



**REQUEST FOR
QUALIFICATIONS
MORGAN
SQUARE
RENOVATIONS
AND DESIGN
ENHANCEMENTS**

DUE FRIDAY, SEPTEMBER 2, 2022 AT 3 PM EDT

PROPOSAL #2223-09-02-01

NOTICE IS HEREBY GIVEN that the City of Spartanburg (“City”) is soliciting statements of qualifications from experienced consultants (“Consultant”) to provide landscape architectural services for the renovation and design enhancements of Morgan Square, as described in this Request for Qualifications (“RFQ”). The RFQ response (“Qualifications”) should serve as an indication of a consultant’s capacity to deliver the redesign as set forth in the Scope of Services (“Services”) of this RFQ. Consultant should submit sufficient information to allow the City to select one or more Consultant to provide the Services on a non-exclusive basis and to provide the requested services within approximately twelve (12) months. The selected Consultant will be expected to enter into a Professional Services Agreement consistent with the terms of this RFP. The City is looking for expertise in providing landscape architectural services for urban public spaces to design renovations and design enhancements to its primary public space for downtown to better serve the community.

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 Qualifications 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.

RFQ Schedule

Release of RFQ:	Monday, August 8, 2022
Virtual Pre-Submittal Meeting:	Wednesday, August 17, 2022 at 10:00 am
Questions Due:	Friday, August 19, 2022
Answers to Questions Posted:	Wednesday, August 24, 2022
Electronic Submissions Due:	Friday, September 2, 2022 at 3:00 pm EDT
Notification of Shortlist:	Friday, September 16, 2022 (estimated)
Interviews:	Week of September 26, 2022 (estimated)

The City of Spartanburg reserves the right to reject any or all Qualifications or to waive any informality in the qualifications process. Qualifications may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Qualifications for the purpose of reviewing the Qualifications and investigating the capabilities 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.

Qualifications in electronic format must be submitted through the <https://www.cityofspartanburg.org/bid-opportunities> portal. Submissions cannot exceed 50 MB and must be completed no later than 3 pm on Friday, September 2, 2022 after which the portal will close and will not be reopened.

Technical questions regarding the scope of services should be directed to Craig Lewis, Urban Design Consultant to the City of Spartanburg, at craig.lewis@crtkl.com.

For further information and a complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049 or via email at cwright@cityofspartanburg.org. A complete proposal package is also available at <https://www.cityofspartanburg.org/bid-opportunities>.



1 KEY INFORMATION

Reference Number: Proposal No: 2223-09-02-01

RFQ Title: Morgan Square Renovation & Design Enhancements

RFQ Location: City of Spartanburg, South Carolina

Submission Method: Electronic to cwright@cityofspartanburg.org

Release of RFQ:	Monday, August 8, 2022
Virtual Pre-Submittal Meeting :	Wednesday, August 17, 2022 at 10:00 am
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RFQ Description: The City of Spartanburg Morgan Square Renovation and Design Enhancements is a contract for a qualified and experienced consultant to undertake a redesign of the focal public space for downtown, encompassing landscape architectural services from programming through contract documentation, including an analysis of existing site conditions and an assessment of community needs and desires.

Direct all Technical Questions regarding the Scope of Services in writing to the City's Project Director: Craig Lewis, craig.lewis@crtkl.com

For Questions Regarding the Required Exhibits, please contact: Carl Wright, cwright@cityofspartanburg.org

Respondents: Carefully read all instructions, requirements, and specifications. Qualifications received after the submission deadline will not be considered.

2 PROJECT SPECIFICATIONS

2.1 INTRODUCTION & INVITATION

The City of Spartanburg (“City”) is soliciting statements of qualifications from experienced consultants (“Consultant”) to undertake a design update for Morgan Square as described in this Request for Proposals (“RFQ”). The RFQ response (“Qualifications”) should demonstrate the consultant’s capacity to deliver landscape architectural services as set forth in the Scope of Services (“Services”) of this RFP. Consultant should submit sufficient information to allow the City to select one or more Consultant to provide the Services on a non-exclusive basis and to accomplish the Morgan Square redesign within approximately twelve (12) months. The selected Consultant will be expected to enter into a Professional Services Agreement consistent with the terms of this RFP and in a form similar to that set forth as Attachment A.

The City is looking for expertise in providing landscape architectural services for urban public spaces to design renovations and design enhancements to its primary public space for downtown to better serve the community.

The current space is generally bound by Main Street, Church Street, Dunbar Street, and Magnolia Street but also extends to the building edges and their sidewalk spaces around its perimeter. Since the last transformation of Morgan Square in 2006, various deficiencies in the layout and design of the plaza have become apparent, including barriers to visibility and access, site circulation, overplanting, and limited flexibility in the use of the space. To ensure that Morgan Square remains central to the life of the community and especially the downtown, the City is interested in pursuing a re-visioning and redesign of the space.

An important part of this design process will be the careful inclusion of Main Street and Dunbar Street as a part of the space. Dunbar is periodically closed to accommodate back of house staging for special events. The current portion of Main Street was fully closed during the pandemic to provide outdoor seating opportunities. There is general consensus that this section can remain closed if it is beneficial for the overall design. However, it is important to consider a range of alternatives that permit circulation and avoid the fate of “pedestrian malls” in previous generations.

The purpose of this project is to provide the necessary design documentation in support of construction of proposed improvements to the plaza and its immediate surroundings. As an important part of the design process, the City requires meaningful community participation in the re-visioning and redesign of Morgan Square, and that the consulting team incorporate opportunities for citizen participation in partnership with City staff.

2.2 SITE INFORMATION

2.2.1 COMMUNITY CONTEXT

The City of Spartanburg, South Carolina is home to approximately 37,500 residents, serving as the County Seat of Spartanburg County (population 314,000), and part of rapidly growing Upstate South Carolina. Located in the foothills of the Blue Ridge Mountains at the intersection of Interstates I-85 and I-26, Spartanburg is opportunely situated about 1.5 hours northwest of Columbia, SC, 1.5 hours southwest of Charlotte, NC, 4 hours east of Atlanta, GA, and accessible by air via the Greenville-Spartanburg Airport. These locational advantages allow the region to maintain a strong manufacturing and industrial base, while the city is redefining itself for the next generation through proactive community and economic development.

PRIMARY BOUNDARY



OVERALL STUDY AREA



2.2.2 DOWNTOWN SETTING

The past two decades have seen a concerted effort by community leaders to revitalize Spartanburg's downtown commercial district, including the restoration of various historic structures and a desire to further enhance Morgan Square as downtown's active and historic hub; the oldest existing buildings on Morgan Square date to the 1880s. Designated as a Cultural District by the South Carolina Arts Commission, downtown also features an active arts scene including museums, live performance venues, art galleries and studios, public art, and community festivals and events.

Since the completion of the Morgan Square improvements in their current state, downtown Spartanburg has welcomed hundreds of new residences, more than 100 new business, and \$200+ million in new private investment including the full restoration and adaptive re-use of the historic Montgomery Building and other housing throughout the downtown. In addition, there has been \$150+ million in public investment including the construction of the new County Courthouse just a few blocks from Morgan Square, the USC Upstate George Dean Johnson School of Business, the Converse Street parking deck, and various streetscape and public space improvement projects.

2.2.3 SITE BACKGROUND

Established in 1787 as the original courthouse village, the site was renamed Morgan Square in 1881 with the placement of a statue of General Daniel Morgan, a Revolutionary War hero. Relegated to surface parking by the 1960s, in 2006, Morgan Square was transformed into a focal public space for downtown Spartanburg. In recent years, various deficiencies in the design of the space have become apparent, limiting its use and functionality, and impeding its stature and role as the primary hub and gathering space for the community.

The current formal boundaries of Morgan Square include an approximately 1 acre site bounded by Main Street, Magnolia, Dunbar Street, and Church Street. However, the area of the Square for the purposes of this project should include the entire rights-of-way for Dunbar and Main from Church to Magnolia inclusive of the roadway and sidewalks.

Shortcomings include barriers to access and visibility primarily due to excessive understory planting, fencing, and poor transitions in grade. The resulting lack of permeable edges and other inappropriate design elements such as fixed furnishings restrict flexible programming and active public use. Among the Square's more appealing features are its numerous mature canopy trees.

Morgan Square will benefit from a more welcoming presence and community-friendly design that is more flexible to a wide array of programming including live music, events, festivals, and a skating rink during the winter season. Key design considerations include removing hindrances to site access and movement, incorporate human-scale and interactive design elements, and accommodating a wider range of civic festivals and events. Additionally, attention shall be given to the design and character of adjoining streets (Dunbar and Church) which do not currently support sidewalk activity or provide for convenient pedestrian crossing to and from the square.

2.2.4 PROJECT GOALS

- Activate the edges and establish ease of movement between Morgan Square and fronting buildings and sidewalks, including reconsideration of the design and configuration of adjoining Main Street and Dunbar Street to support sidewalk activity and afford safe pedestrian crossing.
- Eliminate visual and physical barriers to entry, movement, and use, while creating a more welcoming impression and inclusive space.
- Introduce interactive features and other design elements that will animate the Square and encourage exploration and fun.
- Integrate lighting in support of a safe and secure environment, as well as to create a warm and friendly ambiance.
- Achieve a comfortable balance between sun and shade to promote comfort and use, taking advantage of the Square's mature canopy trees, supplemented with built shade structures.
- Accommodate flexible programming, incorporating moveable site furnishings and seating, while establishing a proper relationship between "hard" and "soft" surfaces in support of community events and seasonal programming.

- Honor the history of downtown Spartanburg and Morgan Square; accentuate local character and tell the story of the place through appropriate material selection, interpretive signage, public art, etc.

2.3 SCOPE OF SERVICES

The Consultant will lead the Morgan Square Redesign effort, with overall responsibility for creation of the project design and timely completion of all project documentation, including construction documentation and specifications. All work shall be completed in accordance with applicable City standards and within the agreed upon timeline. This includes, but is not limited to, monitoring the project schedule and budget, and ensuring on-going coordination with pertinent City Departments and other Agencies; leading stakeholder and community engagement efforts, including participation and facilitation of community workshops, study sessions, and public hearings; conducting site analysis and preparing schematic design studies; and preparing and timely delivery of all required construction documentation and specifications.

TASK 1. PROJECT MANAGEMENT

The Consultant shall engage in project management activities as needed ensure proper coordination with the City's Project Manager, responsible City Departments, and pertinent outside Agencies, as well as to track progress and provide deliverables in a thorough and timely manner. At a minimum, this task shall require a Kick-off Meeting; regular Coordination Meetings with the City's Project Manager; and other meetings and consultation calls as needed to coordinate with various City Departments and other Agencies. The Respondent shall also be responsible for monitoring the project schedule and budget.

TASK 2. DATA COLLECTIONS AND FIELD SURVEYS.

The Consultant shall receive all relevant as-built information from the City including surveys and GIS data and identify any gaps needed for additional survey work. It is expected that additional site reconnaissance will be required to gain an understanding of the existing site conditions, relationships to the surrounding streets and buildings, circulation, and other relevant factors. All survey work will be coordinated directly by the City.

TASK 3. STAKEHOLDER & COMMUNITY ENGAGEMENT

The City shall lead engagement efforts as needed to receive input from the community and key stakeholders, achieve a consensus design direction, and build support for implementation of the redesign. The City will prepare a Public Engagement Strategy in consultation with the Consultant and will facilitate/coordinate Consultant's active participation and leadership in Stakeholder Interviews and Stakeholder Group Meetings; Community Workshops to be conducted at key project milestones; and Study Sessions and Public Hearings with City Leadership. The Client shall also be responsible for timely preparation of Meeting Notes. Creative and interactive approaches to community engagement are encouraged. A page on the city's website shall be maintained with current information throughout the duration of the project. In addition, direct outreach is expected at the completion of the following stages to validate the proposed designs:

- Conceptual Design (evaluation of multiple options and approaches): Public Workshop and Presentation to City Council
- Schematic Design (30% of preferred design) and Preliminary Cost Estimate: Public Workshop and Presentation to City Council
- Design Development (60% complete) and Revised Cost Estimate: Video fly-through and Presentation to City Council
- Construction Drawings (90% complete) and Final Cost Estimate: Presentation to City Council

TASK 4. RE-VISIONING & SCHEMATIC DESIGN

The Consultant shall explore alternative design concepts and set an overall design direction for Morgan Square. This task shall include a thorough Site Inventory & Assessment, and preparation of two (2) to three (3) alternatives for the conceptual design of the Square, including adjoining streets and sidewalks. Based on selection of a preferred alternative, the Consultant shall prepare Schematic Design Documentation, to include an illustrative landscape plan; drawings depicting the location and treatment of plantings, lighting, site furnishings, and hardscape design elements, etc.; a preliminary materials palette; and other illustrative drawings and rendering as needed to depict the proposed design scheme.

TASK 5. DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTATION

Based on an approved Schematic Design, the Respondents(s) shall prepare Design Development (60% set) and Construction Documentation (90% set) for the Square. At a minimum, these drawings shall include a Title Sheet, General Notes, Existing Conditions and Demolition Plans, Civil/Architectural Layout, Grading and Utilities, Landscaping and Irrigation, Electrical and Lighting. Documentation shall include all drawings and specifications needed to support the public bidding process and allow construction of the proposed design improvements including the provision of cost estimates at each stage. The Consultant shall also provide updated professional quality renderings of the proposed design. All submittals will be delivered in PDF format. The 90% set shall also be delivered in AutoCad.

TASK 6. BIDDING AND CONSTRUCTION SUPPORT PHASE

Consultant shall attend the pre-bid meeting and respond to contractor requests for clarification during the bid process and shall record and distribute among potential bidders, answers and clarifications given to individual contractors, and prepare formal construction documentation addenda, if necessary. Consultant will provide project coordination during the Construction Process including participation in the pre-construction kick-off meeting and provide answers to questions during construction by the contractor or the city, not addressed during the pre-construction meeting.

2.4 PROJECT SCHEDULE

The Design Phase is expected to be completed in approximately twelve (12) months from the contract award date.

2.5 PROJECT BUDGET

Sufficient funds exist for the design phase but no budget has been established for the construction phases of this project. The project is expected to be constructed using various public funding sources though private fundraising and other types of public-private arrangements may also be considered.

2.6 ROLE OF THE CITY

2.6.1 CITY'S PROJECT MANAGER

CRTKL, the city's Urban Design Consultant will be assigned as the City's Project Manager and Point-of-Contact. CRTKL will be responsible for day-to-day oversight and management of the Consultant.

Project Director

Craig Lewis, FAICP, LEED AP, CNU-A

Email craig.lewis@crtkl.com

Phone (704) 609-9841

Project Manager

Amanda Morrell, RLA

Email amanda.morrell@crtkl.com

Phone (214) 908-7083

The City will provide reasonable assistance to the Consultant in the scheduling of meetings, and coordination with outside agencies and City staff. However, the City's assistance will not limit the Consultant obligations to perform the Services as specified. The City will rely on the personnel, experience, and expertise of the Consultant to ensure the required scope of services.

The City will be the lead for all outreach and engagement. The Respondent will provide content including imagery, posters, and presentations as requested by the City as appropriate for the stage of work.

2.6.2 PROJECT STEERING COMMITTEE

General oversight and direction will be provided by a project steering committee to be appointed by the City. It is expected that membership will include elected officials, city staff, adjacent property owners/tenants, local arts/programming representatives, and members of OneSpartanburg. A regular meeting of in-person and virtual meetings with the Steering Committee will be established as a part of the Project Management Plan. The Consultant shall provide all relevant materials in advance of each meeting as approved by the Project Manager.

3 PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS

3.1 REQUIRED CONTENT

The detailed requirements set forth in the 3.2 Proposal Format are considered the minimum required elements. Failure by any Consultant to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFQ and the applicable law and/or regulations will not be processed.

All costs incurred by the Consultant associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The City of Spartanburg reserves the right to issue a contract without further negotiation using the information contained in the RFQ. Failure of a prospective Firm to accept this method of contract development will result in cancellation of the award.

3.2 M/WBE GOAL

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 **15%**.

Any questions or any assistance please contact:

Mrs. Natasha Pitts

Email npitts@cityofspartanburg.org

Phone (864) 596-3449

3.3 PROPOSAL FORMAT

The proposal format requirements were developed to aid Consultants in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Consultant's proposal must address all the points outlined herein as required, in the following order.

1. Cover letter including acknowledgement of any addenda and key contact information
 - The proposal shall be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect.
2. Project management and staffing
 - Brief summary of each firm listed on the team.
 - Project organizational chart including proposed staff, availability, and roles and responsibilities.
 - Detailed outline of the consulting team's proposed project management approach.
3. Summary of qualifications
 - A brief summary of the qualifications of the lead firm and any subconsultants. Summary resumes of key personnel should be included here. Full resumes of the remainder of the team may be attached the submittal and are not included in the page limit.
 - A list of similar projects recently completed by the consulting team.
 - A list of recent projects on which lead team members have worked and a description of their responsibilities.

4. Project Understanding
 - A narrative addressing the existing conditions and desired outcomes
5. Project approach and schedule
 - A description of the approach to be used on this project, including the overall approach and scope of work.
 - A proposed project schedule for the project process.
6. Project references
 - The names, email addresses, and phone numbers for three contact references for recently completed projects the lead firm has worked on.
7. Required Exhibits A-E (Not included in the page limit)

Note: The proposals will be publicly opened. Only the names of the Consultant and Subconsultants will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked “CONFIDENTIAL” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, as amended (“South Carolina Freedom of Information Act”). If any part is designated as “CONFIDENTIAL”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City of Spartanburg reserves the right to determine whether this information should be exempt from disclosure.

Written addenda will be e-mailed to consultants and posted on the city’s website. Neither the City nor the consultant will be bound by any oral representations, clarifications, or changes made to this RFP unless provided in written addenda form.

3.4 SUBMISSION INSTRUCTIONS

Proposals should be limited to a maximum of 25 pages excluding front and back covers, full resumes (not exceeding 1 page per person), and required Exhibits. Please do not include section dividers and format the documents as facing pages for two-sided printing. Proposals exceeding 25 pages may be removed from consideration. Appendices other than resumes are not allowed and will not be reviewed, with the exception of attached resumes. Weblinks to external relevant material may be included.

Qualifications in electronic format must be submitted through the <https://www.cityofspartanburg.org/bid-opportunities> portal. Submissions cannot exceed 50 MB:

- Proposals shall be submitted no later than Friday, September 2, 2022 at 3:00 pm EDT. Proposals will not be accepted after the deadline.
- Files larger than 50 MB will not be accepted.
- Consultants assume the risk of their selected method of delivery.

Costs incurred by consultants in preparing and submitting their proposals for consideration by the City shall not be reimbursed.

3.5 SELECTION PROCESS

A selection committee composed of City of Spartanburg employees, the Project Manager, and others deemed appropriate by the City shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms given consideration to information provided in the proposals. The City shall have the right to designate a “short list” of qualified Consultant’s based on the above initial evaluation scores. These vendors will be considered “finalist” and may then be requested to appear before the Selection Committee for oral and visual presentations as applicable.

Award of any proposal may be made without discussion with Consultant after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

The City reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Consultant. Final selection will be made subsequent to such meetings, if held.

The award of the contract, if awarded, will be made to the Consultant providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, and quality of service, ability to provide support, the Consultant's experience and the Consultants references. At the City's discretion, one or more firms may be engaged for this work.

Representatives of City of Spartanburg will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with City of Spartanburg may be considered as an unqualified source and their proposal may be rejected. City of Spartanburg reserves the right to exercise this option as is deemed proper or necessary.

3.6 CONTRACT NEGOTIATION

During the contract negotiation phase the selected Consultant will be responsible for developing and submitting a detailed Project Scope, proposed Time Schedule, and their proposed fees. The information provided by the selected Consultant shall be consistent with the requirements of this RFQ and is subject to approval by the City of Spartanburg. Once the negotiation phase is complete such information will be included in the contract documents.

3.7 PROPOSAL EVALUATION CRITERIA

The City Staff Team will evaluate proposals based on the factors outlined within this RFQ, which shall be applied to all eligible, responsive proposals in selecting the successful Firm. The City Staff Team reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City Staff Team reserves the right to make such investigations of the qualifications of the Consultant as it deems appropriate.

Proposal evaluation criteria will be grouped into percentage factors as follows:

Category	Maximum Points
Lead Consultant Qualifications & Capabilities	30
Past Relevant Project Experience	25
Sub-consultant Qualifications	15
Project Approach & Schedule	15
References	10
Compliance with City's M/WBE Goal (15%)	5
Total Possible Points	100

EXHIBIT A

BIDDER CONFLICT OF INTEREST DISCLOSURE AND GOVERNMENT COMPLIANCE CERTIFICATION 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 _____ Yes

A. Conflict of Interest

1. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 - a. Respondent may have an unfair competitive advantage; or
 - b. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
2. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
3. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.
4. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
6. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

7. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

B. 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.

C. 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 Consultant's prior written consent.

D. Availability of Records

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.

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.

E. 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.

F. 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.

G. 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.

H. 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.

I. Davis Bacon Requirements

When applicable contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

J. 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.

K. 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.

L. Laws

The laws of the State of South Carolina and applicable federal law shall govern the contract.

M. 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.

BIDDER CONFLICT OF INTEREST DISCLOSURE AND GOVERNMENT COMPLIANCE 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.

Signature

Name of Authorized Official

Title of Authorized Official

Phone

Email Address

Date

EXHIBIT B

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, “Government-wide Requirements for Drug-Free Workplace (Financial Assistance)” (published in the Federal Register on November 23, 2003, 68 FR 66534).

Signature

Name of Authorized Official

Title of Authorized Official

Phone

Email Address

Date

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- A. Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- B. Have have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- D. Have have not within a three-year period preceding award of this contract agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Signature

Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. _____ (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.

Signature

Sworn to and subscribed before me this _____ day of _____, 2022.

Name of Authorized Official

Notary

Title of Authorized Official

My Commission Expires:

Date

EXHIBIT E

CERTIFICATION REGARDING M/WBE COMPLIANCE

Respondents are required to complete only one of the following two forms as applicable. Because this is a Request for Qualifications, it is not necessary to insert a Subcontract Amount in the Good Faith Effort form. An estimated percentage of work to be performed by the M/WBE firm is sufficient. This form may also be downloaded from: https://www.cityofspartanburg.org/cms_assets/finance/Good%20Faith%20Effort%20Document.pdf

MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and **included in your bid document**. This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

BID NO:	DATE:
PROJECT NAME:	
PRIME CONTRACTOR:	ADDRESS:
CONTACT PERSON:	CITY: _____ STATE: _____
TELEPHONE: ()	EMAIL:
	FAX: ()

MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	%
Total Contract Amount						\$	
MWBE CLASSIFICATION							
MBE-B - African American MBE-S - Asian American MBE-H - Hispanic American WBE - American Woman MBE N/A - Native American							

NON-MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	%
Total Contract Amount						\$	

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



