

City of Spartanburg

Procurement and Property Division

RFP Legal Notice Request for Proposals for The Redevelopment of 11 Acre Site in Downtown Spartanburg

April 13, 2018

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from qualified firms for the development of approximately 11.36 contiguous acres abutting St. John Street and Northview Street in Downtown Spartanburg.

Proposal No: 1718-05-29-01

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.

Pre-Bid: Tuesday, May 1, 2018 at 10:00 AM at the site. Starting at 310 Oakland Avenue.

Please submit one original, 2 printed copies, and a flash drive with one PDF document (with blank or clearly identified pages as tabs) of your sealed proposals:

Sealed Qualifications Due Tuesday, May 29, 2018, 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, Neighborhood Services 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 5107
145 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

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 by following the links for Invitations for bids.

REQUEST FOR PROPOSALS FOR REDEVELOPMENT 11 ACRE SITE IN DOWNTOWN SPARTANBURG

1.0 INTRODUCTION

The City of Spartanburg, SC (City) is seeking proposals from qualified firms for the development of approximately 11.36 contiguous acres abutting St. John Street and Northview Street in Downtown Spartanburg through this request for proposals (RFP). This RFP must be submitted by Tuesday, May 29, 2018, by 3:00 PM.

1.1 Background Information

The site is composed of four parcels (identified below) that were once home to a city recreational facility. The site is in the northeast portion of downtown Spartanburg. It is located on East St. John Street, a major east-west corridor through downtown. The site is 700 feet from the city owned Barnet Park, 1400 feet from the Chapman Cultural Center, 1,000 feet from multiple class-A office buildings on Main Street, 700 feet from the headquarters of the Spartanburg Area Chamber of Commerce, 1,500 feet to Converse College and 2,500 feet to Wofford College, and a 10-minute walk to downtown Spartanburg's historic Morgan Square.

The city envisions a redevelopment of the property predominately composed of market rate residences that complement in a cohesive manner the existing neighborhoods of single family homes immediately adjacent to the east and west of the site.

The city seeks proposals that are consistent with the primary aims described in its Downtown Code (available at http://www.cityofspartanburg.org/cms_assets/Planning/Urban%20Code%202016.pdf). This site is zoned DT4 in the Downtown Code.

The city encourages proposers to consider ways for the project to further the city goals of fostering a mixed-income downtown with housing options available for community members of all income levels. While not an explicit requirement for submittal, the city encourages a mix of living environments, sizes, and price points and welcomes creative strategies for the inclusion of some homeownership opportunities for those with below median incomes.

The City of Spartanburg will convey the property "as is" to the successful bidder and, aside from items specified below, will not conduct any additional investigation. The developer bears the sole responsibility for obtaining all permits, use, and design review board approvals.

The City reserves the right to convey with deed restrictions to insure the goals of the City are met.

2.0 SITE INFORMATION

The following parcels are included in this request for proposals. All lot sizes listed are approximations.

Address	Parcel ID	Lot Acreage
310 Oakland Avenue	7-12-07-100.00	1.39
Northview Street	7-12-07-095.00	8.64
Northview Street	7-12-07-124.00	1.06
Saint John Street	7-12-07-122.00	0.27

Additional information about the site, including topographical survey, Phase 1 environmental report, and title information can be accessed at City of Spartanburg's Procurement Website: [Procurement Website Link](#).

3.0 STRUCTURE OF THE TRANSACTION

There will be no minimum purchase price set by the City for the site. However, the bidder is to provide land cost and to justify the cost in the Project Summary.

The City of Spartanburg makes no warranties as to location, capacity, or condition of utility services to the Parcel. Any replacements, repairs, modifications, or upgrades to existing utility services or installation of new equipment or facilities (either on or off the parcel) will be the sole responsibility of the selected developer. The successful bidder under this RFP will be required to provide a Certificate of Insurance with limits acceptable to and approved by the City of Spartanburg's Risk Manager prior to commencing work.

The City of Spartanburg, as the current property owner of record, makes no further warranties as to prior title status of the property indicated in this Request for Proposals. The City will provide title notes, if any, to the developer's attorney. At closing, the developer is to provide a title insurance binder. The City will not transfer property until all legal action necessary to obtain title insurance is completed.

In compliance with the City of Spartanburg Code of Ordinances, any company or person conducting business with, or on behalf of, the City must possess a City business license.

The developer must be willing to enter into a development agreement outlining the terms and conditions under this RFP. If the property is not developed within the time period as indicated in the development agreement, the City of Spartanburg reserves the right to re-acquire the property.

The sale of all city-owned property must be approved by Spartanburg City Council and will have public input. Upon approval, a city ordinance will be passed transitioning ownership to the successful developer with a development agreement.

4.0 SUBMISSION REQUIREMENTS

4.1 Submission Details

RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING: Those firms interested in providing professional services for this project must Deliver one original, 2 printed copies, and a flash drive with one PDF document (with blank or clearly identified pages as tabs) to include the items specifically enumerated in section 4.2.

4.2 Proposal Development

The proposal format requirements were developed to aid Offerors in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted. The submission should contain the substantive information described below and conform to the following format:

1. Transmittal Letter – A transmittal letter must be submitted with the proposal which shall include:
 - a. RFP subject and Bid number;
 - b. Name of firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons;
 - c. Name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.
2. Project Summary – A written narrative of the proposed development. This narrative should describe in sufficient detail the overall scope of the project. The summary should include the following:
 - a. Land costs and assumptions made to justify the costs;
 - b. Identification of all anticipated public and/or private partnership arrangements;
 - c. The expected role of the City of Spartanburg in the project;
 - d. The envisioned number, size, and anticipated price point for all components of the development;
 - e. A development budget (sources and uses); and
 - f. Timeframe for property closing, along with the name(s) of attorneys and title insurance company to be used.
3. Qualifications – A description of your organization’s experience in similar developments. This description should include:
 - a. Names and locations of similar projects;
 - b. Information regarding members of the development team and their qualifications.
4. Financial Responsibility – A description of your organization’s financial capability. This description should include:

- a. The two (2) most recent audited financial statements or a certified statement of Revenues and Expenses. (If there are none available for the organization, a Partner/Member statement for each partner should be provided.)
 - b. For non-profit organizations, proof of approval of financial statements by the organization's board of directors is also required.
 - c. Sources and uses of funds statement;
 - d. Pro forma;
 - e. Operating budget.
5. Timetable – Provide a schedule for construction and other development activities.
6. Architectural Submissions – Submit a conceptual plan for the site, drawn to scale. The plan must address the following:
- a. Proposed structures with dimensions, horizontal, vertical, and ground elevations;
 - b. Propose amenities;
 - c. Site boundaries;
 - d. Site dimensions;
 - e. Proposed setbacks, side yards, back yards, and parking areas with dimensions;
 - f. Materials to be used for parking or other impervious surfaces

Include any additional information regarding design and other amenities relating to parcel improvements. The project must ultimately be approved by the City's Design Review Board per the Downtown Code of the City of Spartanburg. Any aspects of the proposed site plan and/or building architecture which would require discretionary approval by the DRB should be noted.

7. Completed Forms – The proposal format is to be completed, including the following Exhibits:
- a. Exhibit A – Contractors and Subcontractors Form
 - b. Exhibit B – Experience/References
 - c. Exhibit C – Immigration Reform Act
 - d. Exhibit D – Insurance Requirements
 - e. Exhibit E – Authority to Execute Contract
 - f. Exhibit F – Affidavit of Non-Collusion
 - g. Exhibit G – MWBE Participation
 - h. Exhibit H – Site Map

Address all information requested in Exhibits. If the answer is “None” or “Not applicable”, please indicate. Social Security Numbers and Federal Identification Numbers are not required at this time but will be required for the firm selected to implement a development on the site.

5.0 SELECTION PROCESS AND PROPOSAL EVALUATION

A selection committee composed of City of Spartanburg employees shall be formed to review and evaluate the proposals based on the criteria listed below. 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 proposer’s based on the initial evaluation scores. These vendors will be considered “finalist” and may then be requested to appear before the Selection Committee for oral and visual presentations as applicable. Final selection will be made subsequent to such meetings, if held.

Evaluation Criteria	Maximum Points
Design and Quality – Overall design quality of the plan. Compatibility and relationship with existing nearby neighborhood. Quality of amenities. Conformance with the aims of the Downtown Code.	25
Strategic Enhancement of Downtown Spartanburg – The degree to which the proposal brings desirable new components to the offerings available for those considering living in Downtown Spartanburg	20
Financial Capability and Readiness to Proceed – The developer and any other key participants must clearly demonstrate the financial ability to act on this opportunity in a timely manner.	15
Qualifications Experience and References – The developer must demonstrate a successful track record of experience in similar endeavors.	25
Mixed- Income Downtown – The degree to which the project positively addresses the city’s goals of fostering a mixed-income downtown with housing options available for community members of all income levels. Does the project contain a mix of living environments, sizes, and price points or incorporate creative strategies for the inclusion of some homeownership opportunities for those with below median incomes.	10
Minority- and Women-Owned Business (MWBE) Participation – The City encourages the participation and inclusion of Minority and Women-Owned Businesses.	5
Total Maximum Points	100

7.0 POINT OF CONTACT

Respondents to this RFP 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., AICP, CPM
Neighborhood Services Director, City of Spartanburg
Phone: (864) 580-5323
Email: mlivingston@cityofspartanburg.org

8.0 LIST OF EXHIBITS AND ATTACHMENTS

1. Exhibit A – Contractors and Subcontractors Form
2. Exhibit B – Experience/References
3. Exhibit C – Immigration Reform Act
4. Exhibit D – Insurance Requirements
5. Exhibit E – Authority to Execute Contract
6. Exhibit F – Affidavit of Non-Collusion
7. Exhibit G – MWBE Participation
8. Exhibit H – Site Map

EXHIBIT A

CONTRACTOR

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

Company Name

Contractor/Owner Signature

Date

SUBCONTRACTORS

Company Name

Owner / Agent / Contact

Address

City / State / Zip

Federal ID No. or SS

Email Address

Office Phone Number

Cell Phone Number

Company Name

Owner / Agent / Contact

Address

City / State / Zip

Federal ID No. or SS

Email Address

Office Phone Number

Cell Phone Number

Make Additional copies if necessary.

EXHIBIT B

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: _____ 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

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 Contractor (Subcontractor, etc.)

Contractors 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 began.

**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
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

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

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

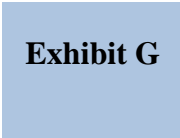


EXHIBIT H
FORMER TK GREGG SITE MAP

