

# City of Spartanburg

Procurement and Property Division

Post Office Drawer 5107, SC 29304-1749

## Legal Notice Request for Proposal for Aircraft Tug

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**November 14, 2023**

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**NOTICE IS HEREBY GIVEN** – Spartanburg Downtown Memorial Airport (KSPA) requests proposals from Aircraft Tug distributors. The City of Spartanburg owns and operates the Airport, which an Airport Director manages.

### **Proposal Number: 2324-12-05-01**

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 Aircraft Tug purchase. The complete proposal package is also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) or <https://www.cityofspartanburg.org/295/Bid-Opportunities> by following the links for Invitations for Bids.

Any questions regarding this RFP should be directed to Terry Connorton, Airport Director, at [tconnorton@cityofspartanburg.org](mailto:tconnorton@cityofspartanburg.org); [Cwright@cityofspartanburg.org](mailto:Cwright@cityofspartanburg.org). The email subject line should read **Aircraft Tug RFP Number: 2324-12-05-01**

Sealed Proposals shall be submitted to Carl Wright, Procurement & Risk Manager, on or before **Tues, December 5, 2023, by 3:00 pm**, 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 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and a complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. A complete proposal package is also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) or <https://www.cityofspartanburg.org/295/Bid-Opportunities> 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 as accepted on time: **Proposal No: 2324-12-05-01** Spartanburg Downtown Memorial Airport

Request for Proposals  
Aircraft Tug Distributors  
**Proposal No: 2324-12-05-01**

**I. INTRODUCTION**

Spartanburg Downtown Memorial Airport (KSPA) requests proposals from Aircraft Tug distributors. The City of Spartanburg owns and operates the Airport, which an Airport Director manages. The City will enter into a purchase agreement with the successful proposer.

**II. PROPOSAL SUBMITTAL AND DUE DATE:**

The following is a schedule of events for this proposal process:

Distribution of Bidding Documents begins .....November 20 2023

Proposals Due to the City of Spartanburg Procurement & Risk Manager:..... December 5, 2023  
by 3:00 pm

Notification of Award: By..... December 12 2023

Any questions regarding this RFP should be directed to Terry Connorton, Airport Director, at [tconnorton@cityofspartanburg.org](mailto:tconnorton@cityofspartanburg.org); [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org) The email subject line should read **Aircraft Tug RFP Proposal Number: 2324-12-05-01**

Interested proposers should submit five (5) copies of their proposals in a sealed envelope marked **Aircraft Tug Distributor” Proposal Number: 2324-12-05-01** by Tuesday, **December 5, 2023, not later than 3:00 pm**, sent to the following address: Carl Wright: Procurement & Risk Manager  
City Hall 145 W. Broad St. Spartanburg, SC 29306

Proposals received after 3:00 pm on **December 5, 2023, not later than 3:00 pm**, may not be considered.

NO FAXED OR EMAILED PROPOSAL DOCUMENTS WILL BE ACCEPTED.

### **III. Required Specifications:**

Drive Wheels: 2 Front / 2 Rear

Drawbar Pull: 6,000 lbf / 26.9 kN

Max Tow (Wet - 1% Grade)\*: 75,000 lbs / 34,000 kg

Max Tow (Snow - 1% Grade)\*: 50,000 lbs / 22,700 kg

Service Weight Diesel: 8,700 lbs / 4,000 kg

Length: 130.5 in / 3,315 mm

Width: 66.75 in / 1,695 mm

Height (deck): 43.5 in / 1,105 mm

Height (deck): 45.5 in / 1,155 mm

Wheelbase: 84 in / 2,135 mm

Track: 57 in / 1,450 mm

Tires (front & rear): LT225/75R16 LR E

Step Height: 11 in / 280 mm

Ground Clearance: 8 in / 200 mm

Frame: A36 steel, 3/8 plate min

Bumper (front/rear): 3 in / 76 mm thick A36 steel

Suspension: Leaf springs front/rear

Number of Speeds: 6 forward / 1 reverse

Max Unload Speed: 20.9 mph / 33.6 kph

Max Loaded Speed: 5.4 mph / 8.7 kph

Steering: Power boosted hydrostatic, self-centering

Brakes: Hydraulic, self-adjusting split type with accumulator

Front Brakes: Disc

Rear Brakes: Drum

Parking Brakes: Orscheln-type mechanical to rear brake drums

Brand name or equal specifications may be used when the user department makes a written determination that no other design or performance specification or qualified products list is available. The solicitation shall contain explanatory language that the use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition. Brand name or "equal" specification shall mean: A clause that uses one or more manufacturers' brand names or catalog numbers to describe the "best value" needed to win a bid.

#### **IV. CONTENT OF PROPOSALS**

Proposals must address, in detail, Section III of this RFP to be considered. Please provide the Aircraft Tug cost and any additional information or products that should be considered in the evaluation of your proposal. If any proposal fails to address the specified requirements, the proposal shall be deemed non-responsive and will be disqualified.

Each proposal, in addition to the Sections cited above, shall include:

- Name, representative, address, and contact information for the proposer.
- A narrative of the Company's qualifications and performance record with existing or past clients.
- Three references with contact phone numbers.
- Details of service and warranty programs.

#### **V. REJECTION OF PROPOSALS**

The City of Spartanburg may reject any proposals that are not in compliance with this RFP. The City of Spartanburg reserves the right to reject all proposals if it is in the best interest of the City.

#### **VI. PROTESTS**

Any complaints of perceived inequities related to the RFP shall be submitted to Carl Wright, Procurement & Risk Manager, at the address listed in this RFP within five (5) days after notification of the selected aviation business.

#### **VII. COSTS**

The City of Spartanburg is not liable for any costs incurred by a proposer in preparing proposals.

#### **VIII. EVALUATION AND AWARD**

The Airport Director and City Procurement Manager will select the proposer who is most qualified and meets the needs of the Airport. The Airport Director and the City Procurement Manager will make a recommendation to the City of Spartanburg for the selection of the best-qualified proposer.

The successful proposer may begin the sale only after receiving written notice of their selection as the Aircraft Tug Distributor and after the completion of a fully executed service agreement, Purchase Order and/or contract.



# Price Page

Request for Proposals  
Aircraft Tug

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

**November 14, 2023**

Drive Wheels: 2 Front / 2 Rear  
Drawbar Pull: 6,000 lbf / 26.9 kN  
Max Tow (Wet - 1% Grade)\*: 75,000 lbs / 34,000 kg  
Max Tow (Snow - 1% Grade)\*: 50,000 lbs / 22,700 kg  
Service Weight Diesel: 8,700 lbs / 4,000 kg  
Length: 130.5 in / 3,315 mm  
Width: 66.75 in / 1,695 mm  
Height (deck): 43.5 in / 1,105 mm  
Height (deck): 45.5 in / 1,155 mm  
Wheelbase: 84 in / 2,135 mm  
Track: 57 in / 1,450 mm  
Tires (front & rear): LT225/75R16 LR E  
Step Height: 11 in / 280 mm  
Ground Clearance: 8 in / 200 mm  
Frame: A36 steel, 3/8 plate min  
Bumper (front/rear): 3 in / 76 mm thick A36 steel  
Suspension: Leaf springs front/rear  
Number of Speeds: 6 forward / 1 reverse  
Max Unload Speed: 20.9 mph / 33.6 kph  
Max Loaded Speed: 5.4 mph / 8.7 kph  
Steering: Power boosted hydrostatic, self-centering  
Brakes: Hydraulic, self-adjusting split type with accumulator  
Front Brakes: Disc  
Rear Brakes: Drum  
Parking Brakes: Orscheln-type mechanical to rear brake drums

This price submitted meets all of the specification note above.

**Total Price**

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\_\_\_\_\_  
**Name of Authorized Official**

\_\_\_\_\_  
**Title of Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Email Address**

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

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

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

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient 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 subrecipient 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 subrecipient 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 subgrants 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.

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Company Signature

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Date



**CITY OF SPARTANBURG, SC**

**Bidder Conflict of Interest Disclosure Form**

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** (Please sign the certification below and promptly return this page with the W-9)

\_\_\_\_ **Yes** (Please sign and provide the name(s) of the individual(s))

**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**

**Email Address**

**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: \_\_\_\_\_

**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: \_\_\_\_\_