CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
INVITATION FOR BIDS  

IFB NO. 17-3562  

SOLID WASTE HAULING SERVICES  

DUE: DECEMBER 9, 2016  
2:00 PM
CITY OF GREENVILLE
STATE OF SOUTH CAROLINA

INVITATION FOR BIDS

IFB NO. 17-3562

Sealed bids will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 p.m. ET, December 9, 2016 from qualified contractors and promptly thereafter all bids that have been duly received will be publicly opened and read aloud for the following:

SOLID WASTE HAULING SERVICES

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMITTAL: One (1) original and one (1) copy of all requested documentation must be received on or before 2:00 p.m. ET, December 9, 2016.

ADDRESSED TO: City of Greenville
Purchasing Division
7th Floor, City Hall
Attn: Kelly Whitfield

MAILING ADDRESS: P.O. Box 2207, Greenville, SC, 29602

OFFICE ADDRESS: 206 S. Main St, Greenville, SC, 29601

OFFICE/FAX NUMBER: 864-467-4546 / 864-467-4597

E-MAIL: kwhitfield@greenvillesc.gov

MARK ENVELOPE: IFB NO: 17 –3562 Solid Waste Hauling Services
DEADLINE ENFORCED

Bids received after the time and date set for receipt of bids WILL NOT be accepted and will be returned unopened to the bidder. It is the bidder’s responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone, e-mail or facsimile bids will not be accepted.

No bid will be accepted from a contractor who is not currently licensed as applicable, by the South Carolina Department of Labor, Licensing and Regulation Contractors’ License Board, in accordance with Title 40, Chapter 11 of the Code of Law of South Carolina, and has a current South Carolina General Contractor’s License. Requirements may be obtained at www.llr.state.sc.us. If this requirement is not met, your bid will be disqualified and rejected.

Any offer submitted as a result of this solicitation shall be binding on the offeror for SIXTY (60) CALENDAR DAYS FOLLOWING THE BID OPENING DATE. Any bid for which the offeror specifies a shorter acceptance period may be rejected.

Bids that are not signed will not be accepted as complete and shall not be considered. Bid must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.

Upon receiving the “NOTICE OF AWARD”, the successful bidder has TEN (10) CALENDAR DAYS to submit all required bonds, insurance, permits, and licenses, and meet with the City in a Pre-construction meeting to discuss any problems or questions pertaining to the project. It is the contractor’s responsibility to contact the City’s Project Manager immediately to arrange for the pre-construction meeting during the TEN (10) DAY PERIOD.

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in the bid, bidder shall immediately notify the City of such error in writing and request modification or clarification of the document. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the bid or it shall be deemed waived.

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

In the event that progress payments are necessary, the City will withhold ten percent (10%) retention from payment due the contractor until final acceptance of the project is issued by the City of Greenville.

It shall be the contractor’s responsibility to insure that all construction conforms to OSHA requirements and the oral or written instructions of the City pertaining to the protection of the City’s property and the safety and protection of all persons in or about the site of the work and contractor shall be responsible for any damage or injury to any person or property resulting from the contractor’s failure to maintain adequate safeguards against the occurrence of accidents, injuries, or damages at the site of work.
During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

**Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so noted and identified shall be subject to disclosure by the City.*

BIDDERS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document.

This Invitation for Bids is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this IFB in writing to: Kelly Whitfield, Buyer, utilizing the fax number, or e-mail address shown on page one (1) of this invitation.

Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

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Any revisions to this Invitation for Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Greenville website at:  

All bidders should consult this website for updates before submitting bids.

**THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., December 2, 2016.**

Additional products will be considered if they meet the requirements set forth in the specification. If the contractor wishes to obtain pre-approval of a product, then they must provide third party testing data for the product that meets the requirements set forth in the specifications by the deadline for questions as specified above.
The City of Greenville reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

**Current E-mail Address Required**

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City’s website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

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**Policy Concerning Minority and Woman Owned Business Enterprises**

**Intent**

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

**Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City.

**Preference in Scoring Proposals**

Proposals Submitted by MWBEs: In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

**Required Forms**

Firms submitting proposals are required to include OMB Forms 5A and/or 5b, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

**Compliance with the South Carolina Illegal Immigration Reform Act**

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.
Protest of Solicitation or Award

Solicitation – Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award – Section 2.4. B. of the City of Greenville Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina this 21 day of November, 2016.

BY: Kelly Whitfield
Kelly Whitfield, Buyer
City of Greenville, SC

Reviewed By:

Purchasing Administrator

Risk Manager

OMB Director

Director, Public Works

Legal Department

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Rev 3 (10/30/2015)
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SOLID WASTE HAULING SERVICES

Background:
The City of Greenville provides MSW and SSR curbside collection services to over 16,000 single family homes weekly. Historically, the transportation of these materials to the landfill or a materials recovery facility (MRF) has been performed by City employees.

Quantities of waste are determined by single family residential curbside collection customers with variances in total quantities that occur both weekly and seasonally.

Project Description:
The City is requesting sealed bids from qualified firms to receive and transport approximately 30,000 tons of Municipal Solid Waste (MSW) and/or Single-Stream Recycling (SSR) materials to a permitted State of South Carolina Department of Health and Environmental Control (DHEC) “Designated Disposal Facility.” The vendor must have a State DHEC permitted transfer station able to receive MSW collected by the City using Greenville trucks.

Scope of Work:
1. The vendor shall furnish all labor, fuel, equipment, personnel, vehicles, trailers, bonds, tolls, repairs, materials, tools, insurance, supervision and all other items incidental to perform all work necessary as specified in the prescribed manner and time. The vendor must use transfer trailers having a minimum usable container capacity of 90 cubic yards. Vendor will coordinate with the City to identify and mark City of Greenville containers that will be hauling MSW to the Twin Chimney site. The City will pay all MSW fees delivered to Twin Chimneys. Yard waste will be separated at the transfer station and delivered to Twin Chimneys. Twin Chimneys will not charge the City for yard waste.

2. “Designated Disposal Facility”
   a) A minimum of 90% of tonnage, and no more than 100% of tonnage of MSW the City delivers to the transfer station, will be transported to:

      Greenville County
      Twin Chimneys Landfill
      11075 Augusta Road
      Honea Path, South Carolina 29654

   b) 100% of all Single-Stream Recycling Materials will be transported to:

      Pratt Industries
      255 Morley Court
      Duncan, South Carolina 29334
All SSR material delivered to the vendors transfer station must not be commingled with any other recycling material accepted at your facility from different sources whether private or public for delivery to Pratt Industries.

**Contract Terms:**
The terms of this contract shall be for a period of three (3) years from the date of an agreement. Upon expiration of the initial term and each renewal term of this agreement shall be automatically renewed for each additional year thereafter unless either party gives a written notice of non-renewal to the other part at least 180 days prior to expiration of a renewal term.

**Proposed Prices for MSW and Single-Stream Recycling Materials:**
The City of Greenville requires a price proposal based on a per ton fee for actual tonnage weight delivered to the vendors transfer station. The single price per ton quoted shall be the same for each commodity listed below.

1. The contract pricing shall not be modified, altered, changed, or amended in any respect unless a written amendment is signed by both parties.

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Estimated Tonnage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/trash</td>
<td>13,500</td>
</tr>
<tr>
<td>Yard waste/leaves</td>
<td>13,000</td>
</tr>
<tr>
<td>Bulk waste</td>
<td>1,000</td>
</tr>
<tr>
<td>Recycling (SSR)</td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Total tonnage</strong></td>
<td><strong>30,000 annually</strong></td>
</tr>
</tbody>
</table>

2. Cost per ton is a fixed rate for the first 2 years of the contract. The 3rd and subsequent annual cost per ton will be adjusted based on the Consumer Price Index (CPI) for All Urban Consumers, Southern Region, published by the Bureau of Labor Statistics of the U. S. Department of Labor as of October 1 of the same calendar year. The increase will be based on the prior October 1 comparison index number.

3. Total Distance Calculations in Miles
   Please state in the bid the total miles from 425 Fairforest Way, Greenville, South Carolina to the bidders transfer station address.
   The City reserves the right to evaluate and calculate what it recognizes as ‘total cost’ involved in transporting waste from the City facility at 425 Fairforest Way, Greenville, South Carolina, to the vendor’s transfer station for MSW and SSR delivery.

4. Fuel Surcharge:
   Please state how and what index will be used to calculate monthly fuel surcharge if any. The initial monthly fuel surcharge will remain in effect for the entire month.
References and Qualifications:

1. The vendor must submit a brief description of the firm’s qualifications and background to perform MSW and SSR hauling.
2. The vendor should list the names of 3 key personnel with 24-hour contact information. Any joint ventures or subcontractors should be clearly described with the roles of each party defined as well as their contact information.
3. The vendor must submit at least three (3) references listing similar work performed to that which is being offered. They should include the entity name, a contact person with phone number, a description of the work, and when it was contracted and/or completed.
SPECIAL PROVISIONS

1. The vendor shall transport all Municipal Solid Waste collected by City vehicles to a South Carolina DHEC permitted Solid Waste disposal/processing facility as designated by the city. Failure to comply with these requirements is just cause to terminate this contract. Allowing more than 10% of the MSW delivered to the vendor to be transported, or disposed of, at a facility other than the “Designated Disposal Facility” is considered non-compliant. For each and every occurrence of materials being disposed of at a non- “Designated Disposal Facility”, the vendor will be charged $5,000. Multiple occurrences may be considered cause to terminate an agreement immediately.

2. FUEL. The vendor shall provide all fuel required for their vehicles. The vendor shall not have use of the City’s fueling facility.

3. STAFFING. All staff shall have had proper training, certifications, and licenses necessary to perform the applicable contract services and shall comply with all State of South Carolina laws and regulations.

4. POINT OF CONTACT. The vendor shall provide contact information for individuals who will transmit instructions, receive information, and coordinate service matters arising pursuant to this agreement.

5. The vendor shall provide the City of Greenville with an emergency plan identifying an alternative facility within a reasonable distance the City can use in the event of an emergency shutdown or if the facility is unable to receive MSW and/or Single-Stream Recycling Materials for any other reason. A minimum of 10 days’ advance notice will be provided to the City if possible.

6. COMPLIANCE WITH APPLICABLE LAW. The vendor shall transport all acceptable waste and/or recycling materials in accordance with all motor vehicle and traffic laws of South Carolina and localities where the contracted services are performed and all Federal and State Department of Transportation rules and regulation relative to the transport of such acceptable materials. In the event the vendor fails at any time to comply with any applicable laws, the vendor shall immediately take action to correct such failure and complete whatever actions necessary to remedy failures at its sole cost and expense as well as bear all loss and expenses of either party and pay any resulting damages, fines, penalties, and other charges resulting therefrom.

7. SPEEDING AND OVER-WEIGHT TICKETS. The vendor will be solely responsible for speeding and/or over-weights charges if their drivers are cited by local, state, or federal law enforcement officials.
8. REFUSE HAULING. All refuse and recycling hauled by the vendor shall be contained, tied, or enclosed so that any leaking, spilling, or blowing of waste are prevented. The vendor shall be fully and solely responsible for any cleanup and/or fines assessed.

9. DRUG FREE. The vendor shall certify that it has implemented a drug-free workplace program.

10. SCALES. The vendor shall operate and maintain truck scales, calibrate to the accuracy required by applicable laws, to weigh all vehicles delivering waste to its facility. Each loaded vehicle shall be weighed, indicating gross weight, tare weight, date, time and vehicle identification number on a recorded weight ticket.

11. OSHA AND DOT REGULATIONS. The vendor shall possess and keep in force all licenses, business permits, and any other permits required to perform the services of this agreement.

12. ANNUAL OPERATION. The vendor shall furnish to the City, within 30 days after each contract year, an annual summary of the information contained in the monthly billing report.

13. PAYMENT. The vendor shall submit a single detailed monthly billing report and payment request to the City of Greenville for transportation services performed the previous month.

14. HOLIDAYS. If the regular collection service day falls on a City of Greenville recognized holiday (New Year’s Day; Martin Luther King, Jr.; President’s Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving and the day after Thanksgiving; Christmas Eve and Christmas Day) the vendor shall be open the day after to receive MSW and SSR.

15. HOURS OF OPERATION. The standard City of Greenville Solid Waste Division hours of operations are Monday-Thursday, 7:00am-5:30pm. Special events or during seasonal times Friday and Saturday work hours may arise. The vendor must be open during these hours.

16. ACCESS TO THE TRANSFER STATION AFTER HOURS. The vendor must provide the City of Greenville with access to the site after hours should emergencies arise during the duration of this contract.
GENERAL TERMS AND CONDITIONS

BID OPENING AND AWARD
Bids will be examined promptly after opening and each bid will be announced to all participating. It is not a practice to award any bid until the Purchasing Division and the interested Division have had ample time to review each Bid.

PUBLIC RECORD
After an award is made, copies of the bids will be available for public inspection, under the supervision of the City’s Purchasing Division from 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

RECORDS
The contractor shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

TAXES
The City of Greenville pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates as are requested. All applicable taxes should be shown as separate line items on the bid form.

BASIS OF BID AWARD
Award of bid shall be made to the responsive and responsible bidder meeting the scope of services and having the lowest possible cost consistent with the quality needed for effective use and service; the following criteria will be used in making this determination:

- Quality of Service
- Past Experience
- References
- Cost

GUARANTEE WITH BID
To protect the interests of the City, the bidder guarantees that the equipment offered is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practices.
BID FORM
Each bidder must submit a Bid on the forms attached. The bidder shall sign his/her bid correctly. Bids not signed will be rejected. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bid. Corrections shall be initialed in ink by the person signing the bid.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a Power of Attorney must be on file with the City of Greenville prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

BID CHANGES
Bid amendments thereto or withdrawal request received after the time advertised for bid opening, will be void regardless of when they were mailed.

REQUIREMENTS
The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

USE OF BRAND NAMES
Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to perspective bidders the general style, type, character, and quality of equipment desired.

USE OF BRAND NAMES IN THE BID
If the article bid upon has a trade or brand name, show same in the bid.

SPECIFICATION DEVIATIONS BY THE BIDDER
The specifications, as listed herein, represent our preference in equipment, however, the City is fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with those listed in our specifications; please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid.

Any deviation from the specifications MUST be noted in detail and submitted in writing with this Bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desired or necessary. The absence of the specifications deviation statement and accompanying specifications will hold the bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted with a bid, the bidder’s name should be clearly shown on each document.
SPECIFICATIONS CHANGES AFTER BID AWARD
Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of the Purchasing Division and given prior to any shipment.

SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS
All changes in specifications shall be in writing and furnished to ALL BIDDERS. Verbal information obtained otherwise will NOT be considered valid nor acceptable in awarding of bids.

PRICING
Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as subcontractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices.

CASH DISCOUNTS
Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment in thirty (30) days. The cash discounts so stated will be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the time used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of origin. When final inspection and acceptance is at the point of destination, the date of delivery will be used.

OTHER CHARGES
Bid prices shall include as separate line items all freight (transportation) and preparation charges, applicable taxes, and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid of the item(s).

PAYMENTS
The City does not normally make early or partial payment. Any requests for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in the bid. Such request will be given due consideration in the awarding of the bid.

JURISDICTION
This agreement shall be governed by the laws of the State of South Carolina.

DETERMINATION OF RESPONSIBILITY
The City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offer if the evidence
submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Bidders will fully inform themselves as to conditions, requirements, and scope of work before submitting their bid. Failure to do so will be at the bidder’s own risk.

ASSIGNMENT
The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City.

INDEPENDENT CONTRACTOR
The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the contractor or its employees. The City shall not withhold from the contract payment to the contractor for any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the City for its employees.

FAILURE TO ENFORCE
Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER
In the event of failure of the contractor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

FORCE MAJEURE
The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

COMPLIANCE WITH LAWS
The contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, or Local Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

EMPLOYMENT DISCRIMINATION
During the performance of the contract, the successful contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bonafide occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

INSURANCE:
The contractor shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the contractor’s obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer’s liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

(a) Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the contractor’s operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage ..................................................... $1,000,000 per occurrence

(b) Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage ........................................ $1,000,000 Combined Single Limit
(c) South Carolina Workers’ Compensation Insurance: The contractor shall maintain Workers’ Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers’ Compensation - Statutory Limits
Employers Liability Insurance - $500,000 - Each Accident
$500,000 - Disease Each Employee
$500,000 - Disease Policy Limit

(d) Environmental/Pollution Liability Insurance: The contractor shall maintain Environmental/Pollution Liability Insurance to cover any environmental damage or pollution that may result to the surface water or surrounding areas as a result of the Contractor’s work hereunder. The minimum limit of liability shall be as follows:

   Environmental/Pollution Liability .............................. $1,000,000 per occurrence

Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers’ Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best’s rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers’ Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under this Agreement by email at inscerts@greenvillesc.gov. Further, it shall be an affirmative obligation upon the vendor to advise City by e-mail sent to inscerts@greenvillesc.gov, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.
Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subcontractor’s Insurance: The contractor shall agree to cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified herein, unless the contractor’s insurance provides coverage on behalf of the subcontractor. When requested by the City, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

PROFESSIONAL LICENSING
Contractor shall secure and pay for licenses, permits, and/or certificates that may be necessary for proper execution and completion of the contract, and which are legally required when bids are received or negotiations concluded.

CITY OF GREENVILLE BUSINESS LICENSES
The Contractor must comply with the provisions of Title 6, Chapter 1 (Business Licenses) of the Greenville City Code. A Business License is not required to submit a bid. However, any firm that receives an award under this bid shall be required to obtain a City Business License before work can begin. For further information on the provisions of this chapter and its applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

INDEMNIFICATION
The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney=s fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the contractor=s negligent performance or nonperformance of the terms of the contract, including delivery and unloading of supplies and/or equipment.

PATENTS AND ROYALTIES
The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost - including court costs and attorney=s fees, charges, liability, and exposure, however caused for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or material in any way in the work.
TERMINATION FOR CONVENIENCE OR CAUSE
The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City’s best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion, that the selected contractor is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected contractor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION
It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every contractor or potential contractor with the City is required to complete the MBE Participation form for its firm. Indicate any qualifying subs used in the past, naming relevant projects, etc.

ETHICS IN PUBLIC CONTRACTING
To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the bidder shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The bidder shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.
NON-COLLUSION AFFIDAVIT
As part of the Respondent’s proposal, the bidder shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The City may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees’ status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees’ status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976
If this Agreement shall have a total potential value of ten thousand dollars ($10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor’s failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT
Non-resident firms receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident firm must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a firm located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev. 10/05/07+), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (800) 763-1295.
UNIFORM COMMERCIAL CODE
All sections of the Uniform Commercial Code which protect the buyer are hereby incorporated by reference in this contract.

INCORPORATION OF BID INTO CONTRACT
The terms, conditions, and specifications of this bid and the selected firm’s response are to be incorporated, in total, into the contract.

NON-APPROPRIATION
Any contract entered into by the City resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
BID SUBMISSION SHEET

When responding to this Bid, the following documents must be included. Omission of any one may be reason for disqualification of bid.

1. All pricing and costing data as called for in the Bid; bid form must be signed. **Bid Form not signed will be rejected.**

2. Copy of the Offeror’s City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).

3. Copy of South Carolina Contractor’s License

4. Insurance Certificates

5. Ethics in Public Contracting Affidavit

6. Minority/Disadvantaged Small Business Participation Form

7. NonCollusion Affidavit

8. NonResident Taxpayer Registration Affidavit (if applicable)

9. OMB Form 5A

10. OMB Form 5B

11. Immigration Certification Form
BID FORM

CITY OF GREENVILLE
SOUTH CAROLINA

IFB NO. 17-3562

BIDDER’S NAME: ____________________________________________________________

The undersigned, having become familiar with the existing conditions and the Bid Specifications
and Contract Documents, hereby proposed and agree, if this bid is accepted, to furnish all
supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment,
and services to complete the work as described in these specifications in accordance with the
Invitation for Bids and Contract Documents.

In submitting this bid, BIDDER represents, as more fully set forth in agreement, that:

1. Bidder has examined copies of all documents and of the following addenda:

   Addendum No.   Date
   ______________  ____________
   ______________  ____________
   ______________  ____________
   ______________  ____________

2. Bidder has examined site and locality where work is to be performed, legal requirements
   (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost,
   progress or performance of work and has made such independent investigations as Bidder
deems necessary.

3. Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were
   offered or given by the Bidder, to any officer or employee of the City with a view toward
   securing the contract or securing favorable treatment with respect to any determination
   concerning the performance of the contract.

4. This bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or
   corporation and is not submitted in conformity with any agreement or rules of any group,
   association, organization or corporation; Bidder has not directly induced or solicited any other
   Bidder to submit false or sham bid; Bidder has not solicited or sought by collusion to obtain for
   itself any advantage over any other Bidder or over Owner.
5. It is understood and agreed that the quantities shown herein are approximates only and are subject to increase or decrease.

6. **Bidder** proposes to complete work in accordance with the specifications and as described in the Invitation for Bids for the price of:

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Estimated Tonnage</th>
<th>Cost Per Ton</th>
<th>Estimated Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>13,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yard Waste/Leaves</td>
<td>13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk Waste</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycling (SSR)</td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Tonnage</strong></td>
<td><strong>30,000 Annually</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL: $____________________**

**FUEL FEE: State the fuel index to be used:**

________________________________________________________________________

________________________________________________________________________

What is the current monthly (base) rate? _________________________________

7. City of Greenville Business License Number _____________________________

8. **SUBCONTRACTORS**
   For work outlined in these documents, Bidder expects to engage the following subcontractors:
Specify if subcontractor is a minority, woman, small, veteran owned business, etc.

9. **BIDDER REFERENCES (MINIMUM OF THREE (3))**
   
   **Company Name:** ________________________________
   **Address:** ________________________________
   **Contact Person and Title:** ________________________________
   **Phone:** _______________  **Fax:** _______________

   **Company Name:** ________________________________
   **Address:** ________________________________
   **Contact Person and Title:** ________________________________
   **Phone:** _______________  **Fax:** _______________

   **Company Name:** ________________________________
   **Address:** ________________________________
   **Contact Person and Title:** ________________________________
   **Phone:** _______________  **Fax:** _______________
10. **Name of Insurance Carriers:**

   Liability ________________________________  Expires __________

   Property Damage ________________________________  Expires __________

   Workers’ Compensation ________________________________  Expires __________

11. **BIDDING ORGANIZATION**

   Bidding Organization ________________________________

   Post Office Box _________ City _________________ State _____ Zip ______

   Street Address ________________________________  Zip ______

   Telephone ________________________________  Fax __________________

   Email ________________________________

*Signature of Bidders Representative ________________________________

* **Bid will not be accepted unless signed in ink (not typed) in the appropriate space above, by an authorized officer or employee of the bidder.**

Printed Name ________________________________

Title ________________________________  Date ________________
ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF ________________________________

COUNTY OF ________________________________

_____________________________________, being first duly sworn, deposes and says that:

1. He/She is_____________________________(title) for/of ____________________________ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

_______________________________________
DATE

BY:_____________________________________
COMPANY/BUSINESS

NAME

BY:_____________________________________

ITS:_____________________________________

TITLE

SWORN to before me this _____
day of _____________, 20____

Notary Public for _______________________(state)
My commission expires ______________
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ______________________________)
COUNTY OF ____________________________)

_____________________________________, being first duly sworn, deposes and says that:

1. He/She is ____________________________ of ______________________________, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed)________________________________________
______________________________________________
(ttitle)

Subscribed and sworn to before me
this _____ day of ________________, 20____
________________________________________
(signature)
My commission expires___________________
Mail to: The company or individual you are contracting with.
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: ______________________________________________________

2. Trade Name, if applicable (doing business as):

   ______________________________________________________

3. Mailing Address: _________________________________________________________________

4. Federal Employer Identification Number (FEIN): _______________________________________

5. Hiring or Contracting with:
   Name: ____________________________________________________________
   Address: ____________________________________________________________
   Receiving Rentals or Royalties From:
   Name: ____________________________________________________________
   Address: ____________________________________________________________
   Beneficiary of Trusts and Estates:
   Name: ____________________________________________________________
   Address: ____________________________________________________________

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
   □ The South Carolina Secretary of State or
   □ The South Carolina Department of Revenue
   Date of Registration: __________________________

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

________________________________________ (Seal) __________________________
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate officer, state title: _______________________________________________________

________________________________________
(Name - Please Print)

33231028
Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT
A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS
Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary’s distribution which is attributable to South Carolina taxable income.

Our Internet address is: www.sctax.org
City of Greenville  
Identification of M/WBE Participation (OMB Form 5A)

I, ____________________________________________  
(Name of Bidder/Proposer)

I do hereby certify that on this project, we will use the following M/WBEs as subcontractors, vendors, suppliers or providers of professional services.

<table>
<thead>
<tr>
<th>Firm Name, Address, and Phone Number</th>
<th>Work Type</th>
<th>*Minority Category</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of M/WBE contracting will be ($) ________________________________
City of Greenville M/WBE Program
Listing of the Good Faith Efforts (OMB Form 5B)

Affidavit of ________________________________________________

(Name of Bidder/Proposer)

I have made a good faith effort to comply under the following areas checked:

☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.

☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.

☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.

☐ Attended prebid meetings scheduled by the City.

☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)

☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.

☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____________ Name of Authorized Officer: ____________________________

Signature: ____________________________________________

Title: ________________________________________________
# SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

<table>
<thead>
<tr>
<th>YOUR COMPANY'S CURRENT STATUS</th>
<th>SUPPLIER BUSINESS CLASSIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Is this a small business?</strong></td>
<td>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>Is this a woman-owned business?</strong></td>
<td>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>Is this a minority-owned business?</strong></td>
<td>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged:  Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
| If Yes, please indicate minority group:  
  ___ Asian American  ___ Black American  
  ___ Hispanic American ___ Native American |
| **Is this a disabled-owned business?** | A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled. |
| Yes | No |
| **Is this a veteran-owned business?** | A veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans. |
| Yes | No |
| **Is this a disabled veteran-owned business?** | A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled. |
| Yes | No |

Are the individuals who own, control and operate this business U.S. citizens?  Yes  No

Is this business a non-profit organization?  Yes  No

Is this business incorporated?  Yes  No

* Submit copy of certification certificate, as applicable
CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

I, _______________________________, hereby state and declare that I am the (name)

__________________________ of _______________________________________, and (title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered

into with the City of Greenville, that ________________________________________ (name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-

subcontractors performing services under any contract with the City of Greenville to verify

any new employees' status, per the terms of the South Carolina illegal Immigration Reform

Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

_______________________________________ (name of official)

Date: ________________________________

Rev 0 June 4, 2010