



Mauldin
SOUTH CAROLINA

COMPREHENSIVE PLAN DEVELOPMENT

REQUEST FOR PROPOSALS (RFP)

Proposals should be submitted to:

David Dyrhaug
Business & Development Services
5 E. Butler Road
Mauldin, SC 29662

DDyrhaug@MauldinCitySC.com

(864) 289-8979

CLOSING DATE/TIME
OCTOBER 19, 2023
3:00 P.M.

Table of Contents

Purpose	2
Background	3
Project Description.....	3
Project Scope and Requirements	4
Proposal Contents and Organization.....	6
Submission Instructions and Deadline.....	7
Evaluation and Award	8
Terms and Conditions.....	9

REQUEST FOR PROPOSALS (RFP) DEVELOPMENT OF COMPREHENSIVE PLAN

The City of Mauldin, SC, is seeking proposals from qualified entities to develop a Comprehensive Plan intended to guide the growth and development of the City with a 20-year horizon.

PROPOSAL DUE DATE: OCTOBER 19, 2023, 3:00 PM, EDT

This Request for Proposals (RFP) plus the resulting contracts shall be consistent with and governed by the City of Mauldin's procurement policy and has been prepared in accordance with the Consolidated Procurement Code for the State of South Carolina.

The City of Mauldin's Point of Contact for this project is:

David Dyrhaug
City of Mauldin
5 E. Butler Road
Mauldin, SC 29662
Ph: (864) 289-8979
Email: DDyrhaug@MauldinCitySC.com

Potential Offerors are required to submit all questions in writing (email, USPS, or delivery service) directly to the listed point of contact no later than 3:00 p.m. on October 4, 2023. Written responses, including the questions, will be provided to all Offerors via an official Addendum and posted on the City's website.

An optional pre-proposal conference will be held virtually on October 3, 2023, at 1:30 p.m., EDT. This meeting will be hosted on Zoom. See meeting information below. Answers to any questions raised will be posted on the City of Mauldin website.

Option Pre-proposal Conference

Zoom Meeting ID: 879 8519 9201

Zoom Meeting Link: <https://us06web.zoom.us/j/87985199201>.

Purpose

The purpose of this Request for Proposals (RFP) is for the City of Mauldin (City) to enter into a consulting agreement through competitive negotiation with one qualified firm made up of team members and subcontractors to develop a Comprehensive Plan (Plan) for the City. The City is looking for a consultant that has demonstrated experience writing and organizing comprehensive plans around central themes with topic-specific chapters; adhering to accepted planning, design, and smart growth best practices; and can deliver a product that meets the requirements set forth in South Carolina law. The City is also seeking a firm that has a history of incorporating effective public engagement into their projects. The end product will be a Comprehensive Plan that reflects the enduring themes that are important to the City.

Background

The City of Mauldin, located in Greenville County, South Carolina, covers approximately 12.4 square miles, and hosts a population of 26,918 (2022 U.S. Census estimate) with a growth rate increase of about 8.8% from the 2020 Census data. The City lies adjacent to the City of Greenville, South Carolina, and is located roughly equal distance along the I-85 corridor between Atlanta and Charlotte.

Over the past few years the City has experienced significant growth. The City is faced with managing the impact of this growth on traffic, stormwater, infrastructure, City services and the overall character of the community. City Council is committed to increasing affordable housing, high-quality urban design, and creation of urban villages that ensures smart growth and sustainable land use management.

Project Description

The City wishes to produce a Comprehensive Plan where each topic-specific chapter (population, economic development, natural resources, cultural resources, community facilities, housing, land use, transportation, priority investment, and resiliency) is effectively connected to broader themes that serve as guiding principles. The successful consultant will demonstrate the use of modern and effective engagement, collaboration and product formats to compile and present new policy and guidance in a style that creates a compelling and essential document. Narratives should help convey the community's values, aspirations, and vision for the future, making the plan more relatable and inspiring for residents. The Plan shall be presented in a way that is accessible to multiple audiences and allows for it to be easily updated.

The Plan should also include a realistic implementation schedule for identified action strategies and explicitly tying the goals, strategies, and performance measures and monitoring mechanisms to assess the progress and effectiveness of the Plan implementation.

The City envisions that each chapter will wrap around themes that will serve as the connective tissue of the final Plan. These themes will reflect community aspirations and broad visions of core values.

This project will be executed from late 2023 through late 2024/early 2025. During the study, there will be a minimum of one progress/review meeting per month with a written summary by the consultant. The City reserves the right to schedule additional meetings as necessary depending upon need and circumstances. The study should be completed with a final Comprehensive Plan submitted within 12 to 18 months from the contract start date and presented to the Planning Commission for City Council adoption in late 2024/early 2025. The Comprehensive Plan must meet all parameters and requirements of the Local Government Comprehensive Planning Enabling Act of 1994 (SC Code 6-29-510).

Project Scope and Requirements

The primary purpose of the Mauldin Comprehensive Plan is to meet state law and serve as a guidepost for all land use decisions as well as establish an initial roadmap to support the goals for City officials and the greater community. Specific goals will be identified through a variety of input-gathering methodologies. The selected Consultant will work with various City departments, quasi-public agencies, community groups, and the public at-large in a collaborative and inclusive manner. An innovative public outreach strategy is encouraged. A detailed outreach methodology should be included in the proposal and should indicate how the Consultant will interface with City staff, City officials, and the general public.

The selected Consultant and its team members should have experience with land use planning, infrastructure planning, resiliency planning, and fiscal impact analysis. The proposal shall describe methodology of the offeror's design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria; and outline a specific plan for providing the service including a clear narrative of approach methodology including what, when and how the following elements will be delivered:

1. A **population** element which considers historic trends and projections, household numbers and sizes, educational levels, and income characteristics;
2. An **economic development** element which considers labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base;
3. A **natural resources** element which considers [environmental] resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types.
4. A **cultural resources** element which considers historic buildings and structures, commercial districts, residential districts, unique, natural, or scenic resources, archaeological, and other cultural resources.
5. A **community facilities** element which considers water supply, treatment, and distribution; sewage system and wastewater treatment; solid waste collection and disposal, fire protection, emergency medical services, and general government facilities; education facilities; and libraries and other cultural facilities;
6. A **housing** element which considers location, types, age, and condition of housing, owner and renter occupancy, and affordability of housing. This element includes an analysis to ascertain nonessential housing regulatory requirements that add to the cost of developing affordable housing but are not necessary to protect the public health, safety, or welfare and an analysis of market-based incentives that may be made available to encourage development of affordable housing, which incentives may include density bonuses, design flexibility, and streamlined permitting processes;
7. A **land use** element which considers existing and future land use categories, including residential, commercial, industrial, agricultural, forestry, mining, public and quasi-public, recreation, parks, open space, and vacant or undeveloped;

8. A **transportation** element that considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. This element must be developed in coordination with the land use element, to ensure transportation efficiency for existing and planned development;
9. A **priority investment** element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, “adjacent and relevant jurisdictions and agencies” means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project;
10. A **resiliency** element that considers the impacts of flooding, high water, and natural hazards on individuals, communities, institutions, businesses, economic development, public infrastructure and facilities, and public health, safety and welfare. This element includes an inventory of existing resiliency conditions, promotes resilient planning, design and development, and is coordinated with adjacent and relevant jurisdictions and agencies.

All planning elements must be an expression of recommendations to the appropriate governing bodies with regard to the wise and efficient use of public funds, the future growth, development, and redevelopment of its area of jurisdiction, and consideration of the fiscal impact on property owners.

The completed Plan should blend best planning practices, changing legal landscapes, and public outreach and participation. The final Plan will include an implementation schedule that considers and helps to influence the annual operating and capital budget planning process, provide recommendations on how to annually review the Plan, as well as offer additional information and studies needed to advance the Plan.

The successful Consultant will present the Plan to the Planning Commission and the City Council at intervals deemed appropriate by City staff and the Consultant, or as requested. At a minimum, the Consultant will clearly outline the contents of the final report and explain the recommendations of the Plan.

All work produced by the Consultant shall be the property of the City of Mauldin. The City requires that the Consultant provide all updated GIS layers, shapefiles, and maps developed during the process. The Consultant shall be responsible for all primary activities and deliverables, and the City’s project manager will assist the Consultant by providing necessary and requested information in the form of documents, materials, and access to institutional knowledge. The City’s project manager will also coordinate the internal reviews of all the work produced by the Consultant. All work must be produced in formats supported by City technology, including Microsoft Office and ESRI GIS software and applications. Projected demographics will be provided by the Consultant, and the project, as a whole, be completed within a maximum of 18 months from the start of the project.

Proposal Contents and Organization

Prior to submitting a proposal, it is the offeror's responsibility to check the City's website for any addenda associated with this RFP.

In order to be considered for selection, Offerors must submit a complete response to this RFP. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals requirements. Should the Offeror fail to respond to all requirements of the RFP, or fail to provide adequate or complete documentation as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.

All proposals submitted under this RFP shall become the property of the City of Mauldin and will be subject to public inspection in accordance with the *South Carolina Freedom of Information Act*.

The proposal package shall be organized for each of the below listed categories.

1. A **cover letter**, signed by an authorized officer of the company indicating the underlying company's philosophy in providing the requested services.
2. An **executive summary** that provides an overview of the proposed project methodology, team (including subcontractors) and any other information deemed relevant to include.
3. Offerors should outline the proposed statement of work with **major tasks** and **key milestones** outlined, **key performance indicators**, and a **schedule** for completing the work.
4. A detailed **public engagement methodology** outlining the Offeror's engagement activities, frequency, and target audiences.
5. A list and description of at least **three similar projects** the company has completed, including contact information. Please describe how each project is comparable to the proposed project and include a **timeline** of project deliverable dates vs. deadlines. Applicants are encouraged to include links or samples of final work products produced for past clients.
6. The **qualifications and experience** of senior and key personnel that will be assigned to the Project Team, including sub-consultants, with each member's proposed role. A description of the Offeror's methods for disseminating work to sub-consultants shall be included.
7. A description of the Offeror's experience in working with **stakeholders and members of the public** that have differing viewpoints, and methods used to **facilitate consensus** for a common policy vision.
8. **Costs** associated with each task included in the proposal and an overall project cost.

Submission Instructions and Deadline

One proposal shall be submitted in PDF format either (1) pre-loaded on a USB flash drive delivered at the physical address below, or (2) as an attachment to an email delivered at the email address below.

Physical deliveries may be received at:

City of Mauldin
Business & Development Services
Attn: David Dyrhaug
5 E. Butler Road
Mauldin, SC 29662

E-mail deliveries may be received at:

DDyrhaug@MauldinCitySC.com

Proposals must be received by 3:00 p.m., EDT, on October 19, 2023.

No questions will be entertained after 3:00 p.m., EDT, on October 4, 2023. An optional pre-proposal conference will be held virtually on October 3, 2023, at 1:30 p.m., EDT. An announcement with a link to the preproposal conference will be posted on the City of Mauldin website. Answers to any questions raised will be posted on the City of Mauldin website.

The calendar for offers is as follows:

- RFP Issuance: September 14, 2023
- Optional Pre-proposal Conference: October 3, 2023, at 1:30 p.m., EDT
- Deadline for Questions: October 4, 2023, 3:00 p.m., EDT
- Proposals Due: October 19, 2023, 3:00 p.m., EDT

Evaluation and Award

The approving authority for this RFP is the City of Mauldin, South Carolina. This RFP does not commit the City of Mauldin to award a contract or to pay costs or expenses incurred in the preparation of responses to this RFP. The City of Mauldin reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or issue a new RFP, or make modifications, corrections, or additions to the information contained herein. Offerors are cautioned this is an RFP, not a request for contract.

Proposal evaluations shall use the following criteria:

Evaluation Criteria	Point Value
Offeror's methodology/specific plan or approach employed to perform scope of services	30
Overall qualifications and capabilities of the project team to perform the services required, including experience with comparable projects for comparable communities	30
Schedule, availability, and ability to meet deadlines	20
Quote (price) of services offered	20

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the City to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview. An evaluation committee will review all proposals. Following the completion of the initial evaluation, the committee may interview a limited number of firms and negotiate a contract with the firm(s) believed most capable of providing the requested services.

Terms and Conditions

- A. Once an Offeror is tentatively selected based on the “Evaluation Criteria” detailed in this solicitation, the City reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, the City may propose, in writing, a contract that amends the scope of the RFP or the Offeror’s proposal prior to signing the contract.
- B. This document will form part of the contract between the successful bidder and the City. The terms of this document are subject to the Request for Proposal, which shall control in the event of conflict.
- C. This solicitation is subject to the provisions of the City’s procurement policy and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the City’s procurement policy is available for review at the City Clerk’s office.
- D. This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina in Greenville County, South Carolina. The contractor shall comply with all applicable federal, state and local laws, rules, and regulations.
- E. The Offeror shall provide the City with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the City’s hardware and software.
- F. All documents, including electronic copies, submitted in response to this solicitation shall become the property of the City. All documents, including electronic copies, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting Contract shall become the property of the City upon final payment of all fees to the Contractor as set forth in the contract.
- G. The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The Selected Offeror shall be the sole point of contact for the City regarding all contractual responsibilities.
- H. No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Request for Proposals (RFP). The Official solicitation document and the addenda(s) are the documents posted on the City of Mauldin’s website. Any such violation as stated above may result in rejection of the RFP response. In addition, violations may result in the debarment of the offeror by the City of Mauldin.
- I. If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

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- J. Any bid resulting from this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- K. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services requested. The bidder shall furnish to the City all such information and data for this purpose as may be requested. The City further reserves the right to reject any bid.
- L. The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.
- M. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after twenty-one (21) days advance written notice, if the failure is not cured, may procure them from other sources and hold the contractor responsible for any resulting additional direct and indirect costs. This remedy shall be in addition to any other lawful remedies which the City may have.
- N. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty (30) days advance written notice to the Contractor. In the event of such termination the Contractor shall be reasonably compensated for services and work performed prior to termination.
- O. The Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities incurred while performing contractual duties for the City and will hold the City harmless for all resulting damages, including reasonable attorneys' fees. This duty of indemnification shall include the right of the City to select its legal counsel in any such situation.
- P. Changes can be made to the contract in any of the following ways:
- (1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - (2) The City delegated agent may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any reasonable additional costs incurred as the result of such order and shall give the City a credit for any savings.
- Q. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of this contract or its interest therein, or its power to execute such contract, to any other person, firm, or corporation, without the prior specific written consent of an authorized

representative of the City of Mauldin; but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

- R. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their own employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property shall be remedied per the regulatory agency's guidelines.
- S. The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees, or agents. The City does not waive the right to trial by jury for any cause of action rising from the contract but may at its option submit any contract claim to binding arbitration, binding mediation, or mediation. In such event, the mediator/arbitrator shall be selected by mutual agreement of the parties and failing such agreement, then by the Circuit Court of Greenville County upon proper petition and notice. The City shall not be liable to Contractor for any special, punitive, or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.
- T. All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Mauldin or the State of South Carolina. The bidder must have all necessary licenses to perform the services in South Carolina and, if practicing as a corporation, be authorized to do business in the State of South Carolina.