

**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSALS**

**RFP NO. 13-3390**



**WEST SIDE COMPREHENSIVE PLAN**

**DUE: MARCH 29, 2013**

**2:00 PM**



# CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 13-3390

**SEALED PROPOSALS** will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, March 29, 2013. All qualified vendors are invited to submit proposals to the City of Greenville for the following:

## **West Side Comprehensive Plan**

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

- SUBMIT:** One (1) unbound original, five (5) bound copies and one (1) electronic PDF copy on Compact Disc or Jump Drive of all requested documentation must be received on or before 2:00 P.M. ET, March 29, 2013.
- ADDRESS TO:** City of Greenville  
City Hall, 7<sup>th</sup> Floor  
Purchasing Division  
Attention: Maribel Diaz
- MAILING ADDRESS:** P. O. Box 2207, Greenville, South Carolina 29602
- OFFICE ADDRESS:** 206 South Main Street, Greenville, South Carolina 29601
- E-MAIL:** [mdiaz@greenvillesc.gov](mailto:mdiaz@greenvillesc.gov)
- MARK OUTSIDE:** “RFP NO. 13-3390 – West Side Comprehensive Plan”

### **DEADLINE ENFORCED**

**PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR’S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

**Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail [mdiaz@greenvillesc.gov](mailto:mdiaz@greenvillesc.gov).

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

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at: <http://www.greenvillesc.gov/omb/BidsRFPs.aspx>

**All Offerors should consult this website for updates before submitting bids.**

**THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., MARCH 15, 2013**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 RFP or it shall be deemed waived.

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

### **Current E-Mail Address Required**

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City's website. Notice of Award and notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail.

### **Protest of Solicitation or Award**

Solicitation - Section IV. A. (1-3) of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award - Section IV. A. (4-6) of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The City of Greenville, to further recycling efforts, requests that submissions be submitted on recycled paper.

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

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

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

### **Intent**

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

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

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

### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

### **Preference in Scoring Proposals**

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

### **Required Forms**

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

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

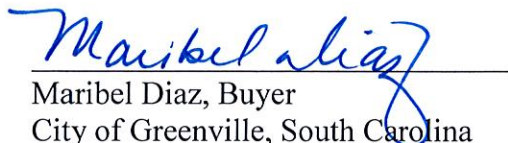
The City of Greenville reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

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

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

Dated at Greenville, South Carolina, this 21 day of February, 2013.

By:

  
Maribel Diaz, Buyer  
City of Greenville, South Carolina

Reviewed By:

  
Purchasing Administrator


2-25-13  
Date

  
Community Development Administrator

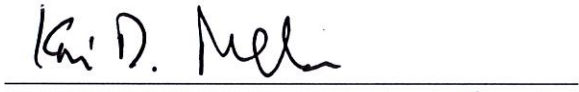
2/21/13  
Date

  
Director of Economic Development

2/22/13  
Date

  
Risk Manager

2/25/13  
Date

  
OMB Director

2.25.13  
Date

  
Legal Department

2-22-13  
Date

# Request for Proposal (RFP)

## For a West Side Comprehensive Plan

RFP No. 13-3390

### **1.0 INTRODUCTION**

#### **1.1 Purpose**

The City of Greenville proposes to engage the services of a qualified urban planning professional firm, or team to prepare a comprehensive plan for the west side of the City.

#### **1.2 Objective**

The objective of this RFP is to provide the City with qualified proposers capable of carrying out the work herein defined. The subsequent proposer submissions will form the basis for evaluation, interview, and selection.

#### **1.3 Our Community**

The City of Greenville is located in the Upstate region of South Carolina, along the I-85 corridor between Charlotte, NC and Atlanta, GA. The City of Greenville's metro area is consistently cited as one of the most rapidly growing areas of the country, and the fastest in the state. Widely renowned for transforming its once deteriorating downtown into a flourishing central business district (CBD), Greenville is a premier example of how determined community leaders and strategic public-private partnerships can drastically reverse a downtown's downward spiral.

Just across the Reedy River and less than two miles, in some instances less than one block, from Greenville's thriving business district is the west side. Unlike the City's CBD, this quadrant of the City is still waiting for its complete transformation. Marked by areas of blight including vacant homes and brownfield properties, the west side area faces a steep uphill challenge to achieving its own resurgence. Yet the area is strengthened by leadership from the neighborhood associations, proximity to several commercial corridors ripe for revitalization, and adjacency to a growing downtown.

#### **1.4 Background**

The City of Greenville is leading a comprehensive planning effort focused on establishing connections between affordable housing, transportation options, economic development opportunities, and open space throughout the City, with a focus on the west side. The project, entitled *Connections for Sustainability: Linking Greenville's Neighborhoods to Jobs and Open Space*, is made possible by community planning grants awarded by the U.S. Department of Housing and Urban Development

(HUD) and the U.S. Department of Transportation (DOT), along with other significant local and federal contributions.

The project is incorporating various opportunities for outreach and education to inform residents about the planning process and to inform the community about issues relevant to creating a more sustainable neighborhood.

The planning effort has been divided into two phases and seeks to engage the public for their input throughout the process. The first phase of the Connections for Sustainability project is largely complete. It concentrated on citywide planning efforts. In doing so, two distinct reports emerged, a Citywide Housing Strategy and a Bus Rapid Transit (BRT) and Transit Oriented-Economic Development (TOeD) Feasibility Study. The Citywide Housing Strategy provides a roadmap for increasing housing options for all income levels, while the BRT and TOeD Feasibility Study addresses the issue of creating a more equitable, integrated transportation system. Together, these reports will inform the second phase of the project as the City begins to develop a comprehensive plan for the west side area.

## **1.5 West Side Greenville**

The City of Greenville's west side is located adjacent to downtown and contains three neighborhoods and several commercial corridors. The Southernside, West Greenville, and West End neighborhoods are all located within the west side area. The three neighborhoods have strong leadership and participation within their neighborhood associations, as well as a connection to their community history. Unfortunately, the neighborhoods struggle with a high number of vacancies and a declining population. The west side has many opportunities for growth along its commercial corridors; the area is bounded by the Pete Hollis Corridor to the north, W. Pendleton Street to the south, and is bisected by W. Washington Street. These commercial corridors have been underutilized and contain many vacant properties but the proximity to downtown offers hope that these areas can be revitalized to create employment opportunities in the area.

The west side community is currently faced with many economic hardships, as illustrated by the table below. As of the 2010 Census, this area accounts for approximately 7.6 percent of the total City population, or 4,455 people, and just over 81 percent of residents are considered a minority (predominantly African American). The difference in economic prosperity between the west side and the remainder of Greenville is most starkly contrasted in household income; whereas west side residents earn a median household income just less than \$19,000, the median City household income is just over \$40,000. In addition, the unemployment rate in 2012 among west side residents was 21.8 percent compared to 8.4 percent for the rest of the City.



Demographic	West Side Greenville			City of Greenville	South Carolina
	Census Tract 7	Census Tract 8	Census Tract 9		
Population:	1,974	1,346	1,135	58,409	4,625,364
Unemployment:	22.1%	25.5%	16.8%	8.4%	9.3%
Poverty Rate:	50.5%	55.4%	39.3%	17.2%	16.4%
Percent: Minority:	84.0%	79.0%	72.5%	36%	33.8%
Median Household Income	\$18,375	\$8,828	\$14,178	\$40,291	\$43,939

Data is from the 2010 U.S. Census, accessed October 2012

Housing data sheds additional light on the west side’s financial struggles. According to the 2010 Census, there are 2,075 housing units in the west side. Approximately, 23 percent of the units are vacant and over 73 percent are rental units. Stabilizing a neighborhood with so many vacant and rental units is particularly challenging, since transiency contributes to the wear and tear of a unit and property owners are often less responsive to or slow to make repairs, thus adding to the area’s overall deteriorating conditions.

Today, due to the combined efforts and investments of local, state, and federal resources, the collaboration of residents, and the expansion of interest in areas near Greenville’s downtown, the west side is on the verge of a renaissance. Some recent and very significant victories have occurred, as both the A.J. Whittenberg Elementary School, which features an engineering-based curriculum, and the Ray and Joan Kroc Community Center, a 72,000 square foot family support, education, recreation, and cultural arts facility, have been established in the west side. The Swamp Rabbit Trail, a 17.5 mile greenway, follows the Reedy River and brings hundreds of trail users through the west side every day.

## **2.0 PROJECT SCOPE**

### **2.1 Study Focus**

Over the years, many different community plans for the city’s west side have been developed. Though varied in size and scope, all the various plans unite around the common themes of repurposing the community’s blighted and vacant parcels to promote affordable housing, transportation options, economic development opportunities, and open space in the area. As part of the Connections grant, the City seeks to unify the components of these previous studies to form a comprehensive plan that will serve as the foundation for future redevelopment efforts. In order to create a plan that is supported by the community, the planning effort will require a robust public engagement process that will provide insight into the challenges facing the community and help build consensus around an achievable vision for the future of the west side.

## 2.2 Roles

### (i) **Consultant**

The Consultant will:

- a. Perform services necessary to achieve the work set out in the Scope of Services.
- b. Perform the work within the budget and work program timeframe.
- c. Coordinate with Alignment Consultant and City Staff to develop and implement an appropriate outreach plan to encourage public participation.
- d. Coordinate with Alignment Consultant and City Staff to develop the programming for steering committee and community meetings.
- e. Coordinate with Alignment Consultant to ensure deliverables are created using a common template throughout the project.

### (ii) **City Staff**

The project will be led by Community Development, with input from the project's City Staff team, including staff from:

- a. Planning and Zoning
- b. Parks and Recreation Department
- c. Economic Development
- d. Greenlink (Transit)

### (iii) **Alignment Consultant**

An alignment consultant has been hired to work in partnership with the City, the west side stakeholders, and all consulting teams to connect the various phases of the project together. The Alignment Consultant will help the City guide the projects associated with the Connections for Sustainability grant.

- a. The Alignment Consultant will provide assistance to the City staff team and consultant to develop a thorough community meeting/public participation process and conduct public outreach to drive participation in the process.
- b. The Alignment Consultant will meet with the Consultant and City staff regularly throughout the development of the West Side Plan and receive written comments on the draft strategy and implementation plan.
- c. The Alignment Consultant will serve as an advisor to and resource for the consultant team as needed throughout the process.
- d. The Alignment Consultant will coordinate with all relevant consulting teams to ensure all project plans fit similar formats.

### (iv) **Focus Teams**

The Focus Teams were developed as a first phase in the west side planning process. Consisting of residents and stakeholders the four focus group teams have focused on key issues, with a team looking at Housing, Transportation, Economic Development, and Parks, Trails, & Open Space.

- a. The Focus Teams have concentrated on their topic area to develop:
  - i. A list of key issues for the west side regarding their topic;
  - ii. Some of the relevant best practices and case studies; and

- iii. Guiding principles to help steer the planning process.
- b. The Focus Teams will report their findings in a presentation to the Consultant at the beginning of the planning process (anticipated in April).

## **2.3 Inventory and Area Review**

- (i) **Collect existing information and data related to the west side**
  - a. Meet with City staff to identify available information.
  - b. Meet with Community Development (CD) staff and the Alignment Consultant to take tour of the project area.
  - c. Review existing plans:
    - i. Neighborhood Plans
    - ii. Corridor Plans
    - iii. Downtown and Streetscape Plans
    - iv. Bike and Greenway Plans
    - v. New plans related to the Connection for Sustainability project
- (ii) **Develop baseline of information related to the west side**
  - a. Utilize existing data reports created by CD.
  - b. Utilize initial analysis of HUD's Flagship Sustainability Indicators.
  - c. Utilize the Housing Market report from the Citywide Housing Strategy.
  - d. Utilize the Transit Oriented Economic Development Analysis from the BRT/TOeD Feasibility Analysis.
  - e. Investigate other data sources to create baseline of data for the west side.
- (iii) **Create a demographic report for the west side area**
  - a. Define the existing demographics (social, housing, and economic).
  - b. Create baseline for future comparisons.
  - c. Utilize report to identify indicators or performance measures that can be integrated into the implementation of the West Side Plan.

## **2.4 Community Consultation**

- (i) **Public Outreach**
  - a. Discuss previous public outreach efforts with CD and the Alignment Consultant team.
  - b. Work with Alignment Consultant to develop an Outreach Plan that will help to notify and motivate the west side community to participate in the public engagement process.
  - c. Utilize creative approaches to reach and work with residents including those in typically hard to reach populations.
- (ii) **Define Key Issues and Guiding Principles**
  - a. Meet with the Focus Teams as they present their initial investigation and discovery of their topics.
  - b. Utilize results of Focus Team interviews, including Value-Laddering results.

- c. Consider holding individual interviews or small group meetings with key stakeholders and residents.
- d. Consider various survey methods that could be used to gather input from the community.
- e. Utilize the City's Connections for Sustainability webpage ([connections.greenvillesc.gov](http://connections.greenvillesc.gov)) to collect ideas and input related to the west side and to provide feedback and benchmarks to residents and stakeholders.

(iii) **Steering Committee**

- a. The steering committee will be established to:
  - i. Provide community input to the consultants.
  - ii. Assist the consultants in solving some of the more detailed planning issues.
  - iii. Review and give feedback to consultant presentations in advance of advance of public meetings.
- b. Members of the Focus Teams may be utilized to form the Steering Committee, and at a minimum, the steering committee would include representatives from:
  - i. Community organizations (neighborhood associations, environmental protection groups, etc.)
  - ii. Residents from the west side area
  - iii. Elected officials
  - iv. City Council
  - v. Economic and business development organizations (Chamber of Commerce, development firms, etc.)
  - vi. City's Youth Commission
- c. It is anticipated that the Steering Committee would meet 3-4 times during the planning process.

(iv) **Public Meetings and Charrette**

- a. It is anticipated that the Consultants will work with the Alignment Consultant team and the Project Staff to hold 3-4 public meetings over the duration of the project.
- b. The meetings will serve to both:
  - i. Inform the public on the planning process and the findings from the project; and,
  - ii. Collect information from the public to be used in creation of the West Side Plan.
- c. It is expected that there will be an opportunity for input at all of the meetings.
- d. One of the consultant visits should incorporate a charrette or similar process that elicit a significant amount of input and information from the residents and stakeholders in a variety of ways, synthesize input, and

provide a presentation back to the community at the conclusion of the visit.

(v) **City Council Workshops**

It is anticipated that the Consultants will meet approximately two times with the City Council in a work session to inform them of the process and its progress.

## **2.5 Elements for West Side Plan**

(i) **Housing**

- a. Incorporate goals established in the Citywide Housing Strategy and define how the housing toolkit may be implemented in the west side area.
- b. Evaluate the existing infrastructure and services in place to serve the homeless population.
- c. Evaluate demographic trends in the neighborhoods and highlight ways the neighborhood can do a better job of generational retention.
- d. Retain existing character of neighborhood.
- e. With a focus on sustainability, evaluate efforts that may help the area become a leader in energy efficiency.
- f. Identify best practices to reduce displacement from gentrification.
- g. Identify key areas where housing redevelopment, development, and rehabilitation make sense.
- h. Provide conceptual plans for key sites that would infill concepts, and possible new development.
- i. Provide guidance for existing and new housing design that is compatible with the existing neighborhood.

(ii) **Transportation**

- a. Anticipate potential benefits to the community for a Bus Rapid Transit (BRT) and corresponding Transit Oriented Economic Development (TOeD) that could be located through the west side.
- b. Evaluate the existing transit system (routes and stops) and determine gaps in service and provide ideas on how to connect residents with employment opportunities.
- c. Evaluate pedestrian and bicycle infrastructure as well as street connectivity in order to suggest improvements that will better link residents with nearby community facilities, public services, and employment centers.

- (iii) **Parks, Trails, and Open Space**
  - a. Evaluate and propose solutions for barriers that currently separate the neighborhoods from accessing amenities located along the Reedy River, including the Swamp Rabbit Trail, Salvation Army Kroc Center, AJ Whittenberg Elementary School, and potential park.
  - b. Identify locations in the community that may be appropriate for pocket parks.
  - c. Identify potential infrastructure improvements that may help improve pedestrian and bicycle safety.
  - d. Provide conceptual framework design for parks and open spaces throughout the neighborhood that relates the above objectives to the investment opportunities in housing and corridor redevelopment.
  
- (iv) **Economic Development**
  - a. Develop land use plan to help guide future redevelopment opportunities.
  - b. Evaluate the opportunities for revitalization along the west side corridors and in areas near the mills.
  - c. Provide conceptual design plans (or revisit existing design plans) for sensitive infill development along commercial corridors adjacent to the neighborhoods.
  - d. Evaluate Food Systems and local food sources for the neighborhoods, including an evaluation of food stores and farmer markets servicing the area.
  - e. Identify best practices for increasing investment along the corridor.
  - f. Identify workforce development needs to bridge skills gap between residents and new jobs coming to the area.
  - g. Recommend creative economic development opportunities that will engage neighborhood residents and the overall community in the west side.
  
- (v) **Community**
  - a. Define community events that would engage the surrounding population including activities that would be appropriate for teens and seniors.
  - b. Work with residents and the alignment consultant (possibly other groups) to help document the history of the community.
  - c. Encourage investment and social cohesion in the area by developing a community image or brand, in conjunction with the Alignment Consultant.
  - d. Evaluate the opportunities for community gardens to build a greater sense of community and provide the neighborhoods with a healthy and local food source.

- e. Identify locations that would be acceptable for public art and work with the neighborhood to help envision ideas for what type of public art would be appropriate for the area.

(vi) **Synthesis**

- a. Concepts and recommendations above should be presented in a format that allows stakeholders to easily interpret the recommendations.
- b. Alternative scenarios exploring options and impacts should be considered as part of the planning process.
- c. Tools that should be considered would be:
  - i. Three dimensional modeling of the neighborhood showing recommendations
  - ii. Before and after renderings of key buildings and sites illustrating recommendations
  - iii. Overall illustrative master plan drawing identifying recommendations that impact the way the area will look.
  - iv. Detailed illustrations, plans, and or models of key sites that warrant additional explanation.

(vii) **Implementation**

- a. A thorough and practical implementation plan will be a critical component of the plan. The implementation plan shall:
  - i. Identify policies and support functions that can be directly implemented by the City of Greenville.
  - ii. Create avenues for support from outside agencies, including state and federal governments, non-profit organizations, and private partners and foundations.
  - iii. Empower citizen participants to mobilize to support the plan.
- b. The implementation plan should include approximate time horizons, conceptual budgets, potential funding sources for recommendations, and a designation of responsible parties to implement each recommendation.
- c. The implementation plan should help to frame options for prioritization of action items.

## 2.6 City Provided Items

The City will provide to the consultant the following information:

- a. Plan-it Greenville: The City of Greenville's 2009 Comprehensive Plan
- b. 2010-2015 Consolidated Plan
- c. 2003 Housing Strategy
- d. 2012 BRT Feasibility Study
- e. 2012 Housing Strategy
- f. Relevant Neighborhood Area Plans
- g. City Maps/GIS data

- h. Other information and data as requested by the Consultant and deemed pertinent by City staff.

## **2.7 Project Schedule Timeline**

The project is expected to last approximately 240 days from the notice to proceed date, with a completion date no later than December 20, 2013. If the proposer feels this is not an adequate time line for projection completion, requests for extension must be given in writing with explanation in the project proposal.

## **3.0 CONSULTANT PROJECT SUBMISSIONS**

### **3.1 Submission Details**

**RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:**

Those firms interested in providing professional services for this project must submit one (1) un-bound original, five (5) bound copies and one (1) electronic PDF copy of their proposal on a Compact Disc or Jump Drive and the proposal must include the items specifically enumerated in Section 3.2.

### **3.2 Proposal Development**

(i) **Required content of proposal:**

The detailed requirements set forth in the **Proposal Format** are mandatory. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.



(ii) **Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

a. **Transmittal Letter:** A transmittal letter must be submitted with the Proposer's proposal which shall include:

1. The RFP subject and Bid number
2. Name of the firm or team responding, including mailing address, e-mail address, telephone number, and names of contact person.
3. A brief profile of the firm, outlining its history, philosophy, and target market of the firm or team.
4. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm or lead firm to a contract.

b. **References:** A minimum of three (3) separate references from past planning projects completed must be provided. The references shall:

1. Provide demonstration of success on similar projects, including a brief project description and a contact name and address for reference.
2. Preference will be given towards projects completed within the past five years.

c. **Technical Proposal:** Shall be no more than 15 double-sided pages (a total of no more than 30 pages) and include in order:

1. An overall description of the strategy and methods by which the firm intends to approach the project. This shall include detailed examples of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
2. Provide the names of project team, including lead firm and any outside consultants and/or subcontractors, and include a brief description of their role in this project.
3. A task analysis for each task indicating the personnel, assigned by name and title; amount of time to be expended; and joint

venture (including the use of subcontractors). The indicated personnel should appropriately match the scope of work proposed.

4. A proposed schedule showing the project milestones, deliverables, various tasks and total time frame proposed to complete the project that is consistent with section 2.7 requirements submitted in bar chart format.
  5. **Costs:** A Cost Proposal consisting of:
    - a) The firm's standard hourly rate fee schedule. Also, include the standard hourly rate fee schedule for each team member.
    - b) A composite schedule, by task, of direct labor hours.
    - c) An itemized schedule of all labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of all labor and expenses must be provided for each sub-consultant.
    - d) A proposed budget within the project maximum of \$250,000.
- d. **Qualifications:** Proposer is required to provide a description of the proposed project team, staff qualifications, experience and credentials. This should include:
1. A brief description of the firm, organization structure, location of principal offices, number of professional personnel
  2. A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel including all outside consultants and/or sub-contractors to be employed on this project including their longevity with their respective firms.
  3. The name and relevant experience of the principal in charge.
  4. The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the City's contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
  5. Project examples of successful plans of similar scope completed by the firm or team, to include examples from outside consultants and/or sub-contractors on the team. Preference should be given to plans completed within the last five years.

### 3.3 Proposal Evaluation Criteria

The City Staff Team will evaluate proposals based on the factors outlined within section 3.3, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. The City Team reserves the right to disqualify any proposal for, but not limited to, the following reasons; person or persons it deems as non-responsive and/or non-responsible; a failure to respond to each section; or experience that does not match the competencies required. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any bid may be made without discussion with proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the Proposer cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

- (i) **Quality of Proposal** (*Maximum 25 points*)
  - a. This criterion will evaluate the Proposer's understanding of the overall project and their proposed approach to the project within each major element defined in the Scope of Services.
  - b. Proposer's responsiveness to the proposal requirements and guidelines.
  - c. Cost-effectiveness of the proposal will be considered as part of the overall quality of the proposal.
  
- (ii) **Technical Capabilities and Specialized Knowledge** (*Maximum 25 points*)
  - a. This criterion involves an evaluation of the technical capabilities and specialized knowledge needed to successfully perform the specified Scope of Services, and a review of the proposing firm's demonstrated previous ability to deliver the work required in a timely and proficient manner. Specifically, the City team will evaluate each firm's capabilities of providing the following in a professional, successful, and timely manner:
    - 1. Creation of a comprehensive plan of comparable scope and complexity;
    - 2. Knowledge of planning principals, policies, funding mechanisms, and tools that will aid in the implementation of the plan (federal, regional, municipal, and other);
    - 3. Expertise in performing outreach in coordination with many stakeholder groups including skills in multi-stakeholder group facilitations;
    - 4. Project strategies and methodologies proposed to be used;
    - 5. Creative, innovative, and cost effective concepts and/or solutions to challenging design issues.
  - b. The consultant's past plan descriptions and references submitted in the proposal.
  
- (iii) **Professional Qualifications, Knowledge, and Experience** (*Maximum 25 points*)
  - a. This criterion involves an evaluation of the qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project. It will involve a review of the background, experience, performance records, competence, and integrity of the firm, as well as an assessment of the qualifications of the project team who will be responsible for the performance of the Scope of Services. The overall team capacity, balance, and organization will also be evaluated. This factor will also include an assessment of the availability and ability of the firm

(including the Project Manager and key personnel) to perform the Scope of Services in a timely manner. The Proposer's stated ability to become familiar with codes, regulations, and protocol of the City will also be considered.

- b. Particular considerations will be given to the proposal that best exemplifies sustainable connections between housing and transportation as described in the Livability Principles established by the EPA, HUD, and DOT.

(iv) **Public Outreach** (*Maximum 25 points*)

- a. Public involvement is an integral part of this process and proposals should appropriately reflect this aspect.
- b. Particular consideration will be given to the proposal that best exemplifies an appropriate and creative public participation element.

(v) **Compliance with City's Minority and Woman Owned Business Goal** (*5 points*)

#### **4.0 SELECTION PROCESS**

##### **4.1 Contract Negotiation**

The selected Consultant will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Greenville.

## GENERAL TERMS AND CONDITIONS

### PUBLIC RECORD

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

### PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

### BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### RECORDS

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

### REQUIREMENTS

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

### INDEPENDENT CONSULTANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

### JURISDICTION

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

### ASSIGNMENT

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

### ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent 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 offer 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 consultant for additional compensation.

### COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. 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 firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

### FORCE MAJEURE

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

### FAILURE TO ENFORCE

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

### FAILURE TO DELIVER

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

### EMPLOYMENT DISCRIMINATION

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

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

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

INSURANCE

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

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

Certificates of insurance must be included in the proposal.

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

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

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

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile

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

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

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

- (d) Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:

.....\$1,000,000 per occurrence.

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

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

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

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

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach



of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant 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.

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

#### PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or 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.

#### CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal 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 Greenville City Business License Division at (864) 467-4550.

#### TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

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

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice;

place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

#### COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

#### RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; 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.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer 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 proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer 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.

#### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

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

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

### EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder 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.

### NON-APPROPRIATION

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

### ADDITIONAL DOCUMENTS

The following documents must be included with this Request for Proposal:

1. Certificate of Insurance showing present coverage
2. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
3. Ethics in Public Contracting Certification
4. Non-Collusion Affidavit
5. Small / Woman-Owned / Minority Business Enterprise Form
6. OMB Form 5A
7. OMB Form 5B
8. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
9. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
10. RFP Signature page (must be signed in ink)

**CITY OF GREENVILLE  
SOUTH CAROLINA  
RFP NO. 13-3390**

**OFFEROR'S NAME:** \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

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

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: Post Office Box \_\_\_\_\_ Zip \_\_\_\_\_  
Street \_\_\_\_\_ Zip \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

\*Signature \_\_\_\_\_ Title \_\_\_\_\_

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

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_ (state)

My commission expires \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

(signed) \_\_\_\_\_

\_\_\_\_\_  
(title)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signature)

My commission expires \_\_\_\_\_



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

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

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

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

3. Mailing Address: \_\_\_\_\_

4. Federal Employer Identification Number (FEIN): \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_

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

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

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

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_

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

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

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

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

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

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

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

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

If Corporate officer, state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**INFORMATION**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

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

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

**PURPOSE OF AFFIDAVIT**

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

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

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

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

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

Our Internet address is: **[www.sctax.org](http://www.sctax.org)**





**City of Greenville M/WBE Program  
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of \_\_\_\_\_  
(Name of Bidder/Proposer)

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

- Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- Attended prebid meetings scheduled by the City.
- Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

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

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

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM**

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

\* Submit copy of certification certificate, as applicable

CERTIFICATION OF COMPLIANCE WITH THE  
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

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

\_\_\_\_\_ of \_\_\_\_\_, and  
(title) (name of entity)

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

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

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

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

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

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

\_\_\_\_\_  
(name of official)

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