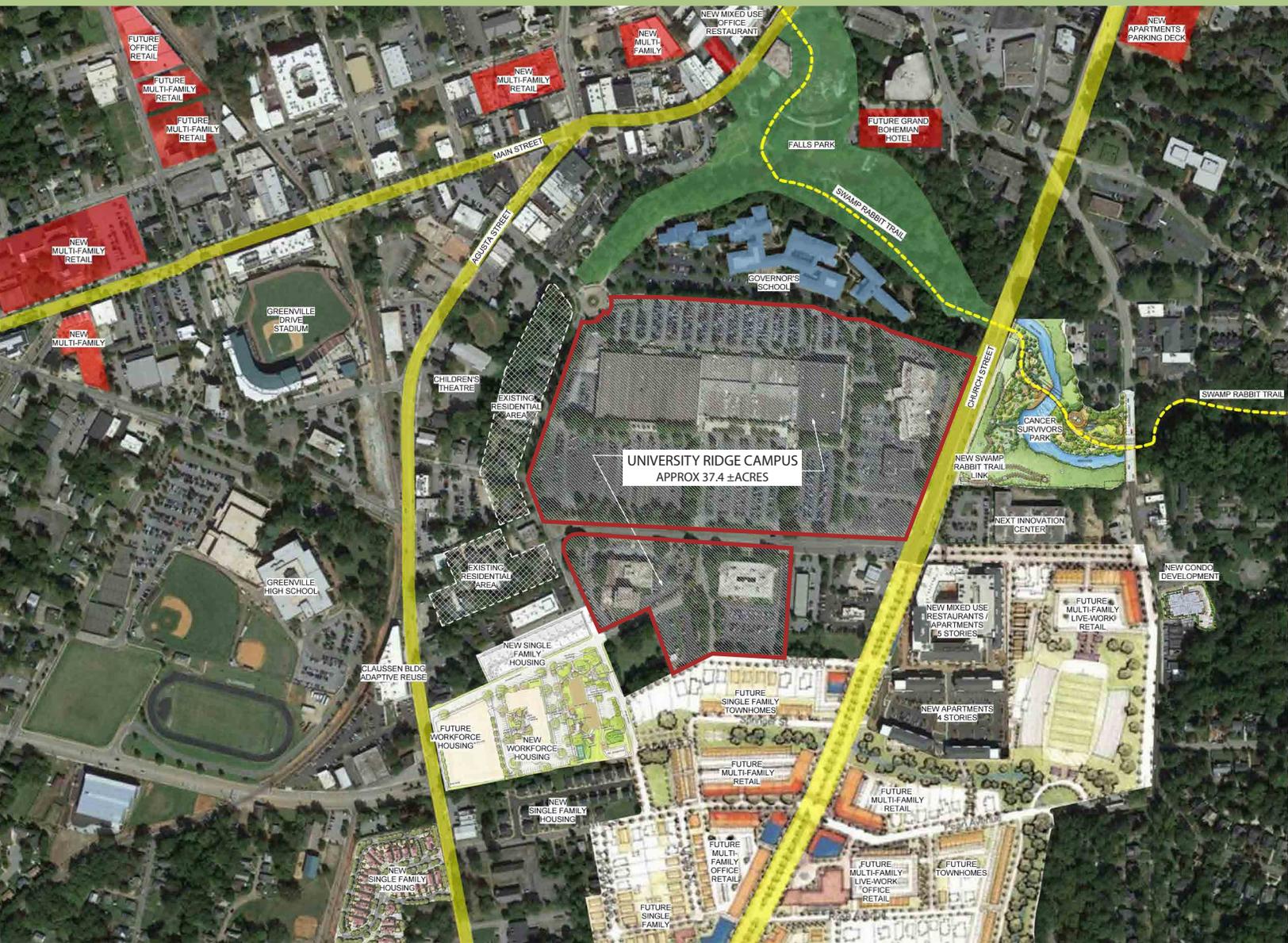




University Ridge Development

Request for Development Proposals for 37.4± Acres on University Ridge in Downtown Greenville, SC



Posted on January 24, 2017
Proposal # 45-04/06/2017
University Ridge Development

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**Top 10 Micro American
City of the Future**

- *fDi Magazine*

**Top 10 City Where
Business is Thriving**

- *Entrepreneur*

**Falls Park on the Reedy:
Top 10 Park in the US**

- *Trip Advisor*



Introduction:

Greenville County is seeking a partner in the largest in-fill economic development initiative to take place in award-winning Downtown Greenville's recent history. The County is requesting sealed proposal submissions from qualified real estate development teams to strategically acquire, demolish, and redevelop up to 37.4± acres of County government owned property located on University Ridge in the City of Greenville, South Carolina. In addition to detailing a stunning, intensive mixed-used development for the entire site, proposals shall include a detailed scheme for the location and possible construction of a new County government administrative office facility on the identified property. This selection process includes two phases:

Phase I. Submittals will be judged upon the criteria listed below for strength of responsiveness, detailed planning, approach and understanding of the objective, abilities of the development team, experience and references, projected time frame, and overall value to the County.

Phase II. Top candidates based upon the selection criteria put forth in Phase I will be invited to present all aspects of their development proposals to the County. Further instructions for Phase II criteria will be provided upon notification of advancement.

Development proposals shall allow for the replacement of an administrative office facility prior to demolishing the current structure and developing the remainder of the site to complement and enhance economic development investment and functionality within the vibrant downtown urban setting. Plans could include the design and construction of the County government facility by the successful development team to complement the remainder of the site or allow the County to design and construct a facility on site independently of the development team. Adequate investment intensity, connectivity to the City of Greenville's downtown, traffic control, and parking is essential to the success of the site development plan.

For more detailed information about the University Ridge properties, including aerial photos, topography, surveys, environmental studies, etc., please visit www.UniversityRidgeDevelopment.org.

Development Highlights:

The primary objectives for the development of the County's University Ridge campus are as follows:

- **High Quality Development and Management**
- **Intensive, High Density Urban Land-Usage**
- **Aesthetically Striking and Appealing Urban Building, Hardscape, and Landscape Design**
- **Thoughtful Consideration for the Replacement of a County Administrative Office Facility**
- **Connectivity to Downtown Greenville, Adjacent Parks, Trails and Surrounding Properties**
- **Distinct Sense of Place, Including Walkability, Greenspace and Public Gathering Spaces**
- **Adequate Parking and Vehicular and Pedestrian Traffic Circulation**
- **Significant Positive Community Impact**

Greenville County, South Carolina

Continually recognized for its exceptional business climate and superior quality of life, Greenville, SC has much to offer. As a warm southern community with a diverse economy and an abundance of amenities, it is no wonder that Greenville is consistently ranked one of the nation's top places to do business and best places to live. Greenville is a mid-sized metro area with a low cost of living, mild climate, exceptional healthcare, award-winning school system, and an overall quality



#2 Best City in America to Start a Business In

-Xome

Greenville Metro Area: No. 6 for "America's Engineering Capitals"

-Forbes

Upstate SC, Top Destination for Foreign District Investment

-2013 Global Location Trends

of life that is unmatched.

Greenville County is comprised of nearly 790 square miles located at the base of the Blue Ridge Mountains in northwestern South Carolina along the I-85 corridor. Situated neatly between Atlanta, GA, and Charlotte, NC, the County's current population is just under 500,000 residents, and is forecasted to grow to nearly 655,000 residents over the next two decades. Greenville County is positioned within the Carolina Piedmont megalopolitan area that extends throughout the Carolinas along the I-85 corridor and around the growth of Charlotte and Raleigh. Further down I-85, the Georgia megalopolitan area emanates out of the Atlanta metro area. Greenville County is the marketing center for the nine counties within the upstate Piedmont region representing the highest retail sales in the State. More information about Greenville County can be found at www.UniversityRidgeDevelopment.org.



As South Carolina's largest county, Greenville offers the appeal of a big city with small-town hospitality that is hard to find elsewhere. Growth rates have averaged more than 2.1 percent per year since 2000. Greenville's extensive public school system, private and specialty academic institutions, and higher-learning institutions provide access to high-quality **educational opportunities**. The area's two major hospital systems offer high-level **medical care**, with services such as a level-one trauma center and cancer centers. Greenville is also home to a number of other healthcare facilities.

A key feature of the Greenville area is its exceptional **accessibility**. The region is served by a network of major highways, the Greenville-Spartanburg International Airport, several smaller airports, and Amtrak. A low **cost of living** is one of Greenville's primary advantages over other, similarly-sized areas and contributes to its appeal as an inviting destination for living and working. Greenville strives to promote racial, religious, and cultural **diversity**. The region is home to a variety of worship centers, cultural festivals, and programs such as the Diversity Leaders Initiative.

Recognized again and again as one of the country's best places to do business and one of the top places to live, Greenville, SC has received **accolades** from a variety of publications for features such as affordability, economic stability, and overall lifestyle.

Site Background:

The County seat, commonly referred to as "County Square," is located at 301 University Ridge on Downtown Greenville's highest elevation overlooking the Reedy River and the popular Falls Park within the heart of the City of Greenville and one block off of Main Street. In addition to County Square, the County also owns 300 University Ridge and 302 University Ridge on the western side of the street, which, at developer discretion, could also be included in the acquisition and site planning. In total, the County's University Ridge campus currently includes approximately 37.4 acres comprised of three (3) distinct parcels as illustrated in the following graphic. For a better view of the parcels and topography, please visit www.UniversityRidgeDevelopment.org.

- A. Parcel A--301 University Ridge (Tax Map # 0069000300300, # 0069000300301, and # 0069000300303) is comprised of 30.443± acres, including three (3) physical structures totaling more than 400,000 square feet of building space and 1,565 parking spaces. This parcel houses County administrative offices, some 3rd party tenant space on annual lease agreements, and some State government social services, including a separate Family Court facility.



America's Greatest Main Streets

-Travel & Leisure

Downtown Greenville Great American Street Award

-National Trust for Historic Preservation

Top Ten America's Best Downtowns

-Forbes



University Ridge Property & Topography

Additionally, a single-party lessee, Cobb Tire, occupies a small separate facility on the parcel, which is on an annual lease renewal agreement. Tax Map # 006900300301 is the site of a removed gas station. All known environmental studies are available at www.UniversityRidgeDevelopment.org.

- B. Parcel B--302 University Ridge (Tax Map # 0091010200100, 0091010700100, and 0091010700200,) is comprised of 3.719± acres, including one 77,344 square foot building currently housing the State's Greenville County Health-Department and its regional administration offices. The site also boasts 162 parking spaces.
- C. Parcel C--300 University Ridge (Tax Map #0091010100100)—is comprised of 3.347± acres, including 48,596 square feet of leased office space. The building leases currently include a General Services Administration (GSA), Office of Hearing and Appeals Court, a South Carolina Department of Motor Vehicles (SCDMV) office, and a lawfirm servicing the federal court operation. More information on leases can be found at www.UniversityRidgeDevelopment.org.



Top 4 Best Places to Raise a Family

-Market Watch

Top 10 Places to Live in 2016

-Men's Journal

#7 Best in the US to Visit in 2015

-Lonely Planet

Current Land Use for the University Ridge Campus Properties

| Parcel | Mailing Address | Tax Map ID | Land-Use |
|--------|----------------------|---------------|-------------------------------|
| A | 301 University Ridge | 0069000300300 | 421 Office General |
| | | 0069000300301 | 6800 Commercial Vacant |
| | | 0069000300303 | 332 Automotive Service Center |
| B | 302 University Ridge | 0091010200100 | 421 Office General |
| | | 0091010700100 | 1180 Residential Vacant |
| | | 0091010700200 | 371 Parking Lot |
| C | 300 University Ridge | 0091010100100 | 421 Office General |

Downtown Greenville is Upstate South Carolina’s largest central business district, and is the result of more than thirty (30) years of strategic public-private partnerships mixed with sound planning principles. The redevelopment has evolved around a vision for a thriving community in which numerous opportunities exist to live, work, and play.

The pre-eminent business center of the Upstate, Downtown Greenville accounts for over one-third of the total office space in the Greenville-Spartanburg metropolitan area with over 3 million square feet. It is one of the area’s most popular dining and entertainment destinations with over ninety (90) restaurants and pubs clustered around Main Street, offering a wide variety of options for all tastes and the location of numerous cultural and arts experiences. At the center of it all sits Greenville’s award-winning Liberty Bridge in stunning Falls Park, which surrounds one of the state’s best natural waterfalls with beautifully designed urban walking and biking trails.

Entertainment abounds for all interests in Downtown Greenville. Cultural arts enthusiasts will enjoy the Peace Center for the Performing Arts, the South Carolina Governor’s School for the Arts and Humanities and **Heritage Green**, an urban arts and cultural campus including the Greenville County Art Museum, Greenville County Public Library, Museum and Gallery at Heritage Green, Upcountry History Museum and Children’s Museum of the Upstate, as well as a number of private galleries and theater venues. Additionally, there is fun for the whole family with many parks, the Greenville Zoo, Bon Secours Wellness Arena, and Fluor Field, home to the Greenville Drive, the Boston Red Sox’s minor league baseball team. Not surprisingly, this well-rounded character has made Downtown Greenville a top “Micro American City of the Future,” and one of the most desirable residential districts in and around the Greenville Community.

University Ridge served as the campus of Furman University before the school moved out of downtown in 1961. The gracious campus was redeveloped into a one-story shopping mall and movie theater surrounded by surface parking lots. The historic alignment of University Ridge as it meandered from Cleveland Street through the site to the West End has since changed, and with the demise of the shopping center, the buildings were renovated into county offices and a family court. Over the past three decades, these facilities have undergone countless renovations and movement of services to accommodate growth and resident service needs.

County Square administrative functions and third party tenants currently account for nearly 400 daily administrative personnel, a number expected to increase to 500 personnel by 2035, and draw more than 400,000 annual visitors to the University Ridge campus throughout the business day and to early evening meetings. Options to share parking and stagger employee leave times could be explored to improve traffic flow or patronage of other development attractions.

Additionally, two decades ago, the County granted a little over nine (9) acres on the northern portion of the property facing Falls Park to the South Carolina Governor’s School for the Arts and Humanities, a highly regarded public residential high school which has grown to be a noted landmark within Falls Park and the West End of Downtown Greenville.



13th Best City for Young Adults

-Forbes

#3 Strongest Job Market

-Bloomberg Businessweek

10 Fastest Growing US Cities

-CNN

outdated facilities at Greenville County Square no longer adequately serve the needs of County services. Opportunities exist to improve County functions while maximizing the potential use of this large, centrally located acreage in the heart of downtown commerce.

For more detailed information about the University Ridge properties, including aerial photos, topography, surveys, environmental studies, etc., please visit www.UniversityRidgeDevelopment.org.

Content of Responses:

- A. Introductory Statement**—The development team’s master developer should include a letter of transmittal attesting to the response’s accuracy and detailing the individual authorized to execute binding legal documents. The letter should include the master developer’s contact information as well as a synopsis of the team’s understanding of Greenville County’s project goals and the resulting summary of development approach. All responders must include a signature page which includes the original signature of the responder’s representative, responder name, address, phone, fax and email.
- B. Work Plan**—Identify a schedule and deliverables to match the scope of work identified in the proposal. Work plans should demonstrate a clear understanding of the County’s goals and the comprehensive project, as well as innovative, creative thinking put forth in the redevelopment design.
- C. Developer Feasibility Study**—Plans should include a development feasibility study which provides the methodology and feasibility of the development plan. Identify the research to be conducted in determining highest and best use for the property, the proposed location of a new County administrative offices facility, *View Facing Church Street* and the development for the remaining urban area, including market analyses and a proforma indicating the potential jobs and revenue generation of a planned site.
- D. Alternative Financing Models**—Identify financing models that support a fiscally sound and feasible development project within the proposed timeline. Developers should be specific in their methodology for costing and financing options. The County welcomes creative thinking in financing this development project; however, developers should demonstrate a clear capacity to complete the project within the proposed timeframe.
- E. Qualifications**—Qualifications should include a minimum of three (3) examples, including references of projects similar in size and scope completed on time and within budget. Teams should list the client, project location, original construction budget, final construction cost, projected construction duration, actual construction duration and members of the responding development team responsible for each project. Evidence of continued quality management and success of developments post construction is preferred.



Teams should comprise a master developer and a team of inclusive disciplines necessary for a mixed-use intensive project, including but not limited to economic market research, architecture, urban design, engineering, and developing expertise requisite for the site master plan. Joint venture teams should clearly identify all parties (including sub-contractors) and the role of each organization, as well as identify the project lead for the team.

Resumes and examples of similar work should demonstrate capabilities to perform work of similar size and scope



Top 5 Places to Retire

-AARP

Best Places for a Working Retirement

Forbes Magazine, 2013

Top 10 Most Affordable Cities

-RelocateAmerica

on time and within budget. A master developer and key team members should be clearly identified, including a description of key roles within the team.

References should include name, title, address, phone number, and the business relationship to the designated contact person. Inclusion of other pertinent information such as recognition or commendation for design or construction is encouraged. Joint venture teams should include examples from each organization, and if possible, successful examples of other joint ventures.

- F. Capability and Capacity**—Proposals should include a statement from the development team confirming the ability to successfully undertake the project within projected deadlines. Developers must be able to secure development commitments and should demonstrate the team’s financial capacity to undertake the proposed real estate acquisition and development transaction(s) and timeline.
- G. Public/Private Partnership**— Proposals should detail the level of development intensity and anticipated public investment requisite of the site plan. Depending on the level of intensity of the development and investment within the community, the County may utilize tax incentives to participate with some of the necessary public infrastructure improvements.
- H. Requirements of Greenville County**— Proposals should detail any anticipated requirements of Greenville County including data, research, mapping, or other foreseen requirements. Greenville County will provide to the selected developer good marketable title free and clear of all liens and encumbrances for any negotiated land sales.

Evaluation Criteria

Responses will be evaluated based on the development teams’ vision for the University Ridge property and their ability to meet the performance requirements of this proposal. Responses will be assessed to determine the most comprehensive, competitive and best value solution for the County based on the criteria listed below. A score sheet is included at the end of this document as Attachment A and will be used to score each response.

- A. Responsiveness to the proposal, the outlined scope of work and intensity of the site development.
- B. Overall strength of the proposals put forth in detailed planning.
- C. Approach and understanding of the objective: quality and applicability.
- D. Ability, capacity, skill, reputation, and expertise of the firm and staff team to perform the services required.
- E. Experience and references.
- F. Time frame.
- G. Best Value to Greenville County.

This RFP is subject to the Greenville County Terms and Conditions which are included herein as Attachment B.

Anticipated Project Schedule:

| | |
|--------------------|---|
| January 24 | Advertise Proposal |
| February 9 | Pre-Submission Conference |
| February 16 | Deadline to Submit All Questions |
| February 24 | Responses to All Submitted Questions Posted |
| April 6 | Responses Due |
| April 27 | Evaluation of Responses |
| May 25 | Top Candidate Presentations |
| June 1 | Award |



America’s 2nd Best Town Ever

-Outside Magazine

Top 15 Most Scenic Destinations on the East Coast of the US

-Trip Advisor

Top Six 2015’s Hottest New Vacation Destinations

-CBS News

Response Instructions:

- A. Include six (6) printed, bound copies, one (1) unbound original with original signatures, and one (1) electronic copy.
- B. All Responses are considered to be valid for six (6) months from proposal due date.
- C. Submit all questions in writing to development@greenvillecounty.org by February 16 at 3:00 pm EST. All questions will be collected and issued in one document on www.UniversityRidgeDevelopment.org by February 24 at 3:00 pm EST.
- D. A pre-submission conference for questions and a tour of the property will be held at 301 University Ridge, Suite 400 on February 9 at 2:30 p.m. Attendance at this conference is optional.
- E. Sealed responses should be received by mail by 3:00 pm EST on **April 6, 2017**. Late proposals will not be accepted. Mail to:
*University Ridge Development
301 University Ridge, Suite 2400
Greenville, SC 29601*
- F. For a complete list of all terms and conditions, please refer to Attachment B -- Terms and Conditions.
- G. Any addenda posted to this proposal will be available at www.UniversityRidgeDevelopment.org.



View Facing Northwest from 302 University Ridge

Scope of Work:

A. Site Development and Management Plan

Put forth a site development plan for 301 University Ridge (Parcel A) which includes acquisition, demolition, and redevelopment of the current County Square property. The development plan should include highest and best use proposals for the entire site, mixed-use and urban design plans, market-based demand research, and predicted infrastructure improvements, as well as use and impact analysis for current and likely future County operations. Plans should also detail the best site and building design plan to allow for a new Class-A County administrative office facility to be built prior to demolishing the existing structure and for the remainder of the property to be developed accordingly.

While all plans will be considered, it is the preference of the County to convey the entirety of the property available to a single development team or owner. Timing and scheduling of the real estate transaction may be flexible depending on the plans submitted and the best interest of the County and the development of the property.

The County's property has a high profile within the community and represents the largest land mass composition and economic opportunity within the City of Greenville's prestigious downtown. The County encourages creative thinking to achieve a stunning, vibrant mixed-use development with architectural and urban design quality fitting to this extraordinary location and capable of attracting significant investment to and around the site. Design expectations are that this project creates a sense of place fitting within the booming downtown locale, adding architectural visual excitement to the area and appropriate vehicular and pedestrian connections to the West End, Church Street, Augusta Road and Falls Park areas, and the GHS Swamp Rabbit Trail. Plans should also include ample greenspace and preserve and enhance the city's current walkability.

Development plans could include Parcels B and C, 302 and 300 University Ridge respectively, at developers' discretion. Developers are encouraged to think creatively about how to enhance this connection using the existing street or the area comprised of the street.



GHS Swamp Rabbit Trail: #1 America's Best Urban Bike Paths

-Fodor's Travel

GHS Swamp Rabbit Trail: #3 Best Urban Trail

-USA Today

15 Most Scenic Bike Trails Across America

-New York Post

Site plan design elements would include at a minimum, but not be limited to the following:

- i. Design
- ii. Financing
- iii. Construction/Demolition
- iv. Marketing
- v. Leasing
- vi. Management

Plans should detail the design and planning approach for the project, including the ability to creatively develop architectural planning and design, evaluate various building and structural systems, and evaluate the various mechanical and electrical systems to accomplish the project. Development teams should present the approach to implement and interpret the preliminary master plan into a final design program, including the method for design and administrative quality control. Plans should also demonstrate the ability to lead and deliver design studies and other information in a timely manner and develop a team structure that functions well internally and with the County administrative team.

Details of a management approach should include specific methods and techniques to design, plan, evaluate, manage, coordinate and administrate the schematic and design development of the project, and maintain the necessary manpower and resources to complete the project in a timely manner. Examples of deliverables should include but not be limited to conceptual sketches, renderings, detailing, cross sections, and perspectives, and should include concepts and elevations that address aesthetics and compatibility to the area.

This project site is located within the City of Greenville and is included in two City plans—the 2002 Neighborhood Area Plan for Haynie-Sirrine and the 2008 Downtown Master Plan Update. The County has already begun discussions with City of Greenville representatives regarding the redevelopment of the University Ridge campus, and City officials have expressed support for the development effort and a willingness to collaborate with developers to see a successful and impactful completion of the project.

Responses should demonstrate a clear consideration of these plans and all zoning and design guidelines impacting the site, and should delineate any necessary variances for design implementation. For more details on the City of Greenville’s two main plans impacting the University Ridge campus, please consult the following links:

1. The 2002 Neighborhood Area Plan for Haynie–Sirrine can be found at:
<http://www.greenvillesc.gov/DocumentCenter/View/296>
2. The Sasaki Associates 2008 Downtown Master Plan Update can be found at:
<http://www.greenvillesc.gov/DocumentCenter/View/283>

Development teams should also demonstrate neighborly consideration for impact upon existing adjacent residential areas and the South Carolina’s Governor’s School for the Arts and Humanities, as well as positively impacting the City of Greenville’s plans for a healthy and vibrant downtown area. In doing so, plans could include the potential to reroute traffic and roads to maximize vehicular and pedestrian traffic flow capacity, including street connectivity and internal access.

B. Detailed Proposal of Location and Design Elements for a New County Administrative Offices Facility.

The County plans to construct a new County administrative office comprised of a 250,000 square foot facility and a parking structure(s) accommodating approximately 1,000 parking spaces on a portion of the current University Ridge campus. At the completion of the development project, the County plans to own the administrative building at a minimum, and could own the parking structure(s) as well. The County is open to developers either proposing to build a new County facility to suit County needs while also complementing the design plans for the remainder of the



Top 10 Underrated Cities for Art Lovers

-U.S. News and World Report

Artisphere: #3 Best Art Festival

-USA Today 10Best

The Hippest Little City in South Carolina

-Garden & Gun

site, or a land sale that carves out the necessary space for the County to build its own facility.

Proposals should detail the best location for the new County administrative office facility on the current property to maximize investment and design for the remainder of the property. Proposals should include plans and timelines for the financing and construction of a new County facility, including the carrying costs of the phased demolition and construction plan. Responses should describe any and all consideration for value engineering, constructability review and project scheduling.

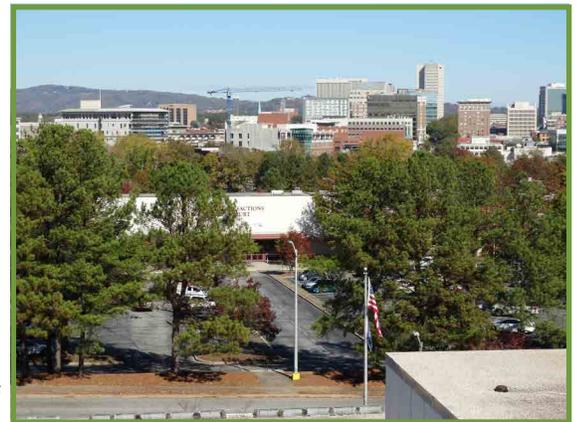
The County prefers to be located within the current University Ridge campus; however, the County may consider an alternate proposal put forth by a development team which moves the County administrative offices to another location within the City of Greenville. This alternate proposal should be clearly labeled as “**Alternate Proposal for the Location of Greenville County Administrative Offices**” and be included with the response as an Appendix.

The City of Greenville is the County seat, and thus, administrative offices must be located within the city. Any location considered should be in close proximity to other governmental functions such as the County Courthouse and the Law Enforcement Center. Additionally, it is vital that the County seat be centrally located within the County and accessible to public transportation. For more information please visit www.UniversityRidgeDevelopment.org.

C. Preliminary Traffic Impact Analysis

The developer should conduct a preliminary assessment of the traffic impact (internal and external to the site), including any planned connections to multi-modal traffic options.

Church Street is a South Carolina Department of Transportation (SCDOT) owned road, and the main thoroughfare currently connecting to the University Ridge campus. The intersection has good current capacity, though there is some slowdown further into Downtown on Church Street during peak traffic. The City of Greenville owns Howe Street and Harris Street. The intersection of University/Howe/Harris is not safe and improvements may also be needed at Harris and Augusta Street depending on the development plan.



Northeastern View from 302 University Ridge

D. Preliminary Sewer, Stormwater, and Utilities Impact Analysis

The developer should complete or address the following as part of the sewer, stormwater, and utilities assessment:

- i. Stormwater plan and consideration for incorporating green infrastructure elements;
- ii. Stormwater plan and detention pond: appropriate size, location, function, integration of open space;
- iii. Utilities including but not limited to sustainability, electricity, fire, and water access.

The City has sanitary sewer lines that extend up to County Square. These lines are all 8” in size and are mostly clay pipe with some pvc. They all tie directly to a Renewable Water Resources (ReWa) trunk line, so capacity should not be a problem. ReWa is a water treatment service provider in Upstate, South Carolina. The City’s sewer lines drain to ReWa’s trunk line.

There are storm drains all around the site with no known drainage or capacity problems in this area. For more information please visit www.UniversityRidgeDevelopment.org.



Top 10 Cycling Cities in the United States

-Global Cycling Network

5th Best “US Cycling Town”

-10Best Readers Choice Contest, 2014

Top 12 Places to Wander by Bike

-Bikeabout.com



E. Project Design and Construction Schedule

Phasing should include projected site plan development completion, including infrastructure, building structures, and parking improvements. Plans should identify the cost of infrastructure (utilities, streets, parks, open spaces, etc.) on and/or off-site by phase and assess how spending on infrastructure improvements shall not get ahead of developable land.

Plans should reflect the County’s need to maintain operations and citizen services at the University Ridge campus, including some parking capacity, throughout the development project. Therefore, the County anticipates constructing a new County facility prior to vacating the entire County Square site. This may be possible in stages, but consideration in the phasing of the entire development project is vital. Scheduling should ensure that later phases shall not interrupt enjoyment of first phase inhabitants.

F. Demonstration of Expected Community Impact of the Proposed Development Project.

Proposals should demonstrate a significant investment in and enhancement of the community, both fiscally and through the addition of public and greenspace access. Include expected job production, destination trips, tax revenue generation, and enhanced vehicular and pedestrian connections to the surrounding areas as a result of the site development plan. The plan should also provide a preliminary development proforma to test feasibility alternatives and return on investment.

G. Detailed Key Stakeholder Communication Plan and a Public Communication Plan.

Proposals should include a strategy for public communications that works with County communications.



52 Places to Go in 2017

The New York Times

Top 25 Best US Cities to Spend the Weekend

Thrillist

Top 10 Most Beautiful Towns in South Carolina

The Culture Trip

SCORE SHEET
UNIVERSITY RIDGE DEVELOPMENT
Request for Development Proposals #45-04/06/2017

VENDOR: _____

DATE: _____

| Non Responsive | Low | Medium Low | Average | Medium High | High | CRITERIA | Total Score | Comments |
|----------------|-----|------------|---------|-------------|------|--|-------------|----------|
| | | | | | | | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Responsiveness to the proposal, scope of work and intensity of the site development. | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Overall strength of the proposals put forth in detailed planning. | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Approach and understanding of the objective: quality and applicability. | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Ability, capacity, skill, reputation, and expertise of the firm and staff team to perform the services required. | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Experience and references. | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Time frame. | | |
| 0 | 1 | 2 | 3 | 4 | 5 | Best value to Greenville County. | | |

Maximum Points 35

Total Score _____

Notes:

INSTRUCTIONS/TERMS AND CONDITIONS:

1. Development Proposal Opening and Award: Development proposals shall be publicly opened and only the names of the responders disclosed at the proposal opening. However, no decision will be made until the County has had ample time to review each proposal. However, 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 proposal that meets the requirements and criteria set forth in the request for development proposals. No development proposal may be withdrawn for a period of six months after proposal opening date. Development proposals, whether mailed or hand delivered, must be received and time/date stamped by the closing time and date indicated on the Request for Development proposals. Proposals received after the closing time/date will not be accepted. By submission of a proposal, 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 proposals, 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 proposal evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the proposal, 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 proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this proposal or to any contract as a result of this proposal.
5. References: The County requires responders to list at least three (3) references, names, addresses and telephone numbers 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 proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like proposals; or ambiguous proposals 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. Proposal form: The responder shall sign his proposal correctly or the proposal may be rejected. If the proposal shows any omissions, alteration of form, unauthorized additions, a conditional proposal or any irregularities of any kind, the proposal may be rejected. Proposals will be accepted on bound 8-1/2" x11" paper.
9. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all responders at www.universityridgedevelopment.org. under "Questions and Answers." 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.
10. Proposal Changes: Proposals, amendments thereto or withdrawal requests received after the advertised time for proposal opening, shall be void regardless of when they were mailed.
11. Proposal Price: The proposal price presented as a result of these specifications shall be for the contract period. The proposal shall be acceptable for six months 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 proposal. Erasures or use of typewriter correction fluids may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
12. 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.
13. Tie Proposals: In the case of tie proposals, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.
14. 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.

1. For use of County's forces – actual cost involved.
2. 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.

15. Evaluation Criteria:

The proposals will be evaluated on the criteria listed below using the score sheet included in the Request for Development Proposals document. Greenville County reserves the right to interview responders to this Request for Development Proposals at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to the proposal, scope of work and intensity of the site development.
- Overall strength of the proposals put forth in detailed planning.
- Approach and understanding of the objective: quality and applicability.
- Ability, capacity, skill, reputation, and expertise of the firm and staff team to perform the services required.
- Experience and references.
- Best Value to Greenville County

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

17. MBE/WBE Participation – Affirmative Action:

- A. MBE/WBE – Vendors submitting proposals 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.

18. 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.

19. Termination for Cause: 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 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.

20. 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.
21. Non-Appropriation: Any contract entered into by the County resulting from this invitation 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.
22. 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.
23. S.C. Law Clause: Upon award of contract under this proposal, 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 proposal, the bidder 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.
24. 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.
25. 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.

26. 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.
27. 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 bidder 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 proposal 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.
28. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
29. 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.
30. 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 proposal, 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.
31. 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 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 Proposal #45-04/06/2017.
- 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.

Professional Service Errors and Omissions Liability Insurance

Coverage must be written for no less than the following limits:

\$1,000,000 per occurrence

\$1,000,000 aggregate

Policy should state: "the limits are not to have been decreased by past liability which would substantially impact that availability of these limits."

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.

32. 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.
33. 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.
34. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
35. 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 proposal.
36. 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.
37. 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.
38. 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 Request for Proposals are subject to requirements of the Freedom of Information Act and may be deemed public records.
39. 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.

40. 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.