

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

RFP NO. 12-3333



ALIGNMENT CONSULTANT

DUE: AUGUST 31, 2011

2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 12-3333

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, August 31, 2011. All qualified firms are invited to submit proposals to the City of Greenville for the following:

Alignment Consultant

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, August 31, 2011.

ADDRESS TO: City of Greenville
City Hall, 7th 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

MARK OUTSIDE: “RFP NO. 12-3333 – Alignment Consultant”

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.

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.

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.

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

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document. Any revisions to this bid 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., AUGUST 24, 2011

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.

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.

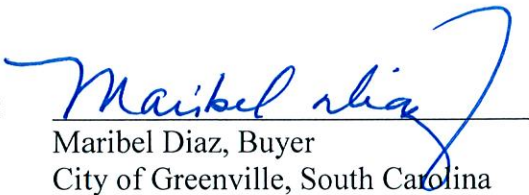
The City of Greenville reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract 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 5 day of August, 2011.

By:


Maribel Diaz, Buyer
City of Greenville, South Carolina

Reviewed By:


Purchasing Administrator

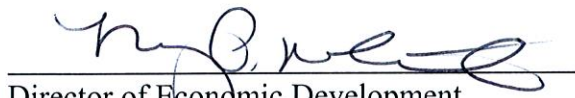
8-10-11
Date


Community Development Administrator

8/5/11
Date


Planning & Zoning Department Manager

8/12/11
Date


Director of Economic Development

8/8/11
Date


Risk Manager

8/15/11
Date


OMB Director

8/12/11
Date


Legal Department

8-12-11
Date

City of Greenville, South Carolina
Request for Proposals
Alignment Consultant

1.0 INTRODUCTION

1.1 Purpose

The City of Greenville invites Consultants to submit a proposal to provide professional services for the purpose of filling the Alignment Consultant position.

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's submission will form the basis for evaluation, interview, and selection.

1.3 Project Background

(i) 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. According to projections, this corridor will continue to be a magnet for growth over the next few decades. As the county seat for Greenville County, the City of Greenville is positioned within the Carolina Piedmont megapolitan area which extends throughout the Carolinas along I-85 and around the growth of Raleigh and Charlotte. Further down I-85, the Georgia Piedmont megapolitan area emanates out from the Atlanta metro area.

The two megapolitan areas surrounding the City of Greenville, the Carolina Piedmont and the Georgia Piedmont, are slated for a population growth rate of 44.6% and 54.9% respectfully, from 2000 to 2030. As of the 2000 Census, Greenville's total population was 56,002. Due to increased growth rates within the region, the City of Greenville and nearby cities were expected to show an increase in population by the 2010 Census. This data is slated to be analyzed beginning in Spring 2011.

Overall, new development patterns have brought growth back into the urban core of the City, with several infill and mixed development projects successfully implemented in the downtown area. The redevelopment of many of the older neighborhoods within the City also contributed to the urban core revitalization. Based on an inventory of building permits and review of annexed residential properties for the years 2000 through 2006, Greenville's population was estimated at approximately 62,440. Despite

potential declines due to the economic downturn, Greenville is poised to have continued steady growth, so long as the City can provide ample housing opportunities, maintain a healthy economic climate, and a good overall quality of life.

(ii) Background

In the fall of 2010, the City received a Sustainable Communities Challenge Planning Grant, providing a unique opportunity to invest in the future, and advance Greenville as a livable community. This funding will support a broad, three-year project examining how best to plan for increased connectivity to housing and jobs. The grant, entitled, Connections for Sustainability: Linking Greenville's Neighborhoods to Jobs and Open Space, highlights the need to examine and evaluate current housing conditions, current transportation options, and the development review process in order to increase opportunities for connectivity and encourage sustainable growth and development within the City of Greenville. In order to maximize the effectiveness of public participation in each study and promote communication among the various projects, the position of Alignment Consultant will coordinate the community involvement activities for the various planning components of the grant and serve as a consistent contact for all project participants. The Alignment Consultant will specifically be tasked with organizing and overseeing the community involvement activities for both the City-wide Housing Strategy and the Bus Rapid Transit and Transit Oriented Development Feasibility Analysis, and will be involved with the public outreach, and the formation and operation of community task force groups associated with the west side comprehensive planning component of the grant. More information can be found at <http://www.greenvillesc.gov/CommDev/>.

2.0 SCOPE OF SERVICES

2.1 Position Focus

The focus is to establish and maintain an effective and inclusive community involvement program, to maximize the productivity of various grant-related projects and studies, and to ensure that decision makers, stakeholders, and the public have a seamless experience with the process.

2.2 Position Capacities

Under consultation with Greenville City staff and stakeholders, the Alignment Consultant will facilitate the establishment of a community involvement program and will also oversee the coordination of planning efforts while providing a consistent contact on all grant-related projects for all participants by serving in several capacities:

- (i) **Coordinate community involvement events and serve as the point of contact for consultants, stakeholders, and the community.**
- (ii) **Organize and lead citizen focus groups.**
- (iii) **Ensure that the various individual planning efforts are complementary to and in alignment with the other components of the grant project; and**
- (iv) **Assist City staff with developing outreach and education components of the grant.**

However, this is not meant to be all inclusive and the Proposer has the opportunity to distinguish the Alignment Consultant position by describing the process by which they will develop the deliverables.

2.3 Roles

(i) City

- a. The Alignment Consultant will report primarily to the Community Development Department and the Planning and Development Department.

(ii) Alignment Consultant

The Alignment Consultant will help to establish and maintain an effective and inclusive community involvement program. The Alignment Consultant will also guide projects associated with the Connections for Sustainability grant. Specific responsibilities will vary throughout the course of the grant, but an average of 12-15 hours per week of time will be allocated for the position. Additional time may be needed to include participation in evening public meetings, briefings for City Council, or city boards and commissions. The scope of responsibilities will include, but not be limited to:

- a. The Alignment Consultant will formulate and execute a community involvement program for various grant-related projects and studies, including the City-wide Housing Strategy and the Bus Rapid Transit and Transit Oriented Development Feasibility Analysis;
- b. The Alignment Consultant will provide assistance to the City staff team and other Consultants regarding grant projects and studies;
- c. The Alignment Consultant will meet with the Consultants and City staff regularly throughout the various projects and provide technical assistance when necessary; and
- d. The Alignment Consultant will coordinate with all consulting teams to ensure all project plans fit similar formats.

2.4 Timeline

The project is expected to last throughout the remainder of the grant agreement period or until the Alignment Consultant's role is completed.

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) unbound 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 recommended. 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 a Proposer's proposal which shall include:

- 1) The RFP subject and Bid number
- 2) Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person.
- 3) A statement of the firm's interest in the procurement and why it feels the company is best qualified to be selected, including: a brief profile of the firm, outlining its history, philosophy, and target market.
- 4) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.

b. **References:**

A minimum of three (3) separate references from similar past completed projects must be provided:

- 1) Provide the names of any outside consultants and/or subcontractors, and/or project owners/managers including location of offices, and the specific individuals to be utilized on this project team. Include a brief description of their role on the project, and organizational chart, and the resume of project team members.
- 2) Provide demonstration of success on similar projects, including a brief project description and a contact name and address, phone number and email address for reference.

c. **Technical Proposal:**

Shall be no more than (15) pages and include:

- 1) A list and description (including graphics and photos) of similar projects successfully completed by the firm within the last 5 years.
- 2) 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.
- 3) A task analysis; each task shall include the personnel, assigned by name and title; amount of time and manpower to be

expended; and if a joint venture (including the use of subcontractors) is required.

- 4) A proposed schedule showing the project milestones, various tasks and total time frame proposed to complete the project deliverables submitted in bar chart format.

(iii) **Qualifications:**

Proposer is required to provide a description of the proposed project team, staff qualifications, experience and credentials:

- a. A brief description of the firm, organization structure, location of principal offices, number of professional personnel.
- b. A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel and anticipated personnel to be employed on this project including their longevity with the firm.
- c. The name and relevant experience of the principal in charge.
- d. 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.

(iv) **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 expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of expenses must be provided for each sub-consultant.

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; person or persons it deems as non responsive and/or non responsible. 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 50 points)*
 - a. This criterion will evaluate the consultant'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 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.
 - 1. Project management of comparable scope and complexity;
 - 2. Project strategies and methodologies used and/or to be used; and
 - 3. Creative, innovative, and cost effective concepts and/or solutions to challenging design issues.

- (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 consultant's stated ability to become familiar with codes, regulations, and protocol of the City will also be considered.
 - b. The proposer's past relevant project descriptions and references submitted in the proposal will be also be evaluated.
 - c. Particular consideration will be given to the proposal that best exemplifies familiarity with sustainability concepts as described in the Livability Principles.

- (iv) Compliance with City's Minority and Woman Owned Business Goal** *(5 points)*
 - a. Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal

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 polices 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 bonafide 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 vendor 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 vendor'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 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 bidder.

- A. Commercial General Liability: The vendor shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the vendor, his agents, or employees in the operation of the work or the execution of this contract.

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

- B. Comprehensive Automobile Liability: The vendor 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. Workers' Compensation Insurance: The vendor 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.

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.

Vendor 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. Vendor 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 policies are to be endorsed to include a waiver of subrogation in favor of the City, its officers, official, employees, and agents.

The successful vendor 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 proposal.

All said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.

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

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The vendor 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, coinsurance penalty, or self-insured retention.

Subcontractor's Insurance: The vendor shall agree to cause each subcontractor employed by vendor to purchase and maintain insurance of the type specified herein, unless the vendor's insurance provides coverage on behalf of the subcontractor. When requested by the City, the

vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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 subcontractor in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The 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 Contractor hereby certifies to City that the Contractor will verify the employment status of any new employees, and require any subcontractors or sub-subcontractors 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. 12-3333**

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 _____

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



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

I-312
(Rev. 10/5/07)
3323

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

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

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEI): _____

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

I, _____
(Name of Bidder/Proposer)

[illegible]

The total value of M/WBE contracting will be (\$)

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

Affidavit of _____
(Name of Bidder/Proposer)

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

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ 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: _____

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.

Date: _____