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CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
INVITATION FOR BIDS

IFB NO. 27-4028

LIGHTING UPGRADE FOR ONE CITY PLAZA PARKING GARAGE

DUE: NOVEMBER xx, 2026 2:00 PM

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CITY OF GREENVILLE
STATE OF SOUTH CAROLINA

INVITATION FOR BIDS

IFB NO. 27-4028

BIDS will be received by the Purchasing Division, Greenville, South Carolina until **2:00 p.m. ET, November xx, 2026 ,** and promptly thereafter all bids that have been duly received will be opened and read aloud via Microsoft Teams Teleconference:

Lighting Upgrade for One City Plaza Parking Garage

SUBMITTAL:	All bids must be received NO LATER THAN **2:00 p.m. ET, November xx, 2026**
TO SUBMIT BIDS:	Proposals must be submitted through the **Document Upload** link available on the project's Bid Page under **Item Details** **Bids will not be opened until 2:00 p.m.** Contractors **MUST** confirm receipt prior to 2:00 p.m. by sending an inquiry to the email address below. **Physical Address:** Greenville Transit Authority, Purchasing Division, 205 Arcadia Drive, Greenville, SC 29609
TEAMS TELECONFERENCE:	Contractors wishing to attend the bid opening should call: 1-323-673-4529 Phone Conference ID: xxx xxx xxx #
DEADLINE FOR QUESTIONS OR CLARIFICATIONS:	2:00 p.m. ET, **October xx, 2026**
E-MAIL:	purchasing_bids-rfps@greenvillesc.gov
PRE-BID CONFERENCE:	N/A

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: https://www.greenvillesc.gov/428/Bids-Requests-For-Proposals. **All bidders should consult this website for updates before submitting bids.**

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DEADLINE ENFORCED

Bids received after the time and date set for receipt of bids WILL NOT be accepted. It is the bidder's responsibility to ensure timely delivery of their bid. Telephone or facsimile bids will not be accepted.

From time to time, the Purchasing Division may have to release written changes to a solicitation due to an inadvertent error or omission on the part of the City or to an inquiry from an interested vendor during the question phase of the solicitation. No changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be considered unless they are submitted in compliance with the deadline for the questions or clarification phase of the solicitation. Any changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be published in a formal, written addendum. The City is not obligated to make any changes to the published solicitation based on an inquiry from a vendor. The City will not consider "red-line" amendments to any contract with the successful bidder, as all requests for changes must be posed in the question phase and accepted in a formal addendum. The City reserves the right to negotiate with the successful bidder in order to comply with budgetary allocations.

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

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in the IFB, 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 IFB, or it shall be deemed waived.

Proprietary and/or Confidential Information

Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be exempt from disclosure under the FOIA in the City's sole discretion. If you cannot agree to this standard, please do not submit your bid.

All information that you desire to be treated as confidential and/or proprietary must be **CLEARLY AND SPECIFICALLY** 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 may be disclosed by the City.*** Blanket-type identification by designating whole pages or sections as containing confidential and/or proprietary information will not ensure confidentiality.

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 the e-mail address shown on page one (1) of this invitation.

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Current E-mail Address Required

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

During the performance of the contract, the contractor shall comply with any and all applicable federal, state, or local laws, rules, and regulations relating to a drug-free workplace.

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 IFB. Failure to adhere to this policy may be grounds for rejection of your bid.

Required Affidavits

Firms submitting bids are required to include all affidavits found at the end of this Invitation for Bids. If any of the affidavits are not applicable, N/A is an acceptable response.

Protest of Solicitation or Award

Solicitation – Section 2.6. 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 2.6. 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 IFB, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina this 9th day of **October 2026**.

BY: Signed by: Stephanie d'Ablemont F3F97590FC65414...

Stephanie d'Ablemont / Buyer
City of Greenville, SC

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Reviewed By:

Signed by:
Dave Derrick
AB48CE3623CF4C1...

Dave Derrick — 10/9/2026 Date

DocuSigned by:
Bill Foster
8FB626CF800B4DF...

Parking Services Administrator — 10/9/2026 Date

Signed by:
Ann Morgan
D750D1A7385646C...

Risk Manager — 10/12/2026 Date

DocuSigned by:
Eva Bateman
E6FB6BB14B064EC...

Legal Department — 10/12/2026 Date

Signed by:
Patricia Dennis
3F292597F562498...

Chief Financial Officer — 10/15/2026 Date

DocuSigned by:
Rod Gray
ECCC04F5C96F43D...

Purchasing Administrator — 10/15/2026 Date

Revised 11.2020

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CITY OF GREENVILLE, SOUTH CAROLINA
BID TERMS AND CONDITIONS

The City of Greenville is requesting sealed bids for Lighting Upgrade for One City Plaza Parking Garage (the "Project") as more fully described herein. The following terms and conditions shall apply to all bids made with respect to the Project and shall be included in the contract executed between the City and the successful bidder.

INTERPRETATION AND ADDENDA

All changes in specifications shall be in writing and furnished to all bidders. No verbal interpretation made to any respondent as to the meaning of this bid shall be binding on the City. Bidders are cautioned that any statement made by the City staff that materially changes any portion of this bid document shall not be relied upon unless they are subsequently ratified in writing and distributed as an addendum by the City. It shall be the bidder's responsibility to acknowledge receipt of addenda and ascertain that its bid includes all addenda. Failure to do so may deem a bidder's bid non-responsive.

EXAMINATION OF PLANS, SPECIFICATIONS, AND WORK SITE

The bidder shall examine carefully the work site, project manuals, plans, specifications, drawings, or other materials, including all terms and conditions included herewith. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions encountered as to the character, quality, and quantities of work to be performed, the materials to be furnished, and the requirements of the project manuals, plans, specifications, drawings, or other materials, including all terms and conditions included herewith. No bidder shall, at any time after the submission of a bid, make a claim or assertion that there was any misunderstanding or lack of information regarding the nature or the amount of work necessary for the satisfactory completion of the work. Any errors, omissions, or discrepancies found in the project manuals, plans, specifications, drawings, or other materials, including all terms and conditions herewith, shall be called to the attention of the City and clarified prior to the submission of bids.

BID BOND

Bidders shall submit **A BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF QUOTED TOTAL BID PRICE** with their bids. This bond may be in the form of a certified check, cashier's check, or a bid bond from a surety and shall be made payable to the City of Greenville, South Carolina. **Bids submitted without being accompanied by any of the foregoing shall be considered non-responsive and will be rejected.** The bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and performance bond and/or payment bond are not promptly and properly executed as stated below.

RETURN OF BID BOND

When the bid is awarded, the City Purchasing Division will immediately return all bonds, except those of the successful bidder. The bond of the successful bidder will be returned upon compliance with the performance and payment bond requirement set forth below.

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BID FORM

Each bidder must submit a bid on the attached bid form. The bid form shall be signed in ink or electronic signature in the appropriate space by an authorized officer or employee of the bidder, and any unsigned bid forms may 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.

Where a bid bond is required and has been properly furnished with the bid package, City reserves the right, in its sole and absolute discretion, to accept the bid form unsigned in the event the lack of a signature was the result of a good faith mistake or inadvertence on the part of the bidder. However, before final award can be made, the bidder may be required to furnish a signed bid form within 24 hours upon notice from the City. City will accept an electronic copy in this situation. If the bidder does not furnish a signed bid form within 24 hours, the bidder will be considered non-responsive, and City shall have the right to execute the bidder's bid bond.

LUMP SUM PRICE

A lump sum price is requested in the bid. Each bidder shall include its prorated share of overhead and other items necessary for completion of the Project (materials, labor, equipment, design, installation, shipping, handling, etc.) per the project manuals, plans, specifications, drawings, or other materials, including all terms and conditions included herewith, and should represent the total bid. Any bid not conforming to this requirement may be rejected as non-responsive.

TAXES

City pays South Carolina state sales taxes. No mention shall be made in the bid of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable, unless a breakdown of all applicable taxes is specifically called for on the bid form. City is exempt from federal excise taxes and will issue exemption certificates as requested.

OTHER CHARGES

For equipment, 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 for the item(s).

CASH DISCOUNTS

Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment in 30 calendar 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.

USE OF BRAND NAMES

Specifications may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective bidders the general style, type, character, and quality of supplies or

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equipment desired. If the article bid upon has a trade or brand name, show same in the bid. It is not the City's intent to write specifications that allow only one manufacturer to submit a bid.

Additional products will be considered if they meet the requirements set forth in the specifications. If the bidder wishes to obtain pre-approval of a product, then the bidder must provide third party testing data or specifications for the product that meets the requirements set forth in the specifications by the deadline for questions or clarifications as specified on the invitation letter.

BID OPENING

Bids will be examined promptly after opening, and each bid will be announced to all participating bidders; however, City will not award any bid until the City Purchasing Division, and the interested City division or department have had ample time to review and audit each bid.

BASIS OF BID AWARD

Award of the bid shall be made to the lowest responsive and responsible bidder that meets or exceeds all minimum requirements, including but not limited to plans, specifications, delivery date/completion time, warranties and experience requirements. The basis for award may deviate from the actual awarded amount, based on budget availability.

BID CHANGES OR WITHDRAWAL BY BIDDER

Bid amendments or withdrawal requests received after the time advertised for bid opening will not be considered.

BID REJECTION OR ACCEPTANCE

City reserves the right to reject any or all bids, to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid (s) where the City deems it advisable or necessary to protect the best interests of the City.

INFORMATION AND IRREGULARITIES

City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids to properly evaluate the bid, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

DETERMINATION OF RESPONSIBILITY

City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. City reserves the right to reject any bid if the evidence submitted or investigation of such bidder fails to satisfy the City that 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 the conditions, requirements, and scope of work before submitting their bid. Failure to do so will be at the bidder's own risk.

BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the City, submit a statement of the bidder's qualifications, experience record in constructing the type of improvements embraced in the development of work

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specified, organization and equipment available for the work contemplated, and when specifically requested by the City, a detailed financial statement. City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. City reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

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 and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

SPECIFICATIONS CHANGES AFTER BID AWARD

Any changes in specifications of equipment after the award must be with the written consent of the City Purchasing Division and given prior to any shipment.

BUSINESS LICENSE, PERMITS, AND CERTIFICATES

Each bidder shall secure and pay for licenses, permits, and certificates that may be necessary or legally required when bids are received or, if an award is made, when negotiations are concluded or for proper execution and completion of the contract.

A City Business License is not required to submit a bid; however, the successful bidder shall be required to obtain a City Business License before work on the Project may begin. For further information on the provisions of the City Business License regulations and their applicability to this Project, a bidder may contact the Greenville City Business License Division at 864-467-4504 or revenueblcontracts@greenvillesc.gov.

The successful bidder shall inform all of its subcontractors and subconsultants performing services hereunder that a like business license requirement applies to them, and the successful bidder shall further disclose the names and addresses of all subcontractors performing services hereunder to City's Business License Division at revenueblcontracts@greenvillesc.gov or 864-467-4504.

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

To comply with the provisions of Section 8-13-100 *et seq*. of the South Carolina Code of Laws, the bidder shall certify in writing and include with its bid 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.

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NONCOLLUSION AFFIDAVIT

As part of its bid, the bidder shall include the attached non-collusion affidavit, duly signed by a principal of the bidder 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. City may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

The bidder shall certify in writing and include with its bid that, as to any contract subsequently entered into between the bidder and the City, the bidder will verify the employment status of any new employees and require any subcontractors or sub-subcontractors performing services under such 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 South Carolina Code of Laws.

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Non-resident companies receiving income from business conducted in the State of South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident bidder must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws, a bidder located outside of the State of South Carolina that receives a contract from the City must furnish to the City Form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your company is not presently registered with the appropriate state office, you may indicate the intent to do so should your company be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (844) 898-8542.

M/WBE GOALS AND BID REQUIREMENTS

City believes it is in the community's best interest to assist minority- and women-owned business enterprises (M/WBEs) to develop fully, in furtherance of the City's policies and programs which are designed to promote balanced economic and community growth. City adopts the State of South Carolina's goal for participation of M/WBEs: 10% of annual controllable procurement expenditures, which are defined as agreements between the City and its contractors to provide or procure labor, materials, equipment, supplies, and services to, for, or on behalf of the City.

Every bidder is required to complete the attached OMB Form 5A (City of Greenville Identification of M/WBE Participation), OMB Form 5B (City of Greenville M/WBE Program Listing of the Good Faith Efforts), and the Small/Woman-Owned/Minority Business Enterprise Form.

SMALL/DISADVANTAGED/MINORITY BUSINESS ENTERPRISES PROGRAM

It is the policy of the City 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 the contract to be awarded, the bidder agrees to show a good faith effort to carry out this policy and ensure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under the contract consistent with efficient performance of the contract.

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"Small business enterprises" are those businesses that are defined in accordance with criteria established by the United States Small Business Administration (SBA). "Minority-owned business enterprises" are those businesses owned and controlled by one or more socially disadvantaged persons. Such persons include, but may not be limited to, Black Americans, Native Americans, Asian Americans, Hispanic Americans, American Eskimos and Aleuts. "Handicap business enterprises" are those businesses which are 51% owned and controlled by disabled persons. "Woman-owned business enterprises" are those businesses which are 51% owned and controlled by one or more women.

It is a goal of the City to award a fair share of all contracts to small, minority, handicap, and woman-owned businesses, providing they are competitive. Accordingly, affirmative steps should also be used by contractors to assure that small, minority, handicap, and woman-owned businesses are utilized whenever possible as sources for supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified small, minority, handicap and woman-owned businesses on solicitation lists;
2. Assuring that small, minority, handicap, and woman-owned businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum participation of small, minority, handicap, and woman-owned businesses;
4. When requirements permit, establishing delivery schedules which will encourage participation by small, minority, handicap, and woman-owned businesses;
5. Using the services and assistance of the U.S. Small Business Administration (SBA) and State Offices for Minority and Women Business Enterprises, as required; and
6. If any subcontracts are to be let, City will require the prime contractor to show good faith efforts in the affirmative steps indicated above.

PUBLIC RECORD and FOIA REQUESTS

After an award is made, copies of the bids will be made available. Pursuant to the South Carolina Freedom of Information Act (FOIA), City will provide copies of records in its custody unless the records are exempt from disclosure under S.C. Code Ann. §30-4-40. Additional information regarding FOIA requests can be found here.

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CITY OF GREENVILLE, SOUTH CAROLINA
SPECIAL TERMS AND CONDITIONS

The City of Greenville is requesting sealed bids for the Lighting Upgrade for One City Plaza Parking Garage in accordance with the following project manuals, plans, specifications, drawings, or other materials in effect at the time of bidding, including all terms and conditions included herewith:

1. N/A

INSPECTION AND ACCEPTANCE

Inspection and final acceptance of the Project shall be conducted by the individual(s) named below:

- Parking Services Administrator (or their designee(s))

TIME FOR COMPLETION

Substantial Completion. Contractor shall have six (6) to eight (8) weeks to achieve Completion of the Project after commencement, unless (i) a delay in Completion of the Project is caused by City or by reasons not reasonably within Contractor's control as set forth below, or (ii) performance is earlier terminated in accordance with the Contract.

City and Contractor agree that, prior to Completion of the Project, there shall be no stoppage of work on the Project without the express written consent of City, unless stoppage is caused by City or by reasons not reasonably with Contractor's control.

Contractor shall pay City the sum of **$50.00 per day** for each and every calendar day of unexcused delay in achieving Final Completion of the Project beyond the time set forth above. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at the time of executing the Contract. When City reasonably believes that Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

Remedies; Excused Delay. The remedies provided for under this section shall not be construed to limit, waive, or otherwise abrogate any other remedy that City shall be entitled to under other terms and conditions of the Contract. Failure of City to enforce the liquidated damages provisions of the Contract shall not constitute a waiver of the breach of the Contract for failure to perform in a timely manner. Any extension of time will be in the form of a change order duly authorized and signed by the proper City officials prior to the agreed upon date for Substantial Completion or Final Completion, as applicable.

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Notwithstanding the foregoing, Contractor shall not be charged with liquidated damages if:

1. The delay in Substantial Completion or Final Completion arises from unforeseeable causes beyond the reasonable control of, and without the fault or negligence of the Contractor, including, but not limited to, acts of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and
2. Contractor, within 10 calendar days from the beginning of such delay, notifies the City in writing of the cause(s) of such delay. City shall review and ascertain the facts and the extent of the delay and extend the time for completing the work when, in its sole judgment, the findings of facts justify such an extension, and findings of fact shall be final and conclusive on the parties.

INSURANCE

Contractor shall procure and maintain insurance for the duration of the Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by Contractor, its subcontractors, employees, agents, or representatives for not less than any limits of liability shown below 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 suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to City by Contractor.

Certificate(s) of insurance must be included in the bid.

1. Commercial General Liability: Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its subcontractors, employees, agents, or representatives in the operation of the work or the execution of the Contract.

   Contractor shall maintain general liability coverage required for a period of not less than five years after Final Completion (as defined below) of the Project. General liability coverage must include products/completed operations coverage.

   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 Contractor's operation. The minimum shall be as follows:

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

2. Comprehensive Automobile Liability: Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles,

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or any other vehicle in the prosecution of the work included in the 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

3. South Carolina Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance for all of Contractor's employees who are in any way connected with performance under the Contract. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against City, its officers, officials, employees, agents, and representatives.

South Carolina Workers' Compensation .....Statutory Limits

Employers' Liability Insurance .....$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease Policy Limit

Contractor shall provide the City with a certificate(s) 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. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under the Contract by email to inscerts@greenvillesc.gov. Further, it shall be an affirmative obligation upon the Contractor to advise City by e-mail 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 the Contract.

The general liability policy is to contain or be endorsed to name City, its officers, officials, employees, agents, and representatives as additional insureds as respects the liability arising out of the activities performed under the Contract. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor 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 do business in the State of South Carolina, unless otherwise acceptable to the City. Contractor shall not self-insure in satisfaction of any insurance requirement hereunder without the express, written approval of City. Contractor shall insure that its subcontractors hereunder comply with the insurance requirements set out herein, and when requested by the City, Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor. Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to the Contract shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance

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penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish a satisfactory performance bond along with payment bond in the **FULL AMOUNT OF THE CONTRACT PRICE** to the City within 10 business days from the execution of the Contract.

Each bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price (as defined below) is adjusted by change order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to City and shall be executed by a surety, or sureties, licensed in the State of South Carolina and reasonably acceptable to City.

The performance bond will be in effect until all work on the Project has been completed and accepted by the City. The payment bond of the Contractor shall assure that the Contractor will promptly make payments to all persons supplying the Contractor with labor or materials in the prosecution of the work provided for in the Contract.

FAILURE TO PROVIDE PERFORMANCE/PAYMENT BONDS WHEN REQUIRED

In the event the Contractor fails to deliver to the City Purchasing Division the performance and payment bonds within **10 BUSINESS DAYS** from the execution of the Contract with the City, then the bid bond of the successful bidder shall be retained by City in its entirety, all work under the Contract shall be suspended, and City shall have the option of terminating the Contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of the Contract.

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CITY OF GREENVILLE, SOUTH CAROLINA
CONTRACT TERMS & CONDITIONS

OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up the Contract, and each of them, as well as any other documents furnished by City, shall remain the property of City. Contractor shall have the right to keep one copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without City's prior written authorization.

REPRESENTATIONS OF CONTRACTOR

In order to induce City to execute the Contract, and recognizing that City is relying thereon, Contractor, by executing the Contract, makes the following express representations to City:

1. Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations required or necessary to act as the contractor for, and to perform, the Project, including any necessary business licenses;
2. Contractor has become familiar with the Project site and the local conditions under which the Project is to be performed and relied upon; and
3. Contractor has received and carefully examined all of the documents which make up the Contract, including, but not limited to, plans, specifications, drawings, and maps and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction of the Project.

INTENT AND INTERPRETATION

With respect to the intent and interpretation of the Contract, City and Contractor agree as follows:

1. The Contract, together with Contractor's and surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and the Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. The Contract also supersedes any bid documents, except as expressly identified and incorporated by reference on the Standard Contract Form.
2. Anything that may be required, implied, or inferred by the documents which make up the Contract, or any one or more of them, shall be provided by Contractor for the Contract Price (as defined below).
3. Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between City and any person except the Contractor.
4. When a word, term, or phrase is used in the Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
5. The words "include", "includes", or "including", as used in the Contract, shall be deemed to be followed by the phrase, "without limitation."

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6. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

7. Contractor shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up the Contract, shop drawings, and other submittals and shall give written notice to the City of any conflict, ambiguity, error, or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the City, or the City's architect, if any, of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with the Contract. City has prepared, or had prepared, the documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS, IF SUCH DOCUMENTS HAVE BEEN PREPARED BY OTHER THAN CITY, BUT CONTRACTOR SHALL BE ALLOWED TO RELY UPON SUCH DOCUMENTS TO THE SAME DEGREE AS CITY. Contractor again hereby acknowledges and represents that it has received and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents, as no such representations or warranties have been or are hereby made.

8. In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up the Contract, the following shall control:

    a. As between figures given on plans and scaled measurements, the figures shall govern;

    b. As between large scale plans and small-scale plans, the large-scale plans shall govern;

    c. As between plans and specifications, the requirements of the specifications shall govern; and

    d. As between this document and the plans or specifications, this document shall govern.

CONTRACTOR'S PERFORMANCE

Contractor shall perform all of the work required, implied, or reasonably inferable from the Contract including, but not limited to, the following:

1. Construction of the Project in accordance with the time for performance set forth herein, and any and all other reasonably related services agreed to between the parties hereto or necessary to carry out the requirements herein, all as more particularly set out herein;

2. The furnishing of any required surety bonds and insurance;

3. The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all

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necessary building permits and other permits required for the construction of the Project; and

4. If applicable, the creation and submission to the City of detailed and comprehensive as-built drawings depicting all as-built construction. Such as-built drawings shall be submitted to the City upon Final Completion of the Project and receipt of same by the City shall be a condition precedent to final payment to the Contractor.

INFORMATION AND MATERIAL SUPPLIED BY CITY

City shall furnish to Contractor, prior to the execution of the Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project, if applicable. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material as being in the possession of City and for no other purpose. By furnishing such material, City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. City shall also furnish, if appropriate, the legal description of the Project site and any required survey.

City shall obtain all required authorizations, approvals, easements, and the like, excluding the building permit or other permits or fees required of Contractor by the Contract or permits and fees customarily the responsibility of Contractor.

City will provide Contractor one copy of the complete Contract; provided, however, that in no event shall Contractor use, or permit to be used, any portion or all of such Contract on other projects without Owner's prior written consent. Notwithstanding the foregoing, the documents which make up the Contract, as well as any other documents furnished by City, shall remain the property of City.

COMPENSATION; CONTRACT PAYMENTS

City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price as submitted on the bid form for this Project or as listed on the Standard Contract Form. In the event that the fixed price on the bid form and the Standard Contract Form differ, the fixed price on the Standard Contract Form shall control. Such fixed price shall constitute the "Contract Price," which shall not be modified except by change order as provided herein.

City shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this section. On or before the 10th day of each month after commencement of performance, but no more frequently than once monthly, Contractor may submit a request for payment for the period ending the last day of the previous month (each, a "Payment Request"). Each Payment Request shall be in such format and include whatever supporting information as may be required by City. Therein, Contractor may request payment for 90% of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by City), less the total amount of previous payments received from City. Any payment on account of stored materials or equipment will be subject to Contractor providing written proof that City has title to such materials or equipment and that they are fully insured against loss or damage. Each Payment Request shall be signed by the Contractor and shall constitute Contractor's representation that the quantity of

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work has reached the level for which payment is requested, that the work properly installed or performed in strict compliance with the Contract, and that Contractor knows of no reason why payment should not be made as requested. Within 10 calendar days thereafter, City shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by the Contract, and shall approve in writing the amount which, in the good faith opinion of City, is properly owing to Contractor. City shall make payment to the Contractor within 30 calendar days following City's written approval of each Payment Request. The amount of each such payment shall be the amount approved for payment by City less such amounts, if any, otherwise owing by Contractor to City or which City shall have the right to withhold as authorized by the Contract. City's approval of Contractor's Payment Requests shall not preclude City from the exercise of any of its rights to refuse to make payment or demand the return of amounts previously paid as set forth below. The submission by Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which City has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, Contractor shall, if required by City, also furnish to City properly executed waivers of lien, in a form acceptable to City, from all subcontractors, materialmen, suppliers, or others having lien rights, wherein such subcontractors, materialmen, suppliers, or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, or other claims relating to the Project site. Furthermore, Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in City.

When payment is received from City, Contractor shall immediately pay all subcontractors, materialmen, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event City becomes informed that Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, City shall have the right, but not the duty, to issue future checks and payment to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit City to repeat the procedure in the future.

Neither payment to Contractor, utilization of the Project for any purpose by City, nor any other act or omission by City shall be interpreted or construed as an acceptance of any work of Contractor not strictly in compliance with the Contract.

City shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:

1. The quality of a portion, or all, of Contractor's work not being in accordance with the requirements of the Contract;
2. The quantity of Contractor's work not being as represented in Contractor's Payment Request or otherwise;
3. Contractor's rate of progress being such that, in City's opinion, Substantial Completion or Final Completion, or both, may be inexcusably delayed;

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4. Contractor's failure to use Contract funds previously paid by City to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers;
5. Claims made, or likely to be made, against City or its property;
6. Loss caused by Contractor; or
7. Contractor's failure or refusal to perform any of its obligations to City.

In the event that City makes written demand upon Contractor for amounts previously paid by City as contemplated above, Contractor shall promptly comply with such demand.

If, within 30 calendar days from the date payment to Contractor is due, City, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, Contractor shall have the right to cease work until receipt of proper payment after first providing 10 days' written notice of its intent to cease work to the City.

When Substantial Completion has been achieved, Contractor shall notify City in writing and shall furnish to City a listing of those minor matters yet to be finished. City, or its designee, will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that Contractor's work is substantially complete, City, or its designee, will confirm same in writing to the parties and will therein set forth the date of Substantial Completion. If City, or its designee, through its inspection, fails to find that Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by City from any payment then or thereafter due to Contractor. Guarantees and equipment warranties required by the Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, City shall pay the Contractor an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less any amounts attributable to liquidated damages, together with all reasonable costs as determined by City for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims.

When Final Completion has been achieved and Contractor is ready for a final inspection, it shall notify City thereof in writing. City, or its designee, will thereupon conduct an inspection to confirm that the work is in fact finally complete. Upon its confirmation that Contractor's work is finally complete, City, or its designee, will confirm the same in writing to the parties, setting forth the date of Final Completion, and will furnish a final approval for payment certifying that the Project is complete and that the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Contract. If City, or its designee, through its inspection, fails to find that Contractor's work is finally complete, and is required to repeat its final inspection of the Project, Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by City from Contractor's final payment.

Notwithstanding the foregoing, prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish to City, in the form and manner required by City, if any:

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1. An affidavit that all of Contractor's obligations to subcontractors, laborers, equipment, or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
2. If required by City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier, or other person or entity who has, or might have a claim against City or City's property;
3. If applicable, consent(s) of surety to final payment; or
4. All product warranties, operating manuals, instruction manuals, and other record documents, drawings and things customarily required of Contractor, or expressly required herein, as a part of or prior to Project closeout.

City shall, subject to its rights set forth in the joint check procedure set forth above, make final payment of all sums due Contractor within 10 calendar days of the execution of the final approval for payment by City or its designee.

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

In addition to any and all other duties, obligations, and responsibilities of Contractor set forth in the Contract, Contractor shall have and perform the following duties, obligations, and responsibilities to City:

1. Subject to the terms of the Contract, Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals, if applicable. If Contractor performs work knowing or believing it involves and error, inconsistency, or omission in the Contract without first providing written notice to City, Contractor shall be responsible for such work and pay the cost of correcting same.
2. All work shall strictly conform to the requirements of the Contract.
3. The work shall be strictly supervised, with Contractor being full responsibility for any and all acts or omissions of those engaged in the work on behalf of Contractor.
4. Contractor hereby warrants that all labor furnished under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of the Contract. Any work not strictly complying with the requirements of the Contract shall constitute a breach of Contractor’s warranty.
5. Contractor shall obtain and pay for all required permits, fees, and licenses customarily obtained by Contractor. Contractor shall comply with all legal requirements applicable to the work to be performed hereunder.
6. Contractor shall employ and maintain at the Project site only competent supervisory personnel. Promptly following execution of the Contract, Contractor shall provide to City the names and titles of the key supervisory personnel assigned by Contractor to the Project, and any subsequent changes in such supervisory personnel shall be promptly reported to City.

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7. At the pre-construction conference prior to commencing work hereunder, Contractor shall provide to City, and thereafter comply with, Contractor's schedule for completing the Project work. Such schedule shall be in a form acceptable to City. Contractor's schedule shall be updated no less frequently than monthly, unless otherwise agreed to in writing by the parties, to reflect conditions encountered from time to time. Each such revision shall be furnished to the City. Strict compliance with these requirements shall be a condition precedent to payment to Contractor, and failure by Contractor to strictly comply with such requirements shall constitute a material breach of the Contract.
8. Contractor shall keep an updated copy of the Contract at the Project site. Additionally, Contractor shall keep a copy of approved plans, drawings, shop drawings, and other submittals, if any. All of these items shall be available to the City at all regular business hours. Upon Final Completion, all of these items shall be finally updated and provided to the City and shall become the property of the City.
9. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the City. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the City shall not be evidence that work installed pursuant thereto conforms with the requirements of the Contract. City shall have no duty to review partial submittals or incomplete submittals. Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect, and examine any and all submittals before submission of same to the City.
10. Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon Final Completion, Contractor shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment.
11. At all times relevant to the Contract, Contractor shall permit City representatives to enter upon the Project site and to review or inspect the work without formality or other procedure.

SUBCONTRACTORS

Upon execution of the Contract, Contractor shall identify to City, in writing, those parties intended as subcontractors on the Project. City shall, in writing, state any objections that City may have to one or more of such subcontractors. Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom City objects. All subcontracts shall afford Contractor rights against the subcontractor which correspond to those rights afforded to City against the Contractor herein, including those rights of contract termination as set forth herein.

PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Contractor, or any subcontractor of Contractor, shall be made available to City for inspection and copying upon written request by City. Furthermore, such documents shall be made available, upon request by City, to any federal, state, local, or other regulatory authority, and any such authority may review, inspect and copy such records. Such

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records shall include, but shall not be limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Such records expressly include those documents reflecting the cost of construction to Contractor. Contractor shall maintain and protect these documents for no less than four years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

COMPLIANCE WITH LAWS

General. Contractor, in the performance of work under the Contract, shall fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, ordinances, including the Americans with Disabilities Act ("ADA") and the regulations promulgated thereunder, including ADA Title II, and shall hold the City harmless from any liability resulting from failure of such compliance.

Equal Employment Opportunity. Contractor and all subcontractors, suppliers, and vendors shall comply with all federal, state, county, or municipal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under such orders will result in suspension of periodic progress payments. Contractor shall ensure unlimited access to the Project sites for all equal employment opportunity compliance officers.

Employment Discrimination. Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, sexual orientation, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of Contractor. Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

Compliance with the South Carolina Illegal Immigration Reform Act
Contractor shall verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing services under the Contract to verify the status of any new employees, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

Compliance with Anti-Discrimination Provisions of Section 11-35-5300, Code of Laws of South Carolina, 1976. If the Contract shall have a total potential value of $10,000.00 or more, and/or unless such goods and/or services are offered to City for at least 20% less than the lowest certifying business, then, by entering into the Contract, Contractor 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 failure to make such affirmative certification shall affect an automatic termination of the Contract.

BUSINESS LICENSE REQUIREMENTS.

Contractor shall secure and pay for licenses, permits, and 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.

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Specifically, Contractor must obtain all business license(s) required by the Greenville City Code and Ordinances. Any firm that receives an award under a bid shall be required to obtain a City business license before work can begin. For further information on the provisions of the City Business License Regulations and their applicability to the Contract, contact the Greenville City Business License Division at 864-467-4504 or revenueblcontracts@greenvillesc.gov.

Contractor shall inform all of its sub-contractors and sub-consultants performing services hereunder that a like business license requirement applies to them, and Contractor shall further disclose the names and addresses of all sub-contractors performing services hereunder to City's Business License Division at revenueblcontracts@greenvillesc.gov or 864-467-4504.

WORKPLACE SAFETY; DUST ABATEMENT

Contractor shall ensure that all work hereunder conforms to OSHA requirements and the oral or written instructions of City pertaining to the protection of City's property and the safety and protection of all persons in or about the Project sites, and Contractor shall be responsible for any damage or injury to any person or property resulting from Contractor's failure to maintain adequate safeguards against the occurrence of accidents, injuries, or damages at the Project sites.

Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures whenever and as often as necessary to prevent Contractor's operations from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity of the Project site. Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until Contractor is relieved of further responsibility by City. No separate payment will be allowed for dust abatement measures, and all costs thereof shall be included in the Contract Price.

CHANGE ORDERS

One or more changes to the work within the general scope of the Contract may be ordered by change order. Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

1. A "change order" shall mean a written order to the Contractor executed by the City after execution of the contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
2. Any change in the Contract Price resulting from a change order shall be determined as follows:
    a. By mutual agreement between the City and the Contractor as evidenced by the change in Contract Price being set forth in the change order, together with any conditions or requirements, and the change order being signed by both parties; or
    b. If no mutual agreement occurs between the City and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. Any

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such costs or savings shall be documented in the format and with such content and detail as City requires.

3. The valid execution of a change order by Contractor shall constitute conclusive evidence of the parties' agreement to the changes ordered. Contractor, by executing the change order, waives and forever releases any claim against City for additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed change order, unless same is provided for herein.
4. Contractor shall notify and obtain the consent and approval of Contractor's surety with reference to all change orders if such notice, consent or approval are required by City, Contractor's surety or by law. Contractor's execution of the change order shall constitute the Contractor's warranty to City that the surety has been notified of, and consents to, such change order and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.

CLAIMS BY CONTRACTOR

Claims by Contractor against City are subject to the following terms and conditions:

1. All Contractor claims against City shall be initiated by a written claim submitted to the City. Such claim must be received by City no later than seven calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim.
2. Contractor and City shall continue their performance hereunder, unless stoppage is authorized or required under any other provision of the Contract, regardless of the existence of any claims submitted by Contractor.
3. In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven calendar days after the first appearance to such party of the circumstances. As a condition precedent to the City having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided herein shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition. In the event of such circumstances requiring modification, the parties shall negotiate in good faith for such modification.
4. In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall strictly comply with the requirements of this section and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation.
5. In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly

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limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. City shall not be liable to the Contractor for claims of third parties, including subcontractors, unless and until such liability of the Contractor has been established therefore in a court of competent jurisdiction.

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

In the event Contractor covers, conceals, or obscures its work in violation of the Contract or in violation of a directive by City, such work shall be uncovered and displayed for City's inspection upon request and shall be reworked at no cost in time or expense to City.

If any of the work is covered, concealed, or obscured in a manner not covered by the paragraph above, it shall, if directed by City, be uncovered and displayed for City's inspection. If the uncovered work confirms strictly to the Contract, the costs incurred by Contractor to uncover and subsequently replace such work shall be borne by City; otherwise, such costs shall be borne by Contractor.

Contractor shall, at no cost in time or money to City correct work rejected by City as defective or failing to conform to the Contract. Additionally, Contractor shall reimburse City for all testing, inspections, and other expenses incurred as a result thereof.

In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of 12 months following final completion upon written direction from City.

City may, but shall in no event be required to, choose to accept defective or non-conforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or non-conforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or non-conforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate City for the acceptance of defective or nonconforming work, Contractor shall, upon written demand from City, pay City such remaining compensation for accepting defective or non-conforming work.

CEASE AND DESIST ORDER

In the event Contractor fails or refuses to perform the work as required herein, City may instruct Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the work may resume. In the event City issues such instructions to cease and desist, and in the further event that Contractor fails and refuses within seven days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and Contractor shall be fully responsible and liable for the costs of performing such remaining work. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor.

SUSPENSION OF THE CONTRACT BY CITY

City shall have the right at any time to direct Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of

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up to 30 calendar days, and a like number of days shall be added to the time required for Contractor to complete the Project. If any such suspension is directed by City, Contractor shall immediately comply with same.

In the event City directs a suspension of performance under this provision, through no fault of Contractor, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

1. Demobilization and remobilization, including such costs paid to subcontractors;
2. Preserving and protecting Project work in place;
3. Storage of materials or equipment purchased for the Project, including insurance thereon; and
4. Performance of Project work at a later, or during a longer, time frame than that contemplated by the Contract.

TERMINATION OF THE CONTRACT

Termination by City for Convenience. City, in its sole discretion, may terminate this Contract, in whole or in part, at any time without cause by providing at least 30 calendar days' prior written notice to Contractor, 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, Contractor shall incur no further obligations in connection with the work on the Project, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts and settle any liabilities and claims arising out of the termination of such orders or subcontracts. City may direct Contractor to assign Contractor's right, title, and interest under termination orders or subcontracts to the City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed work and materials, equipment, parts, fixtures, information, and Contract rights as Contractor has. When terminated for convenience, Contractor shall be compensated as follows:

1. Contractor shall submit a termination claim to City specifying amount due because of the termination for convenience, including costs, pricing, or other data. Contractor shall have one (1) year from the effective date of termination to file a termination claim, and if Contractor fails to file a claim, City shall pay Contractor in accordance with (3) below.
2. City and Contractor may agree to the compensation, if any, due to Contractor.
3. Absent agreement to the amount due to Contractor, City shall pay the following amounts:
    a. Contract prices for labor, materials, equipment, and other services accepted under the Contract;
    b. Reasonable costs incurred in preparing to perform, and in performing, Project work prior to the time of termination, plus a fair and reasonable allowance for direct job site overhead and profit, though such profit shall not include anticipated profit or consequential damages; provided, however, that if it is determined that Contractor would not have profited or would have sustained a loss if the entire Contract had been

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performed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and

c. Reasonable costs, if any, of settling and paying claims arising out of the termination of subcontracts or orders; provided, however, that such costs, if any, shall not include amounts paid in accordance with the other provisions hereof.

The total sum to be paid to Contractor under this provision shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include any duplication of payment.

Termination by City for Cause. In addition to any other rights that City may have hereunder, this Contract may be terminated, in whole or in part, by City on written notice to Contractor, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective (i) if Contractor materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within 15 calendar days after Contractor's receipt of written notice of such breach, or (ii) if Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial party of its property or business. Upon termination of the Contract for cause, City may assume possession of the Project site and of all materials and equipment at the site and may complete the Project work. In such situation, Contractor shall not be paid further until the Project work is complete. After final completion has been achieved, if any portion of the Contract Price remains after the cost to City of completing the Project, including all costs and expenses of every nature incurred, has been deducted by City, such remainder shall belong to Contractor. If there is a deficit, Contractor shall pay and make whole City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the termination for cause is subsequently determined by a court of competent jurisdiction to have been without cause, such termination shall then be deemed a termination for convenience and the provisions of that section shall apply.

Termination by City for Non-Appropriation. Notwithstanding anything herein to the contrary, the Contract shall be subject to immediate cancellation without damages or further obligation when funds are not appropriated (or are appropriated and subsequently withdrawn) or otherwise made available to support continuation of performance of the Contract in a subsequent fiscal period or appropriated year.

Termination by Contractor. If City repeatedly fails to perform its material obligations to Contractor for a period of 30 calendar days after receiving written notice from Contractor of its intent to terminate hereunder, Contractor may terminate performance under the Contract by written notice to City. In such event, Contractor shall be entitled to recover from City as though City had terminated Contractor's performance for convenience as described above.

INDEMNIFICATION

Contractor shall indemnify, defend, and hold City, and its respective officers, officials, contractors, employees, agents, and representatives (collectively, "Indemnitees"), free and harmless from and

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against any and all losses, injuries, death, damages, liabilities, claims, deficiencies, demands, actions, suits, judgments, interest, awards, penalties, fines, costs or expenses of any kind or nature, including reasonable attorneys' fees and costs, the costs of enforcing any right to indemnification hereunder, and the costs of pursuing any insurance providers (collectively, "Losses"), arising out of or occurring in connection with (i) any claim for property damage or personal injury, including death, to the extent resulting from or arising out of the negligence or willful misconduct of Contractor, its subcontractors, employees, agents, or representatives under the Agreement, or (ii) any claim that City's or an Indemnitee's use or possession of any goods or use of any services hereunder infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. Notwithstanding Contractor's obligation to defend City, at Contractor's sole cost and expense, hereunder, City shall have the option to appear and defend such action or claim on its own behalf. Contractor shall not enter into any settlement without City's prior written consent. The foregoing indemnity shall survive the expiration or termination of the Contract.

MISCELLANEOUS

Independent Contractor. Contractor shall at all times be considered an independent contractor of City hereunder, and neither Contractor nor its subcontractors, employees, agents, or representatives shall, under any circumstances, be considered employees of City. City shall not be legally responsible for negligence or other wrongdoing, either intentional or unintentional, by Contractor or Contractor's subcontractors, employees, agents, or representatives. City shall not deduct from payment to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or other amounts for benefits to Contractor. Further, City shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation coverage, normally provided by City for its employees.

Notices. All notices or other communications required hereunder shall be in writing and shall be deemed given effectively if delivered personally, delivered by an express courier (with confirmation), mailed by certified or registered mail (return receipt requested), sent via facsimile (with confirmation), or delivered by email (with confirmation) to the named party at the address provided on the Standard Contract Form or at such other address as may be designated by either party in writing to the other party by like notice.

Entire Agreement. The Contract (including any schedules, exhibits, addenda, or attachments hereto, and the other documents and instruments referred to in the Contract) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Project.

Amendments; Modifications. This Agreement may not be amended or modified except by an instrument in writing signed on behalf of each of the parties hereto.

Governing Law; Venue. The Contract and the rights, obligations, and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina. Venue for the resolution of all disputes regarding the terms of the Contract or the performance thereunder, whether in law or in equity, shall be exclusively in the federal or state courts of Greenville County, South Carolina.

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Severability. If any part or provision of the Contract is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts of the Contract.

Non-Waiver. Failure by the City or Contractor at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions or any subsequent breach. Such failure to enforce shall not affect the validity of the Contract, or any part thereof, or the right of the City or Contractor to enforce any provision at any time in accordance with its terms.

Assignment. Contractor shall not assign, transfer, convey, or otherwise dispose of any award or any or all of its rights, title, or interest in the Contract, in whole or in part, without the prior written consent of the City.

Successors and Assigns. The rights and obligations of the City and Contractor herein shall inure to, and be binding upon, the respective successors and permitted assigns of the parties hereto.

Headings; Captions. The headings, captions, and numbers in the Contract are solely for convenience and shall not be considered in construing or interpreting any provision of the Contract. The Contract contains all agreements, promises, and understandings between the City and Contractor, and no verbal or oral agreements, promises, statements, assertions, or representations by the City or Contractor or any contractors, employees, agents, or other representatives of either, shall be binding upon the City or Contractor.

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DISCLAIMER STANDARD CONTRACT FORM

The following page is a sample of the Standard Contract Form that will be sent to you for execution *IF* you are recommended for contract award. The Standard Contract Form, together with the attachments listed therein, will constitute the contract between the City and the successful bidder with respect to this project. Please do NOT complete and return the Standard Contract with your bid.

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(SAMPLE CONTRACT)

City of Greenville
State of South Carolina
Standard Contract Form
IFB/RFP No. _____

Subject/Project Name			

1. This Contract is entered into between the City of Greenville, SC and the Contractor named below:

City of Greenville, SC (hereafter called City)

Contractor's Name (hereafter called Contractor)

2. Contract to Begin:	Calendar Days for Completion:	Term of the Agreement:

3. Lump Sum Amount of this Contract (if applicable):	Fee Represented as a Percentage of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)

4. The parties agree the following attachments, in order of precedence, are hereby incorporated and made a part of the Contract. Change Orders issued hereafter, and any other properly executed amendments, shall become and be a part of this Contract.

Attachment 1: **All Terms & Conditions and Scope of Work and/or Specifications Included in the attached Solicitation and Addendum (if applicable)**
Attachment 2: **Construction Plans/drawings (if not included in the solicitation)**
Attachment 3: **Bid or Proposal Submitted by Contractor**
Attachment 4: **Fee/Cost Submitted by Contractor (if not included in bid submittal)**
Attachment 5: **All Other Documentation Required in the Solicitation**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5. **Contractor**

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

By *(Authorized Signature)*	Date Signed

Printed Name and Title of Person Signing

Address

Telephone Number	E-mail Address

6. **City of Greenville, SC**

City Manager or Designee

By *(Authorized Signature)*	Date Signed

Printed Name and Title of Person Signing
Shannon Lavrin, City Manager

Dept Director	Risk Mgt	Legal	CFO	Purchasing	Deputy CM
_____	_____	_____	_____	_____	_____

SAMPLE

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LIGHTING UPGRADE FOR
ONE CITY PLAZA PARKING GARAGE
IFB No. 27-4028

Summary

The City of Greenville is soliciting sealed bids from qualified and properly licensed contractors to provide all labor, supervision, equipment, tools, materials, transportation, and incidentals necessary for the removal, disposal, and installation of lighting fixtures at the One City Plaza Parking Garage.

The project consists of the removal of one hundred ten (110) existing light fixtures and the installation of two hundred ten (210) new light fixtures. The City of Greenville will furnish the new light fixtures for installation. All other materials, equipment, and labor required to complete the work shall be provided by the Contractor.

The Contractor shall complete the project within an estimated six (6) to eight (8) weeks following the commencement of work.

Scope of Services

The selected contractor shall furnish all personnel, supervision, equipment, tools, materials, and supplies necessary to completely remove and replace light fixtures in the One City Plaza Garage. The Work shall include, but not be limited to, the following:

- Disconnect, demo and neatly stack one hundred and ten (110) existing light fixtures on-site as designated by the City of Greenville Parking Services.
- Furnish all labor and ancillary materials necessary to install:
    - Two hundred and ten (210) 4-foot vapor-tight lights fixtures; and
    - One (1) 8-foot vapor-tight light fixture.
- Drill and install concrete anchors, threaded rods, mounting hardware, and all related supports necessary to suspend fixtures at elevations equivalent to, or slightly below concrete webbing.
- Furnish and install required EMT conduit, junction boxes, fittings, supports, junction boxes, and related electrical components necessary for the installation of new fixtures on Parking Levels P1 through P6.

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- Furnish and install all required MC cable, junction boxes, fittings, supports, and related electrical components necessary for the installation of new fixtures on Parking Level P7 in the locations designated by the City.
- Coordinate all work activities with the City's Parking Services Supervisor. Work shall be performed during the overnight hours to minimize disruption to garage operations and public use.
- Any lights take out of service for replacement must be replaced during that shift. No lights should be left "dark."
- Comply with all applicable federal, state, and local laws, regulations, codes, permitting requirements, and safety standards governing the performance of the work.

Contractor Licensing Requirements: A South Carolina Electrical Contractor License Classification is required.

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BID SUBMISSION SHEET

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

1. All pricing and costing data as called for in the IFB; bid form will be signed. **Bid Form not signed may be rejected.**
2. Bid Bond
3. Copy of the bidder's City Business License (A Business License is not required to submit a bid, however, if an award is made the bidder shall obtain a City Business License before work can begin.)
4. Copy of South Carolina Contractor's License (SC Electrical Contractor Classification Required)
5. Certificate of Insurance showing proof of City required coverages and limits
6. Ethics in Public Contracting Certification
7. Non-Collusion Affidavit
8. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
9. Sub-contractor/Sub-consultant Participation form
10. Small / Woman-Owned / Minority Business Enterprise Form
11. OMB Form 5A
12. OMB Form 5B
13. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312

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BID FORM

CITY OF GREENVILLE
STATE OF SOUTH CAROLINA

IFB NO. 27-4028

BIDDER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the bid specifications, hereby proposes, and agrees, 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 the specifications in accordance with the Invitation for Bids and Contract Documents.

Bidder accepts all of the terms and conditions, including without limitations those dealing with the disposition of bid security (if applicable).

Bidder further agrees to pay as liquidated damages, the sum of **$50.00** for each consecutive calendar day thereafter for each and every day of delay beyond the time herein prescribed for completing the work.

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

1. **Bidder** has examined 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,

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association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bids; **Bidde**r has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or over Owner.

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

Total Bid: $_____

12. SC Contractor's License Number _____

13. City of Greenville Business License Number _____

14. BIDDER REFERENCES & PAST EXPERIENCE (MINIMUM OF THREE (3))

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email: _____

Scope of Work: _____

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email: _____

Scope of Work: _____

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email: _____

Scope of Work: _____

15. NAME OF INSURANCE CARRIERS

General Liability _____ Expires _____

Auto Liability _____ Expires _____

Workers' Compensation _____ Expires _____

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16. BIDDING ORGANIZATION

Company Name _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____

*Signature of Bidder's Representative _____

Bid may not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the Bidder.

Printed Name _____

Title _____ Date _____

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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 COMPANY/BUSINESS

BY:_____

SIGNATURE

_____

PRINTED NAME

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

ITS:_____

TITLE

Notary Public for _____(state)
My commission expires _____
By:_____
(signature)

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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)_____

_____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

_____

(signature)

My commission expires_____

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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: _____

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City of Greenville
Sub-contractor/Sub-consultant Participation

IFB/RFP No. _____

Project: _____

We, _____,
(Name of Bidder/Proposer)

do hereby certify that the following list contains **all** sub-contractors and/or sub-consultants associated with this project, if applicable. I will notify the City of any changes that occur.

Firm Name and Address	Phone Number	Email Address	Trade	Value of Work ($)

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SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
Is this a small business? Yes No	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)
Is this a woman-owned business? Yes No	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.
Is this a minority-owned business? Yes No If Yes, please indicate minority group: __ Asian American __ Black American __ Hispanic American __ Native American	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.
Is this a disabled-owned business? Yes No	A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.
Is this a veteran-owned business? Yes No	A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.
Is this a disabled veteran-owned business? Yes No	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.

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

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City of Greenville
Identification of M/WBE Participation (OMB Form 5A)

I, _____
(Name of Bidder/Proposer)

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

Firm Name, Address, and Phone Number	Work Type	*Minority Category

*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 ($) _____

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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.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 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.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 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:_____

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

I-312
(Rev. 5/18/15)
3323

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: _____

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 Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) 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)

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INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

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.

Our Internet address is: **www.dor.sc.gov**