

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

RFP NO. 12-3358



CITY PARK MASTER PLAN

DUE: JULY 11, 2012

2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 12-3358

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, July 11, 2012. All qualified vendors are invited to submit proposals to the City of Greenville for the following:

City Park Master 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 and five (5) bound copies of all requested documentation must be received on or before 2:00 P.M. ET, July 11, 2012.
- 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. 12-3358 – City Park Master 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.

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., JUNE 28, 2012

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 5 day of June, 2012.

By: 
Maribel Diaz, Buyer
City of Greenville, South Carolina

Reviewed By:



Purchasing Administrator

6-7-12

Date



Director of Parks & Recreation

6/5/12

Date



Risk Manager

6-6-12

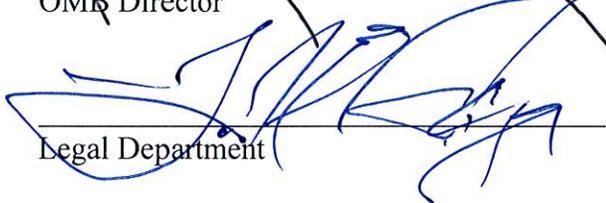
Date



OMB Director

6/7/12

Date



Legal Department

6-6-12

Date

**REQUEST FOR PROPOSALS FOR
CITY PARK MASTER PLAN
RFP NO. 12-3358**

1. CITY PARK – PRELIMINARY SCOPE OF WORK

The following preliminary scope of work is standard for Park Master Plan RFP's. Some elements identified below may be eliminated or modified for this particular project. Final elements will be determined during contract negotiations with the selected consultant.

For project location see Attachment A.

It is anticipated that the master plan process will consist of three phases as described below. Public involvement will be an important element of this project. A four to six month effort is envisioned, but the City may be interested in an accelerated schedule.

Phase 1 - Inventory and Site Analysis

Phase 2 - Park Programming

Phase 3 - Master Plan Development

1.1 Public Involvement:

This project shall include public involvement, with participation from City Council, City staff, neighborhood associations, and community stakeholders. Tasks shall include:

- Assist staff and the City's "Alignment Consultant" with carrying out a public involvement process that encourages participation.
- Attend meetings to gather input and provide project updates.
- Attend and facilitate 3 public workshops to keep community members informed and solicit input from the public during the planning processes. The City's "Alignment Consultant" will assist the design consultant at the public forums by capturing and transcribing community comments and assisting with the facilitation of break-out groups or a charrette format.
- Provide graphic and written information as required to support public outreach effort.

1.2 Anticipated City Reviews:

- Prepare written and graphic materials to assist with presenting the project at 5 formal reviews by a committee consisting of City staff members and community members.
- Present project updates at 3 City Council meetings.

1.3 Permitting and Environmental Review:

- Identify construction permitting/regulatory requirements required by Federal, State and Local agencies.
- Meet with project manager and City Environmental Engineer in advance of identifying permitting/regulatory requirements and after determining permitting/regulatory requirements.
- Develop written report on construction permitting/regulatory requirements required by Federal, State and Local agencies. Permitting time lines must be identified.

1.4 Phase 1 Tasks - Inventory and Site Analysis:

- Participate in preliminary meeting with Community Development Department and Parks and Recreation Department staff to review project parameters, gather necessary materials, identify additional information required, review community involvement strategies and establish project timetable.
- Conduct site visit with City staff.
- Conduct and prepare a base map identifying and locating natural and man-made features. Include topography, wetlands, streams, vegetation, utilities, structures, boundaries, flood zones and other features as necessary. Data shall be compiled from research of public records, including city GIS information.
- Prepare a graphic summarizing site opportunities and constraints at an appropriate scale, using both existing and prepared maps, surveys, GIS maps and other available information.
- Prepare a report that summarizes identified issues and opportunities.
- Attend meetings with City staff to discuss the results of the inventory and analysis.
- Present information to City Council based on direction from City staff. An essential component of the meeting is to understand City Council's sentiment towards the needs, desires, opportunities and constraints of park site and programming in advance of the community workshop.

1.5 Phase 2 Tasks - Park Programming:

- Facilitate and conduct a community workshop to ascertain public sentiment towards needs, desires, opportunities and constraints.
- Based upon the results of site analysis, technical input and public workshops, develop a preliminary park design program detailing proposed use, design character and design criteria.

1.6 Phase 3 Tasks - Master Plan Development:

- Assist City staff in establishing the final design program and evaluation criteria for Master Plan design alternatives.
- Prepare three Master Plan design alternatives based upon the approved design.
- Prepare a narrative which summarizes the existing conditions, design alternatives, construction cost estimates, operational/maintenance cost models (for each alternative) regulatory criteria, and identifies issues which require further study at the next stage of project development.

- Meet with the City staff to review the design alternatives.
- Conduct a community workshop to solicit input on the Master Plan design alternatives.
- Meet with appropriate City, County, State, and Federal permitting authorities to review initial Consensus design direction.
- Meet with appropriate utilities to review Consensus Plan direction and determine impacts on existing utilities and utility needs for the site.
- Provide briefing to City Council on the information received during the community workshop, permitting authorities and utilities. Solicit direction from City Council for Consensus Plan development.
- Create a Consensus Plan (draft Master Plan) based upon the preferred elements from the alternative designs that is consistent with the approved design program and direction from the community workshops and City Council.
- Update cost estimate and maintenance/operational cost model to fit Consensus Plan design.
- Create a draft implementation strategy/phasing program for development of the park that identifies priorities for improvements, responsibilities for improvements and a timeline for implementing improvements. Ensure priorities are consistent with direction received from the community workshops and City Council.
- Identify scope and schedule of permitting process.
- Attend meetings with the City staff team to review Consensus Plan and phasing program.
- Conduct a community workshop to solicit input on the Consensus Plan.
- Refine the Consensus Plan, phasing and cost estimates, incorporating gathered input from community workshop, City Council and staff meetings.
- Meet with the City staff to review refined (final) Master Plan.
- Present Final Master Plan to staff and City Council (2 separate meetings).

2. CONSULTANT PROJECT SUBMISSIONS

2.1 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 and five (5) bound copies and the proposal must include the items specifically enumerated in section 2.2. The proposal packet shall be limited to 40 pages (20 double-sided sheets of paper) including cover letter and content but excluding required City forms.

2.2 Proposal Development

a. 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.

b. 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.

1) Transmittal Letter:

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- a) The RFP subject and Bid number.
- b) Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person.
- c) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.

2) References:

Three (3) client references for similar public projects led by the proposed Project Manager completed within the past two (2) years.

3) Technical Proposal:

- a) Understanding of the project opportunities and challenges.
- b) Project approach (both your conceptual design approach as well as any suggested refinements to the deliverable and tasks).
- c) Provide a proposed Milestone Schedule that illustrates the total project time (in weeks) to complete this project beginning the day the Notice to

Proceed is issued through the end of the Final Master Plan Design/Meeting Phase.

4) **Qualifications:**

- a) Experience of the lead firm in a brief profile.
- b) Relevant experience and professional discipline of the key individuals that will work on this project.
- c) Identify Project Manager who must be a licensed Landscape Architect.

5) **Costs:**

- a) Provide hourly rates for all consultant staff members and sub-consultant staff members who may work on this project.
- b) Total cost for the firm to complete the requested services.

2.3 **Proposal Evaluation Criteria**

The City Staff Team will evaluate proposals based on the factors outlined within this RFP, 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 proposal 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:

- a. Firm's Technical Capabilities and Specialized Knowledge
(maximum 30 points)
- b. Professional Qualifications, Knowledge and Experience of Project Team
(maximum 25 points)
- c. Experience working with the general public and agencies on similar park design project
(maximum 20 points)
- d. Demonstrated ability to meet project schedules and complete the project within the design budget (based on staff reference checks)
(maximum 15 points)
- e. Other factors as determined by the Selection Panel (i.e. knowledge of local issues, quality of presentation materials, responsiveness, etc.)
(maximum 10 points)
- f. Compliance with City's Minority and Woman Owned Business Goal
(5 points)
Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. The

additional points will only be given to proposals with the prime consultant that meets the City's Minority and Woman Owned Business criteria.

3. SELECTION PROCESS

A project selection committee shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to information provided in the proposals.

PROJECT MANAGER

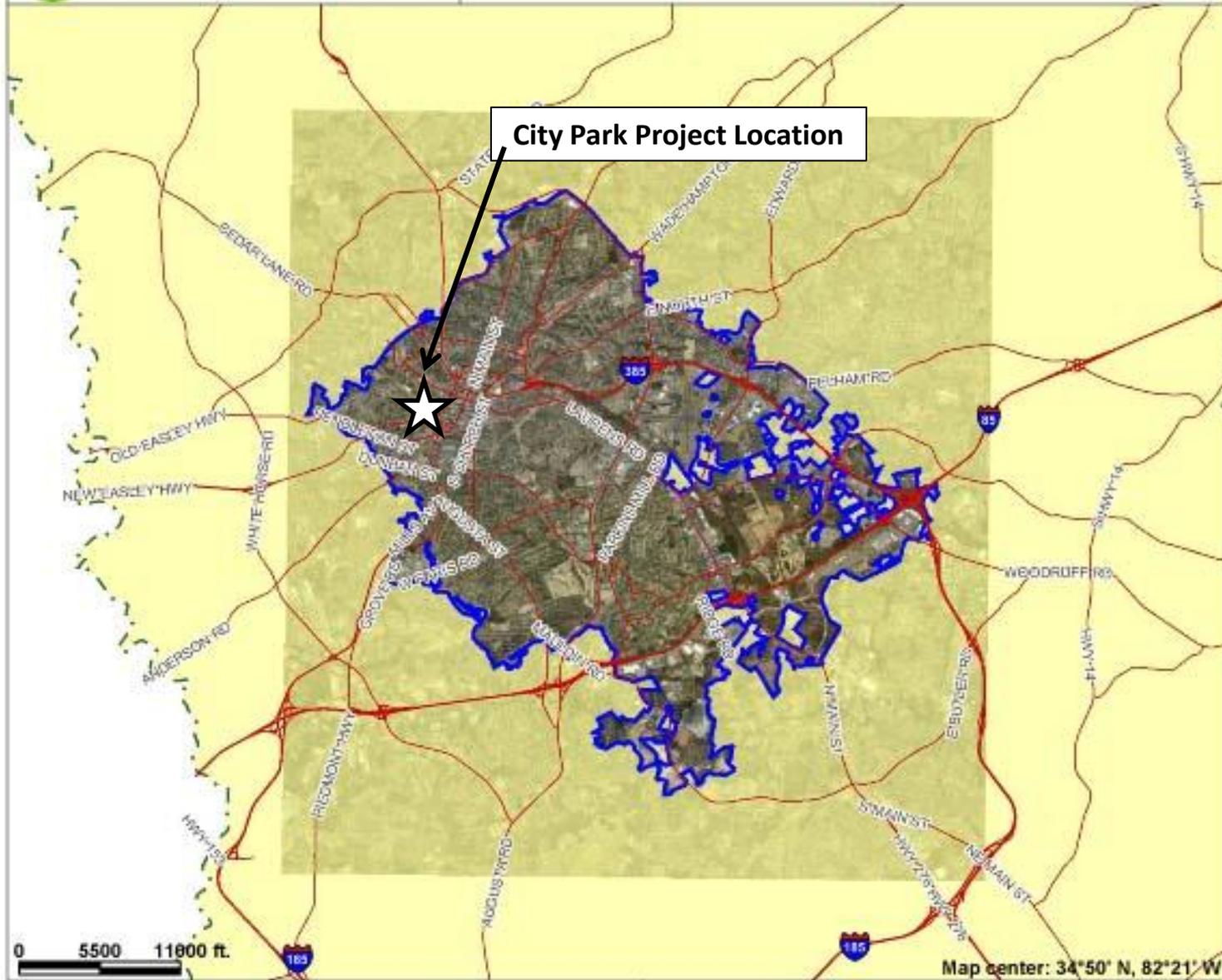
Dana Souza
Parks and Recreation Director
PO Box 2207
Greenville, SC 29602
Office: 864-467-5759



ATTACHMENT A

City Park Project Location Maps (2)

RFP No. 12-3358
City Park Master Plan



City Park Project Location

Legend

- Major Roads
- County Boundary
- City Limit Line
- County Background
- Aerial Photo (Pictometry 2011)

0 5500 11800 ft.

Map center: 34°50' N, 82°21' W



Scale: 1:127,089

This map is user generated from the City of Greenville's MapIT! intranet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable and should be appropriately used with caution. Contact the GIS Division for all questions pertaining to the MapIT! program and data.



Reedy River

Secondary Park Project Area
(Blue Line – 4.6 Acres Including Trail Head Area)

Swamp Rabbit Trail
(Green Line)

Trail Head Construction 2012
(Red Line – 50 Cars)

Primary Park Project Area
(Blue Line – 17.9 Acres)
(Current PW's Compound and Mayberry Field)

KROC Center

AJ Whittenberg Elementary School

Proposed City Park

Greenville, SC

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 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. 12-3358**

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**

**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: _____