



# Legal Notice

**Request for Proposals  
2023 HVAC PROGRAM**

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

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**July 12, 2023**

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**NOTICE IS HEREBY GIVEN** – – The City of Spartanburg is requesting proposals to replace the existing HVAC system in residential homes in the City of Spartanburg **These are separate bids not a package.**

**Proposal No: 2324-08-01-01**

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: Tuesday, July 18, 2023, starting at 9:00AM at the sites, in this order  
154 Lincoln Drive and 583 Wildwood Drive.**

**Sealed Proposals** shall be submitted to Carl Wright, Procurement, and Property Manager, on or before **Tuesday, August 1, 2023 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 questions 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 1749  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

**Proposal can also be delivered via Fed-Ex or UPS to the above address**

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

**CITY OF SPARTANBURG**  
**Neighborhood Services**

Date: March 15, 2023

Owner: Home Owners

Phone #: 864-596-2914

Prepared 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

The 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 owner will be responsible for pilferage.

Inspections

**A building permit is required before starting work.**

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

**SCOPE OF WORK**

**ADDRESS: 154 Lincoln Dr.**

**HVAC**

**Install Complete all new Heat Pump System, 15+ Seer R410A, or exterior gas pack style with AC, owners choice.**

**INSTALL UNITS TO MANUFACTUR SPECIFICATIONS AND CURRENT CODE.**

**THE UNITS MUST BE MID GRADE WITH A PROVEN TRACK RECORD FOR RELIABILITY**

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

**System to include but not limited to:**

**NO UNITS PUT IN CRAWLSPACE, TALL BASEMENTS WILL BE CONSIDERED**

All material, labor, profit, digital thermostat, concrete pad, power to units, 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 new ductwork to R8+.

Return filter must be inside the house.

**These are older homes, Do not use any old wiring ducts or other parts.**

Include duct blaster testing and report and final inspection

10-year equipment warranty required

One-year written free service warranty must be given. Operation and repair manual must be supplied.

Unit must have a final passed inspected and working to submit payment request.

**Price for unit and installation.....\$\_\_\_\_\_**

**IF ELECTRIC SERVICE UPGRADE IS REQUIRED FOR INSTALLATION OF HVAC SYSTEM**

**Electric Service – 200 Amp**

Dispose of old electric service to code legal dump. 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.

.....\$\_\_\_\_\_

**TOTAL BID FOR ALL WORK ABOVE .....\$\_\_\_\_\_**

**Company Bidding\_\_\_\_\_**

**SCOPE OF WORK**

**Address 583 Wildwood Dr.**

**HVAC**

**Install Complete all new Heat Pump System, 15+ Seer R410A, or exterior gas pack style with AC owners choice.**

**INSTALL UNITS TO MANUFACTUR SPECIFICATIONS AND CURRENT CODE.**

**THE UNITS MUST BE MID GRADE WITH A PROVEN TRACK RECORD FOR RELIABILITY**

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

**System to include but not limited to:**

**NO UNITS PUT IN CRAWLSPACE, TALL BASEMENTS WILL BE CONSIDERED**

All material, labor, profit, digital thermostat, concrete pad, power to units, 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 new ductwork to R8+.

Return filter must be inside the house.

**These are older homes, Do not use any old wiring ducts or other parts.**

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.....\$\_\_\_\_\_

**TOTAL BID FOR ALL WORK ABOVE .....\$\_\_\_\_\_**

**Company Bidding\_\_\_\_\_**



# Price Page

## Request for Proposals 2023 HVAC PROGRAM

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

**March 13, 2023**

**206 High St., 119 Collins Ave., 742 Fulton Ave., 202 Fisher Ave.**

Address	<b>Installation HVAC Price</b> HVAC Install Complete all new Heat Pump System, 15+ Seer R410A, or exterior gas pack style with AC owners choice. INSTALL UNITS TO MANUFACTUR SPECIFICATIONS AND CURRENT CODE. THE UNITS MUST BE MID GRADE WITH A PROVEN TRACK RECORD FOR RELIABILITY Provide heating and cooling load calculations and proposed distribution system layout. 1	<b>Electric Service – 200 Amp</b> Dispose of old electric service to code legal dump. 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 circuit 2	<b>Total Install</b>  <small>Total columns 1+2 Here</small>
<b>154 Lincoln Dr.</b>			
<b>583 Wildwood Dr.</b>			

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

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

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

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

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

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

**A purchaser order will be issued along with the contact. You must have both before you can start the project.**

**Attachment A**

**BIDDER / COMPANY**

**I certify that I own sufficient equipment/resources to complete this project, sub-contractors are listed in Attachment-S that will work on this project.**

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**Company / Individual Name**

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**Address**

**City / State / Zip**

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**Email Address**

**Office Phone Number**

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**Cell Phone Number**

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**Company / Individual Signature**

**Date**

**COMPLETE THE FOLLOWING ATTACHMENTS**

**Attachment A** Company Information

**Attachment D** Demolition Fee Schedule

**Attachment C** Conflict of Interest

**Attachment E** Equipment

**Attachment G** Good Faith Doc

**Attachment H** Non-Collusion

**Attachment I** Immigration Reform Act:

**Attachment R** References

**Attachment S** Sub-Contractors you plan to use. If none, indicate none.

**Attachment** Insurance Requirements:

**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 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.

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.

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- X. 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.
- Y. 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.”

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- BB. 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.

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- DD. 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.
- EE. 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.
- FF. See 2 CFR §200.322 Procurement of recovered materials.
- GG. 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.
- HH. 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.

- II. 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.
  
- JJ. 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.
  
- KK. 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.
  
- LL. 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.
  
- MM. 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.
  
- NN. Nondiscrimination: The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.
  
- OO. 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.
  
- PP. 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.
  
- QQ. 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.

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.

**Attachment S**  
**SUB-CONTRACTORS**

Company/Owner: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

Description of Project work Assigned: \_\_\_\_\_

Company/Owner: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

Description of Project work Assigned: \_\_\_\_\_

Company/Owner: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

Description of Project work Assigned: \_\_\_\_\_

**Attachment R**  
**EXPERIENCE/ REFERENCES**

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

A. Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

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

Value of Contract: \_\_\_\_\_

Project Description: \_\_\_\_\_

B. Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

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

Value of Contract: \_\_\_\_\_

Project Description: \_\_\_\_\_

C. Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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



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

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

Value of Contract: \_\_\_\_\_

Project Description: \_\_\_\_\_

D. Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Value of Contract: \_\_\_\_\_

Project Description: \_\_\_\_\_

E. Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Value of Contract: \_\_\_\_\_

Project Description: \_\_\_\_\_

## ATTACHMENT I

### Immigration Reform Act:

Read and Sign

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.

I \_\_\_\_\_

Contractors Name

**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 Company (Subcontractor, etc.)

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Date

## **Appendix I Insurance Requirements**

### **CITY OF SPARTANBURG INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS**

*Revised January 1, 2023*

#### **NOTE: DO NOT BID ON THIS PROJECT IF YOU CANNOT MEET THE FOLLOWING INSURANCE REQUIREMENTS**

**CONTRACTOR'S/VENDORS LIABILITY AND OTHER INSURANCE:** The Contractor/Vendor 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/Vendor operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed/volunteering 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 Liability:** The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

**Commercial General Liability:** The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** 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.

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 \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

**Employers Liability:** Each Accident - \$1,000,000; Disease each employee - \$1,000,000; Disease Policy Limit - \$1,000,000

- This is part of Workers' Compensation coverage

**Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD**

<p>This coverage should be required for high hazard operations including excavation, roofing, water tower installation, painting, repair and removal, large construction projects. Should also consider for certain high hazard special event activities such as fireworks displays, inflatables, mechanical rides, etc.</p>
--

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

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

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

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

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

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

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

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

***All coverages and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can begin.***

**\*\*All emailed Certificates of Insurance can be forwarded to:**

**[kbooker@cityofspartanburg.org](mailto:kbooker@cityofspartanburg.org)**

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

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

**Attachment C**  
**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**

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

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

**Attachment CR**  
**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: \_\_\_\_\_

**EXHIBIT F**  
**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 DOCCUMENTATION 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 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.

<b>BID NO:</b>	<b>DATE:</b>
<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
MBE-H - Hispanic American	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						\$	%