

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

**RFP Legal Notice**  
**Request for Proposals**  
**LUBRICATION EQUIPMENT**

**September 15, 2021**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg Transit is seeking proposals for contractor to furnish materials and equipment necessary to install, test and make ready for operation a fluid dispense system.

**Proposal No: 2122-10-12-01**

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 on the October 05, 2021, 10:00 A.M. at 150 Air Flow Dr, Spartanburg, SC 29306 the Sparta Maintenance location.**

**Please submit one original and two (2) copies of your sealed proposals. Sealed bids are due**

**October 12, 2021 no later than 3 PM.** Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the City of Spartanburg training room located in the lower level of City Hall

**Please submit one original and two (2) copies of your sealed proposals. Sealed bids are due October 5, 2021 no later than 3 PM.** Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the City of Spartanburg training room located in the basement.

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](http://www.cityofspartanburg.org) by following the links for Invitations for bid

# LUBRICATION EQUIPMENT SPECIFICATIONS

## Spartanburg Transit City Bus Maintenance Facility

### 1.1 MANUFACTURERS

- A). The contractor to furnish materials and equipment necessary to install, test and make ready for operation a fluid dispense system as specified here in, as manufactured by Graco Inc., Minneapolis, Minnesota or approved equal.
- B). **MATERIALS**  
All like components within a fluid system such as pump and pump controls, reels, hoses, valves, connectors, volume meters, etc., shall be the products of a single manufacturer.
- C). **Quality Assurance**  
Successful bidder must have an established reputation as supplier of lubrication equipment with a minimum of five (5) years experience supplying specified equipment.

### 1.2 PULSE PRO FLUID INVENTORY CONTROL

1. The fluid management system is designed to manage and control bulk lubricants and vehicle service fluids including petroleum and synthetic based oils (motor, gear, automatic transmission fluid, hydraulic, etc.), anti-freeze and windshield wash solvent. Dispense and tank information is communicated through wireless RF technology. Key system components include Hub (System Controller and Wireless Receiver), Wireless Dispense Meters, Tank Level Monitors (TLM's), Pump Air Control(s) (PAC's), Extenders and Remote Extenders, and Mobile Packages.

**2. HUB** – Hardware appliance responsible for application software delivery and wireless communications with fluid management components.

2.1 Hub shall provide wireless communication to fluid management components.

2.2 Hub shall connect to local area network (LAN) via Ethernet and the HUB must be able to connect to the local area network (LAN) via Wi-Fi.

2.3 Hub software shall be pre-installed by the manufacturer.

2.4 System shall not be dependent on Microsoft Windows Services or Drivers.

2.5 Software shall be accessible via webpage on LAN.

2.6 Software shall provide consolidated screen for all dispense information and creation of work orders.

2.7 Software shall have single screen to look at current tank fluid levels.

2.8 Reporting for dispense history and tank levels shall be available in Excel, CSV and PDF formats with the ability for scheduled e-mails.

2.9 Software must provide multiple user levels.

2.10 Software shall be able to automatically check for and alert user of any available updates.

2.11 Users shall be required to login to software with unique user-name and password.

2.12 Software shall support multiple languages including: English, French, Spanish, Portuguese, Russian, Polish, Italian, German and Simplified Chinese.

2.13 Software shall allow automatic printing of dispense ticket to any network printer. 2.14 System programming shall allow business hours to be set and to provide alerts and/or prevent dispenses from occurring outside these hours.

2.15 Software shall allow email alerts.

2.16 Software shall allow setup of all devices profiles and updates without needing to manually update devices.

- 2.17 Software shall include 3rd party interface API to allow programming with other DMS and ERP systems.
- 2.18 Software 3rd party interface API shall include web services and socket protocols to exchange XML messages.
- 2.19 Software 3rd party interface API shall include ability to send/receive messages to authorize meters before allowing dispense including providing WO number, Code, Fluid Type, and Requester Name and PIN (Work Order Validation).
- 2.20 Work Order Validation shall allow restriction of the amount of fluid authorized for dispense.
- 2.21 Software 3rd party interface API shall include ability to send messages for posting dispense including fluid type, fluid quantity, technician and PIN, time, tank name, level and units, and meter that dispensed fluid (Work Order Posting).
- 2.22 Software shall send alerts via software notification or email if posting fails.
- 2.23 Software 3rd party interface API shall include ability to send messages after each tank level reading.
- 2.24 Software 3rd party interface API shall not require updating of HUB or local software for integrations, it should use cloud server for communications and updates.
- 2.25 Hub shall have following approvals: FCC, IC, RCM, RED (CE specific model)
- 2.26 Manufacturer's warranty to be 2 years

### **2.27. Model# 24Z978 – Pulse Hub (Includes Software)**

**3. Wireless Electronic Meters** - Handheld meters provide both authorization (control) and measurement (monitoring) of fluid.

- 3.1 Meter shall be capable of preventing dispenses without authorization from fluid management system.
- 3.2 Meter shall be compatible with petroleum and synthetic based oils (motor, gear, automatic transmission fluid, hydraulic, etc.), anti-freeze and windshield wash solvent.
- 3.3 Meter shall have a maximum working pressure of 1500 psi and up to 18 GPM flow.
- 3.4 Meter to must be capable of manual and preset dispenses in pints, quarts, gallons, and liters. Preset dispense mode includes programmable "Top-Off" function.
- 3.5 Works Orders can be created in any unit of measure and conversion shall be automatic if the dispense meter is configured for a different unit of measure.
- 3.6 Meter shall operate on AA batteries
- 3.7 Meter shall have accuracy to be  $\pm 0.5\%$ .
- 3.8 Meter shall allow user identification and meter login with 4 or 5 digit PIN code and NFC tag reader.
- 3.9 System shall allow work orders to be created in software and also at the meter shall be equipped with Quick-Close, dispense nozzles.
- 3.10 Meter shall have the following approvals: FCC, IC, RED, RCM.
- 3.11 Meters shall have a 5 year structural warranty; 3 year electronics warranty and 1 year wear part warranty provided by the manufacturer.

3.12 Model# 25M317 - Pulse 8 gpm Dispense Meter with 1/2 in NPT Inlet - Rigid Extension, Oil Nozzle

3.13 Model# 25M326 - Pulse 8 gpm Dispense Meter with 1/2 in NPT Inlet - Gear Lube Extension and Nozzle

3.14 Model# 25M318 - Pulse 8 gpm Dispense Meter with 1/2 in NPT Inlet - Rigid Extension, Anti-Freeze Nozzle

**4. Tank Level Monitor (TLM)** - Wireless tank level monitor for bulk fluid tanks including cylindrical, obround, rectangular and custom shaped tanks.

- 4.1 TLM shall be a non-intrusive measuring device capable of measuring up to 30 feet with an accuracy of  $\pm 5\%$  on a 48" tank.
- 4.2 TLM shall have an operating temperature from -22° F to 185° F.
- 4.3 TLM shall operate on four AA batteries.
- 4.4 TLM shall have the following approvals: FCC, IC, RED, RCM
- 4.5 TLM shall have a 2 year warranty provided by the manufacturer.
- 4.6 **Model# 25M449 – Pulse Tank Level Monitor (TLM)**

**5. Pump Air Control** - Wireless pump air control only allows air to pump when Fluid Management system is authorized to dispense.

5.1 PAC shall have 36-145 PSI operating pressure range.

5.2 PAC shall include power cord with Nema 5-15 plug and powered by 100-240 VAC.

5.3 PAC shall have the following approvals: FCC, IC, ETL (UL 61010-1, UL 61010-2-201, CSA C22.2#61010-1-12, CSA C22.2 #61010-2-201) / RED, RCM (International specific model)

5.4 PAC shall have a 2 year warranty provided by the manufacturer.

5.5 **Model# 24Z728 – Pulse Pump Air Control (PAC)** with NEMA 3 Plug (North America)

**6. Extender** - Expands the Fluid Management wireless network by repeating signal from Hub or Remote Extender.

6.1 Extenders shall be programmable in the software and on the same mesh network as the hub. Any device on the network must be able to connect to the hub or extender automatically.

6.2 Extender shall plug directly into wall power socket without need for power adapter

6.3 Extenders must be capable of boosting the wireless signal from the hub, PAC, another extender, or a remote extender.

6.4 Extender shall have the following approvals: FCC, IC, RED .

6.5 Extender shall have a 2 year warranty provided by the manufacturer.

6.6 **Model# 17F885 – Pulse Extender** (North America)

### 1.3 FLUID PUMPS AND PACKAGES

#### A). Pumps for Gear Oil, Engine Oil:

##### **Graco pump # 205626 (quantity of 2 required)**

The 10:1 ratio positive displacement oil pump shall have a Fireball 425 Series pneumatically operated 4 ¼” diameter air motor, a 4” pumping stroke length and cycle on demand only. The air motor is to have an external muffler that operates below OSHA noise standards, and be equipped with a grounding lug. The design of the air motor shall incorporate a valve in piston design which increases the pump's durability, longevity and gives uniform delivery on both the up and down strokes. The air motor cylinder material is to be hard coated aluminum and corrosive resistant steel. The air motor shall feature a non-metallic poppet valve. The air motor and lower pump section shall be of the in-line design. The pump to be wall or tank mounted and to include hose & fitting kit, FRL, air & fluid shutoff valves, and wall mount bracket.

Pump ratio:	10:1
Continuous duty flow rate:	4.1 gpm
Maximum fluid pressure:	1,800 psi
Maximum air inlet pressure:	180 psi
Fluid outlet size:	3/4” NPT
Air inlet size:	1/2" NPT
Air Consumption:	32 cfm per 4.1 gpm

#### **(A-1) The following components are to be installed at each pump:**

Thermal Relief Kit	Model # 240429
Hose and fitting kit	Model # 222068
Low level cut-off	Model # 203688
Bleed type air shut-off valve	Model # 110225
Air filter/regulator/lubricator, ½” ports	Model # 217072
Automatic drain valve for filter	Model # 127711

¾" fluid shut-off valve	Model # 108537
Grounding wire	Model # 222011
Pump runaway valve	Model # 224040
½" air coupler	Model # 110199
½" air coupler	Model # 110196

**B). Chassis Grease Pump System – Graco # 226018 400 lb. Topper System  
(Quantity of 1 required)**

The 50:1 ratio positive displacement grease pump shall have a Fireball 425 Series pneumatically operated 4.25" diameter air motor, a 4" pumping stroke length and cycle on demand only. The air motor is to have an external muffler that operates below OSHA noise standards. The design of the air motor shall incorporate a valve in piston design which increases the pump's durability, longevity and gives uniform delivery on both the up and down strokes. Plastic pistons and plastic air motor slide valves will not be acceptable. The air motor cylinder material is to be hard coated aluminum and corrosive resistant steel. The air motor and lower pump section shall be of the in-line design. The pump to be of the "Topper" type with down tube for a 400 pound drum, an integral inductor plate, hose and fitting kit and a pump elevator.

Pump ratio:	50:1
Continuous duty flow rate:	3.35 pounds per minute
Maximum fluid pressure:	7,500 psi
Maximum air inlet pressure:	150 psi
Fluid outlet size:	3/8" NPT
Air inlet size:	1/2" NPT
Air consumption:	19 cfm @ 70 psi

**(B-1) The following components are to be installed at each pump:**

½" Filter/Reg./Lubricator	Model # 217072
Automatic drain for air filter	Model # 127711
½" Air shut-off Valve	Model # 110225
½" Fluid shut-off, HP	Model # 202869
Pump runaway valve	Model # 224040
½" air coupler	Model # 110199
½" air connector	Model # 110196
Grounding wire	Model # 222011

**C). Pump for Antifreeze**

**Graco Pump # 647016 (QTY. 1 required)**

The 1:1 ratio positive displacement pump shall have a pneumatically operated 1" body design, the diaphragm pump to be aluminum with stainless steel trim and interior components. The air motor is to have an external muffler that operates below OSHA noise standards, and be equipped with a grounding lug. The pump shall be of a double diaphragm design and have a maximum suction lift of 12 feet. The pump shall be wall mounted, and have a single inlet for pumping antifreeze.

Pump ratio:	1:1
Free flow rate:	50 gpm
Maximum fluid pressure:	120 psi
Maximum air inlet pressure:	120 psi
Fluid inlet and outlet size:	1" NPT
Air inlet size:	½" NPT

**(C-1) The following accessories are to be installed with each pump:**

Pressure relief kit	Model # 238428
Air filter	Model # 106149
Automatic drain for filter	Model # 127711
Air regulator	Model # 246946
Air line lubricator	Model # 214848
1/2" air shut-off valve	Model # 110225
Wall mount bracket	Model # 24C637
Fluid connecting hose	Model # 115042
Air connecting hose	Model # 205418
1/2" air coupler	Model # 110199
1/2" air connector	Model # 110196
Fluid shut-off valve	Model # 110314
Suction hose kit	Model # 236054
Low level cut-off	Model # 203688
Grounding wire	Model # 222011
Runaway Valve	Model # 224040

**1.2 HOSE REEL ASSEMBLIES**

**A). Reels for Engine Oil, Gear Oil:**

**GRACO # HSM65B (Quantity of 5 required)**

The XD series heavy duty hose reel shall have a minimum capacity of 50 feet of 1/2" ID hose. The hose reel shall have a heavy-duty double pedestal frame with welded joints and formed ribs for strength and durability. The reel shall incorporate a fully ported axle with little restriction for fast flow. The reel shall spin on dual, sealed roller bearings for smooth extension and retraction. Dual arms will support hose guide on both sides. Reel shall have "slide-in" mounting ability and an anti-sparking ratchet assembly that will not lock out reel when hose is fully extended. The sealed rewind spring shall have an external tensioning mechanism to allow adjustment without wrapping hose around reel. The reel shall be complete with an appropriate SD series electronic meter. Meter must be rated at 1500 psi operating pressure and be approved for indoor/outdoor use. Meter shall be powered using AA batteries.

Hose length-oil:	50' x 1/2" ID
Reel outlet:	1/2" npsm
Reel inlet:	1/2" npsm
Pressure rating oil:	2,000 psi for assembly
Weight:	59 lbs, approx.

**(A-1) The following accessories are to be installed at each reel:**

Hose Inlet Kit	Model # 218549
1/2" Fluid Shut-Off Valve	Model # 108458
Pulse Pro Meter for Motor Oil	Model # 25M317

Pulse Pro Meter for ATF

Model # 25M317

Pulse Pro Meter for Gear Oil

Model # 25M326

**B). Reels for Chassis Grease- Graco Model # HSH55B (Quantity of 2 required):**

The XD 20 series heavy duty hose reel shall have a minimum capacity of 50 feet of 3/8” ID hose. The hose reel shall have a heavy-duty double pedestal frame with welded joints and formed ribs for strength and durability. The reel shall incorporate a fully ported axle with little restriction for fast flow. The reel shall spin on dual, sealed roller bearings for smooth extension and retraction. Dual arms will support hose guide on both sides. Reel shall have “slide-in” mounting ability and an anti-sparking ratchet assembly that will not lock out reel when hose is fully extended. The sealed rewind spring shall have an external tensioning mechanism to allow adjustment without wrapping hose around spool

Hose length:	50’ x 3/8” ID
Reel outlet:	1/4" npt (m)
Reel inlet:	3/8” npsm (m)
Pressure rating:	4000 psi
Weight:	66 lbs, approx.

**(B-1) The following accessories are to be installed at each reel for CG:**

Grease dispense valve	Model # 242058
High pressure shut off valve	Model # 202869
2’ inlet connecting hose	Model # 218550
Z swivel	Model # 224569

**C). Coolant Reels – Graco # HSL65B (Quantity of 3 required)**

The XD series heavy duty hose reel shall have a minimum capacity of 50 feet of 1/2” ID hose. The hose reel shall have a heavy-duty double pedestal frame with welded joints and formed ribs for strength and durability. The reel shall incorporate a fully ported axle with little restriction for fast flow. The reel shall spin on dual, sealed bearings for smooth extension and retraction. Dual arms will support hose guide on both sides. Reel shall have “slide-in” mounting ability and an anti-sparking ratchet assembly that will not lock out reel when hose is fully extended. The sealed rewind spring shall have an external tensioning mechanism to allow adjustment without wrapping hose around reel. The reel shall be complete with an appropriate SD series electronic meter for antifreeze and a non-metered dispense valve for water. Meter must be rated at 1500 psi operating pressure and be approved for indoor/outdoor use. Meter shall be powered using AA batteries.

Hose length:	50’ x 1/2” ID
Reel outlet:	1/2" npsm
Reel inlet:	1/2” npsm
Pressure rating:	300 psi for reel assembly
Weight:	65 lbs, approx.

**(D-1) The following accessories are to be installed at each coolant reel:**

Hose Inlet Kit	Model # 218549
1/2” Fluid Shut-Off Valve	Model # 108458
Pulse Pro meter for Coolant	Model # 25M320

**D). Compressed Air Reels – Graco # HSL65B (Quantity of 5 required)**

The XD series heavy duty hose reel shall have a minimum capacity of 50 feet of 1/2" ID hose. The hose reel shall have a heavy-duty double pedestal frame with welded joints and formed ribs for strength and durability. The reel shall incorporate a fully ported axle with little flow restriction for fast flow. The reel shall spin on dual, sealed roller bearings for smooth extension and retraction. Dual arms will support hose guide on both sides. Reel shall have "slide-in" mounting ability and an anti-sparking ratchet assembly that will not lock out reel when hose is fully extended. The sealed rewind spring shall have an external tensioning mechanism to allow adjustment without wrapping hose around reel. The reel shall be complete with an air coupler.

Hose length:	50' x 1/2" ID
Reel outlet:	1/2" npsm
Reel inlet:	1/2" npsm
Pressure rating:	300 psi for reel assembly
Weight:	59 lbs, approx.

**(E-1) The following accessories are to be installed at each reel:**

Hose Inlet Kit	Model # 218549
1/2" Air Shut-Off Valve	Model # 107142
Air Coupler	Model # 110199

**E). Reel Mounting Hardware**

Bid must include all mounting hardware for reel replacement.





# LUBRICATION EQUIPMENT

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

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

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

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**BASE PRICE FOR TOTAL COST** \$ \_\_\_\_\_

**Please complete the provided proposal sheet which outlines the cost.**

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

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

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

**Telephone / \_\_\_\_\_ Email: \_\_\_\_\_**

\_\_\_\_\_ submits here with our proposal in response to the bid request

(Company Name)

number shown above in compliance with the description(s) and specifications (s) for the following:

**Immigration Reform Act**

**Each Contractor and Sub-Contractor must complete one of these forms.**

Contractor agrees to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S.C. Code Ann., § 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same.

Furthermore, The City of Spartanburg will have the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor. Failure to comply can result in the immediate cancellation of the contract.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Subcontractor

Certifies that it is compliant with the South Carolina Eligible Immigration Reform Act by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employing only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state which has been deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as South Carolina. By the signature below, the Contractor (Subcontractor, etc.) agrees to provide the City with documentation to establish the applicability of the Statute to the Contractor and by the signature below, certifies that it is compliant with the Statute with all regards. This certification and the requirements of this Statute require that the Contractor verify the hiring eligibility of its employees before and during the Project.

\_\_\_\_\_  
Name of Contractor or (Subcontractor, etc.)

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

**CITY OF SPARTANBURG**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUB CONTRACTORS**

**Each sub-contractor must also complete this form and furnish a Certificate of Coverage.**

**CONTRACTOR'S LIABILITY AND OTHER INSURANCE:** The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

**Automobile** - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 **minimum** for bodily injury each person/each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

**Comprehensive general liability** – This coverage shall be on an “Occurrence” basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 per occurrence / personal & advertising injury, \$2,000,000 general aggregate, / Products completed operations aggregate, \$100,000 damages to rented premises, and \$10,000.00 medical expense (any one person) in reference to General Liability.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

**Property Insurance including Builders Risks**-Property coverage will name the City of Spartanburg as loss payee in instances where the City has an interest in the property unless otherwise requested.

**Workers' Compensation and Employer's Liability** – This coverage shall meet the statutory requirement of the State of South Carolina. Employers Liability shall be in the amount of \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC, and Corporate officers will not be excluded from coverage.

The Contractor 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 canceled, 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's general liability policies.**

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

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

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

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

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

**I will maintain the insurance requirements during all related work.**

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<b>Company Name</b>	<b>Owner/ Manager</b>	<b>Date</b>
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**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 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**  
**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](mailto:npitts@cityofspartanburg.org)

**INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE**

I HERBY 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**



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

<b>PROJECT NAME:</b>	<b>ADDRESS:</b>
<b>PRIME CONTRACTOR:</b>	<b>CITY:</b> _____ <b>STATE:</b> _____
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>TELEPHONE: (     )     )</b>	<b>FAX: (     )     )</b>

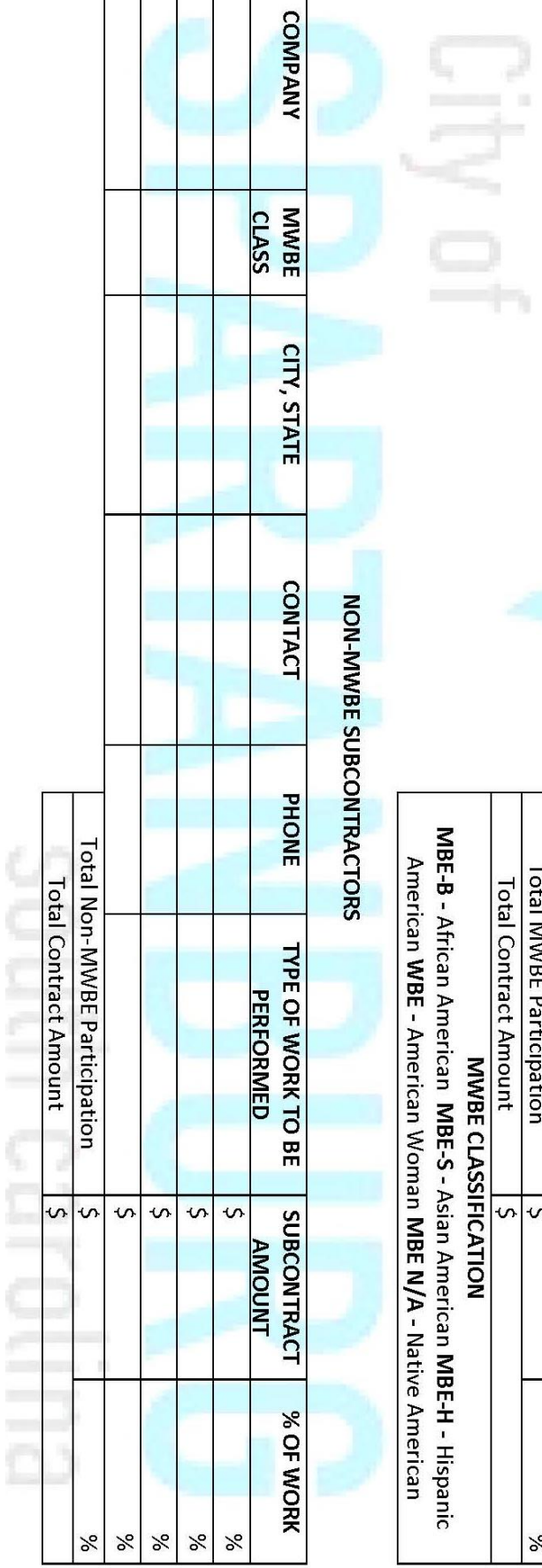
**MWBE SUBCONTRACTORS**

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
American WBE - American Woman	MBE-H - Hispanic
	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						\$	





# FTA CLAUSES

The City of Spartanburg "SPARTA" is Federally funded and therefore all vendors are subject to and all Procurements include the following contract clauses implicitly required Federal clauses for ALL City of Spartanburg "SPARTA" purchases. Reference all regulations in circular 4220.1F regarding procurements involving third party contract.

[city\\_procurement@cityofspartanburg.org](mailto:city_procurement@cityofspartanburg.org)

## FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS AND SUB-AGREEMENTS

In order for THE CITY OF SPARTANBURG "SPARTA" to use FTA financial assistance to purchase/conduct capital projects THE CITY OF SPARTANBURG "SPARTA" , and the third party contractor(s) qualified to perform these projects, must comply with all applicable Federal requirements. The City of Spartanburg "SPARTA" is federally funded and therefore all vendors are subject to and all Procurements include the following contract clauses implicitly required federal clauses for All City of Spartanburg "SPARTA" purchases. Reference all regulations in circular 4220.1F regarding procurements involving third party contract.

**These clauses are not required for micro-purchases, except for construction related contracts over \$2000 where Davis-Bacon is a requirement.**

All FTA Contracts and Subcontracts:

### 1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS ADA Access (All)** In general, contractors must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

3. **FEDERAL CHANGES** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

### 4. CIVIL RIGHTS

**Nondiscrimination** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. **Equal Employment Opportunity 1. Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 - The following equal employment opportunity requirements apply to the underlying contract: et seq 2.

**Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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





**Disadvantaged Business Enterprise (DBE)**

It is federal and state policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to assure that disadvantaged businesses are utilized to meet DBE goals and objectives as outlined in the Grant Agreement. It is hereby declared to be the public policy of the City of Spartanburg "SPARTA" to encourage, develop and support the full participation of disadvantaged business in City of Spartanburg "SPARTA" contracts. "Disadvantaged Business Enterprises" as defined in Section 8(d) of the Small Business Act, is a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "owned" means that at least fifty-one percent (51%) of the business is owned by disadvantaged group members, or in case of publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged group members.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION**

**(FTA) TERMS** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any THE CITY OF SPARTANBURG "SPARTA" requests which would cause THE CITY OF SPARTANBURG "SPARTA" to be in violation of the FTA terms and conditions. The following is a standard termination clause. Construction and A&E Contracts will usually have some type of specific clauses which are industry standard.

**Energy Conservation Requirements (All)**

The Contractor agrees to comply shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 et seq.

**RECYCLED PRODUCTS 42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873 (\$10,000 or more)**

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers. Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. >\$25,000**

(Third Party Contracts Over \$25,000) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any

lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Jackson Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Jackson Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I hereby certify that by signing below, all applicable federal requirements relating to FTA C 4220.1F will comply with the Federal Laws and Regulations that affect FTA funded procurements. These FTA requirements are incorporated into the City of Spartanburg "SPARTA" policies and procedures whereby being adopted by Resolution Number 12-15. The Resolution shall be in full force and effect from and after its adoption and the procedures required by law.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Full Name

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

Title \_\_\_\_\_

PO # \_\_\_\_\_

Vendor shall complete this form and email it or fax it to [city\\_procurement@cityofspartanburg.org](mailto:city_procurement@cityofspartanburg.org) / 864-596-2365