

Door Front Entrance – Pre-hung six panel metal

Install a pre-hung, per attachment, door and jamb including interior and exterior casing, weather stripping, interlocking threshold, wide angle peep-sight, one entrance lock and deadbolt keyed alike.

All Interior doors

All standard six panel

Closets

Shelving and clothes bars in all closets

MINI BLINDS

Install 1" inch mini blinds on all windows

HVAC

Install Complete all new Heat Pump System, 15+ Seer, R410A

Provide heating and cooling load calculations and proposed distribution system layout.

Install a 15 Seer; air-to air-heat pump system to manufacture's most recent installation guidelines with a

System to include but not limited to:

All material, labor, profit, digital thermostat, concrete pad, power, and control wiring, work light, digital thermostat, filter, and fan, heat strips per mfg. recommendations, ducts, vents, returns, operating and repair manual, provide two extra filters, Provide condensation overflow drain, and pan.

Insulate all ductwork to R8.

Provide separate power circuits for units.

Owner prefers unit to be in attic. Return filter must be inside house.

Unit must be inspected and working to submit payment request

Include duct blaster testing and report

10 year equipment warranty, one year free service warranty, must be given written with payment request

Prefer unit is in attic

Electrical

Wire unit to conform to the Latest International Electric Code.

ALL LIGHT FIXTURES WILL BE LED

Install ceiling fans in all bedrooms and den with led light kits

Install LED surface mount light over showers and sinks

Present proposed lighting package

ALSO Including but not limited to the following:

New three-wire system, new switches, new receptacles, cover plates, new light fixtures in each room,

Exhaust fans in bathrooms.

Surface mount GFCI in bathroom and kitchen;

Arc fault circuits in bedrooms,

15 amp grounded receptacles on all usable walls.

Switched lights in all rooms, halls, kitchens, bathrooms, bedrooms, closets, attic, furnace areas, and all entrances.

Hard wired/battery backup smoke detectors in bedrooms and halls and second stories

Dedicated 20 amp circuits for counter receptacles in kitchen.

Dedicated 20amp circuit for washing machine;

Dedicated 20amp GFCI circuits in bathroom;

GFCI receptacle on front and rear of house;

Light, cut off, and GFCI receptacle for furnace and water heater.

Run all wires thru walls and repair all tear out.

Remove surface mounted receptacles.

Include new service entrance and distribution panel.

Electric Service – 200 Amp

Install a residential, 200-amp single phase,

Three wire electric service. Include a main disconnect, 22 circuit panel board, meter socket,

weather head, service cable ground rod and cable, water pipe bonding, Caulk exterior service penetration.

Label all circuits

Water Service

Install Water Service and Distribution Pipes to all fixtures to current Code.

Install to code a 1 inch OD PVC type water line from meter to structure and connect all fixtures with PEX line using brass metal connectors.

Includes all new water connections such as water heater hookup, and clothes washer and all potable connections

Include all labor and materials. Install, couplings, hangers, and brass cutoffs, escutcheon plates, supply lines as

required. Re-grade yard and work area, sow grass and spread straw to reestablish lawn. Contractor acquires all

permits, testing and inspections. Contractor is responsible for sidewalk and road repairs.

Sewer Service – 4" PVC

Install a new 4" PVC sewer line from structure and connect to the public sanitary sewer system. Install clean-outs as required by code, Regrade yard, sow grass seed, and spread straw to reestablish lawn. Contractor to apply and pay for all permits and road repairs.

Water Heater – 50 Gallon Electric 1-ea.

Install a 50 gallon, low profile, high recovery, glass lined, insulated to current code, double element, electric water heater with 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, pan, shut-off valve and electric supply.

LOCATION TO BE DETERMINED.

Kitchen

Kitchen Faucet –Single Control

Install a metal, single lever, washerless faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute

Kitchen Sink – Double Bowl Complete

Install a 33"x22"x9" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet with a 15 year drip-free warranty, trap, supply lines and shut-off valves.

Kitchen Cabinets and Counters

SUBMIT CAD DRAWING FOR NEW DESIGN OF KITCHEN

Install kitchen cabinets and counters, Submit a detailed cad drawing to install upper and lower cabinets and countertops, include a space for the washer and dryer.

Appliances

Purchase and install appliances, Color black, electric flat top stove, overhead microwave, 24 ft. side by side or 3 door refrigerator, dishwasher, sink disposal...

BATHROOM

See drawings

INSTALL 3 Fixtures (Commode and Lavatory and Tub all white in color with brushed nickel or stainless

Install new tub/shower full surround single piece no seams

Rough-in PVC waste and vent, and copper supply to a close coupled white commode and a

Include vanities housing a vitreous china top and a metal bodied single lever faucet in drawing.

Install a brushed metal 5-piece accessory set.

Commode to be tall elongated unit

All floors LAMINATE FLOOR COVERING

Install locking waterproof medium color oak pattern laminate floor covering through the entire house allow \$3.50sf L&M, Must be approved by City

Insulation

Insulation Ceiling, walls, crawlspace

Insulate entire house per current energy code

Insulate attic door opening

Termite Infestation Inspection

Complete total inspection and treat for termites and furnish final report. And certificate

Steps – Rear Exterior Entrance

Build new set of three steps to current code, match brick

DRIVEWAY

Install concrete driveway to grade as needed for finished level smooth surface

SIDEWALK

Install 3ft wide sidewalk from driveway to front porch and to rear patio

Seeds and straw

The entire lot will be seed and straw with Bermuda grass

**Changes to the project specifications and drawings
Updated drawings are ordered.
Your bid should reflect the changes**

Please consider the following changes and give me a quote to make the changes.

Reduce the roof pitch from 12/12 to 6/12.

Add approximately 3'6" to the length of the house that will make it approximately 41.6 ft.

With the 3.6 ft. add a hallway between the bathroom and the bedroom.

Add a 3.0 exterior door

Add steps 4.0 ft. wide for the entrance, I ordered the crawl space DWG's

Add one window on the right side bedroom on the right wall.

Add 10x10 concrete patio on rear of house

FYI: we will put the drive on the left side with a 3ft sidewalk to the front steps and carry it to the end of the house to access the new entrance and patio.

PLEASE VISIT THE FOLLOWING WEBSITE TO SEE THE HOUSE PLANS

PLAN 18-1045

<https://www.houseplans.com/plan/757-square-feet-2-bedrooms-1-bathroom-cottage-house-plans-0-garage-1025>

**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

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibits D
AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

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

Notary

My Commission Expires: _____

Exhibit G
GOOD FAITH DOCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

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

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

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

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

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT. THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

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

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

Signature: _____

Title: _____

Date: _____

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



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						\$	



