

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

RFP NO. 22-3784



**ECONOMIC DEVELOPMENT
STRATEGIC PLAN**

DUE: NOVEMBER 2, 2021

2:00 PM



**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS
RFP NO. 22-3784**

SEALED PROPOSALS will be received until **2:00 p.m. ET, November 2, 2021**. All qualified firms are invited to submit proposals to the City of Greenville for the following:

Economic Development Strategic Plan

SUBMITTAL: Proposals for this solicitation will be accepted **NO LATER THAN 2:00 p.m. ET, November 2, 2021**

TO SUBMIT PROPOSALS: [Click here](#)

For confirmation of receipt prior to 2pm, send an inquiry to the email address below.

PROPOSAL TITLE: RFP NO. 22-3784 – *Offeror/Firm Name*

DEADLINE FOR QUESTIONS OR CLARIFICATIONS: 2:00 p.m. ET, October 26, 2021

E-MAIL: mdiaz@greenvillesc.gov

PRE-PROPOSAL MEETING: N/A

Any revisions to this Request for Proposals will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the City of Greenville website at: <http://www.greenvillesc.gov/bids.aspx>. **All offerors should consult this website for updates before submitting proposals.**

DEADLINE ENFORCED

Proposals received after the time and date set for receipt of proposals **WILL NOT** be accepted. It is the offeror's responsibility to ensure timely delivery of their proposal. Telephone or facsimile proposals will not be accepted.

From time to time, the Purchasing Division may have to release written changes to a solicitation due to an inadvertent error or omission on the part of the City or to an inquiry from an interested vendor during the question phase of the solicitation. No changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be considered unless they are submitted in compliance with the deadline for the questions or clarification phase of the solicitation. Any changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be published in a formal, written addendum. The City is not obligated to make any changes to the published solicitation based on an inquiry from a vendor. The City will not consider “red-line” amendments to any contract with the successful bidder, as all requests for changes must be posed in the question phase and accepted in a formal addendum. The City reserves the right to negotiate with the successful bidder in order to comply with budgetary allocations.

Any offer submitted as a result of this solicitation shall be binding on the 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.

During the performance of the contract, the contractor shall comply with any and all applicable federal, state or local laws, rules, and regulations relating to a drug-free workplace.

If the offeror discovers any ambiguity, conflict, discrepancy, omission or other errors 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.

Proprietary and/or Confidential Information

Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be exempt from disclosure under the FOIA in the City’s sole discretion. If you cannot agree to this standard, please do not submit your proposal.

All information that you desire to be treated as confidential and/or proprietary must be **CLEARLY AND SPECIFICALLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. **All information not so noted and identified may be disclosed by the City.** Blanket-type identification by designating whole pages or sections as containing confidential and/or proprietary information will not ensure confidentiality.

This Request for Proposals is being issued by the City of Greenville Purchasing Division. Direct all questions or requests for clarification of this RFP in writing to the e-mail address shown on page one (1) of this invitation.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Intent to Award shall be posted on the City’s website; and Notice of Intent to Award, and notices of non-award, shall be sent to all offerors via e-mail. No hard copy notices will be sent via regular mail.

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.

Required Affidavits

Firms submitting proposals are required to include all affidavits found at the end of this Request for Proposals. If any of the affidavits are not applicable, N/A is an acceptable response.

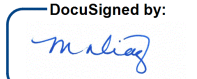
Protest of Solicitation or Award

Solicitation – Section 2.6.A. of the City of Greenville Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

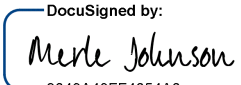
Award – Section 2.6.B of the City of Greenville Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

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

Dated at Greenville, South Carolina this 4 day of October 2021.

BY: 
647D5008A5C14CF...
Maribel Diaz, CPPB, Lead Buyer
City of Greenville, SC

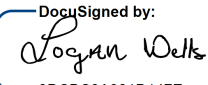
Reviewed By:


3048A48FF4054A0...
Director of Economic Development

10/4/2021
Date


70962C793A5D472...
Risk Manager

10/4/2021
Date


9DCBC8A981D147E...
Legal Department

10/4/2021
Date

DocuSigned by:
Matt Elyed
44928B1C67864BE...

OMB Director

10/4/2021

Date

DocuSigned by:
Rod Gray
8A8654947BB94C5

Purchasing Administrator

10/4/2021

Date

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CITY OF GREENVILLE, SOUTH CAROLINA
GENERAL TERMS & CONDITIONS FOR REQUEST FOR PROPOSALS

The City of Greenville, South Carolina (the “City”), is requesting proposals for the Economic Development Strategic Plan (the “Project”) as more fully described herein. The following terms and conditions shall apply to all proposals made with respect to the Project and shall be included in the contract executed between the City and the successful proposer.

RIGHTS RESERVED BY CITY

The City reserves the right 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.

INTERPRETATION AND ADDENDA

All changes in specifications shall be in writing and furnished to all offerors. No verbal interpretation made to any respondent as to the meaning of this RFP shall be binding on the City. Offerors are cautioned that any statements made by the City staff that materially changes any portion of this solicitation shall not be relied upon unless they are subsequently ratified in writing and distributed as an addendum by the City. It shall be the offeror’s responsibility to acknowledge receipt of addenda and ascertain that its proposal includes all addenda. Failure to do so may deem an offeror’s proposal non-responsive.

ACCEPTANCE OF PROPOSAL CONTENT

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

SIGNATURE FORM

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

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

To comply with the provisions of Section 8-13-100 *et seq.* of the South Carolina Code of Laws, each offeror shall certify in writing and include with its proposal that its offer was made without fraud, that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with the offer, and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

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

NONCOLLUSION AFFIDAVIT

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

CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

Each offeror shall certify in writing and include with its proposal that, as to any contract subsequently entered into between the offeror and the City, the offeror will verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing services under such contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Non-resident companies receiving income from business conducted in the State of South Carolina are required to pay taxes to the State of South Carolina on that income. To facilitate this requirement, a nonresident offeror must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws, an offeror located outside of the State of South Carolina that receives a contract from the City must furnish to the City Form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If an offeror is not presently registered with the appropriate state office, it may indicate the intent to do so should it be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (844) 898-8542.

M/WBE GOALS AND PROPOSAL REQUIREMENTS

City believes it is in the community's best interest to assist minority- and women-owned business enterprises (M/WBEs) to develop fully, in furtherance of the City's policies and programs which are designed to promote balanced economic and community growth. City adopts the State of South Carolina's goal for participation of M/WBEs: 10% of annual controllable procurement expenditures, which are defined as agreements between the City and its contractors to provide or procure labor, materials, equipment, supplies, and services to, for, or on behalf of the City.

Every offeror is required to complete the attached OMB Form 5A (City of Greenville Identification of M/WBE Participation), OMB Form 5B (City of Greenville M/WBE Program Listing of the Good Faith Efforts), and the Small/Woman-Owned/Minority Business Enterprise Form.

SMALL/DISADVANTAGED/MINORITY BUSINESS ENTERPRISES PROGRAM

It is the policy of the City to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent

feasible. In connection with the performance of the contract to be awarded, each offeror agrees to show a good faith effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under the contract consistent with efficient performance of the contract.

“Small business enterprises” are those businesses that are defined in accordance with criteria established by the United States Small Business Administration (SBA). “Minority-owned business enterprises” are those businesses owned and controlled by one or more socially disadvantaged persons. Such persons include, but may not be limited to, Black Americans, Native Americans, Asian Americans, Hispanic Americans, American Eskimos and Aleuts. “Handicap business enterprises” are those businesses which are 51% owned and controlled by disabled persons. “Woman-owned business enterprises” are those businesses which are 51% owned and controlled by one or more women.

It is a goal of the City to award a fair share of all contracts to small, minority, handicap, and woman-owned businesses, providing they are competitive. Accordingly, affirmative steps should also be used by contractors to assure that small, minority, handicap, and woman-owned businesses are utilized whenever possible as sources for supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified small, minority, handicap and woman-owned businesses on solicitation lists;
2. Assuring that small, minority, handicap, and woman-owned businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum participation of small, minority, handicap, and woman-owned businesses;
4. When requirements permit, establishing delivery schedules which will encourage participation by small, minority, handicap, and woman-owned businesses;
5. Using the services and assistance of the U.S. Small Business Administration (SBA) and State Offices for Minority and Women Business Enterprises, as required; and
6. If any subcontracts are to be let, City will require the prime contractor to show good faith efforts in the affirmative steps indicated above.

DETERMINATION OF RESPONSIBILITY

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

QUALIFICATIONS-BASED SOLICITATION

Negotiations shall be conducted beginning with the offeror whose qualifications are deemed to

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

CONTRACT AND CONTRACT DOCUMENTS

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

REQUIREMENTS OF THE CONTRACTOR

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

RESPONSIBILITY OF THE CITY

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

CITY OF GREENVILLE BUSINESS LICENSES

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

Specifically, Contractor must obtain all business license(s) required by the Greenville City Code and Ordinances. A City Business License is not required to submit a proposal however, any offeror that receives an award under this RFP shall be required to obtain a City Business License before work can begin. For further information on the provisions of the City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at 864-467-4504 or revenueblcontracts@greenvillesc.gov.

Contractor shall inform all of its sub-contractors and/or sub-consultants performing services hereunder that a like business license requirement applies to them, and Contractor shall further disclose the names and addresses of all of Contractor’s sub-contractors performing services hereunder to City’s Business License Division at revenueblcontracts@greenvillesc.gov or 864-467-4504.

COMPLIANCE WITH LAWS

General. Contractor, in the performance of work under the Contract, shall fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, ordinances, including the Americans with Disabilities Act (“ADA”) and the regulations promulgated thereunder, including ADA Title II, and shall hold the City harmless from any liability resulting from failure of such compliance.

Equal Employment Opportunity. Contractor and all subcontractors, suppliers, and vendors shall comply with all federal, state, county, or municipal laws, rules, regulations, ordinances, and orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under such orders will result in suspension of periodic progress payments. Contractor shall ensure unlimited access to the Project sites for all equal employment opportunity compliance officers.

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

Compliance with the South Carolina Illegal Immigration Reform Act

Contractor shall verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing services under the Contract to verify the status of any new employees, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

Compliance with Anti-Discrimination Provisions of Section 11-35-5300, Code of Laws of South Carolina, 1976. If the Contract shall have a total potential value of \$10,000.00 or more, and/or unless such goods and/or services are offered to City for at least 20% less than the lowest certifying business, then, by entering into the Contract, Contractor certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that failure to make such affirmative certification shall affect an automatic termination of the Contract.

INDEMNIFICATION

Contractor shall indemnify, defend, and hold City, and its respective officers, officials, contractors, employees, agents, and representatives (collectively, “Indemnitees”), free and harmless from and against any and all losses, injuries, death, damages, liabilities, claims, deficiencies, demands, actions, suits, judgments, interest, awards, penalties, fines, costs or expenses of any kind or nature, including reasonable attorneys’ fees and costs, the costs of enforcing any right to indemnification hereunder, and the costs of pursuing any insurance providers (collectively, “Losses”), arising out of or occurring in connection with (i) any claim for property damage or personal injury, including death, to the extent resulting from or arising out of the negligence or willful misconduct of Contractor, its subcontractors, employees, agents, or representatives under the Agreement, or (ii)

any claim that City’s or an Indemnitee’s use or possession of any goods or use of any services hereunder infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. Notwithstanding Contractor’s obligation to defend City, at Contractor’s sole cost and expense, hereunder, City shall have the option to appear and defend such action or claim on its own behalf. Contractor shall not enter into any settlement without City’s prior written consent. The foregoing indemnity shall survive the expiration or termination of the Contract.

INSURANCE

The Contractor shall procure and maintain insurance for the duration of this Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the Contractor, its subcontractors, employees, agents, or representatives for not less than any limits of liability shown below with a carrier authorized to do business in the State of South Carolina.

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

Certificate of insurance must be included in the proposal.

1. Commercial General Liability: Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its subcontractors, employees, agents, or representatives in the operation of the work or the execution of the Contract.

Contractor shall maintain general liability coverage required for a period of not less than five years after final completion of the Project. General liability coverage must include products or completed operations coverage.

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

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

2. Comprehensive Automobile Liability: Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in the Contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the Project. The minimum amounts of automobile liability insurance shall be as follows:

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

- 3. South Carolina Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance for all of Contractor's employees who are in any way connected with performance under the Contract. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against City, its officers, officials, employees, agents, and representatives.

South Carolina Workers' CompensationStatutory Limits

Employers' Liability Insurance\$500,000 Each Accident
 \$500,000 Disease Each Employee
 \$500,000 Disease Policy Limit

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

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

Contractor shall provide the City with a certificate(s) of insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under the Contract by email to inscerts@greenville.gov. Further, it shall be an affirmative obligation upon the Contractor to advise City by e-mail to inscerts@greenville.gov, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Contract. The Certificate Holder name and address is to be displayed as follows:

City of Greenville
 P.O. Box 2207
 Greenville, SC 29602

The general liability policy is to contain or be endorsed to name the City, its officers, officials, employees, agents, and representatives as additional insureds as respects the liability arising out of the activities performed under the Contract. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise acceptable to the City. Contractor shall not self-insure in satisfaction of any insurance requirement hereunder without the express, written approval of City. Contractor shall insure that its subcontractors hereunder comply with the insurance requirements set out herein, and when requested by the City, Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

TERMINATION OF THE CONTRACT

Termination by City for Convenience. City, in its sole discretion, may terminate this Contract, in whole or in part, at any time without cause by providing at least 30 calendar days' prior written notice to Contractor, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, Contractor shall incur no further obligations in connection with the work on the Project, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts and settle any liabilities and claims arising out of the termination of such orders or subcontracts. City may direct Contractor to assign Contractor's right, title, and interest under termination orders or subcontracts to the City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed work and materials, equipment, parts, fixtures, information, and Contract rights as Contractor has. When terminated for convenience, Contractor shall be compensated as follows:

1. Contractor shall submit a termination claim to City specifying amount due because of the termination for convenience, including costs, pricing, or other data. Contractor shall have one (1) year from the effective date of termination to file a termination claim, and if Contractor fails to file a claim, City shall pay Contractor in accordance with (3) below.
2. City and Contractor may agree to the compensation, if any, due to Contractor.
3. Absent agreement to the amount due to Contractor, City shall pay the following amounts:
 - a. Contract prices for labor, materials, equipment, and other services accepted under the Contract;
 - b. Reasonable costs incurred in preparing to perform, and in performing, Project work prior to the time of termination, plus a fair and reasonable allowance for direct job site overhead and profit, though such profit shall not include anticipated profit or consequential damages; provided, however, that if it is determined that Contractor would not have profited or would have sustained a loss if the entire Contract had been performed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c. Reasonable costs, if any, of settling and paying claims arising out of the termination of orders or subcontracts; provided, however, that such costs, if any, shall not include amounts paid in accordance with the other provisions hereof.

The total sum to be paid to Contractor under this provision shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include any duplication of payment.

Termination by City for Cause. In addition to any other rights that City may have hereunder, this Contract may be terminated, in whole or in part, by City on written notice to Contractor, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective (i) if Contractor materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within 15 calendar days after Contractor's receipt of written notice of such breach, or (ii) if Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business. Upon termination of the Contract for cause, City may assume possession of the Project site and of all materials and equipment at the site and may complete the Project work. In such situation, Contractor shall not be paid further until the Project work is complete. After final completion has been achieved, if any portion of the Contract Price remains after the cost to City of completing the Project, including all costs and expenses of every nature incurred, has been deducted by City, such remainder shall belong to Contractor. If there is a deficit, Contractor shall pay and make whole City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the termination for cause is subsequently determined by a court of competent jurisdiction to have been without cause, such termination shall then be deemed a termination for convenience and the provisions of that section shall apply.

Termination by City for Non-Appropriation. Notwithstanding anything herein to the contrary, the Contract shall be subject to immediate cancellation without damages or further obligation when funds are not appropriated (or are appropriated and subsequently withdrawn) or otherwise made available to support continuation of performance of the Contract in a subsequent fiscal period or appropriated year.

Termination by Contractor. If City repeatedly fails to perform its material obligations to Contractor for a period of 30 calendar days after receiving written notice from Contractor of its intent to terminate hereunder, Contractor may terminate performance under the Contract by written notice to City. In such event, Contractor shall be entitled to recover from City as though City had terminated Contractor's performance for convenience as described above.

RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Contractor, or any subcontractor of Contractor, shall be made available to City for inspection and copying upon written request by City. Furthermore, such documents shall be made available, upon request by City, to any federal, state, local, or other regulatory authority, and any such authority may review, inspect, and copy such records. Such records shall include, but shall not be limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project. Such records expressly include those documents reflecting the cost of project to Contractor. Contractor shall maintain and protect these documents for no less than four years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

MISCELLANEOUS

Independent Contractor. Contractor shall at all times be considered an independent contractor of City hereunder, and neither Contractor nor its subcontractors, employees, agents, or representatives shall, under any circumstances, be considered employees of City. City shall not be legally responsible for negligence or other wrongdoing, either intentional or unintentional, by Contractor or Contractor's subcontractors, employees, agents, or representatives. City shall not deduct from payment to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or other amounts for benefits to Contractor. Further, City shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation coverage, normally provided by City for its employees.

Notices. All notices or other communications required hereunder shall be in writing and shall be deemed given effectively if delivered personally, delivered by an express courier (with confirmation), mailed by certified or registered mail (return receipt requested), sent via facsimile (with confirmation), or delivered by email (with confirmation) to the named party at the address provided or at such other address as may be designated by either party in writing to the other party by like notice.

Entire Agreement. The Contract (including any schedules, exhibits, addenda, or attachments hereto, and the other documents and instruments referred to in the Contract) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Project.

Governing Law; Venue. The Contract and the rights, obligations, and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina. Venue for the resolution of all disputes regarding the terms of the Contract or the performance thereunder, whether in law or in equity, shall be exclusively in the federal or state courts of Greenville County, South Carolina.

Severability. If any part or provision of the Contract is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts of the Contract.

Non-Waiver. Failure by the City or Contractor at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions or any subsequent breach. Such failure to enforce shall not affect the validity of the Contract, or any part thereof, or the right of the City or Contractor to enforce any provision at any time in accordance with its terms.

Assignment. Contractor shall not assign, transfer, convey, or otherwise dispose of any award or any or all of its rights, title, or interest in the Contract, in whole or in part, without the prior written consent of the City.

Successors and Assigns. The rights and obligations of the City and Contractor herein shall inure to, and be binding upon, the respective successors and permitted assigns of the parties hereto.

PUBLIC RECORD and FOIA REQUESTS

After an award is made, copies of the proposals will be available. Pursuant to the South Carolina Freedom of Information Act (FOIA), City will provide copies of records in its custody unless the records are exempt from disclosure under S.C. Code Ann. §30-4-40. Additional information regarding FOIA requests can be found [here](#).

DISCLAIMER STANDARD CONTRACT FORM

The following page is a sample of the Standard Contract Form that will be sent to you for execution *IF* you are recommended for contract award. The Standard Contract Form, together with the attachments listed therein, will constitute the contract between the City and the successful bidder with respect to this project. Please do NOT complete and return the Standard Contract with your bid.



City of Greenville
State of South Carolina
Standard Contract Form
IFB/RFP No. _____

Subject/Project Name			
1. This Contract is entered into between the City of Greenville, SC and the Contractor named below:			
City of Greenville, SC			(hereafter called City)
Contractor's Name			(hereafter called Contractor)
2. Contract to Begin:	Calendar Days for Completion:	Term of the Agreement:	
3. Lump Sum Amount of this Contract (if applicable):	Fee Represented as a Percentage of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)
4. The parties agree the following attachments, in order of precedence, are hereby incorporated and made a part of the Contract. Change Orders issued hereafter, and any other properly executed amendments, shall become and be a part of this Contract.			
Attachment 1: All Terms & Conditions and Scope of Work and/or Specifications Included in this Solicitation and Addendum (if applicable)			
Attachment 2: Bid or Proposal Submitted by Contractor			
Attachment 3: Fee/Cost Submitted by Contractor (if not included in bid submittal)			
Attachment 4: All Other Documentation Required in the Solicitation			
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.			
5. Contractor			
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)			
By (Authorized Signature)		Date Signed	
Printed Name and Title of Person Signing			
Address			
Telephone Number		E-mail Address	
6. City of Greenville, SC			
City Manager or Designee			
By (Authorized Signature)		Date Signed	
Printed Name and Title of Person Signing John McDonough, City Manager			

Dept Director

Risk Mgt

Legal

OMB Director

Purchasing

ECONOMIC DEVELOPMENT STRATEGIC PLAN

REQUEST FOR PROPOSALS

RFP NO. 22-3784

1.0 INTRODUCTION

The City of Greenville is seeking a qualified firm to develop an Economic Development Strategic Action Plan for the City's Department of Community and Economic Development. The successful proposal will provide qualifications for the development of such a strategic plan, including relevant experience and references as well as a brief narrative approach for the plan's development.

1.1 General Information

The City of Greenville completed an updated Comprehensive Plan in 2021, called GVL2040. The plan, which can be viewed [here](#), contains significant references to the creation of an Economic Development Strategic Plan that is reflective of the Comprehensive Plan's policies and goals.

The City's new GVL2040 Comprehensive Plan embraces both growth and change and emphasizes preservation of the characteristics that make Greenville a vibrant, attractive, and friendly place. With an award-winning downtown, Greenville is home to one of the most desirable Main Streets in the country. 30-plus years of investment into planning and building the public realm has resulted in a successful office, retail, and residential market within the downtown core. During a time when other communities turned their back on downtown, Greenville made the deliberate decision long ago to invest in its historical and natural assets, such as the Reedy River and Falls Park, to attract economic vitality. The City of Greenville has a history of promoting economic development and commerce, and the Economic Development Strategic Action Plan is needed to ensure we continue to take purposeful steps to keep our existing businesses here; and we make bold choices and investments to attract new business and grow profitably for the community.

In addition to the GVL2040 Comprehensive Plan, the City has made recent investments in additional Economic Development – specific marketing, public-private partnerships, enhanced support for Entrepreneurs and Innovators through [NEXT](#), and retained a consultant for specific retail-related recruitment. It is expected that all above-listed elements be reviewed and coordinated with the new strategic action plan by the successful proponent.

This project must effectively engage the community and stakeholders to successfully envision “what's next” for economic development in Greenville. GVL2040 set forth a specific implementation framework that the City has quickly acted upon and funded as part of the FY22 budget cycle. Along with changes to the City's development code, investing in the Economic Development Strategic Plan concurrently should result in regulations, policies and procedures that foster smart economic growth. This project is anticipated to combine a high-level strategy and vision for the City's economic development efforts, as well as an actionable implementation plan for the mid-term horizon (5-10 years out).

1.2 General Project Overview

Named by the Wall Street Journal as one of three “breakout cities” at the forefront of America’s post-Covid economic recovery, the City of Greenville has built this community based on the principles of encouraging and funding economic development and ensuring a high-quality of life for all residents, The City of Greenville is committed to creating and maintaining a best-in-class local economy through support of the entrepreneurial ecosystem, placemaking, marketing, retail and office tenant recruitment, and support for existing industries. The City desires to review their current organization, management, policies, and processes as they relate to the local economy components listed above. As our community values – resourceful, enterprising, courageous, and inclusive – reflect, the City of Greenville desires to be known as *the best place* for business interests to locate, grow and flourish.

The City has identified the need for an Economic Development Strategic Action Plan with an intentional goal to understand the current environment, identify strengths, weaknesses and key industry clusters, and address barriers to attracting additional investment and job growth. The analysis desired is multidisciplinary and will require coordination across several departments and functions within the City, as well as with multiple external stakeholders, including but not limited to Greenville Local Development Corporation (GLDC), Greenville Area Development Corporation (GADC), Upstate Alliance, Ten at the Top, Greenville Chamber of Commerce, and NEXT. The City believes that the creation of an action plan with specific tasks and measurables may be the desired path forward. However, the City remains open to discussion with the successful proposer about the order and sequence of the specific processes for process mapping, analysis, and recommendations for improvement. It is expected that the successful proposer will focus efforts on impacts, strategies and recommendations tailored for the urbanized area within the City limits of Greenville.

2.0 SCOPE OF SERVICES

2.1 The successful proposer shall provide the following services:

- A. Contractor shall provide the City with a baseline assessment of existing data, including local and regional economic and demographic statistics, analysis of local market trends and growth industries in the City, County, and region. The purpose of the analysis will be to better understand the City’s economy in the context of the larger metro area to identify unique opportunities for the City and regional strategies for supportive growth.
- B. Contractor will engage key stakeholders, partners and thought leaders through meetings, interviews, surveys, and other means of input collection for the purpose of identifying priority actions for supporting and growing the local economy
- C. Contractor shall provide a SWOT (Strength, Weakness, Opportunity, Threat) Analysis, particularly as the City compares to similar competitive markets, specifically in the Southeastern United States. SWOT analysis to include identification and evaluation of exposure to systemic risks.

- D. Contractor shall provide a market and industry cluster analysis to identify the economic sectors in which the City is currently or capable of becoming highly competitive at the regional and national scale. Following identification of target industries, this portion of the plan should lay out action-oriented strategies for building upon and growing these sectors with the goal of creating a diverse, sustainable, and resilient economy that is sufficient to support the needs of the City and its population. To address the resilience of these industries, risks associated with their stability and growth in Greenville shall be identified and factored into this part of the analysis. Contractor shall identify specific industries that are:
- 1) Dominant and expected to grow.
 - 2) Dominant but waning due to industry/economic/technological or other trends or lack of infrastructure.
 - 3) Emerging and a good match for the City; expected to grow.
 - 4) Currently non-existent but for which a good match exists.
- E. Contractor shall provide recommendations and best-practices for supporting and sustaining a vibrant entrepreneurial ecosystem, a healthy and supportive small-business environment and overall high-performing local economy, including how the City can apply these best practices through strategic tasks and actions the City and partners can implement, including but not limited to:
- 1) Key best practices for the City to pursue based on SWOT analysis
 - 2) Key business retention and expansion strategies and how the City and partners can pursue in an effective manner.
 - 3) Recommendations for maximizing the City's entrepreneurial and small business ecosystems, including strategies for recruiting early stage companies and innovators.
 - 4) Recommendations for the City to leverage incubators, accelerators, and other assets, such as NEXT. For the purpose of this study, an incubator is defined as an organization designed to help early-stage businesses develop product and services, and an accelerator is an organization that assists established businesses to scale up to meet market needs.
 - 5) Recommended local incentive programs (allowable under South Carolina law) that will help attract new job growth and/or retain existing jobs in targeted industries.
- F. Contractor shall provide recommendations and best-practices for supporting and sustaining corporate office and headquarters recruitment, including how the City can apply these best practices through strategic tasks and actions the City and partners can implement, including but not limited to:
- 1) Key best practices for the City to pursue based on SWOT analysis.
 - 2) Key business retention and expansion strategies and how the City and partners can pursue in an effective manner.

- 3) Recommended local incentive programs (allowable under South Carolina law) that will help attract new job growth and/or retain existing jobs in targeted industries.
- G. Contractor shall develop an implementation plan to tie together above elements into a clear set of strategic actions and tasks that the City and partners can implement in order to reach our economic development goals. This strategy and plan are intended to be a “tool kit” and living/breathing manifest that can be implemented in real time to achieve real employment and tax base growth for the City. The implementation plan should include:
- 1) Policy, law, or procedural changes, as needed, for the City to achieve economic growth goals.
 - 2) Changes to existing economic development incentive programs, including new and innovative tools to promote business development.
 - 3) Identify areas in which increased collaboration would benefit all partners to help achieve strategic goals, including key partnerships to improve the success of this plan. Provide recommendations as to the appropriate involvement of each party and recommended practices for maintaining effective communication and coordination between economic development agencies as it relates to the implementation of this plan.
 - 4) Identify and catalogue all partners currently working in the Economic Development space, determine if any key partnerships are missing and if any new Economic Development organization needs to be created to serve the overall needs of the City.
 - 5) Provide the metrics the City should track to measure success achieved by implementation of this plan, including creative or non-traditional Economic Development metrics.
 - 6) Include an implementation matrix that explains the “who, what, when, where, why and how” of the recommended strategies. This should include designation of leaders, partners, timeline, resources (both current and potential funding sources), priority levels, and measures for each goal and objective. The plan should clearly indicate overall milestones for successful implementation of the strategies, services, and programs.
 - 7) Recommend ways that the City and its partners can work together to develop an agile approach to implementation of this strategy, so that the City can be flexible and adaptable in its implementation of this plan, should foundational components of or assumptions within the plan become null or obsolete.
- H. Contractor shall return to the City one year after the final submission of the report and implementation plan to evaluate the City’s efforts and provide suggestions for fine-tuning the implementation plan.

3.0 PROPOSAL SUBMISSION

3.1 Submission Details

Offerors interested in providing these services must submit their response per the instructions on the Invitation and must include the items specifically enumerated in section 3.2.

3.2 Proposal Development

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. Non-responsive proposals will not be considered for award, nor displayed on any tabulation/summary sheet prepared by the City.

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

The information and proposed fees of the firm selected for contract award shall form the basis of the contract. The City reserves the right to issue a contract without further negotiation using the data contained in the RFP and submitted proposal. Failure of a prospective contractor to accept this method contract development will result in cancellation of award and/or rejection. The City also reserves the right to cancel this solicitation for any reason.

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 professional qualifications, past experiences, and knowledge within this industry. The proposal must address all the points outlined herein as required, in the following order.

A. Statement of Interest and Project Understanding

- 1) The RFP number and title.
- 2) Name of the firm responding, mailing address, e-mail address, telephone number, and name of contact person or persons.
- 3) The name of the person or persons authorized to make representations on behalf of the proposer, binding the firm to a contract.
- 4) A statement of the firm's culture and track record of related community projects.
- 5) A statement of the firm's understanding of the included scope of work, specifically related to the City's requirements to analyze and improve current processes, procedures, and ordinances.

B. Project References and Experiences

Provide a minimum of three (3) references from past projects completed that are similar in size and scope of this project.

- 1) Describe the projects scope and the consultant's role in the project.
- 2) Describe the analysis process and the establishment of recommendations.
- 3) Include any relevant experience with stakeholder engagement.
- 4) Describe previous successes in working within local governments similar in size to the City of Greenville.
- 5) Provide contact information including name of the client, address, telephone number, and email address.

C. Team's Qualifications

To better understand the team who will be assigned to this project, please provide the following:

- 1) A brief description of the firm, organization structure, location of principal offices, number of professional personnel.
- 2) A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel including all outside consultants and/or sub-contractors to be employed on this project including their longevity with their respective firms and a brief description of their roles in the project.
- 3) The name and relevant experience of the principal in charge.
- 4) The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the City's contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.

D. Workflow Deliverables and Schedule

To better understand the consultant's capabilities with projects of this magnitude, please provide the following:

- 1) A description of your anticipated workflow approach specific to the deliverables outlined in this RFP.
- 2) A description of your approach to client meetings, public presentations, and the relationship with government agencies.
- 3) 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 final submittal of the strategic action plan.

E. Fee Proposal

Provide a breakdown of hourly costs for each professional level and applicable out-of-pocket expenses. **The fee proposal shall be submitted as a separate file (separate from the proposal), clearly marked "FEE PROPOSAL".**

4.0 PROPOSAL EVALUATION CRITERIA

4.1 Evaluation Details

The City will evaluate proposals based on the criteria outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

The City reserves the right to disqualify any proposal for, but not limited to; proposals deemed as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the proposer as required.

Award of any contract may be made without discussion with Proposers at the conclusion of the evaluation process. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

4.2 Evaluation Criteria

Proposal evaluation criteria will be grouped into percentage factors as follows:

A. Project References and Experience. *(Maximum 40 points)*

- 1) Working relationships with previous clients.
- 2) Job satisfaction expressed by previous clients, and the firm's ability to work well with organizations and project teams of a similar composition and nature to the City of Greenville.
- 3) Past experience with projects of similar size and scope, particularly recent relevant experience.
- 4) Familiarity with working with local governments on similar projects.
- 5) Experience in public engagements, workshops, or outreach activities.

B. Team's Qualifications. *(Maximum 25 points)*

- 1) Qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project.
- 2) The overall team capacity, balance, and organization.
- 3) Assessment of the availability and ability of the Project Manager and key personnel to perform the project scope in a timely manner.
- 4) The consultant's ability to become familiar with processes, procedures, and ordinances of the City.
- 5) Sub-consultant's and/or sub-contractor roles and responsibilities clearly outlined, including deliverables.

C. Workflow Deliverables and Schedule. *(Maximum 15 points)*

- 1) Consultant's understanding of the overall project and their proposed timeline to the project within each major element defined in the Scope of Services section.
- 2) The proposed workflow, schedule, and internal organization as it related to their ability to produce deliverables.

D. Statement of Interest and Project Understanding. *(Maximum 15 points)*

This criterion will consider the organization and completeness of the submission, as well as your understanding of Greenville regulations, dynamics, history, culture, and growth patterns, and your interest in Greenville and in this particular project.

E. 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.

5.0 SELECTION PROCESS

5.1 Details

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

The evaluation committee may elect to interview firms short-listed but reserves the right to award the contract based on the evaluation committee's review and ranking of proposals. If the evaluation committee chooses to short-list and interview for these services, 15 additional points per evaluator will be allocated for this phase, and these points will be added to the totals from the qualifications review phase.

5.2 Contract Negotiation

Fee negotiations will be conducted for performance of the contract at a price which is fair and reasonable. Should the City be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked offeror and the City shall have the option to commence negotiations with the second ranked offeror.

The selected firm will be responsible for developing and submitting a detailed Project Scope and 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.

PROPOSAL SUBMISSION SHEET

The following documents must be included with the Proposal. Omission of any of the following may be reason for disqualification.

1. RFP Signature Form (must be signed in ink or electronically)
2. Certificate of Insurance showing present coverage
3. Copy of the Offeror's City Business License (A Business License is not required to submit a proposal, however, if an award is made the offeror shall obtain a City Business License before work can begin.)
4. Ethics in Public Contracting Certification
5. Non-Collusion Affidavit
6. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
7. Sub-contractor/Sub-consultant Participation form
8. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
9. Small / Woman-Owned / Minority Business Enterprise Form
10. OMB Form 5A
11. OMB Form 5B

RFP SIGNATURE FORM
CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
RFP NO. 22-3784

OFFEROR'S NAME: _____

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

Offeror warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Offeror** 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; **Offeror** has not directly induced or solicited any other **Offeror** to submit false or sham proposals; **Offeror** has not solicited or sought by collusion to obtain for itself any advantage over any other **Offeror** or over Owner.

Offeror has examined all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

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.

1. City of Greenville Business License Number _____

2. Name of Insurance Carriers:

General Liability _____ Expires _____

Auto Liability _____ Expires _____

Workers' Compensation _____ Expires _____

Professional Liability _____ Expires _____

3. Offeror's Information:

Company Name _____

Post Office Box _____ City _____ State _____ Zip _____

Street Address _____ Zip _____

Telephone _____ Fax _____

Email _____

*Signature of Offeror's Representative _____

Proposal will not be accepted unless signed in ink or electronic signature in the appropriate space by an authorized officer or employee of the Offeror.

Printed Name _____

Title _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

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

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20_____

ITS: _____
TITLE

Notary Public for _____(state)

My commission expires _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

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

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

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

(signature)

My commission expires _____

CERTIFICATION OF COMPLIANCE WITH THE
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

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

_____ of _____, and
(title) (name of entity)

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

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

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

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

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

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

(name of official)

Date: _____

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312

(Rev. 5/18/15)

3323

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

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

1. Name of Nonresident Taxpayer: _____

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

3. Mailing Address: _____

4. Federal Employer Identification Number (FEIN): _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

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

The South Carolina Secretary of State or

The South Carolina Department of Revenue:

Date of Registration: _____

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

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

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

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

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

If Corporate officer, state title: _____

(Name - Please Print)

33231028

**INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

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

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

PURPOSE OF AFFIDAVIT

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

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

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

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

Our Internet address is: **www.dor.sc.gov**

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

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

* Submit copy of certification certificate, as applicable

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

Affidavit of _____
(Name of Bidder/Proposer)

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

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

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

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____