



# Legal Notice

Request for Proposals  
Portable Toilet Services

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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Feb. 7, 2023

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**NOTICE IS HEREBY GIVEN** – – The City of Spartanburg is seeking competitive bids from qualified firms to provide the City with portable toilet services on an as-needed basis for events at various City locations as well as toilets on a semi-permanent basis.

## Proposal No: 2223-02-28-02

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 has a DBE goal of 15%.

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.

**A mandatory pre-bid meeting will be held on February 14, 2023 at 10:00 AM in training room on the lower level of City Hall at 145 W. Broad Street, Spartanburg SC. Inspections, questions and work review will take place at this time. IT IS HIGHLY RECOMMENDED THAT ALL FIRMS ATTEND THIS MEETING TO ASK QUESTIONS AND GET CLEAR ANSWERS.**

**Sealed Proposals** shall be submitted to Carl Wright, Procurement, and Property Manager, on or before **Tuesday, February 21, 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 Carl F. Wright at [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org). Email questions please no phone calls.

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.



**REQUEST FOR PROPOSAL  
TEMPORARY PORTABLE TOILET RENTAL**

**Proposal No: 2223-02-28-02**

**PRE-BID MEETING February 14, at 10:00 AM**

The City of Spartanburg , South Carolina is seeking competitive bids from qualified firms to provide the City with portable toilet services on an as-needed basis for events at various City locations as well as toilets on a semi-permanent basis. Below is a description of service requirements. The term of this agreement is 36 months with two 12 month options, for a total of 60 months, if options are exercised. The City reserves the right to award a contract to multiple vendors, should the need be greater than a single vendor can provide.

**A mandatory pre-bid meeting will be held on February 14, at 10:00 AM in training room on the lower level of City Hall at 145 W. Broad Street, Spartanburg SC. Inspections, questions and work review will take place at this time. IT IS HIGHLY RECOMMENDED THAT ALL FIRMS ATTEND THIS MEETING TO ASK QUESTIONS AND GET CLEAR ANSWERS.**

The process of responding to this Request for Proposal (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

**Background**

The City of Spartanburg Parks, Recreation and Special Events Department is responsible for this project.

**Bid Request**

Sealed proposal will be received by the Purchasing Division of the City of Spartanburg, South Carolina until 3:00 PM local time on **February 21, 2023** at which time they will be publicly opened and read aloud. All companies submitting proposal are welcome to attend, but attendance is not mandatory. Details of the award will be posted on our website [www.cityofspartanburg.org](http://www.cityofspartanburg.org) the following day after the bid opening.

Sealed Proposals shall be submitted to Procurement Office and or Carl Wright, Procurement and Property Manager on or before **February 21, 2023** no later than 3 PM, City Hall, 145 West Broad Street at which

time they will be publicly opened and read aloud in the Training Room, same location. No bid may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of his/her bid. No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening. No bids may be withdrawn for a period of forty-five (45) calendar days after the bid opening.

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

All bids must be in a sealed envelope and marked “**SEALED BID; PORTABLE TOILET SERVICES, OPEN February 21, 2023 at 3:00 PM.**”

All bids must be approved by the City of Spartanburg Parks and Recreation Department and the City Manager.

Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

#### **City Contact**

If you have any questions regarding this RFP or terms or conditions, please contact Carl F. Wright at [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org)

All questions about the RFP or the work itself must be submitted to City staff by Thursday  
**February 16, 2023 at 3:00 PM.**

### **Qualified Vendor**

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this RFP.

### **Insurance**

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

### **Illegal Immigration Reform Act Compliance**

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled **Unauthorized Aliens and Public Employment** and agrees to provide to the City of City of Spartanburg any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub- subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

### **Indemnification**

Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

### **WMBE Statement**

It is the policy of the City of City of Spartanburg to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of City of Spartanburg to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of City of Spartanburg to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

### **City Business License**

The successful contractor, prior to execution of the contract, must possess or obtain a City of City of Spartanburg Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of City of Spartanburg, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of City of Spartanburg.

### **Excluded Bidders**

Bids from vendors/contractors with prior poor performance; quality issues, contract conformance, payment history, timeline compliance, or any other reason the City deems POOR PERFORMANCE will not be considered.

Excluded Vendors/Contractors can resubmit complete company information with references for city review after a minimum of one year from the last excluded bid. City will contact Vendor/Contractor with its decision within 30 days of company information submittal. City reserves the right to include or exclude said Vendor/Contractor based on findings.

**Customer Service**

Please remember, although you are a contracted City service, you each represent the City of City of Spartanburg during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of City of Spartanburg expects from any contracted service.

Overview:

- A. Be friendly, courteous, and helpful
- B. Company uniforms must be worn at all times
- C. Staff members must look and act professional at all times.

**CONTRACTORS EMPLOYEES:**

Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

The City of Spartanburg Police Department along with the City of City of Spartanburg also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with city workings or investigative activities.

COMPANY \_\_\_\_\_

Authorized Signature:

PRINT NAME AND TITLE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## **Instructions to Bidders**

**Purpose:** The purpose of this document is to provide to potential bidders general and specific information in submitting a bid to supply the City's needs as listed within.

### **1.1 Definitions:**

- A) Bidder: This term is used to encompass the party seeking to have an agreement with the City of City of Spartanburg .
- B) City: This term is defined as the City of City of Spartanburg , South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the City's Purchasing Office or to his designated contact.
- C) Purchase: This term means the agreement to be executed by the City and the successful bidder.

### **1.2 Bid Preparation:** All bid responses shall be

- A) Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.
- B) Typewritten or completed in ink, signed by the bidding firm's authorized representative with all erasures or corrections initialed and dated by said signer.
- C) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request.
- D) Each bid shall include the name, address, telephone number, fax number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.

### **1.3 Bid Submission:** three (4-) copies of the Bid Response shall be:

- A) Submitted in a sealed envelope with the following information written on the outside of the envelope:
  - \* The name of the bidding company;
  - \* Identification of items being bid; date and time of bid opening.
- B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline.
- C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

### **1.4 Failure to bid:** Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.

### **1.5 Errors in Bid:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.



- 1.6 Award Criteria:** The award shall be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. The City reserves the right to make such decision as it deems to be in its own best interest. The City alone shall make such determination.
- 1.7 Compliance with laws:** The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 1.8 Brand Name:** The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.
- 1.9 Local Providers:** Contractors submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

## **Scope of Service to be Performed**

The selected contractor shall provide rental of portable chemical toilets as described in the specifications below to various locations in the City.

The portable toilet units listed in the schedule of bid items are defined as follows:

- Standard Portable Toilet: 3 ft. x 3 ft.
- ADA Portable Toilet: 6 ft. x 6 ft. (with full wheelchair accessibility)
- Hand washing station

### **Order and Delivery of Portable Toilets:**

1. The City will provide a minimum of 24 hours advance notice when ordering toilets for delivery. Toilets ordered by noon shall be delivered by the next business day unless the City representative specifies a later date and time.
2. The contractor shall advise of delivery time and confirm the placement of the toilets to accommodate the intended users and to allow access by the contractor at all times.
3. The contractor shall repair the respective sites to ensure that units are stabilized and readily accessible.
4. At the City's discretion, the contractor shall secure toilets sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped. No portable toilets sited on turf should be staked.
5. Any units placed in an unsuitable location must be moved to an appropriate location at the contractor's expense.
6. The City reserves the right to reject any units found to be unsuitable or unfit for use.

### **Unit specifications:**

1. Units shall be constructed of poly-plastic or heavy-duty type fiberglass to prevent tipping.
2. Units shall be enclosed with a door that locks from the inside.
3. Units should arrive free of graffiti and in good repair.
4. Units should include a commode, urinal and dispensers of toilet paper.
5. All units should be delivered clean and fully stocked with all necessary supplies (toilet paper, etc.)
6. At City's discretion, all units should come equipped with hand sanitizing agents.
7. ADA accessible units must have hand washing stations.

### **Toilet Unit/Hand Washing Station servicing:**

1. For multiday events, the contractor should plan to service each unit or station on a daily basis.
2. The service visits should include the following: pump out waste, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, fresh deodorant, hand sanitizer, and perform repairs, as needed to make the toilet usable and maintain user privacy.
3. Units that cannot be repaired to usable condition on site must be replaced.
4. Hours for service will be scheduled at when the order is placed.
5. Hand washing stations should be emptied of all gray water and freshwater tank should be refilled. Soap and paper towel dispensers should also be replenished.

6. Hand washing stations should be cleaned and sanitized as well as any repairs necessary performed.

### **Emergency servicing:**

1. The City may request emergency service under two circumstances:
  - a. The contractor fails to adequately service the unit or station leaving the toilet unusable (no cost to the City)
  - b. For reasons beyond control of the Contractor, toilets or stations require service in addition to the regularly scheduled service (emergency service rates would apply)

### **Removal and cleanup:**

1. The contractor shall remove any within 24 hours following the completion of event unless the City representative specifies a later date and time.
2. The contractor shall remove any debris cause by his work on site and dispose of it at no additional cost to the City.
3. Disposal shall be in strict conformance with State of South Carolina laws.
4. The cleanup of spills caused any overturned units or stations will be the responsibility of the contractor.
5. Repair of any damage to City property left by the units or stations will be the responsibility of the contractor.

### **Hand wash station specifications:**

1. Hand wash station should include a filled freshwater tank and a gray water tank, fully emptied upon delivery.
2. Station should provide a minimum of two basins.
3. Station should include foot pump operation or equivalent
4. Station should include two soap dispensers, filled with soap upon delivery, and two paper towel dispensers, fully stocked upon delivery.

### **Ongoing units:**

1. The City seeks a long term lease for eight 3' X 3' units and four 6' x 6' units.
  - 3'x3' standard units
    - Adams Park
    - Duncan Park Little League/Softball Fields
    - Edward C. Stewart Park
    - Fairgrounds Basketball Courts
    - Hillcrest Park
    - Irwin Park
    - Priscilla Rumley Park
    - S Converse Street Park
  - 6'x6' ADA units
    - Airport Park
    - Edward C. Stewart Park
    - Hot Spot Skate Park
    - Play 60 Park at the Rail Yard
2. The long term units as described above should be services on a weekly basis.
3. Invoices for these units should submitted to the appropriate member of City staff on a

monthly basis.

**Special events:**

1. The City will host approximately 45 flagship events during the 2023 calendar year that will require temporary portable toilets. \*This number may fluctuate slightly based on the varying number of outside City supported events.
2. Most of these events are single-day events, although some last longer.
3. This number of events is planned to remain the same in upcoming years.
4. Some events only require a single handicap accessible unit and hand wash station.

5. Larger events require at least five 3' x 3' units, two 6'x 6' units and two hand wash stations.

**Mobile Unit Trailer:**

1. The City may request a mobile unit trailer certain events.
2. This mobile unit trailer should have at least two toilets and hand washing capabilities, with appropriate water capacity.
3. Providing a mobile unit trailer is not a requirement in order to be awarded the contract.
4. All servicing, delivery, and removal requirements will also be applicable to the mobile unit trailer, if used.

**Bid Sheet**

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Please include three (3) copies of this sheet and the other requested information.

Portable Toilet Unit (3' x 3')	\$ _____/day
	\$ _____/month
Handicapped accessible unit: (6' x 6')	\$ _____/day
	\$ _____/month
Mobile unit: (Please submit the specifications of the proposed unit.)	\$ _____/day
Hand washing station:	\$ _____/day
Multi-day service:	\$ _____/day
Emergency service:	\$ _____/hr.

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

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

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Email address \_\_\_\_\_

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

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

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

**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 can and will maintain the insurance requirements during all related work.**

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**Company Name**

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**Contractor or Owner or Sub Contractor Signature** **Date**



**CITY OF SPARTANBURG, SC**  
**Bidder Conflict of Interest Disclosure Form**

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

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

\_\_\_ **No** (Please sign the certification below and promptly return this page with the W-9)

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

**CERTIFICATION**

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

_____	_____	
<i>Name of Authorized Official</i>	<i>Title of Authorized Official</i>	<i>Date</i>
_____	_____	_____
Signature	Phone	Email Address

EXPERIENCE/ REFERENCES

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

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

B. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Date Started: \_\_\_\_\_      Date Completed: \_\_\_\_\_  
  
Value of Contract: \_\_\_\_\_  
  
Project Description: \_\_\_\_\_

C. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Date Started: \_\_\_\_\_      Date Completed: \_\_\_\_\_  
  
Value of Contract: \_\_\_\_\_  
  
Project Description: \_\_\_\_\_

D. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Project Description: \_\_\_\_\_

E. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Project Description: \_\_\_\_\_

**AFFIDAVIT OF NON-COLLUSION**

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.

I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

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

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

## **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%.

Carl F. Wright at [cwright@cityofspartanburg.org](mailto:cwright@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 HERBY 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.

<b>BID NO:</b>	<b>DATE:</b>
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<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	
<b>MBE-B</b> - African American	<b>MBE-S</b> - Asian American
<b>MBE-H</b> - Hispanic	<b>MBE-W</b> - American Woman
<b>MBE-N/A</b> - 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						\$	