

City of Spartanburg
Procurement and Property Division
Post Office Drawer 1749, SC 29304-1749
Phone (864) 596-2049 - Fax (864) 596-2365

RFP Legal Notice

**Request for Proposal for a Five Year Consolidated Plan with First Year Annual Action Plan,
including a Market Study for the City of Spartanburg, Spartanburg, SC**

September 13, 2018

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting qualifications for a **Five Year Consolidated Plan with First Year Annual Action Plan, including a Market Study for the City of Spartanburg**. The participation of the City's representatives in this process is to help ensure that the final products meet the City's vision and priorities for the Community Development Block Grant (CDBG) program, HOME Investment Partnerships Program of the U.S. Department of Housing and Urban Development (HUD).

Proposal No: 1819-10-23-01

The City of Spartanburg, hereby, notifies all consultants that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The consulting service that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

Deliver one original, 2 printed copies, and a flash drive with one PDF document (with blank or clearly identified pages as tabs) of the required submittals in a sealed envelope or box clearly marked with the words "**Five Year Consolidated Plan**" to the following address:

Sealed Qualifications Due Tuesday, October 23, 2018 no later than 3:00 PM. Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical questions regarding the scope of services should be directed to Martin Livingston, Neighborhood Services Department, at the City of Spartanburg at 864-580-5323.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids.

**REQUEST FOR PROPOSAL
FOR
Five Year Consolidated Plan with First Year Annual Action Plan, including a Market Study for the
City of Spartanburg's Neighborhood Services
Spartanburg, South Carolina**

REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR THE PREPARATION OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2019-2023 CONSOLIDATED PLAN, MARKET STUDY FOR THE CITY OF SPARTANBURG, AND FIRST YEAR ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM

Overview

The City of Spartanburg is the most populous city in the seat of Spartanburg County, South Carolina, and the 12th-largest city by population in the state. The City of Spartanburg has a municipal population of 37,013, and Spartanburg County has an urban population of 180,786 as of the 2016 census.

Spartanburg is the second-largest city in the greater Greenville–Spartanburg–Anderson Combined Statistical Area, which has a population of 1,385,045 as of 2014. It is part of a 10-county region of northwestern South Carolina known as "The Upstate," and is located 98 miles (158 km) northwest of Columbia, 80 miles (130 km) west of Charlotte, North Carolina, and about 190 miles (310 km) northeast of Atlanta, Georgia.

The City of Spartanburg through the Neighborhood Services Department regularly removes unsightly buildings either through acquiring and rehabilitating existing houses or demolishing dilapidated buildings and constructing quality affordable single-family residences utilizing the CDBG and HOME grants. The result can attract families and businesses to the city.

The results of Consolidated Planning process, including needs assessments and analysis, yield the following priorities and objectives for the Five-Year Consolidated Plan:

Priorities:

- Removal of Slum and Blight
- Affordable Housing Development for Ownership Opportunities
- Owner Occupied Housing Rehabilitation
- Infrastructure Expansion and Improvement
- Code Enforcement and Rental Rehabilitation
- Construction and Expansion of Community Facilities
- Financial Literacy Training
- First Time Homebuyer Education
- Workforce Development and Training
- Promotion of Fair Housing

Consultants will coordinate closely with City of Spartanburg (City) staff to develop a five-year consolidated plan (The Plan) through a series of meetings and workgroups as described below. The participation of the City's representatives in this process is to help ensure that the final products meet the City's vision and priorities for the Community Development Block Grant (CDBG) program, HOME Investment Partnerships Program and that staff has the information necessary to assess progress and evaluate impacts on the community. Based on recommendations by the consultant team, City representatives will make final decisions concerning strategies, actions the City will take to address community needs, and the performance measures used to gauge progress.

The Plan will be developed using HUD's new IDIS-based e-Con Planning Suite. The Consultant team shall be aware and knowledgeable of the system and have attended all relevant HUD training webinars on the subject. HUD's IDIS-based e-Con Planning Suite provides data collection and a standardized template that will provide the basis for future Annual Action Plans by the City. This is to ensure with greater certainty that the City's planning process adheres to HUD's guidelines and vision. Consultants will utilize the con plan template to import all relevant data tables, narratives, charts, and maps into IDIS. CPD Maps will be used for spatial analysis and mapping, and where needed, ArcGIS will be utilized to create maps needed to supplement CPD Maps.

Below is a description of the major plan components that must be developed and compiled using the U.S. Department of Housing and Urban Development's Integrated Disbursement Information System (IDIS) to deliver the City a timely, quality and compliant Consolidated Plan.

Key Components:

Executive Summary: Consultant team members will meet on-site with City representatives to discuss the project, develop detailed schedules and collect necessary information, including, but not limited to, the City's existing consolidated plan, public housing authority's five-year plan, homeless Continuum of Care narrative, the City's comprehensive plan, fair housing plan and other relevant information from other local agencies. City representatives will be asked to identify and provide any other relevant data or information to ensure that all community needs, conditions, and resources are considered.

Demographic Data Collection: The consultant team will work with the City staff to develop a Community Profile, which will provide a general overview of the City of Spartanburg. This profile will consist of a historical overview, an overview of the present-day situation, some brief demographic and housing data, and an overview of current relevant policies. The historical overview will outline the history of the City of Spartanburg, including its foundation and important historical events. The present-day sketch will outline the City's employment situation and major employers, current urban development issues, recreational activities, and any successful development or redevelopment ventures. The demographic and housing section will give a brief overview of the current population of the City, including its ethnic and socio-economic makeup, as well as the current state of its housing situation, and land use issues. The policy section will outline any current City policies that might have an impact on affordable housing or the operation of housing agencies.

Citizen Participation: The consultant team will work with, the City of Spartanburg staff to schedule a minimum of three public meetings to gather information and feedback from citizens of the City of Spartanburg.

Housing Needs Assessment: The consultant team will utilize the recently completed Northside Redevelopment Initiative Assessment, as a starting point, for developing an updated housing needs profile specifically for the City.

Additionally, the consultant team will work with the City representatives to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously considered. After obtaining this information, the consultants will use it—along with the information gathered at the initial meeting, census data and other HUD resources—to develop a needs assessment for the City’s review and approval that may result in a Neighborhood Revitalization Strategy Area (NRSA) plan.

The needs assessment will meet all of the minimum requirements of 24 CFR Part 91 and will include an estimate of the housing needs within the City of Spartanburg, and the unincorporated areas of Spartanburg. The assessment will include the specification of such housing related needs such as; a discussion of specific housing problems, assessment of the specific needs of racial and ethnic groups, the extent of homelessness in the City of Spartanburg, the characteristics and needs of low income people, existing facilities such as outreach and assessment, existence of emergency shelters and services, estimates of the number of people requiring supportive services, and a description of supportive housing needs and a description of the agencies that provide the supportive housing services.

Housing Market Analysis: In cooperation with City representatives, the consultant team will develop a housing market analysis, using information from interviews, surveys, public hearings, census data, consultation with local lenders, realtors, appraisers, and related GIS software. Consultants will incorporate into this analysis an evaluation of the Cities’ housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of housing available to the disabled and to people with HIV/AIDS. In addition, the consultant team will provide a description of the number of housing units by income level and by type of household that currently receive assistance from local, state or federal programs and an assessment of whether any such units will be lost from the assisted-housing inventory.

The City is requesting a market study that identifies the number and composition of affordable units needed over the next five years based on the current and past growth rates of the City. Final reports will assume a 7% annual vacancy rate and a 3% annual increase in rents and income of families across the income spectrum. The consultant team will assume homeownership income for families at 60% to 80% AMI and renters at 30% and 60% AMI. The City is requesting the final report to assume the development of 500 units or whatever is determined feasible by a market study to develop units over 5 years in the following composition. All other assumptions will be based on need and market analysis developed by the successful firm.

	Bedroom Sizes			
Unit Types	Studios	1	2	3
Single Family Rental Units			50	50
Townhome Rental Units			25	25
Apartments Rental Units	50	50	100	100
SF Homeownership			25	25

Homeless Needs Assessment: Consultants will assist the City in providing a concise summary of the nature and extent of homelessness within the jurisdictions, (including chronic homelessness where applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, as well as the homeless subpopulations.

The summary will include the characteristics and needs of low-income individuals and children, (especially extremely low income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, the plan will include a description of the nature and extent of homelessness by racial and ethnic group. As part of the homeless needs assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This shall include, at a minimum, the local Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.

Non-homeless Special Needs including HOPWA: The consultants will update population data and review changes to existing programs and/or services. This will include an analysis of the number of persons in various subpopulations that are not homeless but may require housing or supportive services. That data may include the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, victims of domestic violence, and any other categories the jurisdiction may specify and describe their supportive housing needs.

Lead-based Paint Hazards & Remediation Programs: The consultant team will update any changes to Lead-based paint hazards remediation programs/practices. They will estimate the number of housing units that contain lead-based paint hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low income, low income, and moderate-income families. Since almost three-fourths of housing built before 1978 contains lead-based paint, it poses a serious risk to occupants, particularly pregnant women and children. The consultant team will furthermore identify and, based on local conditions, provide strategies to remove or abate lead-based paint in the City's housing stock.

Public and Assisted Housing Services & Facilities: The consultant team will provide an updated list of publicly operated or otherwise subsidized housing facilities, to include LIHTC Tax Exempt Bond Financing, CDC, CHDO, PHA, Section 8 HCV and otherwise subsidized housing facilities and programs. In cooperation with the public housing agency or agencies located within its boundaries; the consultants will describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries.

Non-Housing Community Development Initiatives: The consultant team will identify the City's priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services, and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives.

This shall include but be limited to the following: public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult or senior programs. This review shall also incorporate regional planning & economic development initiatives including but not limited to the following urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.

Barriers to Affordable Housing: This will be covered in the review of the Analysis of Impediments and where needed, sections will be duplicated for the Consolidated Plan.

Strategic Plan: The consultant team will develop a strategic plan that addresses the needs identified in the approved needs assessment and any existing City policies. The strategic plan must be consistent with the minimum HUD requirements as outlined in CFR 24 Part 91 as well as with other guidance issued by HUD. The strategic plan will detail the Cities' housing, homeless, and non-housing priorities for the next five years. Specific objectives and strategies will be developed that address stated priority needs. The City representatives will review and provide comments on the draft of the strategic plan, which the consultants will incorporate into the finalized version. The consultant team will obtain comments and direction on the draft strategic plan and discuss actions to implement the approved strategies. Consultants will compile or develop maps using information from the Cities' resources or related GIS software. Specifically, the consultants will identify and illustrate concentrations of various needs for housing, community development, and homeless services. In addition, the team will illustrate the location of essential services, historic areas, unsafe areas, and areas that are environmentally sensitive and those that offer recreation or other amenities to the community. The consultants will also identify and show areas of minority concentration and will describe the adequacy and accessibility of facilities and services to various areas throughout the City.

First Year Annual Action Plan: The consultant team will develop the Annual Action Plan that supports the objectives and strategies outlined in the previous assessments and analyses. Specific benchmarks/performance measures will be developed so that the City and HUD will be able to assess and evaluate Spartanburg City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the annual action plan, which the consultants will incorporate into the finalized version.

Final Report: The consultant team will combine all of the above consolidated plan elements and prepare additional elements as necessary or required by HUD's regulations and guidance. The draft plan will then be presented for public review. Comments received on the draft plan will be incorporated into the finalized consolidated plan, which will be presented to Spartanburg City Council for approval.

The plan will reflect a citywide approach, focusing on the city limits of Spartanburg. Adequate and appropriate performance measurement of the City's CDBG & HOME funded projects, developed in collaboration with the Project Committee, will be incorporated into the plan.

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SECTION I – PROJECT DESCRIPTION

PROPOSED PROJECT

The City of Spartanburg (“the City”) is soliciting proposals for consulting services from individuals or firms with expertise and understanding of the U.S. Department of Housing and Urban Development (HUD) as it relates to the Community Development Block Program (CDBG) for the development of a Consolidated Plan (CONPLAN) as required by HUD. The City is an entitlement jurisdiction and receives an annual CDBG allocation of approximately \$620,000, and \$155,000 for the HOME grant directly from HUD. The proposal will highlight the consultant’s capability to develop a five-year CONPLAN that will establish goals and strategies for housing and community development in the City for 2019-2023 ending June 30, 2023.

A copy of the City’s 2014-2018 CONPLAN is available on the City’s website: cityofspartanburg.org. Staff will provide a copy of the City’s internal CDBG Policies and Procedures Manual to the selected firm. The target start date and term for the proposed services is August 2018 through May 15, 2019, subject to negotiation of a final agreement.

SECTION II – SCOPE OF WORK

Consultants should respond to this RFP with a statement of qualifications for the following services. The following descriptions identify the minimum scope of services that may be provided by a qualified consultant or consulting team.

SCOPE OF WORK

Five Year CONPLAN

The required work is outlined in a document entitled, “Guidelines for Preparing a Consolidated Plan Submission for Local Jurisdictions.” Guidelines for preparing a Consolidated Plan may be found on the HUD website at: <https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-process-grant-programs-and-related-hud-programs/>.

The required work must follow any and all amendments and updates, such as utilizing the HUD’s Office of Community Planning and Development (CPD) eCon Planning Suite, including the Consolidated Plan template in IDIS Online and the CPD Maps website. The eCon Planning Suite is designed to support grantees and the public to assess their needs and make strategic investment decisions by providing better data and tools and by creating a seamless planning and grants management framework. Overview information is available here:

<https://www.hudexchange.info/programs/consolidated-plan/>.

The Consultant will review and tabulate data and information supplied by the City, HUD, the U.S. Census Bureau, sub-grantees, and input from citizens to complete the required CONPLAN components per the HUD regulations including all required charts, tables, maps and final input into IDIS.

SECTION III – QUALIFICATIONS CONTENTS, PROVISIONS AND REQUIREMENTS

CONSULTANT QUALIFICATIONS

The following lists the minimum qualification requirements of the respondent(s):

- ✓ At least 5 years of experience providing similar consulting services
- ✓ At least 3 references of clients currently/previously served; at least one of the references to be a city
- ✓ Familiarity with HUD's eCon Planning Suite
- ✓ Knowledge of :
 - ✓ CDBG Regulations
 - Consolidated Plan Regulations
 - City planning principles
 - Methods of data collection, analysis and summarization (in narrative and graphic formats)
 - Various housing and community development resources and governmental agencies
- ✓ Past experience preparing Consolidated Plans using the eCon Planning Suite

Submission Requirements

Proposals should include the following information:

- ✓ Cover Letter, signed by the person authorized to bind the firm into an agreement
- ✓ Complete legal name, address, telephone number, email address
- ✓ DUNS number, and Tax Identification Number
- ✓ Business organization including the date established, number of employees, and brief history of the firm.
- ✓ Statement of qualifications included description of approach the Consultant will employ in carrying out the work described in the Scope of Services
- ✓ Proposed time schedule for the Consolidated Plan, first year Annual Action Plan, and Market Study. Review of the City's internal CDBG Policies and Procedures Manual, including target dates for public participation, community forums, and community outreach, city council meetings.
- ✓ At least three (3) references of past clients with similar Scope of Services conducted and the period that was involved to complete the client's projects. Include company name, address, contact name, and phone number
- ✓ Proposed budget for complete project and hourly rate for staff person(s) (by staff position/position/title).

The specification, or because of any misinformation or lack of information. Nothing contained in this RFP shall create any contractual relationship between the consultant and the City of Spartanburg. The City accepts no financial responsibility for costs incurred by any consultant in responding to this RFP. The City of Spartanburg has the following prerogatives with regard to proposals submitted:

- ✓ To award all or part of the project at its discretion
- ✓ To adopt any or all parts of a proposal

- ✓ To accept or reject any or all proposals
- ✓ To utilize any or all ideas from proposals submitted
- ✓ To request additional information for the purposes of clarification
- ✓ To correct any arithmetic errors in any or all proposals submitted
- ✓ To change the deadline for submitting proposals upon appropriate notification to all consultants receiving the RFP
- ✓ To accept or negotiate any modifications to the scope and fee of any proposal following the deadline for receipt of all proposals and prior to contract award
- ✓ To waive any irregularity or any non-conformity of proposals with this RFP, whether of a technical or substantive nature

Description of Submission Requirements

This solicitation is requesting professional qualifications to prepare a **Five Year Consolidated Plan with First Year Annual Action Plan and Market Study for the City of Spartanburg**. It is the intent to select one consulting firm, based on qualifications and enter into negotiations with the selected firm for the development of the planning documents. The following schedule has been developed for the processing of this RFP. It should be noted that the dates listed are estimated and may be changed via an addendum to this solicitation.

SELECTION SCHEDULE	ESTIMATED DATE
Availability of RFP Package	September 13, 2018
Deadline for Submission of Questions	October 4, 2018
Issuance of Response to Questions (Addendum)	October 11, 2018
Proposal Due Date and Time	October 23, 2018 At 3:00 PM

Citizen Participation

Public outreach services are needed in order to assist City Staff in gathering and summarizing stakeholder input as part of the planning process. Coordinate efforts with City staff to engage the general public, residents of city neighborhoods, businesses owners and other interested parties to participate in the planning process. Public outreach services may include, but are not limited to;

1. Developing an outreach strategy for stakeholders to encourage maximum participation among the many potential stakeholders, partners, organizations, businesses and residents of the area; and

2. Participation in community outreach activities including stakeholder interviews, steering and advisory committees, public workshops, events and public hearings to identify issues, concerns, and opportunities, and to solicit information and input for the Plan.
3. Provide a public outreach plan that describes the number of meetings, types of meetings or interactions with individuals, groups, and stakeholders.

SECTION IV – PROCUREMENT PROCESS

Qualifications received in response to this solicitation will be evaluated using the following process:

EVALUATION CRITERIA, SELECTION PROCESS, PROPOSAL TABULATIONS/NOTIFICATIONS

The City will review and evaluate each qualification and proposal submission. The City reserves the right to obtain clarification or request additional information, including an interview with up to three firms. Proposals will be evaluated and ranked according to the following criteria:

<i>Criteria</i>	<i>Points</i>
Understanding of the project and scope of services	40
Experience of the consultant team in the disciplines directly relevant to the project and scope of services	40
Proposed budget and fee structure	20

Maximum Score: 100

Selection

Following an evaluation of the proposals, it is expected that a preferred consultant will be selected for recommendation to the City Council. After a mutually acceptable contract between the City and the selected consultant has been negotiated, it will be submitted for approval to the City Council.

If the City and selected consultant cannot agree on a satisfactory contract, the City reserves the right to terminate negotiations. The City may then negotiate an agreement with the consultant which ranked second.

The City reserves the right to reject any and all proposals. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

PART V – CONTRACTING REQUIREMENTS AND GENERAL CONDITIONS

Conflict of Interest

a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:

1. Respondent may have an unfair competitive advantage; or

2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.

b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.

c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.

d. The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.

e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.

f. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg in writing specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.

Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City of Spartanburg. Claims for sums of money due, or to become due from the City of Spartanburg pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of Spartanburg is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City of Spartanburg and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Spartanburg harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City of Spartanburg harmless in every respect against tax liability.

Proof of Liability Insurance

The successful firm shall furnish to the City of Spartanburg a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force with the City of Spartanburg for the duration of the contract and no less than one year thereafter.

Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by the City of Spartanburg to comply with all Federal, State and local law reporting requirements.

Nondiscrimination

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered activity. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City of Spartanburg shall be addressed as provided in the contract.

Cancellation

Irrespective of any default hereunder the City of Spartanburg may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

Laws

The laws of the State of South Carolina and applicable federal law shall govern the contract.

Contract Documents

Written contract documents will be prepared by the City of Spartanburg. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular RFP.

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

Deliver one original, 2 printed copies, and a flash drive with one PDF document (with blank or clearly identified pages as tabs) of the required submittals in a sealed envelope or box clearly marked with the words “**Five Year Consolidated Plan**” to the following address:

Carl Wright
Procurement Manager
City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

Addendum and Update Procedures for the RFP – During the period of advertisement for this RFP, the City of Spartanburg may wish to amend, add to, or delete from, the contents of this RFP. In such situations, the City of Spartanburg will issue an addendum to the RFP setting forth the nature of the modification(s). The City of Spartanburg will email and/or fax the addendum to all entities receiving a copy of this RFP directly from the City of Spartanburg, as well as post any addenda on the City of Spartanburg website.

Response Format – All responses shall be submitted in 8 ½ X 11-inch format, preferably in 3 ring binders. Larger size pages or inserts may be used provided they fold to 8 ½ X 11 inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal to facilitate internal duplication of the submittal. Responses shall be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the response. Organize the response in response to the Submission Requirements, taking care to address all issues identified in the Scope of Services. The front cover of the response shall bear the name of the RFQ, the date, and the respondent’s name, address, phone and fax number. All proposals shall not exceed twenty five (25) pages not including tabs, exhibits, and addendums.

Submittal Forms – Provide, as a part of the response, all required certifications on forms included in this RFP. Each form that requires signatures must bear an original signature.

Acceptance of Responses – Responses must be signed, sealed and received in completed form at the City of Spartanburg property and Procurement Office located at 145 West Broad Street, Spartanburg SC 29304 no later than the response submission time and date. Unsealed responses will not be accepted. Responses submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the originator. The City of Spartanburg reserves the right to accept or reject any or all responses, to take exception to these RFP specifications, or to waive any formalities. Respondent may be excluded from further consideration for failure to fully comply with the specifications of this RFP.

Time for Reviewing Responses – Responses received prior to the due date and time will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no response received thereafter will be considered. Responses will not be publicly opened. Responses once submitted become the property of the City of Spartanburg.

Withdrawal of Responses – Responses may be withdrawn on written request dispatched by the respondent in time for delivery in the normal course of business prior to the time fixed for receipt, provided that written confirmation of any telegraphic withdrawal over the signature of the respondent is placed in the mail and postmarked prior to the time set for response opening. Negligence on the part of the respondent in preparing its response confers no right of withdrawal or modification of its response after the due date and time.

Certification of Legal Entity – Prior to execution of the contract agreement, the respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under laws of the State of South Carolina.

Costs Borne by Respondents – All costs related to the preparation of this RFP and any related activities are the responsibility of the respondent. The City of Spartanburg assumes no liability for any costs incurred by the respondent throughout the entire selection process.

Best Available Data – All information contained in this RFP is the best data available to the City of Spartanburg at the time the RFQ was prepared. The information given in the RFQ is not intended as representations having binding legal effect. This information is furnished for the convenience of respondents and the City of Spartanburg assumes no liability for any errors or omissions.

Respondent Responsibilities – Each respondent is presumed by the City of Spartanburg to have thoroughly studied this RFP and become familiar with the package's contents and the location, nature, etc. of the sites covered by the RFP package. Any failure to understand completely any aspect of this RFP or the proposed sites is the responsibility of the respondent.

INCOMPLETE BID INFORMATION OR UNSIGNED BIDS WILL BE REJECTED IMMEDIATELY WITHOUT RECOURSE.

Tables

Table A – Complete Table A, Fee Schedule

Table B – Complete Table B, Equipment

Table C – Complete Table C, References

Exhibits

Exhibit A Immigration Reform Act: Read and Sign

Exhibit B Insurance Requirements: Winner will provide COI

Exhibit C Corporate/ Company Resolution : Read and Sign

Exhibit D Affidavit of Non Collusion Read and Sign

Exhibit E Good Faith Efforts Read and Sign

Table A



FEE SCHEDULE

**Five Year Consolidated Plan
with First Year Annual Action
Plan, including a Market
Study**

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304
Email:
cwright@cityofspartanburg.org

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

COMPANY NAME: _____

**MY PRICE FOR: Five Year Consolidated Plan with First Year Annual
Action Plan, including a Market Study**

**AT THE LOCATION: Neighborhood Services Department, City of
Spartanburg**

SERVICES	Bid Amount
Five Year Consolidated Plan with First Year Annual Action Plan	
Market Study	
TOTAL BID/PRICE:	

I agree to complete work plan within the agreed schedule.

Company Name

Owner/ Agent

City

State

Federal ID No. or SS

SIGNATURE OF PROPOSERS

REPRESENTATIVE Email Address

Office Tel. No

Cell No.

DATE

TABLE B

EQUIPMENT

I certify that I own sufficient equipment to complete this project and will not hire a sub-contractor to complete any work.

Company Name

Consultant/Owner Signature

Date_____

Table C

Consultant References

List only references you have completed work for in the last five (5) years.

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Company Name: _____ Federal ID or SS# _____
Street Address: _____ Telephone #: _____
City, State, Zip: _____ Fax #: _____

Exhibit A Immigration Reform Act:

Read and Sign

Contractor agrees to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S.C. Code Ann., § 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same.

I _____

Contractors Name

certifies that it is compliant with the South Carolina Eligible Immigration Reform Act by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employing only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state which has been deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as South Carolina. By the signature below, the Contractor (Subcontractor, etc.) agrees to provide the City with documentation to establish the applicability of the Statute to the Contractor and by the signature below, certifies that it is compliant with the Statute with all regards. This certification and the requirements of this Statute require that the Contractor verify the hiring eligibility of its employees before and during the Project.

Name of Contractor (Subcontractors, etc.) _____

Contractor Signature _____

Date _____

Exhibit B

Insurance Requirements

Winner will provide COI

CITY OF SPARTANBURG INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS

Revised July 1, 2016

NOTE: DO NOT BID ON THIS PROJECT IF YOU CANNOT MEET THE FOLLOWING INSURANCE REQUIREMENTS

CONTRACTOR'S/VENDORS LIABILITY AND OTHER INSURANCE: The Contractor/Vendor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor/Vendor operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed/volunteering by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

Automobile Liability: The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

Commercial General Liability: The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

Property Insurance including Builders Risks-Property coverage will name the City of Spartanburg as loss payee in instances where the City has an interest in the property unless otherwise requested.

Workers' Compensation and Employer's Liability – This coverage shall meet the **STATUTORY requirement of the State of South Carolina.** Employers Liability shall be in the amount of \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

Employers Liability: Each Accident - \$1,000,000; Disease each employee - \$1,000,000; Disease Policy Limit - \$1,000,000.

"This is part of Workers' Compensation coverage"

Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD

This coverage should be required for high hazard operations including excavation, roofing, water tower installation, painting, repair and removal, large construction projects. Should also consider for certain high hazard special event activities such as fireworks displays, inflatables, mechanical rides, etc.

Professional Liability: Per Occurrence - \$1,000,000; Aggregate - \$1,000,000

This coverage should be required for professional services such as accountant, attorneys, architects, design, engineering and most consultants.

The Contractor/Vendor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the City thirty (30) days advance notice by registered mail.

The City of Spartanburg, its employees, and agents shall be named as additional insured under the Contractor/Vendor's general liability policies.

The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor/Vendor from providing full insurance coverage on all phases of the project/event, including any that is sublet.

When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency.

Cancellation and Re-issuance of Insurance: If any insurance required to be provided by the Contractor should be canceled or changed by the insurance company or should any such insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.

Failure of the Contractor/Vendor to maintain continuous coverage as specified herein will result in this project/event being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.

All coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.

****All emailed Certificates of Insurance can be forwarded to:**
kbooker@cityofspartanburg.org

**** All Certificate of Insurance submitted via postal mail can be sent to:**

City of Spartanburg
145 W. Broad St.
Spartanburg, SC 29306
Attn: Kenneth Booker

Exhibit C
Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN
CONTRACT WITH SPARTANBURG CITY

WHEREAS, _____ will or has submitted a bid/proposal to Spartanburg City
of Spartanburg for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good
or services to Spartanburg City of Spartanburg ; and

WHEREAS, _____ Type of Organization is :

Check the applicable box):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporate entity (not tax-exempt)
- ☐ Corporate entity (tax-exempt)
- ☐ Government entity (Federal, State or Local)
- ☐ Other _____

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing
body) of _____ does hereby approve and authorize _____ (Name of
Individual) to execute a contract with Spartanburg City of Spartanburg in an amount not to exceed
\$_____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

NAME OF ORGANIZATION [_____]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibits D
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary

My Commission Expires: _____

Exhibit E
GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

City of Spartanburg, hereby, notifies all consultants that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM ALL ELEMENTS OF THE WORK PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

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

Notary Signature _____

Notary Seal

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

Exhibit E

MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and ***included in your bid document.*** This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

BID NO:	DATE:
PROJECT NAME:	
PRIME CONTRACTOR:	ADDRESS:
CONTACT PERSON:	CITY: STATE:
TELEPHONE: ()	EMAIL:
	FAX: ()

MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	%
Total Contract Amount						\$	

MWBE CLASSIFICATION			
MBE-B - African American	MBE-S - Asian American	MBE-H - Hispanic	
American WBE - American Woman	MBE N/A - Native American		

NON-MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	%
Total Contract Amount						\$	