



Legal Notice

Request for Proposal Pest Control

City of Spartanburg
P.O. Box 1749
187 W. Broad Street
Spartanburg, SC. 29304
Email: cwright@cityofspartanburg.org

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from qualified vendors to provide pest and rodent control services for city owned buildings at various City locations.

Proposal Number: 2425-11-05-01

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 and all the required Building Permits.

There will be pre-bid meeting held at the City Hall, Procurement Conference Room, 187 W. Broad Street Spartanburg, SC 29306 on **Tuesday October 22, 2024 9:00 AM.**

Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for Bids.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager on or before **Friday November 05, 2024, no later than 3 PM**, City Hall, 187 West Broad Street at which time they will be publicly opened and read aloud in the Conference Room, same location.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 1749
187 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and the complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids. The following Proposal Number Must be placed on the outer envelope in order for the bid to be Stamped in as accepted on time: **Proposal No: 2425-11-05-01**

Submission of Questions and Qualifications Statement

Submit two (2) complete copies of the firm's Proposal Statement. Submittals received by facsimile machine or other electronic transmittal will not be considered. Submittals are to be in sealed envelopes or boxes marked with the caption "Pest Control" and must be submitted to the attention of Mr. Carl Wright, Procurement and Property Manager, City of Spartanburg, P.O. Box 1749, Spartanburg, South Carolina 29304-1749, **by 3:00PM, November 05, 2024**. If using courier service, submittals should be sent to the attention of Mr. Carl Wright, Procurement and Property Manager, City of Spartanburg, 187 West Broad Street, Spartanburg, South Carolina 29306.

Proposal Number MUST be placed on the outer envelope for the bid to be stamped in as accepted on time:

Technical questions regarding the scope of services should be directed to Tony McAbee, Facility Maintenance Manager, (864) 596-2107 or by email at tmcabee@cityofspartanburg.org Questions regarding the RFQ process should be directed to Mr. Carl Wright, Procurement and Property Manager at (864) 596-2790 or cwright@cityofspartanburg.org

Affirmative Action

The contractor shall take affirmative action in complying with all state and federal requirements concerning fair employment and the treatment of all employees without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.



Price Page

Request for Proposals
for Pest Control

City of Spartanburg
P.O. Box 1749
187 W. Broad Street
Spartanburg, SC. 29304
Email: cwright@cityofspartanburg.org

September 27, 2024

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

Addenda Number: _____ Date: _____
Addenda Number: _____ Date: _____

	Monthly Cost		Total bid
	\$	X 12 Month	=

COMPANY NAME: _____

Contact: _____

Signature: _____

Address: _____

City: _____ State: _____

Cell# : _____ Zip: _____

Email: _____



Pest Control

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

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

Company Name: _____
By: _____ (Signature)
_____ (Printed Name)
Title: _____
Date: _____
Address: _____ Email: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Addenda Number: _____ Date: _____
Addenda Number: _____ Date: _____

BASE PRICE for Total Cost Removal \$ _____
Pest Control

Please complete the provided proposal sheet which outlines the cost.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / _____ **Email:** _____

_____ submits here with our proposal in response to the bid request
(Company Name)
number shown above in compliance with the description(s) and specifications (s) for the following:

PEST CONTROL SCOPE OF WORK

SCOPE OF WORK

Performance of Pest Control Services

A. All pest and rodent control work shall be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures; and shall be under the direct supervision of a qualified locally licensed pest control operator, supervisor licensed by the State of South Carolina. Pest control shall include consultation, inspection, and actual performance of effective insect and rodent control. To effectively eliminate pests, alternation between spray and bait shall be utilized. Vendor shall supply required documentation for verification of valid licenses.

B. An Evaluation of the pest control program will be held quarterly. Meetings will be held on the 2nd Tuesday of the following months February, May, August, and November between The Building Maintenance Manager and The Contractor.

C. The Contractor shall provide all necessary equipment and supplies necessary to provide effective onsite pest control management and trapping. Services provided include but are not limited to routine treatment preventive maintenance for the following:

1. Insect & Arthropods
 2. American Roaches
 3. Brown Banded Roaches German Roaches
 4. Oriental Roaches
 5. Pharaoh Ants
 6. Sweet Ants/Sugar Ants/Ants
 7. Silverfish
 8. Black Widow Spiders/Spiders
 9. Brown Recluse Spiders
 10. Fleas/Ticks
 11. Millipedes/Centipedes
 12. Crickets/Earwigs
 13. Wasps, Yellow Jackets, Hornets, Cicada Killers and any other flying insects and Scorpions.
 14. Mice/Rats
 15. Snakes
 16. Squirrels
- The control of other common pests and insects that may appear.
 - The contractor shall locate nests, routes traveled, point of entry and treat those areas as well, including but not limited to door thresholds/ frames, windowsills, and other potential points of entry.
 - The control of flies by timed released sprays or equivalent.
 - Visible webs and hornets/ wasps' nest will be removed during inspections.

- The control of rats, mice and snakes by means of rodent boxes and today's standards for controlling
- The word "CONTROL" is defined as the periodic eradication of existing infestation within practical limits. Complaint service, if necessary, at no additional charge.
- One-time special treatment of facilities per year to control pests included in contract.

D. Bait Stations (All bait stations must be included in cost of service)

Rodent Control.

As a rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by The City of Spartanburg. **Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc.** The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the City officials prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals-- or in EPA-approved, tamper-resistant bait boxes. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following rules:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut.
 - All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
 - Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each servicing

E. Records

Legibly prepare and maintain pest-monitoring logs at each site to record the number and type of pests encountered by the pest manager during scouting or visual inspections. These monitoring logs will serve both as a preventive and an evaluative role

These records will act as a preventive because information obtained through monitoring can indicate the need for an immediate control action. They are evaluative because they can reveal long-term records and general trends in pest populations that can be used to evaluate the success of specific control measures. These logs will obtain the following information:

1. Information about the pest species encountered
2. Date and time sighting occurred
3. Who encountered the pest sighting
4. Contact information
5. Documentation of conditions that possibly promoted pest activity
6. Non-chemical control recommendations, such as repairing leaks or removing clutter etc.
7. Action taken to resolve issue reported

MATERIALS

- The materials used in pest control work shall conform to Federal, State and Local ordinance and laws, and shall be acceptable to the City. The contractor shall comply in every respect with Federal, State and Local laws, ordinances, etc., relating to the performance of the contract.
- The contractor shall ensure maximum precautions for public safety in the use of chemical products or equipment that might be hazardous if improperly handled
- The Contractor shall provide Safety Data Sheets to the Building Maintenance Department on all chemicals used (Submit Data Sheets with Proposal)

- Rodenticide shall be used with all due precaution to obliterate the possibility of accidents to humans, domestic animals and pets that shall be acceptable to the City. **An odorless chemical is preferred.**

- Special care shall be exercised in the use of liquid insecticides in areas having an asphaltic, mastic, or linoleum floor surface. Care should be taken not to discolor or damage carpet or furniture.

SCHEDULE

- The service representatives shall proceed to the City premises **ONCE MONTHLY during office hours.** Pest control shall include all internal office areas; Areas to be treated include but are not limited to: meeting, conference rooms, public and common areas (including restrooms), hallways, stairways, maintenance, storage areas, employee break and locker areas, garbage handling, waste disposal areas, food service, and preparation areas, parking garages, exterior to 5 ft. of buildings. Service representative shall make additional visits and treatments as they are deemed necessary. Such requested service visits shall be made promptly.

ADDITION OR DELETION OF BUILDING(S) TO BE SERVICED

- The buildings to be serviced under this agreement are specified on the bid form with the individual contract price. Any building(s) added or deleted by the City from said bid form will result in equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a building(s) is deleted, the price as then in effect on said individual building(s) will be prorated over the remainder of the terms of this agreement, and so subtracted from the monthly installment of the contract price that becomes payable thereafter.

Commercial Applicator Licensing

Vendor must comply with Title 46 – Agriculture CHAPTER 13. PESTICIDE CONTROL ACT
If you apply any herbicides, insecticides, rodenticides, or other types of pesticides to another person's property as part of your job and/or for compensation, you are a Commercial Applicator and must be licensed in the state of South Carolina. **Please submit you license with the bid document**

LIST OF FACILITIES AND LOCATIONS

1. City Hall – 187 West Broad Street
2. Police Department- 206 North Forest Street
3. Traffic Services- 189 John B White Sr. Blvd
4. Fleet Garage- 801B Union Street
5. Public Works Offices 801A Union Street
 - Public works Building (801C)
 - Public Works Building (801D)
6. Fire Departments - 1 - 450 Wofford Street (note: same address as IT)
7. Fire Departments - 2 -905 Union Street
8. Fire Departments – 3 -510 Magnolia Street
9. Fire Departments - 4 - 200 Camelot Drive
10. Fire Departments - 5 - 1075 Fernwood Glendale Road
11. Northwest Center- -701 Saxon Avenue
12. TK Gregg Center – 650 Howard Street
13. Ambassadors/Downtown PD Unit-100 North liberty Street 2nd floor
14. CC Woodson Center- 210 Bomar Avenue
15. Train Depot- 298 Magnolia Street
16. Airport- 500 Ammons Road
 - a. Hanger C
 - b. Jet Center
 - c. Main facility
17. Development Services Office- 440 South Church Street
18. Thornton Center- 500 Highland Avenue
19. Building Maintenance- 305 West Henry Street
 - Henry Street Washhouse
 - Ground Maintenance Building
20. IT -450 Wofford Street
21. Four parking garages includes offices
 - Kennedy- 160 East Kennedy Street
 - Magnolia- 100 North Church Street
 - Dunbar- 150 Dunbar Street
 - St.John’s- 130 East St. John Street

Submit all questions in writing to: No questions will be answered verbally.

Tony McAbee
Building Maintenance Manager
City of Spartanburg
tmcabee@cityofspartanburg.org

CITY OF SPARTANBURG, SC
Bidder Conflict of Interest Disclosure Form

RELATED PARTY RELATIONSHIP & TRANSACTIONS QUESTIONNAIRE

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

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

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

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

CERTIFICATION

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

Name of Authorized Official

Title of Authorized Official

Date

Signature

Phone

Email Address

Contractor References

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

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name

Contractor/Owner Signature **Date**

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 Contractor (Subcontractor, etc.)

Contractors Signature

Date

CITY OF SPARTANBURG

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

CONTRACTOR'S LIABILITY AND OTHER INSURANCE:

Contractor/ The 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 - \$1,000,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$1,000,000**

Commercial General Liability: The amounts of such insurance shall not be less than: **Each Occurrence - \$2,000,000; Damage to Rented Premises - \$300,000; Med Expenses (per person) \$10,000; 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 the Contractor, any subcontractor, performs such operations or anyone directly or indirectly employed through affiliation with the General contractor.

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 – The City of Spartanburg does require Workers Comp coverage for all contractors/vendors. This coverage shall meet the following **STATUTORY requirement of the State of South Carolina. Employers Liability: Each Accident \$500,000 - Disease Each Employee \$500,000 and Disease Policy Limit \$500,000. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.**

Revised September 5, 2024

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

**All emailed Certificates of Insurance can be forwarded to:
kbooker@cityofspartanburg.org

** All Certificate of Insurance submitted via postal mail can be sent to:
City of Spartanburg
187 W. Broad St.
Spartanburg, SC 29306
Attn: Kenneth Booker

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: _____

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,
directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this
Offer.

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary

My Commission Expires: _____

GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HEREBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM ALL ELEMENTS OF THE WORK PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature _____

Notary Seal

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL



MWBE Good Faith Effort Participation Commitment Contract

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

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

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).

_____ (Name of Corporation or Entity)

By: _____ (Signature)
_____ (Print)

name)

Title: _____
Date: _____

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes ____ No ____ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME _____