

**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
INVITATION FOR BIDS**

IFB NO. 22-3789



SPEED HUMPS

DUE: NOVEMBER 10, 2021

2:00 PM



**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA**

INVITATION FOR BIDS

IFB NO. 22-3789

BIDS will be received by the Purchasing Division, Greenville, South Carolina until **2:00 p.m. ET, November 10, 2021** and promptly thereafter all bids that have been duly received will be opened and read aloud via WebEx Teleconference:

Speed Humps

SUBMITTAL: All bids must be received **NO LATER THAN 2:00 p.m. ET, November 10, 2021**

TO SUBMIT BID: [Click here](#)

BID TITLE: IFB No. 22-3789 - *Contractor's firm name*
Bids will not be opened until 2pm. For confirmation of receipt prior to 2pm send an inquiry to the email address below.

WEBEX TELECONFERENCE: Contractors wishing to attend the bid opening should call:
1-415-655-0002

Meeting Access Code: 2335 075 4145

**DEADLINE FOR QUESTIONS
OR CLARIFICATIONS:** 2:00 p.m. ET, November 2, 2021

E-MAIL: mdiaz@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: <http://www.greenvillesc.gov/bids.aspx>. **All bidders should consult this website for updates before submitting bids.**

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.

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.

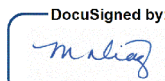
Protest of Solicitation or Award

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.

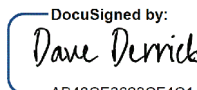
Award – Section 2.6. B. of the City of Greenville Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted 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 18 day of October 2021.

BY:  547D5006A5C14CF...
Maribel Diaz, CPPB, Lead Buyer
City of Greenville, SC

Reviewed By:

 AB48CE3623CF4C1...
Interim Director of Public Works

10/18/2021
Date

 6EC11A3FA9734F5...
Legal Department

10/18/2021
Date

DocuSigned by:
Matt Egan
44928B1C67864BE...

OMB Director

10/18/2021

Date

DocuSigned by:
Rod Gray
8A8654947BB94C5...

Purchasing Administrator

10/18/2021

Date

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CITY OF GREENVILLE, SOUTH CAROLINA **BID TERMS AND CONDITIONS**

The City of Greenville is requesting sealed bids for the purchase and delivery of speed humps (the "Project") as more fully described herein. The following terms and conditions shall apply to all bids made with respect to the Project.

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 FORM

Each bidder must submit a bid on the attached bid form. The bid form shall be signed in ink 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.

UNIT PRICES

Unit prices are requested for items in the bid. Each bidder shall include its prorated share of overhead and other items necessary for completion of the Project per the project manuals, plans, specifications, drawings, or other materials, including all terms and conditions included herewith, not specifically listed in the schedule of values, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm.

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 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 responsive and responsible bidder meeting the plans, specifications, and scope of services and having the lowest possible cost consistent with the expected quality and service. The following criteria will be used in making this determination:

- Adherence to the plans, specifications, and scope of services;
- Delivery date or completion time;
- Warranties, if applicable; and
- Cost and minimum past experience with similar or like service.

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 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.

CONTRACT AND CONTRACT DOCUMENTS

Following the award to the successful bidder (the "Contractor"), the Contractor and the City shall execute the Standard Contract Form, a copy of which is attached hereto for reference. The Standard Contract Form, together with the attachments listed therein, will constitute the "Contract" between the Contractor and the City.

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@greenville.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@greenville.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.

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 insure 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.

“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 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](#).

CITY OF GREENVILLE, SOUTH CAROLINA
SPECIAL TERMS AND CONDITIONS

The City of Greenville is requesting sealed bids for the purchase and delivery of speed humps in accordance with the following specifications including all terms and conditions included herewith:

DELIVERY LOCATION

Delivery shall be made at the location shown below:

Public Works Facility
475 Fairforest Way
Greenville, SC 29607

DELIVERY TIME

Unless otherwise stated, deliveries will be accepted during the hours between 8:00 a.m. and 5:00 p.m. ET, Monday through Friday excluding City holidays.

DELIVERY DATE

The delivery time as stated in the bid shall be the time required to deliver the completed item(s) after the receipt of the order or award of the Contract. The bidder certifies that the delivery will be completed in the time stated, starting at the time the order is placed, provided that the time between the bid opening and the placing of the order does not exceed the number of days so stipulated in the bid. City reserves the right to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

TITLE TO EQUIPMENT

Title to equipment shall remain with the vendor or manufacturer until final acceptance of the equipment by the City. It shall be the sole responsibility of the vendor or manufacturer to deliver equipment in good condition. Any equipment damaged in shipping or delivery shall be the responsibility of the vendor or manufacturer.

CITY OF GREENVILLE, SOUTH CAROLINA **CONTRACT TERMS & CONDITIONS**

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. During the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a 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.

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.

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 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 part 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 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.

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.

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.

(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 Percentage of Designated Lump Sum or Incentive 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 a part of this Contract.

- Attachment 1: **All Terms & Conditions and Scope of Work and 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 that included in the submission**
- 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

John McDonough, City Manager

Speed Humps

IFB No. 22-3789

Scope of Services

The City of Greenville is requesting sealed bids from vendors to provide a minimum of 25 speed humps per year. The City's Public Works Department will install all speed humps. These quantities are approximate only and subject to increase or decrease.

Materials must meet the speed hump specifications as specified in the City of Greenville's Design and Specifications Manual located here: <http://www.greenvillesc.gov/337/Design-Specifications-Manual>. Vendor shall furnish speed humps which shall be 14 feet in length in the direction of vehicular travel, with a center height of four (4) inches. Widths will be specified during the ordering process and will only include the units as stated below. Speed humps shall be continuous from end to end with no gaps for wheel paths. Bidder shall provide specific information on selected materials for the City's approval.

Speed humps less than or equal to 21 feet in width shall have two (2) arrows in each direction of travel. Speed humps greater than 21 feet in width shall have three (3) arrows in each direction of travel. Arrows shall be in accordance with Figure 3B-29, Option A of the Manual on Uniform Traffic Control Devices (MUTCD).

The City is requesting quotes for 6 different widths of speed humps as listed below. Bidders shall provide a price for 1 of each width in their bid. Once awarded, the City of Greenville will order the necessary widths as determined in the field.

- 16'-6"
- 19'-6"
- 21'
- 22'-6"
- 28'-6"
- 31'-6"

Vendor shall deliver speed humps within 4-6 weeks from date of order.

Contract Term

The length of the contract shall be from the date of execution of contract through June 30, 2023, with the right to extend for three (3) successive years. Contract shall be firm-fixed price for the initial contract term. Renewal for each successive year shall be based on acceptable Contractor performance under the terms of the contract. Such determination shall be conducted no later than 30 days prior to contract expiration, at which time the City will notify the Contractor of its intent to renew. Contract renewal prices may be negotiated upon agreement of both parties.

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.

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

1. 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, if required.)
2. Insurance Certificates
3. Ethics in Public Contracting Certification
4. Non-Collusion Affidavit
5. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
6. Sub-contractor/Sub-consultant Participation form
7. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
8. Small / Woman-Owned / Minority Business Enterprise Form
9. OMB Form 5A
10. OMB Form 5B

BID FORM
CITY OF GREENVILLE
SOUTH CAROLINA
IFB NO. 22-3789

BIDDER'S NAME: _____

The undersigned, having become familiar with the Bid Specifications, hereby proposes and agrees, if this bid is accepted, to deliver the materials as described in the scope and specifications in accordance with the Invitation for Bids and Contract Documents.

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

2. **Bidder** 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.
3. This bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or over **Owner**.
4. It is understood and agreed that the quantities shown herein are approximates only and are subject to increase or decrease.
5. The undersigned, having carefully examined the specifications, terms and conditions for the materials herein described, hereby agrees to sell and deliver to the City of Greenville the following:

Unit cost shall include the cost of all material, delivery, overhead, and profit. Tax should not be included in the unit price below.

Bidder will supply approximately 25 speed humps of various widths per year for the following firm-fixed price for the initial term of this agreement (through 6/30/2023).

a. Specify individual pricing for each speed hump below (at 14' in length)

- 16'-6" \$ _____
- 19'-6" \$ _____
- 21'-0" \$ _____
- 22'-6" \$ _____
- 28'-6" \$ _____
- 31'-6" \$ _____

b. Other Charges (please specify)

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

c. Applicable Discounts (please specify)

1. _____
2. _____
3. _____

6. **Please specify origination point to be considered for award, "various" is not a location:**

Address: _____

7. Number of years doing business under Bidder's name: _____

8. In compliance with the IFB and subject to all conditions thereof, the undersigned agrees:

- a. This bid, as stated, is opened for acceptance for a period of **Sixty (60)** calendar days from the date of opening.
- b. To furnish any and/or all items as quoted, unless otherwise specified, within _____ calendar days after receipt of the Purchase Order.

9. City of Greenville Business License Number _____

10. BIDDER REFERENCES (MINIMUM OF THREE (3))

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

11. BIDDING ORGANIZATION

Bidding Organization _____

Post Office Box _____ City _____ State _____ Zip _____

Street Address _____ Zip _____

Telephone _____ Fax _____

Email _____

*Signature of Bidders Representative _____

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

Printed Name _____

Title _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

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

DATE

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)

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 _____

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: _____

1350



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.

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

If Corporate officer, state title: _____

(Name - Please Print)

33231028

**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**

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p style="text-align: center;">Yes No</p>	<p>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)</p>
<p>Is this a woman-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>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.</p>
<p>Is this a minority-owned business?</p> <p style="text-align: center;">Yes No</p> <p>If Yes, please indicate minority group:</p> <p><input type="checkbox"/> Asian American <input type="checkbox"/> Black American</p> <p><input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American</p>	<p>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.</p>
<p>Is this a disabled-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>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.</p>
<p>Is this a disabled veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>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.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p>Yes No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes No</p>
<p>Is this business incorporated?</p>	<p>Yes No</p>

* Submit copy of certification certificate, as applicable

**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: _____