

CITY OF NORTH CHARLESTON  
INFORMAL BID  
PQ-01-18  
REPLY TO FAX (843) 745-1083  
OR EMAIL – [watienza@northcharleston.org](mailto:watienza@northcharleston.org)

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**Project Title: SITE WORK FOR NIP DEMOLITIONS**

**Project Scope:** Provide labor, supervision, tools, materials, equipment, transportation, and management for site clearance, restoration and greening for three (3) properties in first phase of the NIP demolition addressed:

1909 Grayson Street, North Charleston, SC 29405  
3307 Proctor Street, North Charleston, SC, 29405  
1925 Baxter Avenue, North Charleston, SC 29405

For **technical information** contact **Willie Atienza**, [watienza@northcharleston.org](mailto:watienza@northcharleston.org), (843) 740-5890

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**Bid Submission:** Bids to be submitted not later than **2:00 P.M., Thursday, February 22, 2018.** E-mailed or Faxed bids are acceptable and encouraged. Submit bid by completing Bid Sheet portion of this form and other required forms and **forward to the Purchasing Department Attn.: Willie Atienza via email: [watienza@northcharleston.org](mailto:watienza@northcharleston.org) or via fax number (843) 745-1083.**

**Vendor is responsible for ensuring his or her bid is received on time.**

Bids may also be mailed or hand delivered to arrive not later than the above submission time and date.

Bids are requested for services as described on the attached scope of work. All interested contractors are advised that at a minimum, the following insurance coverage is required: Commercial General Liability insurance and; Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of his employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

**Bid Submission Requirements:** Several forms provided further on comprise the complete bid submission 'package'. All forms must be completed and submitted to ensure your bid is considered. Failure to submit all required forms may cause your bid to be declared non-responsive and discarded. Forms required when submitting your bid are:

Bid Sheet

NIP-7

NIP-8

NIP-9

NIP-14

General Liability – List Metanoia as additionally insured on policy

Certification Regarding Lobbying

Non-Collusion Affidavit of Prime Bidder

Certification of the Americans with Disabilities Act

Certification of Title VI and Age Discrimination

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification of Non-Segregated Facilities

Equal Employment Opportunity Certification

Certification of Drug Free Workplace

Statement of Bidder's Qualifications

If you choose not to submit a bid for this item it is suggested that you submit a **NO RESPONSE** to ensure your company remains on the bidder's list.

Bids are requested for services as described on the attached scope of work. All interested contractors are advised that at a minimum, the following insurance coverage is required: Commercial General Liability insurance and; Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of his employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

The successful bidder will be required to provide a copy of his/her insurance certificate prior to starting any work. It is recommended that all interested vendors fax a copy of their insurance certificate along with their bid response. This insurance certificate will be kept on file for future informal bid awards and alleviate the need for furnishing a copy each time a bid is submitted or work is started.

**Scope of Insurance and Special Hazards:** in addition to liability and worker's compensation insurance, the contractor shall provide adequate protection for himself and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any claims of employees involved in handling or disposal of asbestos materials. Unless already on file with the City's Purchasing Department, bidders shall provide proof of current "Professional Liability" Insurance with a minimum insured amount of at least \$1M per claim for the work being performed in this project. List Metanoia as additionally insured on policy.

**Licenses:** The attention of Bidders is directed to the provisions of the acts for licensing of General or Mechanical Contractors for the State of South Carolina and all requirements of such acts which have a bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor or Subcontractor of his license number shall be deemed as their representation that he is legally qualified to enter into the prescribed Contract for any/all portions of the work included in his Bid. All Bidders submitting a Bid shall have a currently valid "Contractor's License" for the State of South Carolina. These license numbers shall be shown on the bid form. Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

The successful Bidder will be required to obtain a Business License from the City of North Charleston prior to beginning work, if said Bidder does not have a current license. Business License information may be obtained from the City of North Charleston by calling (843) 740-2634.

**Permits:** The successful Bidder shall at his own expense, secure and pay to the appropriate department of the Local Government, the fees or charges for all and any required permits relating to the work, such as, but not limited to: street pavement, sidewalks, sheds, removal of abandoned water tap, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, sewer etc. Information on permit requirements may be obtained from the City of North Charleston, Building Department by calling (843) 740-2569. The permit shall be secured and posted at the Work Site prior to commencing work.

**Subcontractors:** Any bidder or proposer in response to a bid/proposal shall include the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor on or during the construction, and who will specifically fabricate and install a portion of the work. Failure to list subcontractors shall render the prime contractor's bid or offer unresponsive. No prime contractor, whose bid/proposal is accepted, shall substitute any person as subcontractor in place of the subcontractor listed in the original bid/proposal, except with the consent of the awarding authority, for good cause shown.

**RESIDENT VENDOR PREFERENCE:** A Resident Vendor Preference of one percent (1%) of the aggregate bid amount shall be given to all qualified Resident Vendors in the award of all formal bids/proposals. Award of a Request for Proposals, where evaluation and selection of a vendor is determined by an evaluation committee based on suitability of the item, shall not be subject to the Resident Vendor Preference. Should the evaluation committee determine that the item offered by two vendors are identical and suitable for use by the City, and one of the vendors is a Resident Vendor, then the Resident Vendor Preference shall be used in determining award.

- a. Any vendor claiming the Resident Vendor Preference must submit a North Charleston Resident Vendor Preference Affidavit and a copy of their current North Charleston business license as part of the vendor's bid. The affidavit shall be included with each bid package furnished to a vendor. Failure of a vendor to return the affidavit and a copy of their current North Charleston business license with their bid shall disqualify the vendor for consideration of the Resident Vendor Preference.

- b. Nothing in the Resident Vendor Preference program shall be construed as increasing or decreasing the actual price of any bid. The actual cost which will be paid shall be the same as those bid. The percentage calculation is used only for award determination.
- c. The bid or proposal shall be awarded to the Resident Vendor if such bid does not exceed the lowest qualified bid from a nonresident vendor by more than one percent (1%).
- d. The Resident Vendor Preference shall not exceed a total amount of \$3,000.00 for any one bid or proposal award.
- e. In the event the procurement is to be made pursuant to State or Federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.

**Termination:**

- a. Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.
- b. Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time within the Contract period without advance written notice, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

Further, any act of omission by the Contractor which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the City resulting from Contractor's default/breach.

- c. Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay Contractor for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to Contractor receiving payment for goods purchased on City's behalf, the Contractor shall first turn over possession and all right title or other interest in the materials to the City.

- d. Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.
- e. Termination for Harassment/Discrimination: Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.
- f. Excusable delays: The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work due:
  - i) To any acts of the Government, including controls or restrictions on requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National Emergency;
  - ii) To any acts of the City;
  - iii) To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions;
- f. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs above. Provided, however, the Contractor promptly notifies the City within ten (10) consecutive calendar days in writing of the cause of the delay. Upon receipt of such notification the City shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

# Site Work NIP Demolitions Scope of Work

**All contractors are responsible for their own site visits prior to bidding.**

Provide labor, supervision, tools, materials, equipment, transportation, and management for site clearance, restoration and greening for three (3) properties in first phase of the NIP demolition addressed:

## PROPERTY ADDRESSES:

- 1909 GRAYSON STREET, NORTH CHARLESTON, SC 29405
- 3307 PROCTOR STREET, NORTH CHARLESTON, SC 29405
- 1925 BAXTER AVENUE, NORTH CHARLESTON, SC 29405

In addition to the following scope of work, the contractor is responsible for the following:

- Any fill that is needed after demolition to bring the property up to grade
- All properties are to be fully graded and hydroseeded. The expectation is that a riding lawnmower would not have trouble fully cutting the property.
- All debris shall be removed from the site including bricks, brush and trash.
- Trees with a diameter larger than 12 inches can remain on site unless otherwise noted.



## **1909 GRAYSON STREET, NORTH CHARLESTON, SC 29405**

- Grind stump on front left corner of lot
- Remove tree (12'' diameter) on front right corner of lot and grind stump
- Remove 4 flagged trees (2' diameter, 10'' diameter, 8'' diameter, 8'' diameter) on back corner of lot and grind all stumps
- Remove tree (4'' diameter) on back left corner of lot
- Remove 4 small brush trees on back right corner of lot
- Clear all brush and debris on side of shed located on the right side of lot
- Remove 6 LF of fence on front right corner of lot
- Remove 40 LF of chain linked fence on left side rear corner of lot
- Remove any existing debris
- Grade, hydroseed, and spread hay on lot



*FIGURE 1*

*Tree on front right corner of lot  
– Remove & Grind Stump*



*FIGURE 2*  
*Fencing on front right corner of lot - Remove*



*FIGURE 3*  
*Trees on back left corner of lot - Remove*





*FIGURE 4*  
*Fencing on back left*  
*corner of lot - Remove*



*FIGURE 5*  
*Treelings on right*  
*corner of lot - Remove*



*FIGURE 6*  
*Stump located on*  
*front left corner of lot*  
*- Remove*



## **3307 PROCTOR STREET, NORTH CHARLESTON, SC 29405**

- Clear left side of property line (100 LF), include all fence posts and grind all stumps
- Remove 8 trees on right side of property (flagged in pink tape) and grind all stumps
- Remove all debris from back of lot
- 12'' Pecan tree located on left property line to remain
- 16'' Oak tree located on left property line to remain
- Magnolia tree located at rear of lot to remain
- Spruce tree located at rear of lot to remain
- Remove 50 LF of fence on left property line
- Rebuild 80 LF of fence on left property line from rear lot line forward (it is known that the lot is 100 LF deep)
- SCE&G pole #409033 located on left property line to remain
- Remove any existing debris
- Grade, hydroseed, and spread hay on lot



*FIGURE 1  
Debris on left side  
of property*





*FIGURE 2*  
*Tress on right side of*  
*property*



*FIGURE 3*  
*Stump located on front*  
*right corner of lot*



## **1925 BAXTER AVENUE, NORTH CHARLESTON, SC 29405**

- Remove 40 LF of fence at back of lot
- Rebuild 40 LF of 6' fence at back of lot
- Remove any existing debris
- Grade, hydroseed, and spread hay on lot



*FIGURE 1*  
*Street view*  
*of lot*



## Neighborhood Initiative Program

# ***Program Notice 6***



**Date:** August 24, 2016

**To:** NIP Lead Entities and Partners

**From:** NIP Staff

**Subject:** Program Notice #6: Final Inspections

This notice is being released to address properties that are not passing their final inspections. Many properties submitted for final inspection have had debris, trash, standing water and overgrown vegetation remaining on the lots. Inspectors are noticing that in some cases only the footprint of where the structure stood has been graded and seeded, the remaining areas of the property have not been touched. Inspectors are also having trouble determining where the property lines are for some of these properties, making it difficult to determine if all of the debris, trash, and overgrown vegetation have been removed. Some of these issues appear to be the result of contractors not being provided with a detailed scope of work and others appear to be a result of the time allowed to elapse between when the contractor is finished and final inspection is requested. In several instances, final inspections have been requested several months after the work had been completed.

**To address these issues, effective immediately:**

- **SC Housing inspectors will be conducting on-site visits for all final inspections.**
- **Each parcel must either be staked at the corners or a site map or plat that denotes the property's boundaries must be submitted with the final inspection request.**
- **Final inspections should be requested promptly after the work has been completed.**

It is important to make sure contractors are aware of the condition the property needs to be in after demolition has been completed. Language detailing the complete scope of work must be included in contracts. All lots must, at a minimum, be: free of debris and trash; properly graded; and seeded. Seed must be covered with straw or some other acceptable substance to prevent the seed from washing or blowing away. Erosion control measures must be in place to prevent soil and water from running off onto neighboring properties. There should be no detrimental site characteristics on the property such as tree stumps, overgrown vegetation, loose wires, de-activated power poles, etc. when the final inspection is requested. Below is a list of ***Frequently Asked Questions*** we have received regarding final inspections.

**Does the entire lot need to be clear cut?** No, the entire lot does not need to be clear cut. You can leave healthy trees, but all brush and overgrown vegetation must be removed.

**Does the driveway need to be removed?** This depends on the condition of the driveway and whether or not there are plans to redevelop the property which include re-using the driveway. Driveways in poor condition must be removed. If a driveway is in good condition and there are plans to redevelop the property and re-use the driveway, it can remain. This must be communicated to NIP Staff when submitting the final inspection request.

**It is acceptable to cover driveways, patios and other remnants of concrete with dirt instead of removing them?** No, covering driveways, patios and other remnants of concrete with dirt in lieu of removing it is not acceptable.

**Can the lot be sprayed with hydro seed?** Yes, hydro seed, which typically includes seed, fertilizer and mulch, is acceptable.

**The property has a fence that is in bad condition, and it is also covered with weeds and vines. A portion of the fence is connected to a fence on the adjacent parcel and if removed, would require the neighboring property owner to replace that section in order for their backyard to remain enclosed with fencing. Is it acceptable to leave that section of fencing in place so the neighboring property owner does not have to spend money to rebuild it?** Yes, if this is what the owner of the adjacent property would prefer, it is acceptable to leave that section of the fence. The overgrown weeds and vines should be removed and the reason for the fence remaining in place needs to be communicated to NIP staff so they can inform the inspector. **Can NIP funds be used to repair or replace that section of fence? Does this qualify as greening?** Yes, this is an eligible greening expense as long as the fence is on the NIP parcel.

**Do we need to wait for the grass to start growing before we request the final inspection?** No, but the inspector must be able to see that the parcel has been seeded and that mulch or straw has been put down to prevent the seed from washing away.

**There is an easement in the front of the property that is owned by the County. It contains a damaged retaining wall that is connected to the sidewalk. We cannot remove the damaged retaining wall because it belongs to the County, what should we do?** Do not demolish or remove items that are not on the NIP parcel. We recommend you contact the County and notify them of the condition of the retaining wall. When submitting the final inspection request you will need to inform NIP staff that the damaged retaining wall was not removed because it is located in an easement that is not owned by the Partner.

**Do I need to wait until SC Housing approves the final inspection before paying the contractor?** Many Partners have had to request for their contractors return to the site to address the issues identified during the final inspection. It is recommended that a retainage be held and not released until the final inspection has been approved.

Questions regarding final inspections should be directed to your assigned program representative.

## **Examples of Properties that did not pass their final inspections**



Frame of mobile home that was demolished left on property. Lot is overgrown.



Debris left on lot, lot has not been graded. Overgrown vegetation by fence has not been cleaned up.



Footprint where structure stood has not been graded or seeded.  
Lot is overgrown, debris left on lot.





## BID SHEET

By submission of a response to this solicitation the bidder agrees to all of the provisions and conditions contained herein.

We propose to furnish material and labor, complete in accordance with the described scope of work and complete the Work in accordance with applicable building and zoning codes for the below listed property's. Show separate cost for property. In order for the City to stay within their allotted budget, properties may be deleted from the list.

### SCHEDULE OF PRICES

Bid Amount for **1909 GRAYSON STREET** (\$\_\_\_\_\_)

Bid Amount for **3307 PROCTOR STREET** (\$\_\_\_\_\_)

Bid Amount for **1925 BAXTER STREET** (\$\_\_\_\_\_)

**TOTAL BID** \$\_\_\_\_\_

The City reserves the right to delete a location and to choose the type of services needed for each location

If awarded this Work, I understand that, if a current copy is not already on file, we shall provide a CURRENT copy of proof of Liability and Worker's Compensation Insurance prior to issuance of a Purchase Order and commencing Work to the Purchasing Department at the listed address/fax number.

The Contractor agrees to complete all work within **30** calendar days after receipt of purchase order.

Firm Name \_\_\_\_\_

Mailing Address including Zip \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

(Signature)

(Typed or printed name)

Title \_\_\_\_\_

**NOTE: The successful bidder will be notified as soon as possible after bids are reviewed.**

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder
2. Permanent main office address
3. When organized
4. If a corporation, where incorporated
5. How many years have you been engaged in the contracting business under your present firm or trade name
6. General character of work performed by your company
7. Have you ever failed to complete any work awarded to you
8. Have you ever defaulted on a contract
9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
10. List your major equipment available for this contract
11. Experience in construction work similar in importance to this project
12. Background and experience of the principal members of your organization, including the officers
13. Credit available \$ \_\_\_\_\_
14. Give Bank reference \_\_\_\_\_
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ State of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Commission Expires

## SUBCONTRACTORS

Listed below are the names, addresses, and South Carolina Contractor's license number of the proposed Subcontractors for review and approval by the Owner:

#1. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#2 Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#3. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

A bidder or offerer shall submit, along with the bid, the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor to or about the construction. No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the listed subcontractor, except with the consent of the owner, for good cause shown.

**CITY OF NORTH CHARLESTON RESIDENT VENDOR PREFERENCE  
AFFIDAVIT**

Personally appeared before me \_\_\_\_\_ who, being duly sworn, certifies that the vendor identified in this bid response meets the following qualifications for the resident vendor preference: Has a principal place of business located within the corporate limits of the City of North Charleston. (A post office box or temporary construction or office trailer shall not be considered a place of business). Has a valid City of North Charleston business license and is in compliance with any state requirements or local ordinances regarding the type of business engaged in.

By this written claim bidder requests that the one percent (1%) resident vendor preference (not to exceed \$3,000.00) be exercised in consideration of contract award of this bid. Failure to complete and return this affidavit and a copy of your current City of North Charleston business license with your bid will result in not being eligible to receive the benefits of the resident vendor preference.

BUSINESS NAME: \_\_\_\_\_

NORTH CHARLESTON STREET ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ State of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Commission Expires



## **CERTIFICATION OF DRUG FREE WORKPLACE**

The contractor certifies that he maintains a drug-free workplace and has or will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the contractor's intent to maintain a drug-free workplace; the existence of any available drug counseling, rehabilitation or employee assistance programs; and the penalties that may be imposed upon employees who abuse controlled substances in the workplace.

In the event of the Contractor's noncompliance with the drug free workplace certification of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

In the event of the Contractor's noncompliance with nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION REGARDING ILLEGAL IMMIGRATION**

The contractor certifies that he/she will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act no. 280) and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

**Neighborhood Initiative Program**  
**NIP-7 Addendum to Contract**

Date: Activity #: [illegible]

Contractor Signature

Date \_\_\_\_\_

Lead Entity/Partner Signature

Date \_\_\_\_\_



## NIP-8 Debarment Certification Form

SCSHFDA, 300-C Outlet Pointe Blvd., Columbia, SC 29210, (803) 896-9001 [www.schousing.com](http://www.schousing.com)

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### Before Completing the Certification, Read Instructions Below:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Name and Address of Contractor:


Signature of Authorized Representative:

--

Title:

--

Date:

--

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
10. **Documentation of SAM.gov search results must be submitted with this form.**

Print Form