

REQUEST FOR PROPOSALS

RFP 2024-11-004

2024

CLEMSON PARK

CONSTRUCTION



CITY OF
Clemson
SOUTH CAROLINA



City of Clemson

REQUEST FOR PROPOSALS

RFP 2024-11-004

2024 Clemson Park Construction

ISSUE DATE	November 22, 2024
CLOSING DATE & TIME	December 20, 2024 at 3:00 PM Clemson City Hall Engineering Conference Room 1250 Tiger Blvd, Suite 5 Clemson, South Carolina 29631
SOLICITATION NUMBER	2024-11-004
ACCEPTANCE PLACE/AGENCY	City of Clemson Finance Department Procurement Coordinator 1250 Tiger Blvd, Suite 2 Clemson, South Carolina 29631

***BID SUBMISSIONS THAT ARE HAND DELIVERED MUST BE RECEIVED AND INITIALED BY THE FINANCE DEPARTMENT.**

QUESTIONS & RESPONSES	Questions regarding this RFP shall be received in writing via email no later than 5:00 PM on December 16, 2024. Responses will be provided via addenda no later than 5:00 PM on December 16, 2024. There is a mandatory pre-proposal meeting
CONTACT	Brandon Burton, Procurement Coordinator bburton@cityofclemson.org

RFP documents can be downloaded from our website: clemsoncity.org



**Clemson City Hall
1250 Tiger Blvd, Suite 2
Clemson, South Carolina 29631**

**Request for Proposals
RFP 2024-11-004
2024 CLEMSON PARK CONSTRUCTION
Issue Date: November 22, 2024**

The City of Clemson is seeking the professional services of a qualified contractor, or team of contractors to provide construction services for phase construction of Clemson Park . The contractor(s) will be responsible for the construction of the final plans prepared by Russell Design Office, Hanbury & Britt Peters and Associates (Attachment A). The selected contractor is expected to provide construction activities following plans and specifications, construction management, topographical as-builts, necessary permit acquisition, shop drawings for review, and time tables for construction scheduling. Please see Section III of the solicitation documents for full scope of work.

Sealed proposals will be accepted by the Clemson Finance Department located at Clemson City Hall until **3:00 PM December 20, 2024**. Submissions that are hand delivered **must** be received and initialed by the Finance Department. Submissions that are mailed in should be sent to City of Clemson Finance Department 1250 Tiger Blvd, Suite 2. At the time and date above, sealed bids will be publicly opened and the names read aloud at the City of Clemson engineering conference room located at 1250 Tiger Blvd Suite 5, Clemson SC 29631. Proposals received after this time will not be accepted.

Each sealed envelope must be marked on the outside as **“2024 Clemson Park Construction, RFP 2024-11-004”** and should include the respondent’s name and address.

Questions regarding this RFP should be directed to Mr. Brandon Burton, Procurement Coordinator via email at bburton@cityofclemson.org and shall be received no later than **5:00 PM, December 16, 2024**.

There will be a mandatory pre-proposal meeting held on site for all interested parties:

Wednesday, December 11th, 2024 at 2:00 PM or Monday, December 16th, 2024 at 10:00 AM

Pre-Proposal Meetings will be located in Clemson Park, 114 Clemson Park Rd., Clemson SC 29631 under the existing park structure.

Contract documents, including drawings and technical specifications are on file at City of Clemson City Hall, 1250 Tiger Blvd, Clemson SC 29631. Copies of the documents may be obtained at www.clemsoncity.org. Documents are available in electronic PDF format free of charge.

The City of Clemson reserves the right to cancel this solicitation and/or reject any and all bids in whole or in part if the City of Clemson determines that cancellation and/or rejections are advantageous to the City. Bids are legal and binding upon the Respondent when submitted. It will also be the responsibility of each respondent to obtain any addenda issued from the Procurement Office. The written solicitation documents supersede any verbal or written prior communications between the parties.

David A. Blondeau, City Administrator
City of Clemson

SECTION I- GENERAL INSTRUCTIONS

RFP 2024-11-004

2024

CLEMSON PARK

CONSTRUCTION



CITY OF
Clemson
SOUTH CAROLINA

CITY OF CLEMSON, SOUTH CAROLINA
GENERAL INFORMATION

GENERAL INFORMATION

The City of Clemson is seeking the professional services of a qualified contractor, or team of contractors to provide construction services for phase construction of Clemson Park . The contractor(s) will be responsible for the construction of the final plans prepared by Russell Design Office, Hanbury & Britt Peters and Associates (Attachment A). The selected contractor is expected to provide construction activities following plans and specifications, construction management, topographical as-builts, necessary permit acquisition, shop drawings for review, and time tables for construction scheduling. Please see Section III of the solicitation documents for full scope of work.

EXAMINATION OF BID DOCUMENTS AND SITE

Before submitting an offer, each offeror shall: examine the solicitation document package thoroughly; become familiar with local conditions affecting cost and work progress or performance; become familiar with federal, state, and local laws, ordinances, rules, regulations affecting cost and work progress or performance; study and carefully correlate offeror's observations with the solicitation document package; and notify the city concerning conflicts, errors, or discrepancies in the solicitation document package.

There will be a mandatory pre-proposal meeting held on site for all interested parties:

Wednesday, December 11th, 2024 at 2:00 PM or Monday, December 16th, 2024 at 10:00 AM

Pre-Proposal Meetings will be located in Clemson Park, 114 Clemson Park Rd., Clemson SC 29631 under the existing park structure.

Offer submission will constitute indisputable representation that offeror understands and has complied with requirements contained in this article, and that offeror has read and understood the solicitation document package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform work.

SOLICITATION DOCUMENTS

The solicitation document package includes the Advertisement, Sections I-III, all attachments, exhibits, and addenda issued during the solicitation period.

Complete sets of the solicitation document package shall be used in preparing offers. The city assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of the solicitation document package.

The city, in making the solicitation document package available on the above terms, does so only to obtain bids on work and does not confer license or grant for any other use.

Any part of the solicitation document package may be modified by addenda. See Section II for more detailed terms.

CONTACT PERSON

Bidders are encouraged to contact Brandon Burton, Procurement Coordinator by email at bburton@cityofclemson.org to clarify any part of these requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this solicitation and also may result in the disqualification of the contractor's submittal.

Contractors may not contact any elected official or other city employee to discuss the procurement process or bid opportunities except through the procurement coordinator named herein or as provided by existing work agreement(s). This policy shall be strictly enforced and the city reserves the right to reject the submittal of any vendor violating this provision.

BID SUBMISSIONS

One (1) unbound, printed and signed original and **four (4)** identical, printed copies of the proposal and supporting documents and **one (1)** digital format must be submitted in response to the RFP and must be received no later than **3:00 PM on December 20, 2024**. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside **“2024 Clemson Park Construction RFP 2024-11-004”** and should include the respondent’s name and address. Each envelope should be addressed to:

City of Clemson Finance Department
Procurement Coordinator
1250 Tiger Blvd, Suite 2
Clemson, SC 29631

Hard copies may be delivered to the above address **ONLY** between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday, excluding holidays observed by the City of Clemson Government. Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Submittals or modifications received after the due date and time will not be considered. City of Clemson Government assumes no responsibility for the premature opening of submittals not properly addressed and identified and/or delivered to the proper designation. Late submittals properly addressed to the City of Clemson shall be returned to the respondent unopened.

Each offeror shall complete and return forms found in Section III with their offer. Each solicitation shall contain the following completed forms and documents.

- a. Bidders Checklist
- b. Bidders Declaration
- c. Items outlined in Proposal Content and Format
- d. SC Immigration Form
- e. Certificate of Non-Discrimination
- f. Non-Collusion Affidavit
- g. SC Ethics in Public Contracting Affidavit
- h. W9
- i. SC I-312
- j. Addenda Acknowledgement Form (if applicable)

More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing any applicant is interested in more than one bid for the same work will cause the city to reject all bids from the applicant. If the city believes collusion exists among applicants, bids from participants in collusion will not be considered.

Conditions, limitations, or provisions attached by the applicant to the bid forms may cause its rejection. Bids containing items not included in the form of bids will be considered irregular.

Any offer submitted as a result of this solicitation shall be binding on the offeror for ONE HUNDRED EIGHTY (180) CALENDAR DAYS FOLLOWING THE SPECIFIED OPENING DATE. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

MODIFICATION AND WITHDRAWAL OF BIDS

Withdrawal prior to time for receiving bids: Bids may be modified or withdrawn by appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. Bid withdrawals will not prejudice applicant's rights to submit a new bid prior to the deadline for submitting bids.

Withdrawal after the time for receiving bids: After the period for receiving bids has expired, no bid may be withdrawn, modified, or explained, except as provided for in the below article.

AWARD OF CONTRACT

To extent permitted by applicable state and federal laws and regulations, the city reserves the right to reject any and all bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by the City of Clemson after verification is made by the applicant. However, under no circumstances can unit prices be changed.

Contract will be awarded by the city pursuant to applicable law. Nothing contained herein shall place duty upon the city to reject bids or award bids based upon anything other than the city's sole discretion as described herein. The city will award the project at the city's discretion.

Definitions

The words "Bidder", "Offeror", "Proposer", "Respondent", "Vendor", and "Contractor" are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a proposal/response/offer/bid.

End of Section I

SECTION II- GENERAL TERMS & CONDITIONS

RFP 2024-11-004

2024

CLEMSON PARK

CONSTRUCTION



CITY OF
Clemson
SOUTH CAROLINA

CITY OF CLEMSON, SOUTH CAROLINA
GENERAL TERMS & CONDITIONS FOR SOLICITATIONS

RIGHTS RESERVED BY CITY

The City reserves the right to reject any or all proposals/bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City. Further, the City of Clemson may make any investigations deemed necessary to determine bidder's ability to perform the work, and bidder shall furnish all information and data requested by the city. The city reserves the right to reject any bid from any bidder that the city considers not properly qualified to carry out agreement obligations or able to satisfactorily complete the work on schedule.

INTERPRETATION AND ADDENDA

From time to time, the City 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 verbal interpretation made to any respondent as to the meaning of this solicitation shall be binding on the City. Offerors are cautioned that any statements made by the City staff that materially changes any portion of this solicitation shall not be relied upon unless they are subsequently ratified in writing and distributed as an addendum by the City. It shall be the offeror's responsibility to acknowledge receipt of addenda and ascertain that its proposal includes all addenda. Failure to do so may deem an offeror's proposal non-responsive.

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. If the offeror discovers any ambiguity, conflict, discrepancy, omission or other errors in the solicitation, the offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, or it shall be deemed waived. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.

ACCEPTANCE OF CONTENT

Before submitting an offer, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of city documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

SIGNATURE (BIDDERS DECLARATION) FORM

Offers shall include a signed Signature Form. Offers that do not include a signed Signature Form will not be accepted as complete and shall not be considered. The Signature Form must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

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 of South Carolina on that income. To facilitate this requirement, a nonresident offeror 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, an offeror 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 an offeror is not presently registered with the appropriate state office, it may indicate the intent to do so should it be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (844) 898-8542.

DETERMINATION OF RESPONSIBILITY

City may make such investigation as it deems necessary to determine the ability of an offeror to furnish the required services, and the offeror 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 proposal if the evidence submitted or investigation of such offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of a contract and to deliver the services contemplated therein. Offerors will fully inform themselves as to the conditions, requirements, and scope of work before submitting their offer. Failure to do so will be at the offeror's own risk.

QUALIFICATIONS-BASED SOLICITATION

Negotiations shall be conducted beginning with the offeror whose qualifications are deemed to rank highest among all offers received in response to this solicitation. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

CONTRACT AND CONTRACT DOCUMENTS

Following the award to the successful offeror (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.

REQUIREMENTS OF THE CONTRACTOR

The Contractor shall (i) have the professional qualifications, experience, expertise, and personnel to timely perform the Project, (ii) have the requisite licenses, certifications, and permits from all public

entities having jurisdiction over Contractor or the Project and shall maintain such licenses, certifications, and permits during the term of the Project, (iii) become familiar with the Project site and the local conditions under the Project is to be performed, (iv) comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel performing the same or similar services in the same or similar location, and (v) assume full responsibility to City for the improper acts and omissions of its contractors, consultants, or others, if any, employed or retained by Contractor in connection with the Project.

RESPONSIBILITY OF THE CITY

Among other things, the City will provide Contractor access to all information in City's possession that City reasonably determines is necessary for Contractor to perform the Project. The project manager will coordinate with Contractor, and facilitate coordination with other City personnel, as reasonably necessary to allow Contractor to adequately perform the Project.

PAYMENT TERMS

Unless otherwise agreed by the City and the Contractor, Contractor shall submit monthly invoices to the City for the work performed under the Contract by the 10th day of the month following the month in which such work is performed. Such invoices shall reference this Contract by number and shall be accompanied by any reasonably required supporting materials, documentation, or data, including a monthly progress report, if applicable. The City shall pay Contractor for such invoice within 30 days of receipt, provided the same has been reviewed and approved by the project manager, which review shall occur within five (5) business days of receipt. Should the project manager approve payment in an amount less than that submitted by the Contractor in the invoice, then the unpaid portion of such invoice shall be retained until approved, and the City and the Contractor shall work together in good faith to resolve such discrepancy. Upon receipt of payment from the City, the Contractor shall immediately pay all sub-contractors, sub-consultants, materialmen, suppliers, or laborers, as applicable, the amounts they are due for the work covered by such payment.

CITY OF CLEMSON BUSINESS LICENSES

The Contractor shall secure and pay for any and all licenses, permits, and certificates that may be necessary for proper execution and completion of the contract, and which are legally required when proposals are received, or negotiations concluded.

Specifically, the Contractor must obtain all business license(s) required by the Clemson City Code and Ordinances. A City Business License is not required to submit a proposal however, any offeror that receives an award under this RFP 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 this contract, contact the Clemson City Business License Division at (864) 624-1147 or businesslicense@cityofclemson.org.

Contractor shall inform all of its subcontractors and/or 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 of Contractor's subcontractors performing services hereunder to City's Business License Division at businesslicense@cityofclemson.org or (864) 624-1147.

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, if applicable, 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 laws, rules, regulations, ordinances, and 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. Each offeror shall certify in writing and include with its proposal that, as to any contract subsequently entered into between the offeror and the City, the offeror 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.

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.

Ethics in public contracting affidavit. To comply with the provisions of Section 8-13-100 *et seq.* of the South Carolina Code of Laws, each offeror shall certify in writing and include with its proposal that its offer was made without fraud, that it has not offered or received any kickbacks or inducements from any other offeror, 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.

Each offeror shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

Non Collusion affidavit. As part of its proposal, each offeror shall include the attached non-collusion affidavit, duly signed by a principal of the offeror 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 proposals shall be rejected if

there is any reason for believing that collusion exists among the offerors. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

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. The contractor shall not enter into any settlement without the City's prior written consent. The foregoing indemnity shall survive the expiration or termination of the Contract.

INSURANCE

The Contractor shall procure and maintain insurance for the duration of this 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 the 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 the City by the successful offeror.

Certificate of insurance must be presented to the city before a notice to proceed is issued.

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 of the Project. General liability coverage must include products or 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

Comprehensive Automobile Liability: Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the

prosecution of the work included in 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

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

Professional Liability Insurance: If providing a professional service, the Contractor shall maintain professional liability insurance to cover errors or acts of omission by the Contractor, its subcontractors, employees, agents, and representations in the performance of its obligations herein:

Professional Liability \$1,000,000

The 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 the City prior to commencement of services under the Contract by email to bburton@cityofclemson.org. Further, it shall be an affirmative obligation upon the Contractor to advise City by e-mail to bburton@cityofclemson.org, 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 Certificate Holder name and address is to be displayed as follows:

City of Clemson
1250 Tiger Blvd
Clemson, SC 29631

The general liability policy is to contain or be endorsed to name the City, its officers, officials, employees, agents, and representatives as additional insured 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 penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

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. Termination of this Contract shall not relieve either party of any obligation incurred to the other prior to termination, and the City shall pay Contractor for all services rendered and costs reasonably incurred prior to termination.

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. Termination of this Contract shall not relieve either party of any obligation incurred to the other prior to termination, and the City shall pay Contractor for all services rendered and costs reasonably incurred prior to termination, provided, however, that should City terminate this Contract for cause as provided hereunder, then City may proceed to have the Project completed by another contractor or consultant, and the Contractor shall be liable to the City for any costs incurred by City that are greater than what City would have paid had the Contractor performed as required by the Contract.

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.

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 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.

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 Clemson 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.

Protests. The City of Clemson will follow protests and appeals in accordance to the Clemson Code of Ordinances, Sec 7-11.

PUBLIC RECORD and FOIA REQUESTS

After an award is made, copies of the proposals 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.

Proprietary and/or Confidential Information

Your proposal 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 offer.

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.

Definitions

The words "Bidder", "Offeror", "Proposer", "Respondent", "Vendor", and "Contractor" are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a proposal/response/offer/bid.

End of Section II

SECTION III- TECHNICAL SPECIFICATIONS

RFP 2024-11-004

2024

CLEMSON PARK

CONSTRUCTION



CITY OF
Clemson
SOUTH CAROLINA



Request for Proposals
RFP 2024-11-004
2024 CLEMSON PARK CONSTRUCTION
Issue Date: November 22, 2024

BIDDER'S CHECKLIST

Company Name _____

Please indicate you have completed the following documentation and submit them in the following order.

ITEM DESCRIPTION

Check

- Bidders Checklist
- Bidders Declaration
- Items outlined in Proposal Content and Format
- SC Immigration Form
- Certificate of Non-Discrimination
- Non-Collusion Affidavit
- SC Ethics in Public Contracting Affidavit
- W9
- SC I-312
- Addenda Acknowledgement Form (if applicable)

Authorized Signature

Date

Printed Name

Title

Email

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR BID

**CITY OF CLEMSON
STATE OF SOUTH CAROLINA**

**2024 Clemson Park Construction
RFP 2024-11-004**

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the requirements.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **December 20, 2024 3:00 PM.** but may not be withdrawn after such date and time.

That the City of Clemson reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Clemson reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Clemson has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

BIDDER:

_____	_____
Name	Title

_____	_____
Name	Title

**CITY OF CLEMSON
STATE OF SOUTH CAROLINA**

**2024 Engineering Design Manual
RFP 2024-11-004**

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Clemson. The bidders may be declared, by the City of Clemson, ineligible for further contracts with the City of Clemson until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

**CITY OF CLEMSON
STATE OF SOUTH CAROLINA**

NON-COLLUSION AFFIDAVIT

**2024 Clemson Park Construction
RFP 2024-11-004**

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm, _____
Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Clemson or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Clemson or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of 20

NOTARY PUBLIC

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)

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 Clemson that, as to any service contract subsequently entered

into with the City of Clemson, 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 Clemson 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: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

dor.sc.gov

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer hereby certifies as follows:

Legal business name: _____ FEIN: _____

Trade name if applicable (doing business as): _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Check and complete one:

Hiring or contracting with:

Name: _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Receiving rentals or royalties from:

Name: _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

The South Carolina Secretary of State (SCSOS) or

The South Carolina Department of Revenue (SCDOR):

Date of registration: _____

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

I understand the SCDOR may revoke the withholding exemption granted under SC Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or SC Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the SCDOR in the determination of its correct South Carolina tax liability.

I hereby certify that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete. I understand that under SC Code Section 12-54-44 (B)(6)(a), I can be fined and/or imprisoned for furnishing a false statement.

Signature of nonresident taxpayer (owner/partner/corporate officer when relevant)

Date

Print name

If corporate officer, state title

INSTRUCTIONS

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

Do not submit this form to the SCDOR.

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 SCSOS or the SCDOR.

Required Withholding Payments

SC 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.

SC 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 taxes on the nonresident taxpayer at the following rates:

- If payments are made to a nonresident taxpayer who is not a corporation, the withholding is computed at South Carolina's top marginal Individual Income Tax rate for the tax year.
- If payments are made to a nonresident taxpayer who is a corporation, the withholding is computed at 5%.

SC Code sections are available at dor.sc.gov/policy.



2024 Clemson Park Construction RFP

11.20.2024

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Table of Contents

Table of Contents	1
Overview	2
Project Scope	2
Scope of Work and Performance	2
Task 1: Project Management and Coordination	3
Task 2: Construction and Scheduling	3
Construction Section 1: Mobilization & Site Safety	4
Construction Section 2: Utility Construction and Skate Park Preparation	4
Construction Section 3: Park Land Construction	4
Construction Section 4: Building renovations & Splash Pad	4
Construction Section 5: Parking Lot & Project Closeout	5
Eligibility	5
Selection Criteria	7
Submission	7
Proposal Content and Format:	8
Evaluation Criteria	9
Interview Selected Contractors	10
Planned Schedule	10
Award of the Contract	10
Offer and Acceptance Period	10
Required forms	11
Contractor Pricing Proposal & Schedule	11
Example Evaluation Criteria	12
Evaluation Criteria Explainer	13
Attachment A:	14
100% Construction Plans	14

Overview

The City of Clemson is seeking the professional services of a qualified contractor, or team of contractor Hereinafter the “contractor”, to provide construction services for phase construction of Clemson Park . The contractor will be responsible for the construction of the final plans prepared by Russell Design Office, Hanbury & Britt Peters and Associates (Attachment A). The selected contractor is expected to provide construction activities following plans and specifications, construction management, topographical as-builts, necessary permit acquisition, shop drawings for review, and time tables for construction scheduling.

Project Scope

The City of Clemson has been working on the design and construction of the revitalization of Clemson Park for approximately the last 10 years. Clemson Park is the City’s oldest park having gone through several changes since it was first established. The Park has been a centering location for the community since its inception, with that thought the designed iteration will bring the park into a new form which will allow for continued use of the park land. Several projects have been constructed in the park within the past 4 years including a SCPRT funded fast track, a pump track and connections to phase 1 of the Green Crescent trail which currently provide multi-modal pathways from Berkeley Dr. to Clemson University. The vision is for the redeveloped Clemson Park is to be a recreational hub for all age users providing passive activities as well as community gathering venues that are accessible by a variety of transportation modes.

Clemson Park is located at **114 Clemson Park Rd.**

The selected contractor will be selected by a Selection Review Team (SRT) comprised of park design consultants and City of Clemson Staff. The SRT may also include members of any other major stakeholder group. The SRT is responsible for the recommendation to the City Council for the contractor to perform the work.

Scope of Work and Performance

The City of Clemson is seeking a contractor that can partner in the construction of the Clemson Park. Outlined below is the scope of work that will guide the construction. This outline is not necessarily all-inclusive and the contractor may include in the proposal any additional performance task that will integrate innovative approaches. At a minimum, the contractor will:

Task 1: Project Management and Coordination

The contractor shall be required to manage the construction, coordination with any sub-consultants, as well as bear responsibility for all documentation and equipment needed to complete the design. The contractor will identify a project lead from their team to act as the direct point of contact with the City of Clemson and Russel Design Office and team.

This task includes regular progress meetings with the City of Clemson's Design Committee (the Committee), and the preparation of and submission of invoices. When submitting progress reports, the consultant will be required to outline the following:

- Performed work;
- Upcoming task and/or milestones;
- Development and submission of shop drawings, product data, etc) for review by the SRT
- State of scope and schedule; and,
- Any foreseen issues that may come up before the next progress report.

The Committee will be responsible for determining any construction issues and assisting with constructability concerns. Assisting with the coordination and scheduling of any meetings and assisting the contractor with material selections. The contractor will be expected to work closely with the Committee on the coordination of and distribution of materials as applicable.

The Committee is composed of representatives from the City of Clemson Staff, Russell Design Office, Hanbury, Britt Peters, and Spohn Ranch.

The City of Clemson Point of Contact will be:

Paul Russell, Russel Design Office

Task 2: Construction and Scheduling

The Contractor will be responsible for constructing Clemson Park following the attached plan set. Along with scheduling of any subcontractors as necessary to perform the work. The contractor will be responsible for any licensing and permitting required for the construction of the parkland and building. The contractor will also be responsible for the as-built survey, coordination with any owner requested materials testing, and already selected subcontractors for speciality work as outlined. The project has been broken out into several smaller sections to assist with coordination of the project, these sections will also be representative of the pricing structure of the project. Each section includes a general description of the work proposed, the contractor should price each section to include all

construction management, labor, subcontractors and labor, materials, installation, material transportation and demolition and removal of unsuitable materials.

Construction Section 1: Mobilization & Site Safety

The contractor will be responsible for all mobilization, tree removal, tree protection and site safety as necessary to construct the provided design while the park is still active and in use. Coordination with the City of Clemson Staff to ensure proper site conditions are maintained for the public to safely use the park and/or assistance with scheduling of public notices for information concerning construction scheduling and park operations interferences.

Construction Section 2: Utility Construction and Skate Park Preparation

The contractor will be responsible for the mass rough grading of the park including any erosion control measures required either through the plans and/or weekly CEPSCI inspections performed by the City of Clemson. The contractor will be responsible for providing a final grade of $\pm 6''$ (six inches) for the skate park designated area, along with any required utility infrastructure to include but not limited to water, sewer and stormwater to allow for Spohn ranch to arrive to the site and construct the proposed skate park. All General contractors provide notes on plan set page SK6.0 should be met for this section.

The City of Clemson has already executed a contract with Spohn Ranch.

The contractor is not to contact Spohn Ranch until selection.

Construction Section 3: Park Land Construction

The Contractor will be responsible for the final grading and landscaping of the parkland areas. This section includes all final grading, landscaping, irrigation, stabilization, hardscaping, sidewalks, bridges, and erosion control and utility work. The work should be completed following the provided design plans. The section includes all work except the parking lot improvements and hardscape + 5' (five feet) outside the building/splash pad construction). The selected contractor should provide a description of their proposed delineation of work.

Construction Section 4: Building renovations & Splash Pad

The contractor will be responsible for renovation and construction of the existing building and installation of the splash pad per the design drawings. This includes the protection and demolition of existing utilities as required and construction of new utilities or tie-in to existing utilities from previous sections.. The contractor will be responsible for material selection confirmation, licensing, managing of sub contractors, material testing required for construction, scheduling of building

inspections as required, site safety, demolition, removal and disposal and constructability coordination with the architect and the committee. The contractor shall consider anything with the foot print of the building(s) + 5' (five feet) as being a part of this section.

Construction Section 5: Parking Lot & Project Closeout

The contractor will be responsible for installation of the parking lot and any final hardscape installation required to complete the design drawings. The work should include all asphalt preparation, sub base preparation, markings along with any items not completed in previous sections to complete the final scope of work of the design drawings. The contractor is also responsible for final as-built drawings of the utility and hardscape installation along with an ADA review by the committee before final acceptance of the park. The contractor should warranty all work for a minimum of 1 year after final acceptance.

Eligibility

Contractors responding to this request must be properly registered and in good standing with the South Carolina contractor's licensing board (SC LLR) as applicable. It is the responsibility of the responding consultant to ensure that all sub-consultants, subcontractors are in good standing in regards to licensing and registrations.

The responding firm shall be able to provide proof of professional and general liability insurance coverage in the amount of \$1,000,000, worker's compensation and employer's liability and automobile insurance. A hold harmless agreement will be also required to be executed by the responding firm along with any sub-contractors and sub-consultants. It is also the responding consultant's responsibility to provide proof of the same requirements of any sub-consultants or sub-contractors.

Selection Criteria

A firm's proposal will be selected by the SRT. The committee shall select a single contractor that is determined to best meet the requirements listed in the Request for price. The SRT will make a recommendation regarding the award to the City of Clemson City Council who shall have final authority to award a contract that is in the best interests of the City of Clemson.

Selection will be based on the following criteria:

- Qualifications and experience of the firm, assigned project personnel, sub-consultants and sub-contractors to perform the type of work required;
- Construction section pricing for construction services described under Services section,
- Past performance of the firm on similar or related projects;
- Contractors understanding and response to the specific requirements of the project;
- Innovative or project performance recommendations; and,

Submission

Proposal Content and Format:

- *Cover Letter/ Letter of Interest (1 page)*
The response will contain a letter of interest that declares that the Consultant is submitting the response without collusion with any other person or entity submitting a response pursuant of this solicitation. Letters should not contain links to other websites, are not to exceed one (1) page in length, and will include at a minimum the following: Name, Address and contact information for the responsible person for the submission.
- *Table of Contents (1 page)*
The Table of contents should include an outline of the proposal, major areas in the response package, all pages in the response package, excluding attachments must be clearly and consecutively numbered and correspond to the table of contents.
- *Organization chart (1 page)*
Organization profile and qualifications: This section of the letter must describe the proposing firm and must also identify the primary individuals responsible for supervising the work, including their titles and/or their classifications.
 - Particular consideration will be given to proposal(s) which promote the City's minority and women in business goals. The proposal(s) which show this in their prime consultant leadership and organizational chart may receive an additional five (5) points on each ranking.
- *Executive Summary (1 page)*
Provide a complete and concise summary of the Consultant team's background, types of expertise and ability to meet the requirements of this RFP. The executive summary should briefly state why the Consultant's team is the best candidate for the job.
- *Relevant Prior Project Experience (No more than 5 pages)*
Identify projects that demonstrate relevant project experience according to the project task listed in this RFP. The examples should be from relevant team members and should have been performed within the last five (5) years.
- *References (2 pages)*
Consultants shall provide names, address of a representative list of references with which similar work has been performed (minimum of 3). The reference should be from highlighted relevant prior project experience.
- *Approach and understanding (No more than 3 pages)*
Consultants shall include a description and response of the understanding of the project. Highlighting working with parks and communities of similar scale to redevelopment plans. This section should also include a proposed summary schedule to complete the project, highlighting public participation and final construction drawings/permitting/bidding documents.

- *Contract Proposal Price Estimate*
Consultants shall include an estimated price to complete the construction as outlined in the RFP. A pricing form has been provided in the required forms section.
- *Statement of Financial Stability and Litigation History*
Consultant shall include a statement in writing, signed by a duly authorized representative, stating present financial condition, any current bankruptcy proceedings, prior or pending litigation or investigation.
- *Disposition of Proposals*
All proposals submitted in response to this RFP will become the property of the City and a matter of public record. Consultant must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act of the State of South Carolina. Any Consultant claiming such an exemption must also state that it agrees to defend any action brought against the City of Clemson Team for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Consultant who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.
- *Required Forms*
Required forms as outlined in this RFP shall be included in proposal

Evaluation Criteria

Proposals will be reviewed by a SRT. Each member of the SRT will evaluate each Proposal Package against the RFP selection criteria, as listed below. For each proposal package, the individual criterion will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Criteria scores will be added together from each member of the committee, with a maximum score being 100 multiplied by the number of committee members.

The scores from the written Proposal Packages will then be used to determine the highest-ranking response who may be selected to conduct the work or Clemson Area Staff may initiate a short-list interview process.

Selection Criteria	Score	Weight Factor
Statement of Organization & Personnel Qualifications	1 to 10	1
Construction Section Fee	1 to 10	4
Construction Section Scheduling	1 to 10	2
Relevant Prior Project Experience	1 to 10	2
Reference Review	1 to 10	1

Interview Selected Contractors

The aggregate weighted scoring will be posted within three (3) weeks after the submission deadline onto the City's website where the RFP has been posted. Consultants will be notified individually if they have been selected for a follow up interview. An interview evaluation criteria sheet will be provided to consultants asked to interview.

Planned Schedule

Proposal Solicitation	November 22th, 2024
Pre-Submission on-site Meeting	12/11/24 2 PM or 12/16/2024 10 AM
Last Day for Questions	December 16th, 2024
Question Response and/Addendum Last Day	December 16th, 2024
Submission Deadline	December 20th, 2024. 3 PM
CRT submission review deadline	TBD
Short List Interviews	TBD

Award of the Contract

Notwithstanding any other provision of this RFP, the Clemson Area expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all Qualifications Packages, or portions thereof
- Reissue a Request for Qualifications
- Modify the number and types of tasks to be collected to meet budgetary limitations
- Cancel the Solicitation

Offer and Acceptance Period

A response to this RFP implies that there is a willingness on the part of the Consultant/Firm to contract with the City of Clemson upon the terms, conditions, tasks and specifications contained herein. Submitted Proposal Packages are deemed irrevocable for one-hundred eighty (180) days after the date and time that the proposal packages are due.

Contractor Pricing Proposal & Schedule

Company

Date

Name and Title/Position of Signatory

Signature

Construction Section (from Task)	Pricing	Proposed Start Date	Max time required
1: Mobilization & Site Safety			
2: Utility Construction and Skate Park Preparation			
3: Park Land Construction			
4: Building renovations & splash pad			
5: Parking lot & project closeout			

Example Evaluation Criteria



Project Name :: 2024 Clemson Park Construction RFP

Scoring Representative Name (Printed): _____

Date: _____

Signature: _____

Respondents	Criterion #1 Proposal Followed Format requested in RFP (x 1.0)	Criterion #2 Statement of Organization & Personnel Qualifications (x 1.0)	Criterion #3 Construction Section Fee (x 4.0)	Criterion #4 Construction Section Scheduling (x 2.0)	Criterion #5 Relevante Prior Project Experience (x 2.0)	Criterion #5 Reference Review (x 1.0)
Consultant 1						
Consultant 2						
Consultant 3						
Consultant 4						
Consultant 5						
Consultant 6						

Write your score between 1-10 for each consultant and each criterion. The total weighted scores will be calculated during the discussion. The weighted portion of each criteria is for reference only.

Notes

Evaluation Criteria Explainer

Score	Rating Name	Description
1	Poor	The portion proposal does not meet the requirements of the RFP at all, or response is missing large portions of information and hard to follow
2	Fair	The portion of the proposal addressed some aspects of the component. Serious considerations may not be addressed, and some items can't interpreted
3	Good	The portion of the proposal largely meets the requirements. Deficiencies can be worked around with minimal effort and can be interpreted easily
4	Acceptable	The portion of the proposal presents a high degree of confidence in the proponent's response. No Deficiencies are present in the presentation, any interpretations are easy to follow and/or explained
5	Exceptional	The portion of the proposal goes above and beyond the requirements as well as provides a high degree of confidence in the consultants ability

Proposal followed format requested in RFP

This portion will be filled out and is following the content for proposals section of the RFP. Page counts should be followed and table of contents should not only list page number but number of pages in each section. This is a **1 or 10**. One (**1**) for does not follow proposal requests, and ten (**10**) for follows content proposals.

Contract Proposal Price Estimate

This portion will be pre-filled out for each respondent and is scored 1 to 10. 10 will be the lowest technically defensible amount. Each subsequent proposal price will net a 1 (one) point difference.

i.e. the next lowest proposal price estimate would receive a 9

References

This portion will be determined by references and added to the total score cumulative score of each SRT member. The score will be based on the ranking that the first three references that are provided in the proposal give the consultant and will be calculated following the equation below:

$$\text{Total Reference Ranking Score} = \left(\frac{\text{Reference Ranking \#1 (1-10)}}{10} + \frac{\text{Reference Ranking \#2 (1-10)}}{10} + \frac{\text{Reference Ranking \#3 (1-10)}}{10} \right) \times \frac{100}{3}$$

Attachment A:

100% Construction Plans