

**City of Spartanburg**  
**Procurement and Property Division**  
**Post Office Drawer 1749, SC 29304-1749**  
**Phone (864) 596-2049 - Fax (864) 596-2365**

**RFP Legal Notice**  
**Request for Qualification for Planning Services**  
**for Transformation Plan for Highland Neighborhood**

**February 22, 2018**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting qualifications for Planning, Architectural, and Urban Design Services for the development of a Transformation Plan for the Highland Neighborhood in the City of Spartanburg.

**Proposal No: 1718-04-24-01**

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, March 27, 2018 at 9:00 AM at the site. Starting at 397 Highland 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, April 24, 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](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

**REQUEST FOR QUALIFICATIONS  
FOR  
TRANSFORMATION PLAN**

**For the Highland Neighborhood  
Spartanburg, South Carolina**

The City of Spartanburg is requesting statements of qualifications from local and national planning, urban design, and architecture firms for planning services for the development of a Transformation Plan for the Highland Neighborhood located in the City of Spartanburg, South Carolina.

A pre-submittal conference will be held at the Bethlehem Center in the Highland Neighborhood, 397 Highland Avenue, on Tuesday, March 27, 2018, at 10:00 am. As a part of the pre-submittal conference a site tour will be conducted. Although this pre-submittal conference is not mandatory we strongly encourage prospective responders to attend, and if they are unable to attend the conference, we strongly encourage all prospective responders to make a site visit to the City of Spartanburg to review the Highland Neighborhood.

Sealed responses to this solicitation will be received at the offices of City of Spartanburg Procurement Office until 3:00 p.m. local time on: Tuesday, April 24, 2018.

Deliver one original, 2 printed copies, and a flash drive with one PDF document (with blank or clearly identified pages as tabs) of the required submittals in a sealed envelope or box clearly marked with the words "Highland Neighborhood Transformation Plan RFQ" to the following address:

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

Attn: Procurement and Property Division

Copies of the RFQ may be obtained from the City's Procurement Office and Martin Livingston, at the above address. Mr. Livingston can be reached at (864) 580-5323 or [mlivingston@cityofspartanburg.org](mailto:mlivingston@cityofspartanburg.org). All responses submitted are subject to these Instructions and Supplemental Instructions to Offerors, General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Qualifications by reference. The City of Spartanburg reserves the right to reject any or all responses for just cause and to waive any informalities in the submission process.

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## **SECTION I – PROJECT DESCRIPTION**

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### **PROJECT OVERVIEW**

The City of Spartanburg is requesting proposals from qualified Planning, Urban Design and Architecture teams for the development of a Transformation Plan for the Highland Neighborhood. The City of Spartanburg, the Highland Working Group, and the Highland Neighborhood Association proposes to select an interdisciplinary team that has the following experience areas:

1. Planning and urban design, landscape architecture, architecture and master planning; and
2. Economic feasibility and market demand analysis, including consideration of affordable and workforce housing, small business development, and community benefits; and
3. Neighborhood and People Services, including identifying health safety, mobility, and employment opportunities, educational challenges and opportunities, improved access to jobs; and
4. Public meetings and community outreach; and
5. Choice Neighborhood Goals.

Individuals, firms with expertise and experience in any of these areas are encouraged to apply, as are multi-disciplinary teams with capability to manage multi-faceted planning projects and coordinate sub-consultants.

### **SITE OVERVIEW**

#### **The City of Spartanburg**

For the better part of a century, in an era when textiles were king, Spartanburg forged a reputation as a manufacturing center, and both the economic security of our citizens and the social fabric of our community were linked to the prosperity of the individual mills and villages that dotted our landscape.

That day is gone, swept away by global economic changes and sweeping social forces. Spartanburg is not alone as a city grappling with how best to remake itself in the wake of these changes. However, Spartanburg is one of a small group of cities that have developed a multidisciplinary coalition of partners, a track record of achievement, and a plan for the future that signals larger successes to come.

#### **Highland Community**

The Highland Community is generally bounded by Fair Forest Creek to the south, John B. White Boulevard to the west, West Main Street to the north and Forest Street to the east. Community meetings to discuss residents needs indicate that this boundary is potentially in question. The composition of the community includes institutional facilities such as The Journey, a non-denominational church, Macedonia Missionary Baptist Church, Bethlehem Community Center, Spartanburg Soup Kitchen, and Stewart Park. The community also includes commercial buildings some that are substandard and are the main entry into Spartanburg's central business district from the south and west. Housing in the community is composed of large multifamily

developments that include the recently vacated and partially demolished Cammie Clagett Public Housing, Prince Hall Public Housing, and Norris Ridge – privately owned Moderate Rehabilitation units. Housing also includes smaller single family and multi-family developments clustered in an area surrounded by the multi-family developments. Most housing appears to be built in the 60's and 70's based on census data. The neighborhood is proud of its history and supports a balanced redevelopment effort to improve the community.

The community has expressed interest in developing and improving the major corridors on Daniel Morgan Avenue, John B. White Boulevard, West Main Street, and South Forest Street where existing commercial businesses operate and new commercial development could be created. The City has an interest in improving these major corridors into the City's central business district. The downtown master plan prepared several years ago addresses the West Main Street corridor, but does not address South Daniel Morgan Avenue, portions of Forest Street and John B. White Boulevard adjacent to the neighborhood.

According to the 2015 American Community Survey 5-year estimates, the population of the Highland Neighborhood located in Census Tract 208 is 1,613. The median income in this census tract is \$11,708 compared to \$35,126 in the City of Spartanburg. The unemployment rate in Highland is 26.4%, while it is 11.7% in the City of Spartanburg and 8.9% in Spartanburg County. In Highland 59.8% of adults aged 18 to 64 live below the poverty level. The highest rate of poverty occurs for children in the Highland neighborhood where 94.8% of people under age 18 live below the poverty level. The City and the County of Spartanburg have much lower rates of poverty among children.

In January of 2016, the City convened a Highland Working Group consisting of many local partners to discuss options for the improvement of the Highland Neighborhood. An MOU of the partnership was signed by all 7 partners which included the City of Spartanburg, the Housing Authority of the City of Spartanburg, Spartanburg School District Seven, the Highland Neighborhood Association, the Bethlehem Center, Macedonia Missionary Baptist Church, and the Highland Community Development Corporation. This group has now been meeting for over a year to discuss issues such as crime prevention, neighborhood needs, and the development of a master plan for the neighborhood.

It will be necessary during the planning process to include a gap study for commercial and retail needs as well as a housing needs assessment for the community. The Highland Neighborhood Association, in anticipation of requesting from the City a Neighborhood Master Plan, initiated and completed an independent survey of community needs. Over 100 residents responded to the neighborhood conducted survey with a majority of survey respondents indicating such commercial needs as a nearby grocery store, a daycare facility, and a medical facility or clinic. These were the top three needed facilities according to residents. This Transformation Planning Process is intended to continue the work of the partners to develop a vision, organize the mission, and strategically implement a plan that is grassroots in it process.

A few efforts in the community include:

- Stewart Park: The City has spent approximately \$1.6 million on the redevelopment of Stewart Park over the past four years. This represents the largest investment in a single park in the City's history.

- Thornton Activity Center: The Thornton Activity Center at Stewart Park opened in 2015. This addition to the park is the home for year-round youth programming and neighborhood events.
- Highland Crossing: Completed, this \$9 million, 72-unit affordable housing development had over 400 applications for a limited number for units. Spartanburg Housing Authority and Community Housing Partners are partnering on the project, which replaces 72 units of the obsolete Cammie Clagett Courts.
- A partnership between Spartanburg School District 7 and Meeting Street Academy will provide access to nationally certified preschool starting at 3K for all residents of the Highland Community. This early childhood education initiative is the first of its kind in the state of South Carolina.
- The Bethlehem Center provides needed services and coordinates a few activities with the City in the Thornton Activity Center. It is an active part of the community and has ben existence for over 80 years.
- The City provided Community Oriented Policing in the neighborhood that is fostering cooperation with residents to address crime. Officers are visible and effective in deterring potential problems in the community.
- Macedonia Missionary Baptist Church will be undergoing construction of a facility to serve the congregation. The very visible multi-million dollars improvements by the church will have a positive impact in the surrounding area.

## **SECTION II – SCOPE OF WORK**

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Consultants should respond to this RFQ with a statement of qualifications for the following services. The following descriptions identify the minimum scope of services that may be provided by a qualified consultant or consulting team.

### **PLANNING AND URBAN DESIGN SERVICES**

The City of Spartanburg is seeking support in land use planning, urban design, programming and conceptual design for the Highland Community and surrounding areas. The City is soliciting qualified professional individuals, firms, or multi-disciplinary teams with experience in any of the areas described below to assist in the development of its planning efforts. Coordination with City staff is critical for the successful implementation. Urban Design, Streetscape, Landscape Architecture, Design Standards and Planning Services may include but are not limited to:

1. The completion of a final document in written and electronic format that provides the community with guidance on the potential transformation of the Highland community and the surrounding areas; and
2. Provide an initial assessment and inventory of the physical, social and environmental elements and current conditions. Existing documents may be available that can be used for the study of housing conditions, SWOT analysis, community opinions, and surveys;
3. Provide a potential design for the expansion of Stewart Park to include connections to existing trails and the potential for connections to other neighborhoods across Fairforest Creek. Identify any additional recreation potential for Stewart Park; and
4. Research and inventory existing streetscape conditions and urban design characteristics including but not limited to analysis of existing character of streets within the study area(s), including assessment of walkability, bike facilities, transportation connections, open space, existing and planned street dimensions, roadway, utilities, drainage, storm water management, built and historic structures. Analyzing and evaluating existing planning, transportation and traffic studies and identifying opportunities for pedestrian and community enhancements. Specific attention should focus on a road diet for Daniel Morgan Avenue and Highland Avenue; and
5. Develop preliminary land use concepts, policies, and implementation strategies, including zoning ordinances, development standards and design guidelines to implement the Master Plan for the community. Provide written design standards for the community that could potential be adopted by council and enforced City of Spartanburg staff. Identify areas where design standards and zoning overly may be adopted by the City; and
6. Identify any potential for Transportation Oriented Development (TOD) in the study area. Develop implementation and funding strategies to address phasing of projects and infrastructure, as well as methods to finance infrastructure improvements; and
7. Prepare street cross-section designs and draft design guidelines for development sites, for implementation through community plans, design overlays, streetscape plans, new street

standards or other strategies. Evaluate and prioritize streetscape, public works projects, urban design improvements and area programming, and present findings to local community stakeholders. Identification and evaluation of priority public investment that would be a catalyst for redevelopment. Identify in the implementation strategy the initial public invest that could be made to attract private investment. Provide a cost estimate or detailed proforma of a public private partnership that could be the initial project implemented in the neighborhood; and

8. Provide recommendations for developing housing at various affordability levels either as stand-alone projects or within mixed-use projects. Develop single-family and multifamily residential designs that could be built in the community to meet any adopted design standards; Identify potential locations where residential development could occur on existing vacant property or redevelopment of specific sites identified by the community; Provide a sample estimated cost or proforma of the one multi-family and one single-family residential model identified in the plan.

#### **ECONOMIC ANALYSIS SERVICES / MARKET STUDIES**

Housing and Commercial Market Studies are required to assist City Staff with accurate data that can help in the development of realistic and effective plans, policies, and regulations. The City will need to determine economic development priorities and further expand on place-based development strategies. Information about market forces will be used to test and shape potential development scenarios so that development parameters are in line with desired outcomes. Planning efforts may also include implementation measures focusing on funding opportunities that need to be identified. Economic Analysis Services may include, but not limited to:

1. Coordinate efforts with the City's Economic Development Division to estimate the market potential for various types of housing and commercial sectors, and identifying market gaps. Market demand studies should concentrate on the types of businesses that have the greatest potential for growth and sustainability; and
2. Evaluating the short- and long-term economic viability of existing uses on particular sites to determine redevelopment potential. Providing specific tools for successful small business development in the implementation strategy. Identifying incentives to attract desired uses and means of monitoring implementation. Develop as part of the implementation strategy designs and plans for the development of the uses based on a completed market study; and
3. Evaluating opportunities for joint venture development (e.g. public/private partnerships). Identifying areas where private or public funds will be optimized. Identifying new funding opportunities. Identify opportunities for grant funding.



## **NEIGHBORHOOD AND PEOPLE SERVICES**

The City of Spartanburg is seeking support with identifying Neighborhood and People Services that will be critical for moving residents from poverty to self-sufficiency. Coordination with City staff and its partners is critical for the successful implementation. Neighborhood and People Services may include but are not limited to:

1. Identify any additional partners that may need to be included in the planning process to address neighborhood and people services. Partnerships may include Social Services, Job Readiness, Educational attainment, Non-traditional education paths, Homeless service providers; Childcare service providers; and
2. Evaluating best practices in providing job training and employment services and moving people out of poverty in community areas. Coordinate research and efforts with United Way Financial Stability Council; and
3. Summarize and evaluate opportunities to provide or connect high quality education currently undertaken in neighborhood and opportunities for improvement. Coordinate efforts with a to be created committee and various partners including School District 7.

## **PUBLIC OUTREACH SERVICES**

Public outreach services are needed in order to assist City Staff in gathering and summarizing stakeholder input as part of the planning process. Coordinate efforts with City staff to engage the general public, residents of Highland, businesses owners and other interested parties to participate in the planning and urban design process. Public outreach services may include, but are not limited to;

1. Developing an outreach strategy for stakeholders to encourage maximum participation among the many potential stakeholders, partners, organizations, businesses and residents of the area; and
2. Coordinating initial community outreach to identify issues, concerns, and opportunities. Include a method for reaching children and young adults in the planning process; and
3. Participation in community outreach activities including stakeholder interviews, steering and advisory committees, public workshops, events and public hearings; and
4. Provide a public outreach plan that describes the number of meetings, types of meetings or interactions with individuals, groups, and stakeholders.

## CHOICE NEIGHBORHOOD GOALS

As a best practice the City and its partners intend to model the redevelopment of the neighborhood in a manner that provides residents with Choice and access.

The overall plan will be formed around three core goals:

1. **Housing:** Transform distressed public and assisted housing into energy efficient, mixed income housing that is physically and financially viable over the long-term:
  - a. Housing that is energy efficient, sustainable, accessible, and free from discrimination;
  - b. Well managed, financially feasible, and sustainable over time; and
  - c. Mixed-Income. The goal is to de-concentrate poverty and to create housing affordable to families and individuals with a broad range of incomes including, low income, moderate income, and market rate.
2. **People:** Support positive outcomes for families who live in the development area and the surrounding neighborhood, particularly outcomes related to residents' health, safety, employment, mobility, and education; and
3. **Neighborhood:** Transform neighborhoods of poverty into viable, mixed-income neighborhoods with access to well-functioning services, high quality public schools and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs.

**Product deliverables are to be provided in paper copy as well as in electronic format as follows:**

All spatial and spatial attribute data in ESRI ArcGIS compatible format

All analytical data in Microsoft Office Excel or Access format

All text and text tables in Microsoft Word format

All charts, illustrations or graphic images in Graphic Interchange format (.gif). Joint

Photographic Experts Group (.jp/.jpeg) and Portable Document Format (pdf) format

All final documents in bookmark enabled Portable Document Format (pdf) format.

### **SECTION III – QUALIFICATIONS CONTENTS, PROVISIONS AND REQUIREMENTS**

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The RFQ has been structured to provide specific requirements which function as a standardized framework for the evaluation of prospective submitters qualifications. The City of Spartanburg and its partners are focused on selecting planning and urban design firms that are qualified to develop a transformation plan for the Highland community, but that also have a high rate of success with implementation of plans.

#### **Submission Requirements**

Listed below are the sections that must be included in the written response. Each section must be clearly labeled using the titles listed below, and shall be assembled in the order described herein. The required submission must be bound and each section tabbed. Respondents must compile responses using the following outline:

- I.Planning Team
- II.Planning Team Experience
- III.Stakeholder Participation
- IV.Minority Participation
- V.References
- VI.Required Certifications

Respondent shall submit the following documentation in the order listed, which will serve as the **Statement of Qualifications**.

1. **PLANNING TEAM:** Include a cover letter of interest. Include in this section names and resumes of key personnel who will constitute the Planning Team under this request. This shall include, but not be limited to: an organizational chart identifying the team structure that will participate in the planning process and the address of the principal office of each entity of the team. Identify the Project Manager that will be responsible for day-to-day activities and the primary contact information.
2. **PLANNING EXPERIENCE:** A description of the scope and nature of planning and urban design experience. Provide a listing of all planning and urban design projects in progress or completed over the past five years. Include examples of plans completed and the status of implementing complete plans and designs. Provide examples of successful planning and urban design efforts that resulted in the implementation of the recommendations from the team. Every effort will be made by the review team to determine from the submission that the team has experience with plan development and a high success rate of implementation of completed urban design plans.
3. **STAKEHOLDERS PARTICIPATION:** The planning and urban design team will be required to communicate and coordinate planning and development activities with local community leaders and neighborhood residents in the Highland Neighborhood. It is expected that the firm will schedule and coordinate meetings, community workshops and other open forums to conduct a respectful and valuable engagement

process. The submitters is requested to submit examples of community stakeholder participation efforts over the last five years. Identify any challenges in the process and how it was resolved.

4. **MINORITY PARTICIPATION:** The City Encourages minority participation in the selecting and awarding contracts. Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. Credit is given if the company submitting the proposal is a Minority or Woman Owned Business. Credit is also given if the planning, architecture, or urban design team includes a Minority or Woman Owned Business as a member of the team.
5. **REFERENCES:** Submit six (6) references for planning and urban design projects implemented in the last five (5) years. Include at least one of the six (6) references where urban design and planning efforts have had physical implementation of the planning recommendations. Include in this section all forms attached and/or required to be attached to the Statement of Qualifications as identified in this request.
6. **REQUIRED CERTIFICATIONS:** The submitter will be required to provide the following certifications, affidavits, and forms included as an attachment to this RFQ.

**Description of Submission Requirements**

This solicitation is requesting professional qualifications to prepare a Master Plan and Urban Design for the Highland Neighborhood and surrounding areas. It is the intent to select one Planning and Urban Design Team, based on qualifications and enter into negotiations with the selected team for the development of the Panning documents. The following schedule has been developed for the processing of this RFQ. It should be noted that the dates listed are estimated and may be changed via an addendum to this solicitation.

<b>TEAM SELECTION SCHEDULE</b>	<b>ESTIMATED DATE</b>
Availability of RFQ Package	Thursday, February 22
Tour of Highland Neighborhood and Surrounding Study Areas	Tuesday, March 27
Deadline for Submission of Questions	Tuesday, April 3
Issuance of Response to Questions (Addendum)	Tuesday, April 10
<b>Proposal Due Date and Time</b>	<b>Tuesday, April 24 At 3:00 PM</b>
Preliminary Evaluation Completed / Teams Shortlisted	May 24
Interviews of Shortlist Firms	June 21
Recommendation to Highland Working Group Partners and City of Spartanburg	Tuesday, July 19

**Commented [TH1]:** Make sure we let them know who to pose questions to

**SECTION IV – PROCUREMENT PROCESS**

Qualifications received in response to this solicitation will be evaluated using the following process:

**Evaluation Criteria**

The Statements of Qualifications will be evaluated through consideration of several factors. The Evaluation Committee will review all documents in the submissions and award points in accordance with the following criteria:

**A. Planning Team Composition 30 Points**

- Demonstrated understanding of the Highland Working Group goals and objectives for the transformation of the neighborhood and surrounding areas. Complete understanding of the goals and objectives of this RFQ Process.
- Capacity and experience of the members of the planning and urban design team; and, determination of availability of all required skills necessary for the planning process.
- Inclusion of team members that may have development experience and understanding of the development process

**B. Planning Team Experience 40 Points**

- Demonstrated experience developing plans and urban designs for a cities of similar sizes. Examples of successful neighborhood plans and urban designs for diverse neighborhoods.
- Experience developing plans that cities and town have implemented after the planning and urban design stage has been completed.
- Demonstrated understanding of the development process. Experience working with developers to implement community plans.

**C. Stakeholder Participation 20 Points**

- Ability to convey to stakeholders the ability of organization to develop a transformation plan that meets community goals.
- Innovate methods for reaching stakeholders and others to participate in the planning process. Innovative methods for conveying information.

**D. MWBE Participation 10 Points**

- Points provided for MWBE active participation in the process.

**TOTAL 100 POINTS**

## **Selection**

An evaluation committee appointed by the Highland Working Group will review and score each proposal in accordance with the stated criteria listed above and will determine a number of Planning and Urban Design Teams that will be shortlisted based on the overall combined score of all evaluation panel members. The evaluation committee may be composed of the 5 members from the City, Highland Working Group, funders of the Transformation Plan, and the Highland Neighborhood Association.

The 3-5 shortlisted firms will be required to present their submittals and approach to the planning process to the Highland Neighborhood Association, and other potential stakeholders at a community meeting(s). The interview will consist of a 20-minute presentation and a 20-minute question and answer period. Upon completion of the interview portion of the selection process, the evaluation committee will receive comments and a final recommendation of the planning team will be made to Spartanburg City Council for approval.

## **Proposal Tabulations/Notifications**

After the award is made, a list of firms submitting proposals will be furnished upon written request only and will not be provided by telephone. A self-addressed, stamped envelope must be included with the written request. Each vendor will be notified in writing promptly upon award of the final results.

**Commented [TH2]:** Do we tell them what the evaluation committee is made up of?

## **PART V – CONTRACTING REQUIREMENTS AND GENERAL CONDITIONS**

### **Conflict of Interest**

a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:

1. Respondent may have an unfair competitive advantage; or
2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.

b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.

c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.

d. The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.

e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.

f. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

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



**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.

**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.

**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.

**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.

**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.

**Proof of Liability Insurance**

The successful firm shall furnish to the City of Spartanburg a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with the City of Spartanburg for the duration of the contract and no less than one year thereafter.

**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.

**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.

**Nondiscrimination**

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

**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 activity. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

**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.

**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.

**Laws**

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

**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 RFQ.

## **SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

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Deliver one original, 2 printed copies, and a flash drive with one PDF document (with blank or clearly identified pages as tabs) of the required submittals in a sealed envelope or box clearly marked with the words “Highland Neighborhood Transformation Plan” to the following address:

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

Attn: Procurement and Property Division

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

**Response Format** – All responses shall be submitted in 8 ½ X 11-inch format, preferably in 3 ring binders. Larger size pages or inserts may be used provided they fold to 8 ½ X 11 inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal to facilitate internal duplication of the submittal. Responses shall be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the response. Organize the response in response to the Submission Requirements, taking care to address all issues identified in the Scope of Services. The front cover of the response shall bear the name of the RFQ, the date, and the respondent’s name, address, phone and fax number.

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

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

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

**Withdrawal of Responses** – Responses may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt, provided that written confirmation of any telegraphic withdrawal over the signature of the Respondent is placed in the mail and postmarked prior to the time set for response opening. Negligence on the part of the Respondent in preparing its Response confers no right of withdrawal or modification of its response after the due date and time.

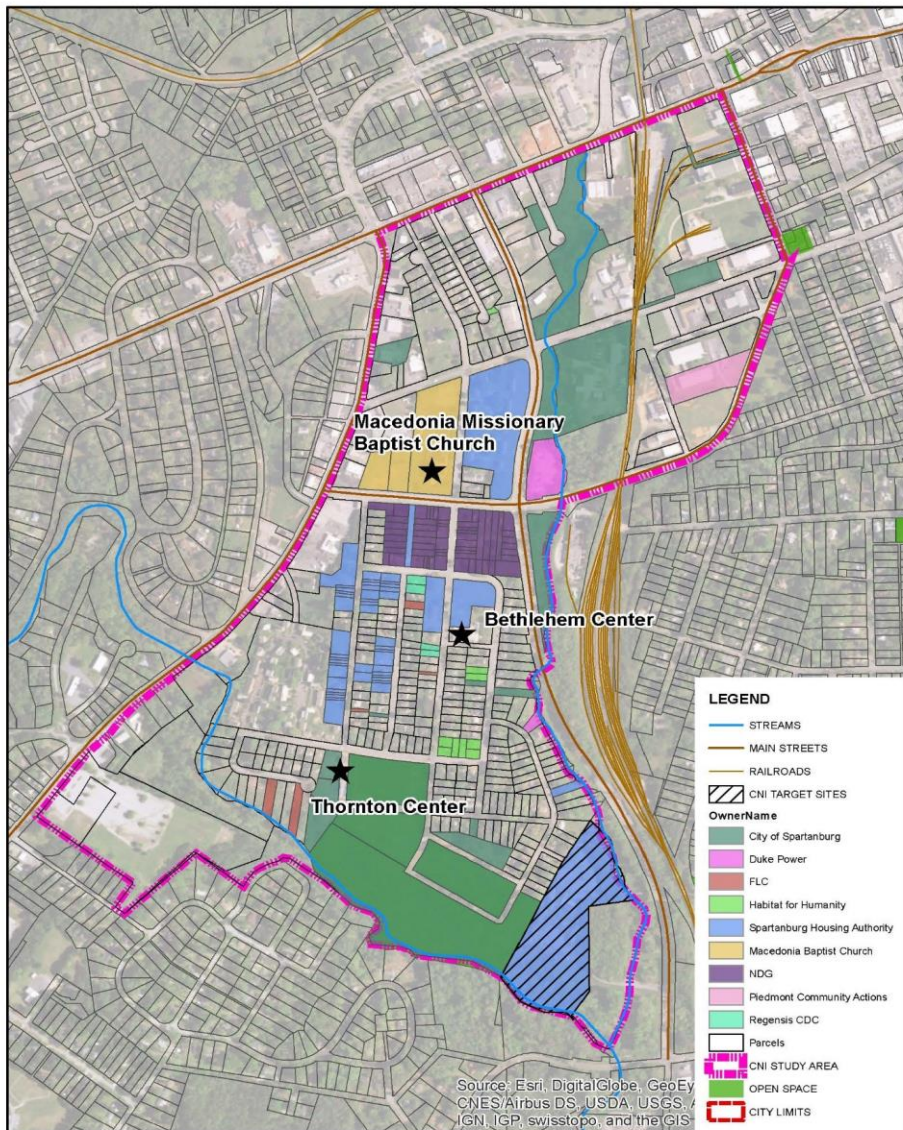
**Certification of Legal Entity** – Prior to execution of the contract agreement, the respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under laws of the State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

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

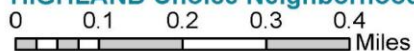
**Best Available Data** – All information contained in this RFQ is the best data available to the City of Spartanburg at the time the RFQ was prepared. The information given in the RFQ is not intended as representations having binding legal effect. This information is furnished for the convenience of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

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

**SITE MAP – HIGHLAND NEIGHBORHOOD**



**Attachment 22B: Neighborhood Map  
HIGHLAND Choice Neighborhood Initiative**



**LIST OF DOCUMENTS AVAILABLE FOR REVIEW**

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1. Neighborhood Association Conducted Survey
2. City of Spartanburg Zoning Map and documentation
3. City of Spartanburg Land Use Map and documentation
4. City of Spartanburg Downtown Master Plan
5. City of Spartanburg Corridor Incentives Program
6. City of Spartanburg HUD Consolidated Plan
7. Neighborhood SWOT Study and Interview
8. Highland Working Group Meeting Notes
9. Seeing Spartanburg - Video History of Highland

# TABLE B

## CONTRACTOR

I certify that I own sufficient equipment 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.

**Table C**

**Contractor References**

**List only references you have completed work for in the last five (5) years.**

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 A**

**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 B**  
**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 therefrom - 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](mailto:kbooker@cityofspartanburg.org)

\*\* All Certificate of Insurance submitted via postal mail can be sent to:

City of Spartanburg  
145 W. Broad St.  
Spartanburg, SC 29306  
Attn: Kenneth Booker

**Exhibit C**  
**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: \_\_\_\_\_

**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 DOCUMENTATION MUST ACCOMPANY THE BID DOCUMENT**

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

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

Contact Information

Phone 864-596-3449

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

**INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE**

I 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

Exhibit G

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

