County of Greenville
Development of the Unified Development Ordinance
RFP #54-01/21/20

Department of General Services
Procurement Services Division
Greenville County Square
301 University Ridge, Suite 100
Greenville, South Carolina 29601
www.greenvillecounty.org
Phone: 864-467-7200
GREENVILLE COUNTY COUNCIL
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601-3660

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE A
UNIFIED DEVELOPMENT ORDINANCE, subject to the conditions and all provisions set forth herein
and attached. The responses will be RECEIVED AT THIS OFFICE UNTIL 3:00 P.M., E.S.T., JANUARY 21,
2020, then publicly opened. The service must be furnished as described and specified herein and delivered to
Greenville County.

THE COUNTY OF GREENVILLE IS SEEKING PROPOSALS FROM VENDORS TO PROVIDE THE
DEVELOPMENT OF THE UNIFIED DEVELOPMENT ORDINANCE AS PER SPECIFICATIONS
CONTAINED IN THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT.

ALL QUESTIONS CONCERNING THIS RFP ARE TO BE SUBMITTED IN WRITING TO SHELVIS
GAMBRELL, BUYER, PROCUREMENT SERVICES DIVISION, COUNTY OF GREENVILLE, 301
UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE MAILED
to 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601, FAXED TO (864) 467-7304, OR
EMAILED TO sgambrell@greenvillecounty.org NO LATER THAN 3:00 P.M., E.S.T. JANUARY 6, 2020.

PLEASE FURNISH ONE (1) ORIGINAL AND TEN (10) COPIES OF YOUR PROPOSAL.

PLEASE MARK YOUR ENVELOPE TO READ “RFP #54-01/21/20”
**Table of Contents**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTRUCTIONS TO RESPONDENTS</td>
<td>1</td>
</tr>
<tr>
<td>SCHEDULE</td>
<td>2</td>
</tr>
<tr>
<td>INTRODUCTION</td>
<td>4</td>
</tr>
<tr>
<td>SCOPE OF SERVICES</td>
<td>11</td>
</tr>
<tr>
<td>PRICING</td>
<td>16</td>
</tr>
<tr>
<td>BONDING</td>
<td>16</td>
</tr>
<tr>
<td>SUBMISSION PROCEDURES AND REQUIREMENTS</td>
<td>17</td>
</tr>
<tr>
<td>STATEMENT OF QUALIFICATIONS</td>
<td>18</td>
</tr>
<tr>
<td>INQUIRIES AND ADDENDA</td>
<td>19</td>
</tr>
<tr>
<td>GENERAL INFORMATION</td>
<td>20</td>
</tr>
<tr>
<td>INSURANCE</td>
<td>21</td>
</tr>
<tr>
<td>EVALUATION CRITERIA</td>
<td>22</td>
</tr>
<tr>
<td>ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE</td>
<td>23</td>
</tr>
<tr>
<td>SAFETY, HEALTH, AND SECURITY</td>
<td>24</td>
</tr>
<tr>
<td>SAMPLE CONTRACT</td>
<td>25</td>
</tr>
<tr>
<td>INSTRUCTIONS/TERMS AND CONDITIONS</td>
<td>27</td>
</tr>
</tbody>
</table>

NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO MAY VOID YOUR RESPONSE.
INSTRUCTIONS TO RESPONDENTS
RFI #54-01/21/20 UNIFIED DEVELOPMENT ORDINANCE

1. Unless otherwise required, submit one (1) unbound original and TEN (10) bound copies of your response/proposal/bid.

2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.

3. Quote prices on units specified with packing included.

4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.

5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.

6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.

7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.

8. Show delivery time required after order is received (see below).

9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.

2. Unit prices will govern over extended prices, unless otherwise stated in notice.

3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.

4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.

5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.

6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.

7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.

8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _______ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _______ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _______%.

DATE

FIRM NAME

ADDRESS

BY

(RFI/RFQ/IFB/QUALIFICATION MUST BE SIGNED IN WRITING)

PRINT NAME

TITLE

EMAIL

PHONE

FAX
**COUNTY OF GREENVILLE**  
**UNIFIED DEVELOPMENT ORDINANCE**  
*RFP #54–01/21/20*  

**SCHEDULE**

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 6, 2020</td>
<td><strong>All Questions</strong> must be submitted in writing by mail to: Shelvis Gambrell, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601; by fax: @ 864-467-7304 or by email: <a href="mailto:sgambrell@greenvillecounty.org">sgambrell@greenvillecounty.org</a>, by 3:00 PM, E.S.T.</td>
</tr>
<tr>
<td>January 21, 2020</td>
<td><strong>Proposals</strong> must be delivered to Greenville County's Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601, no later than 3:00 PM, E.S.T.</td>
</tr>
<tr>
<td>January 21 – January 28, 2020</td>
<td><strong>Review of Proposals</strong>*</td>
</tr>
<tr>
<td>January 28, 2020</td>
<td><strong>Tentative Date of Award</strong>*</td>
</tr>
<tr>
<td>January 28, 2020 – February 11, 2020</td>
<td><strong>Contract Negotiations</strong>*</td>
</tr>
<tr>
<td>February 11, 2020</td>
<td><strong>Issue Notice to Proceed</strong>*</td>
</tr>
</tbody>
</table>

*All dates after opening are tentative.*
Introduction

The intent of this Request for Proposals (RFP) is to procure qualified professional Consultant services to conduct technical land use planning activities and community outreach and engagement support in order to complete production of a new Unified Development Ordinance (UDO) for the County of Greenville, South Carolina, in accordance with accepted planning, design, and engineering practices and the Code of South Carolina pertinent to zoning and land use regulations. This planning effort for Greenville County will incorporate the Zoning Ordinance and Land Development Regulations and other documents for Greenville County, using the County's new Comprehensive Plan (Plan Greenville County) as a foundational and guiding document. The new UDO is to be a compilation of new, modern policy and guidance that accounts for the changing dynamics of the County and the newly adopted Comprehensive Plan, as well as those current policies that have served the County's interests over time and which remain relevant.

The result of this new planning effort will create more responsive, creative, and forward-thinking zoning and land use guidance for a very diverse County that should take us well into the future, again, based upon the strategies identified in Plan Greenville County. The focus of this UDO will be on higher-quality development for improved quality of life, wider variety of uses-by-right, a greater number of administrative approvals for streamlining, and encouragement/reward for meeting goals of the Comprehensive Plan. New methods of paying for development, or ensuring concurrency of infrastructure, shall be presented and analyzed by the selected vendor, and considered by the County.

It is important to know that 2/3 of the County is unzoned and will remain that way. Design standards may be considered to help address compatibility issues for new development in unzoned areas. The Consultant is urged to suggest other methods to help address compatibility concerns in areas without zoning.
Background

The County has dramatically changed since the adoption of the current Zoning Ordinance and Land Development Regulations (initiated in 1972). These documents were written for greenfield development; however, the County has many historic mill villages and other unincorporated areas that do not fit within the current regulations. These areas are experiencing redevelopment activity, and their character needs to be preserved, while allowing the neighborhoods to be relevant to today’s uses. At the same time, the County also has very rural areas that are keen on preservation, yet we do not have an Agricultural zone, for example. These areas contain the bulk of the unzoned land, and zoning is not a realistic option for some of these areas.

Plan Greenville County has identified five character areas that will guide future zones and development regulations: urban, traditional, suburban, rural, and employment center/special purpose. Each character area should have its own zoning types and development criteria that can more closely respond to the desired development outcomes. Again, rural areas are largely unzoned, and will rely on development standards rather than zoning.

It is important to note that a “Smart Code” or “Form Based Code” will not be acceptable to the County for a variety of reasons. The proposal shall be something that uses as many of the recognizable zoning philosophy, categories, and features as possible, while also achieving the goals of Plan Greenville County.

The current Zoning Ordinance can be found at:

and the current Land Development Regulations can be found at:

The Downtown Taylors Overlay District has been recently developed for historic, mixed use zoning and can be found at:
Population:
• Approximately 500,000 (most populous county in South Carolina)
• Approx. 120,000 families (2010 Census)
• Growth of 10.5% in County 2010-2016, well above U.S. average of 4.3% in that same period

Area:
• 785 sq. mi. of land

Municipalities:
• Six (6) cities, sixteen (16) census-designated places
• Strong neighborhood identities despite being located in unincorporated County due to mill village history (Textile Crescent)
• City of Greenville the 4th fastest growing city in the U.S., affecting City as well as County migration

Cost of Living:
• City scores a 93.9/100 (2015) in CC&ER metrics. For comparison Charleston, SC scores 101.0 (Greenville Area Development Corporation (GADC))

Workforce:
• 55% of Greenville County workers also live in the County
• Foreign investment, led by BMW and Michelin: 100 different international firms from 22 countries (GADC)
• $1 Billion in capital investment and over 5,000 new jobs 2010-2016

Permitting & Construction Activity

Single Family:
• 2015 total: 1,601 SF units began construction
• 2016 total: 1,823 SF units began construction
• 2017 total: 1,901 SF units began construction
• 2018 total: 2,275 SF units began construction

Commercial:
• 2015 total: 551 ($249M) total commercial projects
• 2016 total 675 ($382M) total commercial projects
• 2017 total: 722 ($309M) total commercial projects
• 2018 total: 711 ($337M) total commercial projects

Existing County Plans
• Imagine Greenville County Comprehensive Plan (2000):
  www.greenvillecounty.org/planning/pdf/comprehensive_plan.pdf
• Plan Greenville County Comprehensive Plan:
  http://greenvillecounty.org/apps/comprehensiveplanblog/blog.aspx

Rural Southern Greenville County
## Organizational Structure

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Roles/Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Executive Committee</strong></td>
<td>1. Provide guidance and direction throughout the process</td>
</tr>
<tr>
<td></td>
<td>2. Address conflicts as they arise and provide final decision-making authority on code development</td>
</tr>
<tr>
<td><strong>County Council</strong></td>
<td>1. Establish the scope, process, and approve the funding and allocation of resources</td>
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<tr>
<td></td>
<td>2. Provide overall guidance and direction throughout the process</td>
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<tr>
<td></td>
<td>3. Conduct the required adoption process</td>
</tr>
<tr>
<td></td>
<td>4. Adopt the new Unified Development Ordinance</td>
</tr>
<tr>
<td><strong>Planning Commission</strong></td>
<td>1. Follow the County Council’s established scope and process</td>
</tr>
<tr>
<td></td>
<td>2. Recommend adoption of the Unified Development Ordinance</td>
</tr>
<tr>
<td><strong>Planning, Zoning, and Transportation Staff</strong></td>
<td>1. Develop draft recommendations on the scope, process, and recommended allocation of resources</td>
</tr>
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<td></td>
<td>2. Manage the administrative and logistics (including overseeing of consultants)</td>
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<td>3. Lead the public outreach effort in concert with the Governmental Affairs Office</td>
</tr>
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<td>4. Facilitate a Staff Technical Advisory Committee made up of staff from County Administration and key County departments/agencies to provide information and recommendations</td>
</tr>
<tr>
<td></td>
<td>5. Work with Stakeholders Steering Committee to develop a draft Unified Development Ordinance</td>
</tr>
<tr>
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<td>6. Provide staff recommendations to the Planning Commission on the plan</td>
</tr>
<tr>
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<td>7. Assist the Planning Commission in developing its plan recommendation</td>
</tr>
<tr>
<td>Stakeholder</td>
<td>Roles/Responsibilities</td>
</tr>
<tr>
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<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Public Information Office/ Governmental Affairs      | 1. Be responsible for the branding, marketing of the new Unified Development Ordinance  
2. Direct and manage all outside communication, public outreach  
3. Develop a strategy for dissemination of information  
4. Assist in managing competing interests                                                                                                               |
| Staff Technical Advisory Committee (STAC)            | 1. Represent key County Departments/Agencies  
2. Serve as a resource for the County Council and Planning Commission for technical and professional information, guidance, and recommendations  
3. Coordinate staff work and resources from the various departments and agencies                                                                         |
| Stakeholders Committee / Citizen’s Advisory Committee | 1. Represent key stakeholders (e.g. citizens, environmental organizations, homebuilders, real estate associations, USRT (Upstate Roundtable), non-residential associations, Chamber of Commerce, etc.)  
2. Serves as an advisory group to the County Council and Planning Commission to assist in the Unified Development Ordinance’s development                     |
| The Citizens of Greenville County                     | 1. Provide feedback throughout the process to assist with the code’s development                                                                                                                                       |
| Consultant Team                                      | 1. Develop public outreach strategy  
2. Coordinate all activities with staff  
3. Develop document and graphics  
4. Deliver all required elements herein  
5. Bring new ideas based on experience and objectivity                                                                                                 |
Unified Development Ordinance
Project Overview

County Staff has taken the first step to begin development of a new UDO through completion of Plan Greenville County, which creates the foundation upon which to build our new UDO. Additionally, staff has created “wish lists” of the types of issues that need to be addressed and the desired outcomes. County Council has expressed extreme support for this effort, especially based on the success of the Comprehensive Plan effort. The Consultant shall provide additional, objective background review as described below:

The Overview generally consists of:

• **An Introduction and Background** – A brief review/critique of the existing Zoning Ordinance, Land Development Regulations, Tree Ordinance, and others shall be provided by the Consultant in order to set the stage for future actions. The Consultant shall also conduct a full review of applicable local and State land use laws and potential development contribution and mitigation techniques such as impact fees, concurrency management, land value taxation, etc. The analysis shall discuss the pros and cons of each and shall be presented to the Stakeholders Roundtable and Citizens Advisory Committee, County Council, Planning Commission, and Staff for educational and directional purposes.

• **Major Goals** – Staff, using Plan Greenville County, have identified and described the strategies that will be explored in developing the new UDO. The Consultant shall propose additional ideas for consideration, based on larger experience and exposure. In all cases, the UDO must be able to respond to each goal and objective outlined in the Plan Greenville County Comprehensive Plan.

• **Planning Approach/Process** – The Consultant will provide detail in the project phasing, project schedule, and specific planning activities for the project.

• **Organizational Structure** – Staff has identified the major groups involved in the process and their roles and responsibilities. There is an overall excitement among all groups about the Plan Greenville County Comprehensive Plan and the ensuing UDO.

  • **Stakeholder Outreach and Engagement** – The Consultant will set forth the general description of stakeholder involvement and the outreach techniques to be used.

  • **Required Resources and Support** – The Consultant team shall include a land use attorney, approved by the County Attorney, to ensure local and State compliance with land use laws.

The UDO shall have the following characteristics:

• **Fiscally Sound** – implementation of the UDO shall allow development to pay its own way and not overburden the County in the future. Ways to solve infrastructure deficiencies, especially roads, shall be a key goal of the UDO. Example idea: Cul-de-sacs that do not provide neighborhood connectivity and multiple access points shall not be accepted for public maintenance.

• **Easy to Understand** – this UDO shall be highly illustrative, clear and concise, and easy to use. Multiple formats shall be available for public use, including “clickable” links within the document’s online version. Example: Create one cluster option (rather than two) for subdivisions that require meaningful, connected open space that’s part of an identified plan or goal, showing examples of acceptable design concepts.

• **Flexible** – to accommodate changing technologies/land uses, demographics, markets, and trends. The UDO shall be easy for staff to administer and update. Example: Allow modern Home Occupations to be approved at the discretion of the Director or Zoning Administrator, rather than having to go to BZA for approval. Example: Allow for “Missing Middle” housing as a use by right in key locations or allow existing residential as a use-by-right in industrial areas.
• In Keeping with Plan Greenville County Comprehensive Plan – including reforming of the rezoning and development review processes; innovative and creative approaches to land use regulations; applicability to distinct character areas; and based upon the best design principles and practices throughout the United States. Example: The UDO shall contain specific approval criteria for rezoning requests, based upon the goals, objectives, methodologies, and Character Areas within the Comprehensive Plan. Example: Bring legal, non-conforming uses in mature/mill village areas into compliance by creating new zoning categories that respond to existing and desired activities within these neighborhoods. Example: Allow for accessory dwelling units in sensible locations to either support density increases or allow residents to age in place.

• Streamlined – allowing Staff greater administrative authority for better/faster customer service. Example: Reducing setbacks in historic areas to mirror existing conditions, and allowing administrative setback variances when below an identified threshold, rather than going to BZA.
Scope of Services

The Services and Deliverables to be procured through this RFP are as follows:

Task 1: Research, Review of Existing Information, Standards/Trends

The Consultant shall be expected to be familiar with the County’s Zoning Ordinance, Land Development Regulations, Tree Ordinance, and best practices from other communities in the Country. Extensive research is to include document collection, data collection and mining, GIS data retrieval and compilation, and information/data analysis. County Staff will provide base information; however, the Consultant may be required to conduct independent research, request information, and mine data to capture needed information.

The Consultant shall provide a brief assessment report outlining their understanding of the County’s regulations, identifying regional and national issues and opportunities that could impact Greenville County regulations, and connecting this information with the Plan Greenville County Comprehensive Plan. This deliverable shall be provided by the Consultant with text, maps, charts, graphs, and figures etc. depicting the selected Consultant’s understanding of the existing conditions, the current state of the County, and considerations for the new UDO. The document will be presented to County Council, Planning Commission, Staff, and Stakeholders/Citizens Advisory Committee for their review and comment.

Planning Staff will work with the selected firm to refine the scope of Task 1 services as necessary.

Deliverables:

- Assessment Report on Existing Regulations
- Presentation of Report and Problem Statements to County Council, Planning Commission, County Attorney, Staff, and Stakeholders (may be separate meetings)

Task 2: Stakeholder Involvement

Because of the robust public outreach for the Comprehensive Plan process, public meetings will be generally more limited to Stakeholders/Citizens Advisory Committee that have daily involvement in regulations or who have special interest: chamber and economic groups, developers, conservation groups, neighborhood representatives. The Consultant will still develop an on-line outreach effort to all citizens, however. We expect that the successful Consultant will:

- Propose effective outreach approaches
- Present, coordinate, handle, and provide technical support for these stakeholder meetings, with Planning Staff support

The process envisioned within the UDO entails a balanced approach to Stakeholder/Citizens Advisory Committee outreach and engagement. Specifically, at least the following formal meetings are envisioned, although the Consultant may propose another strategy:

1. Meeting One – New UDO Goals

This meeting will focus on launching the process, educating and orienting Stakeholders/Citizens Advisory Committee on the topics to be covered, and identifying issues related to those topics. The critical connection between Plan Greenville County and the new UDO will be emphasized. The Consultant shall be responsible for the content and presentation at this meeting. Staff shall advertise the meeting, provide background data, and gather new data from the meeting for the consultants.

2. Meeting Two – UDO Draft Highlights

This meeting will focus on solutions proposed from the Stakeholder/Citizens Advisory Committee workshops/meetings/information, as well as County Council, Planning Commission, and County Attorney direction, and the general details of the new document. Again, the critical link between Plan Greenville County and the new UDO will be emphasized. The Consultant shall be responsible for the content and presentation at this meeting. Staff shall advertise the meeting, provide background data, and gather new data from the meeting for the consultants.

3. Meeting Three – Open House

This is the presentation of the UDO to the
Stakeholders/Citizens Advisory Committee and community at large (2 separate meetings), after the presentation to the Planning Commission and County Council and Attorney’s Office. The Consultant shall be responsible for the content and presentation at this meeting. Staff shall advertise the meeting, provide background data, and gather new data from the meeting for the Consultants.

Additional stakeholder meetings, workshops, and focus groups are anticipated. Staff will primarily be responsible for organizing these meetings; however, the Consultant will attend and present. The Consultant is invited to suggest additional outreach and engagement strategies in their response.

The Stakeholders Committee and Staff Technical Advisory Committee (STAC) would also be engaged in less formal outreach, allowing for multiple opportunities for input and guidance throughout the process.

The Consultant will be responsible for meeting content and presentation and will work with Staff on design of the meetings and messages presented.

**Deliverables:**

- Staffing and support for four meetings (additional, as needed)
- Assistance with all other public involvement efforts
- Presentation of Draft to County Council, Planning Commission, County Attorney, Staff, and Stakeholders
- Synopsis of stakeholder information/input gleaned from all outreach efforts (in written and graphic form)
- Public presentation/workshop
**Task 3: UDO Outline**

As a follow-on to the Meeting One goals activity, the Consultant will be required to develop an outline of what shape the UDO will start to take, with enough detail to ensure appropriate concurrence from Stakeholders, Citizens Advisory Committee, STAC, County Attorney, Planning Commission, and County Council. During this period of activities, the Consultant shall work collaboratively with the County Staff to blend the direction from the Comprehensive Plan into a draft UDO that responds to the goals, objectives, and strategies identified in Plan Greenville County.

**Deliverables for each agency:**
- UDO Outline
- Explanatory report and/or presentation to all review and approval groups
- Response to review

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**Task 3a: Fiscal Analysis**

As an important component of ensuring that the vision of Plan Greenville County comes to fruition, the Consultant is requested to provide an analysis of current taxation strategies (land value taxation vs. property improvements value taxation), impact fees, concurrency management, and other possible tools to address both the fiscal conservatism of the County and the tremendous strain that growth has placed upon our infrastructure. Another related goal of this analysis is to unlock redevelopment opportunities within historic or underdeveloped properties that already have the advantage of existing infrastructure and nearby established neighborhoods. Finally, this analysis would serve to take full advantage of identified Opportunity Zones and ensure that new regulations would mesh with financial strategies. It may be that the current approach to taxation and land development will prove to be most appropriate; this would be an acceptable outcome, if proven true.
Task 4: **UDO Draft**

Based on the issues and opportunities identified, the Consultant shall refine the UDO Outline and the Fiscal Analysis to select policy direction/s for the UDO and County, as necessary. Again, this activity will directly respond to the goals, objectives, and strategies described in the Comprehensive Plan. The draft shall also respond to the other identified goals of: fiscally sound, easy to understand, flexible, and streamlined. This information will be presented to the Stakeholders, Citizens Advisory Committee, STAC, Planning Commission, County Attorney, and County Council for concurrence.

**Deliverables:**
- Draft UDO
- Explanatory report and presentation to all review and approval groups (may be multiple presentations)
- Response to review
- Public presentation/workshop

Task 5: **Final UDO**

Based on the draft presentation, input, and modifications, the Consultant shall develop a finalized UDO and Fiscal Strategy (if determined necessary). Additional work sessions might be necessary to get concurrence or decide to move forward without full agreement, depending on the benefits to the County.

**Deliverables:**
- Final UDO: 30 hard copies, one digital copy, and an internet-ready copy of all elements, including graphics/illustrations in appropriate digital format
- Final Fiscal Strategy: 30 hard copies, one digital copy, and an internet-ready copy of all elements, including graphics/illustrations in appropriate digital format
- Provide necessary guidance regarding any zoning map changes which result from converting to the UDO and work with County’s GIS in preparing necessary updates to GIS files
- Present the final UDO and Fiscal Strategy at adoption meetings: one public hearing, one Planning Commission, one P&D Committee, and three County Council
- Train staff and interested Stakeholders, including recommendation of the best approach for transitioning/managing/maintaining the new UDO. At least four training opportunities to reach the necessary Stakeholders are required.

*Poinsett Bridge*
Schedule

The project schedule is 12 months after the completion of an executed contract for services and a completed UDO is due no later than March 2021, including adoption; the ability to deliver sooner than this time frame will be considered favorably. In general, the needs of Greenville County necessitate the following general timeframe:

• February 10, 2020 – Consultant Firm selection
• February – March 2020 – Data collection, public input gathering, issue identification, visioning with stakeholders, and strategy development
• March – November 2020 – Document development, stakeholder/public input follow up
• November – December 2020 – Document finalization
• January - March 2021 - Adoption

It is requested that the responding firms use this general time-frame as a template from which to narrow and detail their proposed schedules.
Pricing

Vendor shall submit a detailed price proposal listing all materials and labor cost. Vendor shall include a lump sum total detailing all costs including taxes.

Bonding

This project does not require a Bid Bond or Performance and Payment Bond.
Submission Procedures & Requirements

Submittals

A. All submissions must be received by 3:00 P.M., E.S.T., FRIDAY, JANUARY 31, 2020 and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100; Greenville, South Carolina 29601. If the submission is late, the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original and TEN (10) copies of their response to the address listed. To ensure acceptance of the response, the solicitation (RFI/RFQ/IFB/Proposal) number should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone or email will not be accepted or considered.

C. License and Permits – The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

D. Proposal shall not exceed a total of 50 pages in length and must be organized with tabbed sections:
   1. Firm/Team Information.
   2. Names, resumes, and office locations of key staff that will be assigned to the project, including the project manager, and any subcontractors. Provide an organizational chart, along with percentage of time devoted to the project.
   3. Demonstrated understanding, success, and experience with Unified Development Ordinances (or similar) projects, including implementation, time frames, and costs.
   4. Up-to-date reference and contact names for the most recent five similar projects performed by the firm, particularly by staff being assigned.
   5. Project approach, including work plans, identification of key staff members assigned to each work segment, allocation of staff hours (estimated man-hour effort for each significant segment or task of the work and the anticipated staff level to be assigned to that work segment), methodology, and public outreach strategy.
   6. Proposed schedule chart.
   7. All required forms and certifications.
Vendors shall provide a Statement of Qualifications that includes the following:

A. Overview of company background.

B. Staffing and an organizational chart showing staff that will be used for this project, including a percentage of participation that each staff will have on the project.

C. Corporate/individual qualifications and experiences, including certifications.

D. Current resume(s) for individuals(s) assigned to this project.

E. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

F. A list of all subcontractors, their resumes, and qualifications.
Questions

All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Carson Adkins, Procurement Services Division, to the address listed below, no later than **3:00 PM, E.S.T., JANUARY 6, 2020**. Please refer all questions in writing about this request for proposals and project to:

County of Greenville  
Shelvis Gambrell, Buyer  
Procurement Services Division  
301 University Ridge, Suite 100  
Greenville, South Carolina 29601-3665  
E-mail: sgambrell@greenvillecounty.org

All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

Addenda

This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an RFP document. No addenda will be issued later than TEN (10) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Vendors shall acknowledge receipt of all addenda with their Bid.
General Information

Proprietary Information
The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

Errors and Omissions
The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than TEN (10) days before such time the response is to be submitted.

Withdrawal of Qualification
An official representative of a Responder may withdraw a Responder’s response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

Non-Endorsement
If the County awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville’s endorsement of the successful Responder’s services.
Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgment and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgment and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP #54-01/21/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability: $1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability: $1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired).

Statutory Worker’s Compensation:
Coverage A - State of SC
Coverage B - Employers liability
  $1,000,000 Each Accident
  $1,000,000 Disease, Per Employee
  $1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage’s will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.
Evaluation Criteria

All bids submitted and accepted in accordance with this RFP will be evaluated on the score sheet (Page 19) based on the following criteria, which are in no particular order:

• Responsiveness to this Request for Qualifications.
• Qualifications and experience of firm and project staff, and their appropriate allocation to this project.
• Innovative concepts, ideas, and techniques for citizen engagement.
• Experience with Public Engagement, Land Use Policy, Community and County-wide Planning, and Infrastructure Master Plans.
• References.
• Availability of staff to complete the project on or before schedule.
• Cost.
• Ability to Meet Schedule.
Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter “The Act”], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.
Safety, Health, & Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.
A Sample Contract is included for review. As a part of contract negotiations, the selected firm will be required to finalize their work plan and schedule. The firm will be responsible for updating the work plan throughout the UDO process, and payment will be tied to that plan and the defined deliverables based on percent of completion. Any exceptions to this contract must be listed in the response.
INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Response Opening and Award:** Responses shall be publicly opened and only the names of the offerers disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. Award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Responses, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

3. **Responders Qualification:** Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder's ability to provide the products or services requested herein.

4. **Responders Responsibility:** Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.

5. **References:** The County requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. **Waiver:** The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection:** Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. **Response Signature and Solicitation Alterations:** The responder shall sign his response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.

9. **Questions:** Questions shall be submitted by email to the assigned buyer listed in the solicitation or in writing to Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304
by the date listed on the schedule.

10. **Bid Bond:** If required per solicitation, bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier’s or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

11. **Return of Bid Bond:** If required per solicitation and after bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.

12. **Performance and Payment Bond:** If required per solicitation, the successful bidder, within fifteen (15) working days after acceptance of the bidder’s offer by the County, shall furnish a satisfactory performance and payment bonds in the amount of the total bid price. The performance and payment bonds must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bonds in said period of fifteen (15) working days after acceptance of the bidder’s offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bonds will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder’s failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bonds will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** If bonding is required per the solicitation, the bonding company must have an agent available to meet with County officials to clarify and explain the County’s responsibility in maintaining the integrity of the bond.

14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.

15. **Number of Response Copies:** Please submit One Unbound Original and TEN (10) Bound Copies of your response.

16. **Response Changes:** Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.

17. **Response Price:** The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
19. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-308(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the County.

20. **Deduction and Holdbacks:** In addition to the County’s right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor’s failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County’s employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County’s intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

   a. For use of County’s forces – actual cost involved.

   b. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. **Evaluation Criteria:**

The responses will be evaluated on the following criteria utilizing the score sheet included in this solicitation. Greenville County reserves the right to interview responders to this solicitation at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this Request for Proposals.
- Qualifications and experience of firm and project staff, and their appropriate allocation to this project.
- Innovative concepts, ideas, and techniques for citizen engagement.
- Experience with Public Engagement, Land Use Policy, Community and County-wide Planning, and Infrastructure Master Plans.
- References.
- Availability of staff to complete the project on or before schedule.
- Cost.
- Ability to Meet Schedule.

22. **Quality:** Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new and in first class condition unless otherwise indicated herein.

23. **MBE/WBE Participation – Affirmative Action:**

   a) MBE/WBE – Vendors submitting responses are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

   b) The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

24. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor’s performance bond, if any, and/or by suit against vendor.
25. **Termination for Cause:** Any awarded contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

26. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

27. **Non-Appropriation:** Any contract entered into by the County resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

28. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

29. **S.C. Law Clause:** Upon award of contract under this response, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

30. **Illegal Immigration Reform Act Compliance:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter “The Act”], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.

31. **Assignment Clause:** Successful responder will be required to give the County ninety (90) days’ notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

32. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
33. **Deviations from Specifications**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

34. **Minor Deviations**: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

35. **Contractor License Requirement**: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

36. **Conflict of Interest Statement**: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. **Insurance**: The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgment and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgment and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP #41-01/08/19.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies.

**Comprehensive General Liability:**
1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
**Statutory Worker’s Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

**Waiver of Subrogation**
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

38. **Contracts:** The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor’s contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

39. **Contractor Liability:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney’s fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

40. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without proper written approval from the County.

41. **Non-Collusion:** The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

42. **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

43. **Publicity Releases:** Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County’s name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

44. **Public Record:** The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of
the Freedom of Information Act and may be deemed public records.

45. **Precedence:** In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

46. **Compliance With Prison Rape Elimination Act (PREA):** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor's failure to comply with the Act.

47. **Americans with Disabilities Act:** All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice’s regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to (ADA.gov).

48. **Asbestos Management Plan:** Contractor, contractor's employees or any subcontractors will not introduce asbestos containing materials into any County of Greenville facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in County of Greenville facilities.

Failure by Contractor, Contractor's employees or any subcontractor to comply with the County of Greenville Asbestos Plan and/or any governing agency's regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. It is the responsibility of the contractor to:

A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor's employees and subcontractors notification of ACM

B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)

C. Provide proper licenses, permits, and certifications

D. Comply with all federal, state and local regulations

E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary

F. Provide a Safety Data Sheet (SDS) for all products installed in County Facilities.
### SCORE SHEET
**RESPONSES FOR COUNTY OF GREENVILLE UNIFIED DEVELOPMENT ORDINANCE**
RFP #54-01/21/20

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DATE</th>
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<table>
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<tr>
<th>Non-responsive</th>
<th>Low</th>
<th>Medium-Low</th>
<th>Average</th>
<th>Medium-High</th>
<th>High</th>
<th>CRITERIA</th>
<th>Total Score</th>
<th>Comments</th>
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<td>0</td>
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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>Responsiveness to this Request for Proposals</td>
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<td>4</td>
<td>5</td>
<td>Qualifications and experience of firm and project staff, and their appropriate allocation to this project</td>
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<td>2</td>
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<td>4</td>
<td>5</td>
<td>Innovative concepts, ideas, and techniques for citizen engagement</td>
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<tr>
<td>0</td>
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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>Experience with Public Engagement, Land Use Policy, Community and County-wide Planning.</td>
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<td>4</td>
<td>5</td>
<td>Availability of staff to complete the project on or before schedule</td>
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<td>5</td>
<td>Cost</td>
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<td>Ability to Meet Schedule</td>
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</table>

Maximum Points | 40 |
Total Score | _____ |

Notes:
Campbell’s Covered Bridge
County of Greenville

Development of the
Unified Development Ordinance

RFP #54-01/21/20

Department of General Services
Procurement Services Division
Greenville County Square
301 University Ridge, Suite 100
Greenville, South Carolina 29601
www.greenvillecounty.org
Phone: 864-467-7200
This AGREEMENT is made and entered into on this _____ day of __________, 2020, by and between the COUNTY OF GREENVILLE, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 (“County”), and _____________________________, located at ______________________________ (“Contractor”).

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2021, unless extended by the County for an additional one (1) year term not to exceed four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. SCOPE OF SERVICES. County has employed Contractor to provide for the Development of the Unified Development Ordinance.

These services to be provided by Contractor are set forth more fully in County Request for Proposals (“RFP”) #54-01/21/20 and in Contractor’s Response, received ______________, to County RFP #54-01/21/20, attached hereto and incorporated herein by reference.

3. PRICE. County agrees to pay Contractor a total sum not to exceed ___________________ dollars ($XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor’s experience and qualifications currently providing similar services.

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All
such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

7. NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

9. INSURANCE. The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.
A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance, except Worker’s Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#54-01/21/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and
work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor’s professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor’s failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.
15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor’s recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor’s rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:
Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor’s receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.
20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #54-01/21/20 and Contractor’s Response to County RFP #54-01/21/20 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

A. Any amendment signed after the execution date of this agreement;
B. This Agreement;
C. Contractor’s Response to County RFP #54-01/21/20;
D. Addenda to County RFP #54-01/21/20.
E. County RFP #54-01/21/20.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

___________________________ By: __________________________

___________________________ Its: __________________________

CONTRACTOR

___________________________ By: __________________________

COUNTY OF GREENVILLE

By: ____________________________

Herman G. Kirven, Jr., Chairman
Greenville County Council

By: ____________________________

Joseph M. Kernell
County Administrator

ATTEST: _________________________

Regina McCaskill
Clerk to Council