



<https://www.cityofspartanburg.org/bid-opportunities>

# Legal Notice

## Request for Qualifications HOME American Rescue Plan (ARP) Act – Annual Action Plan

City of Spartanburg  
P.O. Box 1749  
145 W. Broad Street  
Spartanburg, SC. 29304  
864-596-2790

Email:  
[cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org)

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is seeking qualifications from firms to prepare the City of Spartanburg’s HOME American Rescue Plan (ARP) Act – Annual Action Plan.

### **Proposal No: 2223-11-08-01**

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.

**Please submit one original, 1 printed copy, and a flash drive of one PDF of your sealed proposals:**

**Sealed Proposals are Due Tuesday, November 8, 2022, no later than 3:00 PM.** Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical question regarding the scope of services should be directed to Martin Livingston, Community Development Director, at the City of Spartanburg at 864-580-5323.

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**

Proposals can be hand delivered, or mailed (**USPS, FEDEX, or UPS**)

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

## CITY OF SPARTANBURG – HOME APR SCOPE OF WORK

On March 11, 2021, President Biden signed ARP into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through HOME to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units. The program described in this notice for the use of the \$5 billion in ARP funds is the **HOME-American Rescue Plan** or “**HOME-ARP**.”

ARP defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) (“**McKinney-Vento**”); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

ARP authorized HUD to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (“**NAHA**”). On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at [24 CFR 92.50](#) and [92.60](#). The HOME-ARP allocation amounts can be found [here](#).

The City of Spartanburg is an entitlement community that will be receiving an allocation of HOME ARP fund to address homelessness in the community. City staff is requesting qualifications for the following deliverables:

1. Consultation with local homeless area providers in the Upstate Continuum of Care including but not limited to United Housing Connections, Cherokee Union Spartanburg Homeless Coalition, McKinney Vento School District Counselors, Other Housing providers, via surveys, public hearings, meetings conducted by consultants, staff, and other communication necessary to collect the necessary data; and
2. Based on the consultation with Homeless providers and the community provide written recommendations for a referral and data collection method;
3. Advise on eligible uses based on the consultation with local and regional homeless providers and the community; and
4. Advise on any preferential client selection process based on collected data and consultation with homeless providers and the community; and
5. Provide a PowerPoint for staff presentations at Public Hearings, community meetings, and City Council meetings; and
6. Provide a completed written HOME ARP Action Plan for submission to the U.S. Department of Housing and Urban Development that meets the requirements of 24 CFR 92.50 and 92.60; and
7. Any additional technical assistance determined by staff to meet the U.S. Department of Housing and Urban Development requirements for submission.

## **SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

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Deliver one original, 2 printed copies, and a flash drive with one PDF document of the required submittals in a sealed envelope or box clearly marked with the words “RFQ – HOME ARP – Annual Action Plan” to the following address:

Carl Wright  
Procurement Manager  
City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

**Addendum and Update Procedures for the RFQ** – During the period of advertisement for this RFQ, the City of Spartanburg may wish to amend, add to, or delete from, the contents of this RFQ. In such situations, the City of Spartanburg will issue an addendum to the RFQ setting forth the nature of the modification(s). The City of Spartanburg will email and/or fax the addendum to all entities receiving a copy of this RFQ directly from the City of Spartanburg, as well as post any addenda on the City of Spartanburg website.

**Response Format** – All responses shall be submitted in 8 ½ X 11-inch format, stapled or bound. Larger size pages or inserts may be used provided they fold to 8 ½ X 11 inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal to facilitate internal duplication of the submittal. Responses shall be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the response, if necessary. Organize the response in response to the Submission Requirements, taking care to address all issues identified in the Scope of Services. The front cover of the response shall bear the name of the RFQ, the date, and the respondent’s name, address, phone and fax number.

**Submittal Forms** – Provide, as a part of the response, all required certifications on forms included in this RFQ. Each form that requires signatures must bear an original signature.

**Acceptance of Responses** – Responses must be signed, sealed and received in completed form at the City of Spartanburg property and Procurement Office located at 145 West Broad Street, Spartanburg SC 29304 no later than the response submission time and date. Unsealed responses will not be accepted. Responses submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the originator. The City of Spartanburg reserves the right to accept or reject any or all responses, to take exception to these RFQ specifications, or to waive any formalities. Respondent may be excluded from further consideration for failure to fully comply with the specifications of this RFQ.

**Time for Reviewing Responses** – Responses received prior to the due date and time will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no response received thereafter will be considered. Responses will not be publicly opened. Responses once submitted become the property of the City of Spartanburg.

**Withdrawal of Responses** – Responses may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt, provided that written confirmation of any telegraphic withdrawal over the signature of

the Respondent is placed in the mail and postmarked prior to the time set for response opening. Negligence on the part of the Respondent in preparing its Response confers no right of withdrawal or modification of its response after the due date and time.

**Certification of Legal Entity** – Prior to execution of the contract agreement, the respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under laws of the State of South Carolina.

**Costs Borne by Respondents** – All costs related to the preparation of this RFQ and any related activities are the responsibility of the respondent. The City of Spartanburg assumes no liability for any costs incurred by the respondent throughout the entire selection process.

**Best Available Data** – All information contained in this RFQ is the best data available to the City of Spartanburg at the time the RFQ was prepared. The information given in the RFQ is not intended as representations having binding legal effect. This information is furnished for the convenience of respondents and the City of Spartanburg assumes no liability for any errors or omissions.

**Respondent Responsibilities** – Each respondent is presumed by the City of Spartanburg to have thoroughly studied this RFQ and become familiar with the package's contents and the location, nature, etc. of the sites covered by the RFQ package. Any failure to understand completely any aspect of this RFQ or the proposed sites is the responsibility of the respondent.

**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 effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or 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.



**SELECTION PROCESS AND PROPOSAL EVALUATION**

A selection committee composed of City of Spartanburg employees 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 proposers based on the initial evaluation. These vendors will be considered “finalist” and may then be requested to appear before a Selection Committee for oral and visual presentations as applicable. Final selection will be made subsequent to such meetings, if held.

| Evaluation Criteria  | Maximum Points |
|--|----------------|
| <b>Professional Qualifications and Experience</b> – Professional qualifications of key team members necessary for satisfactory performance work on project activities. Firm has specialized experience conducting similar research and working on similar projects, particularly in diversity of methodologies required to a variety of data to create a full picture or needs, assets, and potential solutions. Firm has adequate staff and capacity to accomplish the work for this project.   | 5              |
| <b>Project Approach</b> – Firm has a detailed understanding of the key data sources and assets (local, state or federal; private or public) that may be used to conduct research. The selected firms approach to the project recognizes the special circumstances in working with advisory committees, public agencies and developing public-private partnerships. Adequacy in identification of actions needed to carry out the required tasks in a successful manner. Reasonability of schedule/timetable for completing various stages of the project, given the expected factors associated with each particular task. The firm and any other key participants must clearly demonstrate the financial ability to act on this opportunity in a timely manner. | 5              |
| <b>Past Performance / Qualifications Experience and References</b> – The firm must demonstrate a successful track record of experience in similar endeavors. Past performance on project contracts with government agencies. Demonstrated ability to work effectively with public agencies and related parties.  | 5              |
| <b>Conformance to the requirements of this solicitation</b> - All appropriate forms included. The firms responsiveness to the proposal requirements and guidelines.  | 5              |
| <b>Minority- and Women-Owned Business (MWBE) Participation</b> – The City encourages the participation and inclusion of Minority and Women-Owned Businesses.   | 5              |
| <b>Total Maximum Points</b>  | 25             |

**POINT OF CONTACT**

Respondents to this RFQ are specifically directed not to contact any City staff member other than the contact indicated below. It is suggested that you send a single email inquiry if there are multiple questions concerning the scope of professional services required.

Martin L. Livingston, Jr.  
 Neighborhood Services Department  
 Phone: (864) 580-5323  
 Email: [mlivingston@cityofspartanburg.org](mailto:mlivingston@cityofspartanburg.org)

**EXHIBIT A**

**BIDDER / COMPANY**

I certify that I own sufficient equipment/resources to complete this project. Also below are sub-contractors that will work on this project.

---

**Company / Individual Name**

---

**Address**

**City / State / Zip**

---

**Email Address**

**Office Phone Number**

---

**Cell Phone Number**

---

**Company / Individual Signature**

**Date**

**SUBCONTRACTORS**

---

**Company Name**

**Office Phone Number**

---

**Address**

**City / State / Zip**

---

**Email Address**

**Cell Phone Number**

---

---

**Company Name**

**Office Phone Number**

---

**Address**

**City / State / Zip**

---

**Email Address**

**Cell Phone Number**

**Make additional copies of this page if necessary.**

## EXHIBIT B

### Company References

**List only references you have completed work for in the last twelve months.**

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax #: \_\_\_\_\_

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**Company / Individual Name**

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**Contractor/Owner Signature**

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**Date**

## EXHIBIT C

### 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

**EXHIBIT D**  
**Insurance Requirements**  
Winner will provide COI

**CITY OF SPARTANBURG**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS**  
*Revised July 1, 2016*

**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**

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.

**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 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 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

**EXHIBIT E**

**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 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

Exhibit G

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>STATE:</b> |
| <b>PRIME CONTRACTOR:</b>        | <b>CITY:</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    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        |            |             |         |       |                              | \$                 |           |