



CITY OF SPARTANBURG
FIRE STATION ONE
450 WOFFORD STREET
SPARTANBURG, SC
PROJECT ARCHITECT #1599

12-12-2022

City of Spartanburg
P.O. Box 1749
Users of FedEx or UPS
145 W. Broad Street
Spartanburg, SC. 29304
Email:
cwright@cityofspartanburg.org

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting a sealed bid for renovations of **CITY OF SPARTANBURG FIRE STATION ONE 450 WOFFORD STREET SPARTANBURG, SC.** Bids will be received for Single Prime Contracts (Single Prime bid which includes General, Plumbing, Mechanical and Electrical constructions)

Bid Number: 2223-01-31-1

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, before awarding the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License. Each bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the Bid. Bid Bond Shall be enclosed in a separate envelope. Raised security seal is required.

For Technical questions regarding the scope of services, drawings & specs should be directed to:
Arend Jan de Voest – City of Spartanburg
jdevoest@cityofspartanburg.org

Pre-Bid Conference: It is highly encouraged that all interested bidders attend the prebid conference scheduled on **December 20, 2022, at 3:00 AM** (Tuesday) at 450 Wofford Street, Spartanburg SC. A Minority -Women Business "Meet and Greet" will occur following the prebid conference

Sealed Bids shall be submitted to Carl Wright, Procurement, and Property Manager, on or before **Tuesday, January 31, 2023, until 3:00 PM**, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the City Hall Training Room, 145 W. Broad Street.

Please submit two (2) copies of your sealed proposals hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 1749 or
Users of FedEx or UPS at 145 W. Broad Street
Spartanburg, SC. 29304
Attn: Procurement and Property Division

Bid Number: 2223-01-31-1 MUST appear on the outside of the mailer

For additional instructions, see **AIA A701-2018 "Instruction to Bidders"** included in the specifications.

Complete plans and specifications may be obtained online through the NextPlans plan room. To become a registered plan holder, you must sign up and order a full set of the bid documents by visiting the following **web address: <http://scn.nextplans.com>**.

Add the documents to your cart and proceed through the checkout process. Digital downloads are free to registered plan holders or you may order hard copy plans at .10/sq. f.t.-plans and .10/page-specs. The only means by which PDF's are to be provided is via download from NextPlans. Credit Card only. This is not a deposit and no refunds will be issued after successful delivery of project documents. After download, you may distribute these documents to your potential bidders through your normal channels. This site will be open to sub-prime bidders as well, allowing them to view prime bidder information and order bid documents. NextPlans is the only official plan holder site. Notification of addenda, pre-bid meetings, award information, etc will come via email through this site and be published for all registered users to view. For those not familiar with NextPlans or who need technical assistance, please contact NextPlans support at (866.)215.0428 or email nextplans@sharpeimages.com.

Request for Proposal (RFP) Construction Services for Fire Station One Renovation

Project: **Fire Station One Renovation**
450 Wofford Street
Spartanburg, S. C. 29301

Owner: City of Spartanburg
PO Box 1749
Spartanburg, SC 29304-1749

Submission Deadline: January 31, 2023 until 3:00 PM (Tuesday)

Owner's Representative: Jan de Voest
(864) 562-4398
jdevoest@cityofspartanburg.org

Project Architect: Stewart, Cooper, Newell Architects
Ken Newell
(704) 865-6311
knewell@scn-architects.com

I. REQUEST FOR PROPOSAL (“RFP”)

The City of Spartanburg, SC (“Owner”) is seeking proposals from General Contractors with experience in construction for the renovation of the new Spartanburg Fire Station One. The Owner intends to select a contractor to provide bid proposal for construction of Fire Station One Renovation. Contractor proposal will be reviewed, and the best qualified low-cost contractor will be selected.

II. PROJECT DESCRIPTION

The Owner’s intent is to renovate the existing Integral Solution building at 450 Wofford Street into the new Fire Station One. The new work will include all aspects of a fire station with living quarter, day room and kitchen, dedicated space for cleaning of equipment, training rooms, apparatus areas and administration areas. Construction services will also include site work and site preparation.

III. SCOPE OF WORK

Construction Project Services

The Owner intends to select a General Contractor to provide construction services for the Fire Station One Renovation. The Owner is seeking General Contractors with considerable knowledge of construction means and methods, knowledge of materials and placement methods, and skilled trade considerations. Construction services will include (but are not limited to) demolition, evaluation of the site, grading, concrete placement, mechanical, plumbing, electrical, structural steel, process planning, vendor solicitation, and construction cost analysis for value engineering. Design Drawings and Specifications developed by Stewart, Cooper, Newell Architects.

All Contractors and Subcontractors must be properly licensed in the Group, Classification, and/or Sub Classification as required by the South Carolina Licensing Board for Contractors. Bids will not be accepted from improperly licensed or unlicensed Contractors and/or Subcontractors.

Bids will be accompanied by Certified Check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of equal to **5%** of the total bid. The certified check or bid bond will be retained if the successful Bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required by the Contract Documents.

A Performance Bond and Labor and Material Payment Bond in the amount of 100% of the Contract Sum will be required for this project. All Bonds must be executed in accordance with and conditioned as prescribed by the Laws of the State of South Carolina.

Selected Contractor shall be required to begin work upon receipt of Notice to Proceed as issued by the Owner with an adequate force to carry the work forward as rapidly as possible and complete it within **300** consecutive calendar days. (240 days for Substantial Completion and 60 days for final completion) as stated on the Bid forms.

Liquidated Damages in the amount of **\$1,500.00 per calendar day** will be assessed for each day beyond the scheduled completion date for the work that remains incomplete and **\$200.00 per day** for each calendar day beyond the scheduled completion date for Final Completion.

Contractor shall include in their bid the use of a third-party web & cloud-based form submittals during the construction to keep all the docs intact, easy to track & record (Ex. Shop drawings, RFI, Change Orders, Bulletin Drawings, Close-out docs, etc.). "Submittal Exchange" such as Procore, Oracle, etc.

Fire Station One shall remain as an active fire station/administration offices during the construction phases of this project. Areas of the Administration shall be secured during the duration of the project.

The contractor that is awarded the proposal and all subcontractors will be required to obtain a City of Spartanburg Business License and all the required Building Permits. All vendors/subcontractors are required to obtain Trade Permits.

IV. STATEMENTS OF QUALIFICATIONS

Statements of Qualifications should be self-explanatory and presented in a manner to provide a straightforward presentation of the firm's capabilities and qualifications. Elaborate brochures and other promotional type materials are not desirable. The format shall address and respond to each requirement of the RFP as outlined below. **Contractor may use AIA A305 (Optional)**

- 1) History of the Contractor, including year the firm was established, type of ownership and two principals to contact. Include title, telephone and email.
- 2) A summary of any organizational or ownership changes that are anticipated to occur during the Project.
- 3) Location of corporate headquarters and other divisional offices.
- 4) Location of offices(s) that will be involved in this Project during the construction phase services.
- 5) Description of contractor's project team to include the name, responsibilities, and resumes of key personnel that will be assigned to this project.
- 6) Description of how contractor's team will be organized and assigned responsibility for this project.
- 7) Provide a minimum of 5 examples of projects similar in scope and size.
- 8) Provide evidence of meeting or exceeding the project schedule requirements for a minimum of five (5) different projects. For each project, the following information should be provided: project name, location, dates in which the project was constructed, (square footage, number of stories, site areas, etc.) contract cost, change orders during the project, and start dates with scheduled completion and actual completion dates.
- 9) Evidence of capabilities for construction scheduling, material procurement, and assurance that plans, specifications, and schedules are met.
- 10) Contractor shall submit a copy of your firm's safety program and accident record. Provide your accident rate for the past three years and list the contact persons, addresses, and phone numbers for the firm's insurance carrier and agent.
- 11) A statement addressing the General Contractor's present and projected workload and how this project will be scheduled within that workload.
- 12) Third party evidence of required licenses, insurance, and financial and bonding capabilities necessary to fulfill his responsibilities for this project. The City may require supplementary evidence of financial stability prior to signing a contract for services. Note the City is a public body subject to the State of South Carolina Freedom of Information Act. Information submitted as part of this RFP may be subject to public release.
- 13) A statement of the General Contractor's past performance in contracting with Minority and Women Owned Business Enterprises ("MWBE") in projects completed in the last 12 months. This statement should provide the number of MWBE vendors, suppliers, or subcontractors and the percentage of MWBE participation in each of General Contractor's projects completed since January 21, 2022.

- 14) Statement of Proposal shall be mailed or hand delivered in sealed envelopes, identified as "Statement of Proposal – Fire Station One Facility" on or before **January 31, 2023 (Tuesday) no later than 3:00 PM** to: Carl Wright, Procurement and Property Manager at 145 West Broad Street (City Hall) or mail to P.O. Box 1749, Spartanburg, SC 29304. Statement of Proposal received after the deadline will not be considered. The Owner, by way of this RFP, does not commit itself to award a contract or pay any costs incurred in the preparation of a proposal. The Owner further reserves the right to accept or reject any or all Request for Proposals.

V. SELECTION, AWARD PROCESS, AND SCHEDULE

The Owner intends to select the General Contractors and determine the most qualified and responsive firm. The Owner will act, at its sole discretion, in what it considers to be in the best interest of the Owner. The Owner will evaluate the comparable experience, capability, project management, workload, financial strength, history of engaging MWBE's, and other factors the Owner deems pertinent. The Owner will be the sole judge in determining the most qualified firms. Any protests or objections of the Owner's Request for Proposal, selection of contractor, and/or contractor award process must be submitted in writing to Carl Wright, Procurement and Property Manager, City of Spartanburg, P.O. Drawer 1749, Spartanburg, South Carolina 29304 within 10 calendar days from date of awarding the contract.

A Pre-Bid Conference will be held Tuesday December 20, 2022, at the project site: 450 Wofford Street, Spartanburg, South Carolina at **3:00 PM**. All interested Contractors are **highly encouraged to attend**. A **Minority -Women Business "Meet and Greet" will occur following the pre-bid conference**.

All Contractors and Subcontractors must be properly licensed in the Group, Classification, and/or Sub Classification as required by the South Carolina Licensing Board for Contractors. Bids will not be accepted from improperly licensed or unlicensed Contractors and/or Subcontractors.

A Performance Bond and Labor and Material Payment Bond in the amount of 100% of the Contract Sum will be required for this project. All Bonds must be executed in accordance with and conditioned as prescribed by the Laws of the State of South Carolina.

VI. QUESTIONS REGARDING THE RFP

Project related questions should be directed to Jan de Voest, Owner's Representative at (864) 562-4398 or jdevoest@cityofspartanburg.org Questions regarding the RFP process should be directed to Carl Wright, Procurement and Property Manager at (864) 596-2790 or cwright@cityofspartanburg.org.

Questions shall be asked by email. **No verbal questions will be answered**. Last Day for questions will be **Wednesday January 25, 2023, at 5:00 PM**.

Bidding documents, drawings, and specifications may be examined at the following locations:

- 305 W Henry Street, Spartanburg, SC. Schedule a time for review 864-562-4398.
- Stewart Cooper Newell Architects, 719 East Second Avenue, Gastonia, North Carolina 28054 704-865-6311 and or 1-800-671-0621 ext. 100 or email: csutton@scn-architects.com
- By registering on line through the NextPlans plan room. To become a registered plan holder you must sign up and order a full set of bid documents by visiting the following web address: <http://scn.nestplans.com>. Add the documents to your cart and proceed through the checkout process.

Digital downloads are free to registered plan holders or you may order hard copy plans at .10/sq. f.t.-plans and .10/page-specs. The only means by which PDF's are to be provided is via download from NextPlans. Credit Card only. This is not a deposit and no refunds will be issued after successful delivery of project documents. After download, you may distribute these documents to your potential bidders through your normal channels. This site will be open to sub-prime bidders as well, allowing them to view prime bidder information and order bid documents. NextPlans is the only official plan holder site. Notification of addenda, pre-bid meetings, award information, etc will come via email through this site and be published for all registered users to view. For those not familiar with NextPlans or who need technical assistance, please contact NextPlans support at (866.)215.0428 or email nextplans@sharpeimages.com.

VII. 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.

DBE REQUIREMENTS

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%.

Contractors shall be required to strive to achieve the City's goal either through contractor or subcontractor participation. Contractor shall be required to provide a Good Faith Effort form as part of the goals set forward.

VIII. INSURANCE, PERFORMANCE AND PAYMENT BONDING

Any award for Construction Services will require the Contractor to provide the City with proof of Worker's Compensation, Liability Insurance, and Performance and Payment Bonds.

IX. OTHER INFORMATION

PRE-BUY OUT NEGOTIATIONS

The city is aware of the circumstances with the long lead time for product to this project. The city will enter into negotiation with the selected bidder to arrange opportunities to buy out materials for the procuring long lead items (Steel), etc. The city and contractor will discuss ways to procure these items prior to actual work on the project until such items have been given delivery dates or materials procured and are on site. The contractor will not be responsible for liquidated damages during the procurement process. There could be options to procure the needed product without the execution of the fully executed contract with a possible option to enter into an agreement with said contractor for the procurement prior to a Notice To Proceed. The procurement agreement would guarantee the contractor of a fully executed contract for the construction project.

Submit (3) three copies of Proposal

End of Request for Qualification

Attachment # 1
INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide, pay for and maintain in full force and effect, all insurance outlined herein with limits of liability not less than the limits of liability shown covering Contractor's activities, those of any subcontractors or anyone directly or employed by any of them, or by anyone for whose acts any of them might be liable.

Insurer Qualifications

All insurance should be provided through insurance companies authorized to do business in South Carolina with an A M Best's Rating of no less than A and shall be approved by and acceptable to Owner.

Certificates of Insurance

Within **5 (five) days** of execution of Contract but **PRIOR** to commencing Work, Contractor's insurer shall provide to Owner a Certificate of Insurance issued by an authorized representative of its insurer certifying that the insurance as required in this Exhibit is in full force and effect. Certificates should be sent via fax or mail to the following:

Risk Coordinator
City of Spartanburg
P. O. Box 1749
Spartanburg, SC 29304
Fax:# 864-596-2262
Email: kbooker@cityofspartanburg.org

The original of the Certificate is to be sent as well. The Certificate shall include a statement that the policies will not be canceled or non-renewed without 30 days advance written notice to Owner.

Primary Insurance

All insurance coverage required of the Contractor shall be primary over any insurance or self-insurance carried by City of Spartanburg.

Duration of Coverage

All required insurance coverage shall be maintained without interruption during the entire term of the Contract plus an additional 3 years for Products and Completed Operations Coverage following final acceptance of the Work by Owner.

Subcontractor's Insurance

The Contractor shall require any Subcontractor to purchase and maintain insurance of same types and limits required herein.

Waiver of Subrogation

The Contractor shall require all policies of insurance as required herein to be endorsed to provide that the insurance company shall waive all of its right of recovery or subrogation against Owner. The Contractor shall require similar waivers from any Sub-contractors.

Additional Insured

The Contractor’s insurance policies as required herein with the exception of Workers Compensation shall be endorsed to name Owner as an additional insured.

Insurance Coverage and Limits

Workers’ Compensation: The Contractor shall provide and maintain Workers Compensation insurance in each jurisdiction in which the Work is located.

Limits:

Coverage A – State Statutory Benefits	
Coverage B - Employers Liability	\$ 1,000,000

Specific Coverage:

- United States Longshoremen and Harbor Workers Act
- Coverage endorsement must be provided if any work is to be performed on or around navigable water.

Automobile Liability: Contractor shall provide and maintain Business Auto

Liability insurance covering bodily injury and/or property damage liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Limits:

Combined Single Limit Each Accident:	\$1,000,000
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Commercial General Liability: Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for bodily injury, personal in-jury, and/or property damage (including loss of use).

Limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000

Specific Coverage:

- Occurrence Form
- Blanket Contractual Liability
- Underground Explosion and Collapse

Umbrella/Excess Liability: Contractor shall provide and maintain Umbrella/Excess Liability Insurance on an occurrence basis with coverage as broad a underlying policies.

Limits:

Each occurrence:	\$2,000,000
Annual Aggregate:	\$2,000,000

Specific Coverage:

Blanket Contractual Liability
Follow Form Primary

Other Insurance: Any other insurance as specified by Owner in the Contract Documents.

Changes: Exceptions to specified insurance requirements shall be submitted at time of any bid.



**Request for Proposal
Fire Station One Facility
at 450 Wofford Street**

Bid Number: 2223-01-31-1

(Show this number on envelope and all correspondence)

_____ submits herewith 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:

Bidders will propose on the renovation, site work and work per the Scope of Work, Drawings and Specifications for the project.

BASE BID \$ _____ **Dollars**

ALLOWANCES: (FOR A COMPLETE DESCRIPTION OF ALLOWANCES, SEE SPEC SECTION 012100).

General Contingency Allowance: \$ 320,000.00 **Dollars**

Plymovent Allowance: \$ 135,000.00 **Dollars**

Station Alerting Allowance: \$ 125,000.00 **Dollars**

HVAC Control System Allowance: \$ 25,000.00 **Dollars**

I.T. Server Room Fire Suppression System Allowance: \$ 35,000.00 **Dollars**

Sign Allowance (Interior & Exterior): \$ 15,000.00 **Dollars**

TOTAL BID \$ _____ **Dollars**
(Includes Base Bid and All Allowances)

ALTERNATES: (FOR A COMPLETE DESCRIPTION OF ALTERNATES, SEE SPEC SECTION 012300).

Alternate # 1 Four IT Offices	\$
Alternate # 2 (3) four-fold doors in the 1 st responder bays. (Base bid is overhead doors)	\$
Alternate #3 Build the Suspended Covered Patio- 234	\$

In compliance with the proposal invitation and subject to all conditions thereof, the undersigned agrees:

- A. This proposal as stated, is open for acceptance for a period of 60 calendar days from day of pending.
- B. To furnish any and all items at the prices set forth the items unless otherwise specified, within 60 Calendar days after receipt of purchase order; Contract and/or Notice to Proceed.
- C. Signing of this Proposal form, Proposer agrees all Addenda have been read and understood.
- D. Liquidated Damages in the amount of **\$1,500.00 per calendar day** will be assessed for each day beyond the scheduled completion date for the work that remains incomplete and **\$200.00 per day** for each calendar day beyond the scheduled completion date for Final Completion.

Company Name:	
Street Address:	
City, State, Zip:	
Telephone #:	
Fax #:	
Federal ID or SS #:	
South Carolina GC License #:	

SIGNATURE OF PROPOSALER'S REPRESENTATIVE

Name & Title: _____

Date: _____

DBE REQUIREMENTS

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%.

Contractors will be required to strive to achieve the City's goal either through contractor or subcontractor participation. Contractor shall be required to provide "A Good Faith Effort" form as part of the goals set forward.

To be completed and submitted prior to final payment being made

AFFIDAVIT OF PAYMENT TO

M/WBE SUBCONTRACTORS

The undersigned certifies that _____ has made payment to all M/WBE subcontractors listed below in accordance with the contract requirements for construction of _____
Your goal for this project was 15 % MWBE.

<u>Subcontractor</u>	<u>Amount Paid</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ On this _____ day of _____, 20____,

Authorized Signature before me _____ (name) to me personally known, being duly sworn, did execute the _____ foregoing affidavit, and did so state that he/she was properly

Name of Firm _____ properly authorized by _____

_____ (name of firm) to execute the affidavit and did so on his/her free act and deed.

Title _____ **SEAL**

_____ Notary Public Date _____ My Commission _____

Expires _____

TO BE COMPLETED BY TOWN

MWBE SPENDING

Project _____
Goals: MWBE _____ %
Final Construction Cost: \$ _____
Subcontract Spending: MWBE _____ %

Verified this _____ day of _____, 20____

By _____

CITY OF SPARTANBURG
CERTIFICATE OF VOLUNTARY COMPLIANCE

The undersigned hereby certifies that it has voluntarily undertaken compliance with by bona fide, good faith efforts to identify and solicit minority businesses to supply work or materials for the project identified as:

ALL WORK SHALL BE UNDER THE GENERAL CONTRACT
(WHICH WILL INCLUDE GENERAL, PLUMBING, MECHANICAL & ELECTRICAL IN ONE
PRIME CONTRACT)

The undersigned further certifies that it investigated the ability of the identified minority businesses to provide the work or materials needed for the project.

1. As a result of the effort of the undersigned, the following minority businesses were identified, contacted, and proposals solicited. (If none, state the efforts made to identify, contact, and qualify minority businesses). (Attach separate sheets if more space needed.)

2. The following are minority businesses supplying work or materials for the project and the percentage of the overall contract representing minority businesses furnishing work or materials as indicated by each name. (Attach separate sheets if more space needed.)

_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

(If none, so indicate, but Part (1) must be fully completed).

This the _____ day of _____, 20____.

BY: _____

TITLE: _____

BIDDER'S NAME: _____

NOTE: The following information is for the Owner's use in guaranteeing that quality prime subcontractors (general, plumbing, mechanical & electrical) are used in connection with the project and is not intended as a solicitation for separate bids for subcontract work.

It is the intent of the OWNER to hire a single General Contractor who will contract and manage all sub-contractors. If the General Contractor listed as the *bidder* intends to hire or partner/team with and have another General Contractor perform any significant portion of the work **that** General Contractor shall be listed below. Failure to list additional General Contractor(s) may result in rejection of bid and forfeiture of bid deposit or bid bond.

PLUMBING CONTRACTOR:

Company Name _____
Company Address _____
City, State Zip _____
Phone No. _____
Fax No. _____
Contractor's Name _____
Contractor's License No. _____
MBE/WMBE Yes _____ No _____ PRICE: \$ _____

MECHANICAL CONTRACTOR:

Company Name _____
Company Address _____
City, State Zip _____
Phone No. _____
Fax No. _____
Contractor's Name _____
Contractor's License No. _____
MBE/WMBE Yes _____ No _____ PRICE: \$ _____

ELECTRICAL CONTRACTOR:

Company Name _____
Company Address _____
City, State Zip _____
Phone No. _____
Fax No. _____
Contractor's Name _____
Contractor's License No. _____
MBE/WMBE Yes _____ No _____ PRICE: \$ _____

GRADING / SITE UTILITIES CONTRACTOR:

Company Name _____
Company Address _____
City, State Zip _____
Phone No. _____
Fax No. _____
Contractor's Name _____
Contractor's License No. _____
MBE/WMBE Yes _____ No _____ PRICE: \$ _____

Immigration Reform Act

Each Contractor and Sub-Contractor must complete one of these forms.

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.

Furthermore, The City of Spartanburg will have the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor. Failure to comply can result in the immediate cancellation of the contract.

Contractor Name

Subcontractor

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 or (Subcontractor, etc.)

By

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7

Projects Involving Federal Funds Federal Procurement Requirement – Appendix II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient 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 sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 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 sub grants 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.

Exhibits 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:

- (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 15%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

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

