Request for Proposals
for
THE DARLINGTON RENAISSANCE MASTER PLAN

1. Introduction

The City of Darlington, South Carolina ("City"), is requesting proposals (RFP) to establish a contract with a qualified professional consultant for the Development, Planning, and Design, to include consulting services of landscape architecture and civil engineering firm, for the Darlington Renaissance Master Plan.

The purpose of this project is to evaluate the public and private properties in the areas of interest, to make design and funding recommendations for economic development and redevelopment of these areas which would be beautiful, enjoyable, and profitable, to develop an environmentally sensitive interconnection of natural trails with alternative transportation city pathways to allow residents both recreation and transportation, and to plan for the expansion and creation of City historic districts to incorporate all architecturally and culturally significant structures and natural environments of the City, thereby protecting these valuable resources, allowing owners access to available incentive programs, and planning for historical tourism.

The City of Darlington is on the cusp of Renaissance. The New Darlington County Courthouse and the new Darlington County Historical Commission and Museum will both open this fall in the city center of Darlington. The City's CBDG placemaking and streetscape improvement project, with match provided by the County, will be undertaken this summer. It is the time to take action to determine the future of the City and to plan to invest in those items which will improve the quality of life in Darlington now and into the future. The City Council of the City of Darlington is seeking to ensure Darlington's trajectory with this RFP for The Darlington Renaissance Master Plan. Extraordinary. Exciting. Engaging.

2. Scope of Work

Project should include (but is not limited to) the following:

- Making Site analyses and assessments
- Providing development and design recommendations based upon renaissance vision and community goals
- Using a comprehensive and inclusive public process during preparation of the proposed Darlington Renaissance Master Plan including hosting public meetings, workshops, and stakeholder interviews
- Identifying specific public/private projects with costs, sources and incentive programs to fund development and improvements

- Working with City staff to prepare a plan and implementation strategy, identifying projected costs and funding sources, utilizing information provided through community and staff analysis processes for final review and adoption by the City Council

The City of Darlington envisions several phases of work and areas of key focus by the consultant team that should be outlined when submitting this RFP. These included the following:

(a) Plan Elements

The Master Plan should, at a minimum, include these key elements in a way that will make the plan specific and tailored to the unique setting and needs of the Darlington. The Consultant is encouraged to propose any other elements for our consideration in the proposal that may make the plan more effective.

- Renaissance Vision
- Areas of Interest Site Analysis, Development Options, and Conceptual Design
- Plan of City alternative transportation trail along Swift Creek and City Streets including signage & lighting, conservation options, and landscape options
- Historic district expansion and related tourism generating activities
- Implementation matrix of priority projects, timeline, estimated costs, completion order and responsibilities
- Identify funding sources for proposed development and improvements

(b) Process

The following are steps suggested for the creation of the Darlington Renaissance Master Plan, but the consultant may suggest and provide alternative or additional steps and more detail about these steps in the proposal.

STRATEGIC PLAN including:

a. Economic Development and Redevelopment Projects
b. Natural Resources Connectivity and Alternate Transportation Enhancement
c. Historic Resources Development and Expansion
d. Retention and Enhancement of Darlington's Character
e. Community Involvement
f. Involvement of Businesses and Non-Profit Organizations
g. Marketing/Branding
h. Social Values/Benefits for the Community

(c) Final Deliverables

The following are steps suggested for the creation of the Darlington Renaissance Master Plan, but the consultant may suggest and provide alternative or additional steps and more detail about these steps in the proposal.

1. GIS Map of proposed projects, trail/pathways, expansions
2. Implementation Strategy, Manual (Roles, Scenarios and Opportunities) and Proposed Tools
3. Analysis and description of needs, issues, and opportunities
4. Summary and documentation of citizen outreach meetings and inputs
5. Recommended design standards for type of use, best practices, and maintenance recommendations
6. Other concepts/images for design features that will help to integrate trails and paths plan into the community
7. Final Master Plan including a narrative, vision and goals, maps and implementation strategy and matrix (projects, priorities, estimated costs, and management responsibilities over the long term)
8. Identify all possible grant and foundation funding sources and Public/Private Partnership opportunities for the projects/properties

3. Vehicles, Equipment, and Personnel

The Consultant shall provide all vehicles, equipment, and personnel to effectively provide services as described in this RFP.

3.1. Personnel

The Consultant shall certify to the City that all employees are legal residents of the United States and conform to any and all State of South Carolina Illegal Immigration and Reform Act requirements.

4. Schedules

Release of RFP:	May 4, 2023	
Optional Responder Meeting:	May 23, 2023	12:00 PM
(rsvp to: mmsmith@cityofdarlington.com by May 16/location TBD		
Deadline for Submitting Written Questions:	May 26, 2023	12:00 PM
Proposal Due Date:	June 16, 2023	5:00 PM

5. Regulatory Compliance

The Consultant shall comply with all City, State of South Carolina, and Federal laws, rules, and regulations.

6. Consultant Conduct

The Consultant's employees shall conduct themselves with a high degree of morality and behavior.

7. Qualifications of Consultants

To demonstrate the qualifications for the services required, the Consultant shall submit with his/her proposal satisfactory proof of his/her qualifications to perform in a satisfactory manner the work covered by this RFP. The Consultant shall submit, among other items, information, evidence, and statements with respect to the following:

1. That the Consultant has a well-trained and competent organization which has done work of a similar nature, character, and value.

2. That the Consultant will have available adequate equipment and facilities to do the work.

3. A listing of the Consultant's experience with service agreements and contracts in which the personnel with the Consultant have provided service of a similar magnitude to the work herein proposed in this RFP.

4. The Consultant information including the Consultant's name, address, telephone number, fax number, cellular telephone number(s), email addresses, and contacts persons who will be responsible for overseeing the services in this RFP including their location and the office location that will handle complaint and inquiry calls. The Consultant shall provide the name and contact information of the manager or supervisor that will be responsible for the oversight of the City's contract.

8. RFP Process

The objective of this RFP is to select a qualified consultant to provide the services outlined in this RFP to the City. The RFP process will be conducted to gather and evaluate responses from Consultant for potential award. All qualified respondents are invited to participate by submitting proposals as further defined below. After evaluating all submitted proposals received prior to the closing date of this RFP, the preliminary results of this RFP will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

9. Instructions

By Submitting a proposal, the Consultant is acknowledging that the Consultant:

1. Has read the information and instructions
2. Agrees to comply with the information and instruction contained herein

9.1. Submitting Questions

All questions concerning this RFP must be submitted in writing no later than May 26, 2023 at 12:00 PM to the following:

City of Darlington
Merry Morgan Smith
Director, Planning and Economic Development
Mail: PO Box 57, Darlington, SC 29540
Physical: 400 Pearl Street, Darlington, SC 29532

Questions should also be sent via email to: mmsmith@cityofdarlington.com AND jpayne@cityofdarlington.com

No questions other than written will be accepted. No response other than written will be binding upon the City.

9.2. **City's** Right to Request Additional Information

Prior to the contract award, the City must be assured that the selected vendor has all the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's capacity. If such information is required, the Consultant will be so notified and will be permitted approximately five business days to submit the information requested.

9.3. Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

9.4. **City's** Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

9.5. **City's** Right to Amend or Cancel RFP

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions make in writing prior to the close of the RFP weather or not such revision occurred prior to the time the Consultant submitted its proposal) unless expressly stated otherwise in the Consultant's proposal.

9.6. Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

9.7. Submittal Instructions

Listed Below are key actions related to this RFP.

9.7.1. RFP Released

The release of this RFP is communicated through public advertisement in the following:

City of Darlington Website: www.cityofdarlington.com

9.7.2. Submitting a Proposal

The Consultant must submit Five (5) *hard copies* in a sealed envelope with the contractor's signature across the seal AND One (1) *soft copy* (PDF electronic format) with the words "Darlington Renaissance Master Plan" in Red

Hard copy proposal should be submitted by no later than June 16, 2023, 5:00 PM to:

Ms. Gloria Pridgen
City Clerk
P.O. Box 57
Darlington, South Carolina 29540

Soft copy proposals should be submitted to:

Merry Morgan Smith
mmsmith@cityofdarlington.com

9.7.3. Consultant Submit Cost Proposal

The consultant shall submit a written proposal specifying the ALL-INCLUSIVE cost for the work contained in the proposal.

9.7.4. Revising, or Cancelling a Submitted Proposal

In the event that a Consultant desires to revise or cancel a submitted proposal, the Consultant must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Consultant is submitting a revised proposal, the original proposal will be returned unopened to the Consultant. A revised proposal must be received by the City prior to the RFP closing date and time.

10. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's submitted pricing.

10.1. Standard Insurance Requirements

If awarded a contract, the Consultant shall procure and maintain insurance which shall protect the Consultant and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

2. General and Automobile Liability:
Bodily injury, each occurrence $ 500,000.00
Bodily injury, aggregate $ 500,000.00
Property Damage $ 100,000.00
Business Auto Liability per occurrence $1,000,000.00
Excess Umbrella Liability per occurrence $1,000,000.00
It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Consultant will provide the City of Darlington with a copy of the certificate of insurance specifying the above limits have been met.

10.2. Possession of City of Darlington Business License

If awarded a contract, the Consultant shall procure and maintain a City of Darlington Business License. Such license must be maintained throughout the duration of the

contract.

11. Proposal Certification

By submitting a proposal, the Consultant understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Consultant and the City; and

2. That the Consultant guarantees and certifies that all items included in the proposal meet or exceed all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Consultant's proposal; and

3. That the proposal submitted by the Consultant shall be valid and held open for a period of ninety (90) days from the final RFP closing date and that the Consultant's offer may be held open for a lengthier period subject to the Consultant's consent; and

4. That the Consultant's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Consultant understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

12. Proposal Evaluation and Award

12.1. Proposal Evaluation

Upon close of the RFP, proposals will be reviewed by City Staff to determine the proposal's compliance with RFP requirements; if the Consultant's proposal passes the Administrative/Preliminary review, the proposal will be submitted to the City Manager for evaluation and action.

12.2. Selection and Award

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the City Manager and then to Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the contract, or the City Council can determine that additional information is required from any or all Contractors. The decision to award the contract will be made by a majority vote of the City Council. The City is projecting an award decision will be made by Council on July 11, 2023.

12.3. Public Award Announcement

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Darlington Website: www.cityofdarlington.com

13. Indemnification and Hold Harmless

The Consultant shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, damages, and expenses of whatever nature (including without limitation, attorney's fees) relating to or arising from (1) Consultant's breach of any of the representations and warranties contained herein; (2) Consultant's failure to follow the City's specifications; (3) Consultant's other breach of the terms hereof; (4) any other act(s) or omission(s) of Consultant, its employees, independent contractors, agents, and suppliers.

14. Assignability

The Consultant may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

15. Audit

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Consultant which pertain to the Consultant's fulfillment of this agreement and charge thereof.

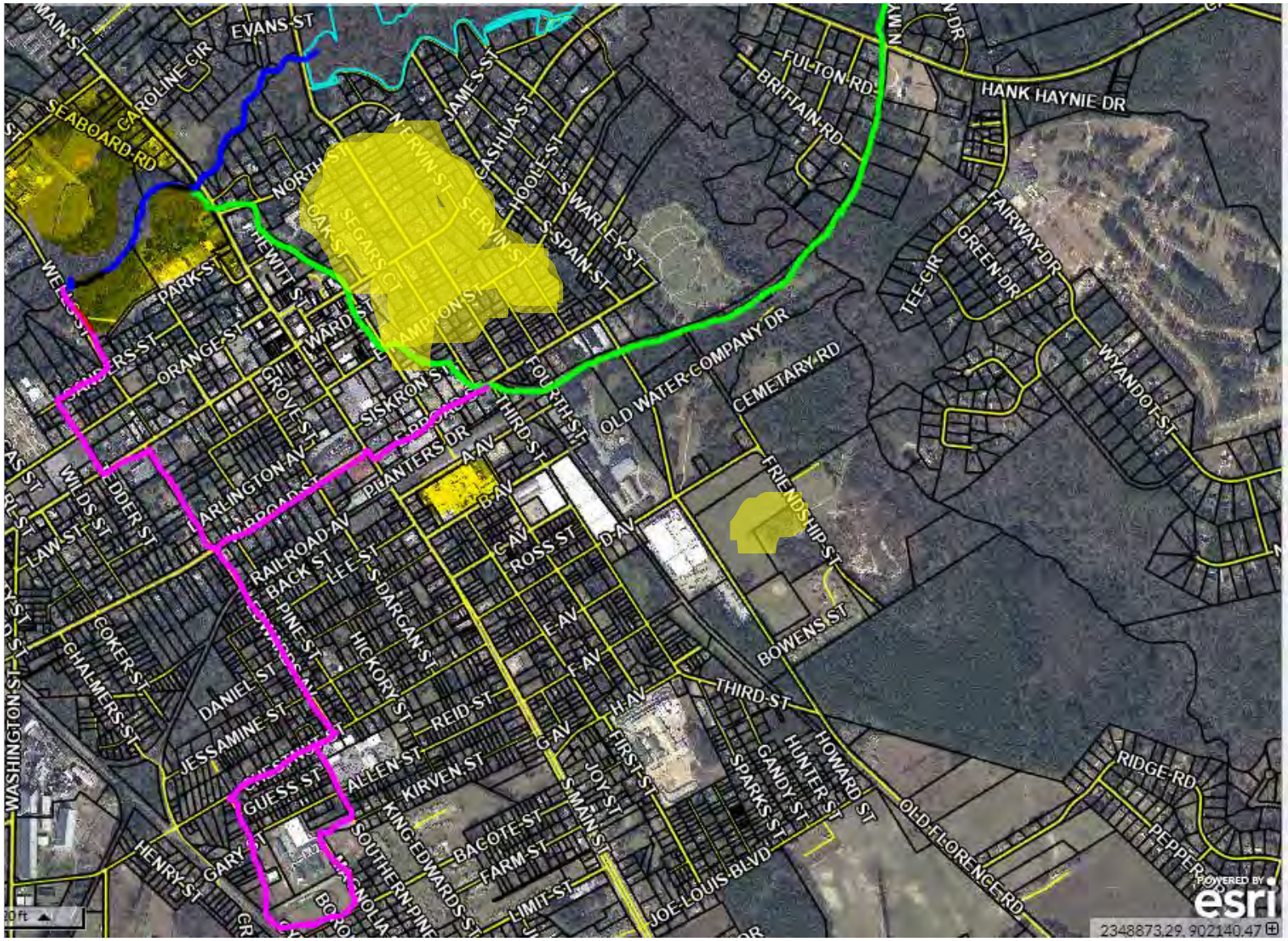
16. Default and Termination

Failure of the Consultant to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the Consultant written notice of any default; the Consultant shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Consultant to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.

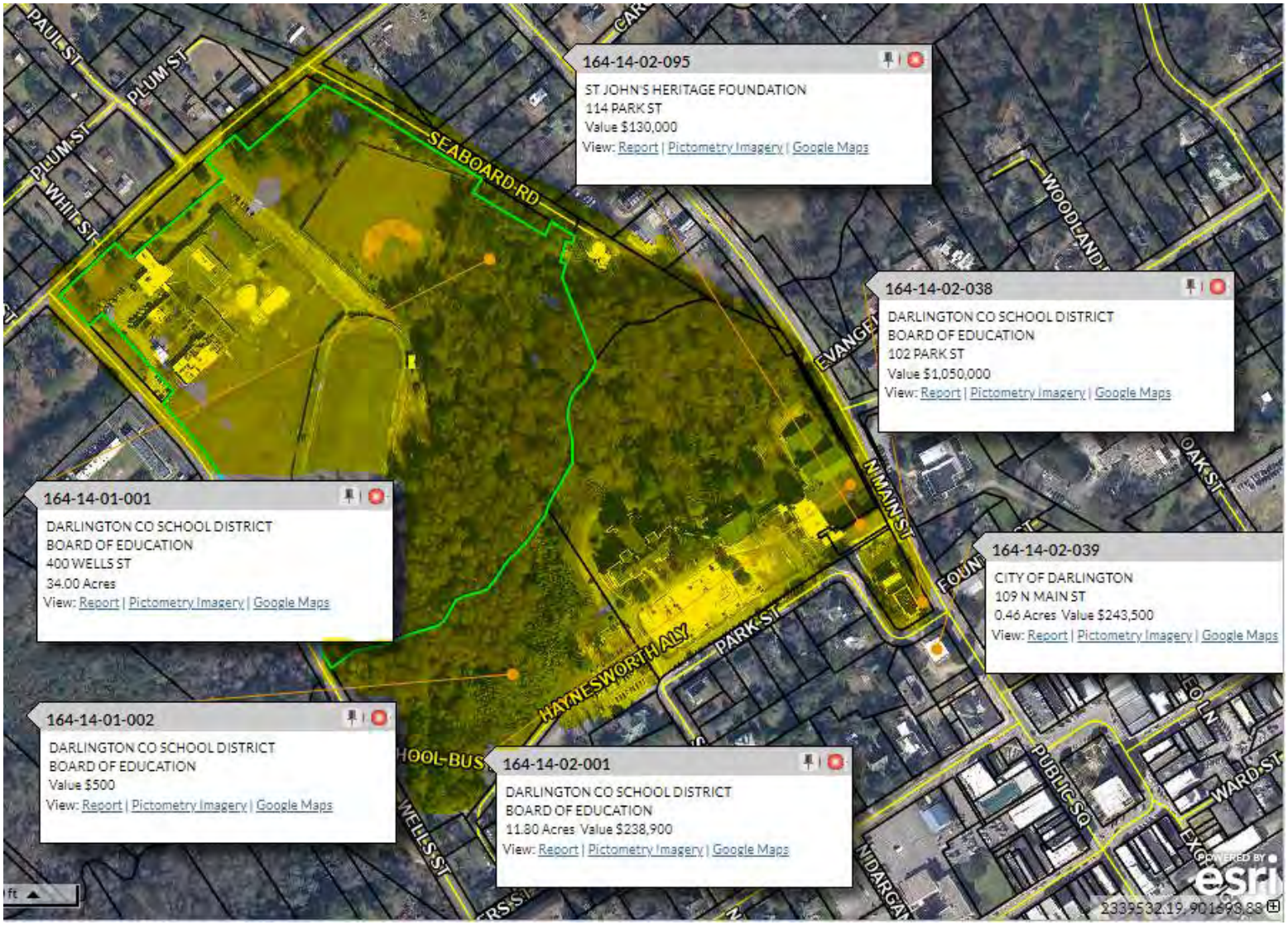
LIST OF EXISTING REFERENCES FOR REVIEW AVAILABLE AT
https://www.cityofdarlington.com/planning-development/

1. City of Darlington Comprehensive Plan 2021-2035, Economic Development, Natural Resources, Cultural Resources, and Transportation Elements
2. City of Darlington Architectural Survey 21 May 2002
3. JC Daniel Center for the Performing Arts Conditions Assessment 27 March 2012
4. City of Darlington Historic District Maps
   https://www.cityofdarlington.com/darlington-historical-district/
5. City of Darlington Southeast Darlington Historic Resource Survey
   https://www.cityofdarlington.com/wp-content/uploads/2022/09/Southeast-Darlington-Survey-Final-Report.pdf
6. City of Darlington/ County GIS maps (Darlington is blue)
   https://darco.maps.arcgis.com/apps/View/index.html?appid=4834a19bc5394061806a275be631c91e

DARLINGTON RENNAISSANCE MASTER PLAN MAPS (four (4) attached below)

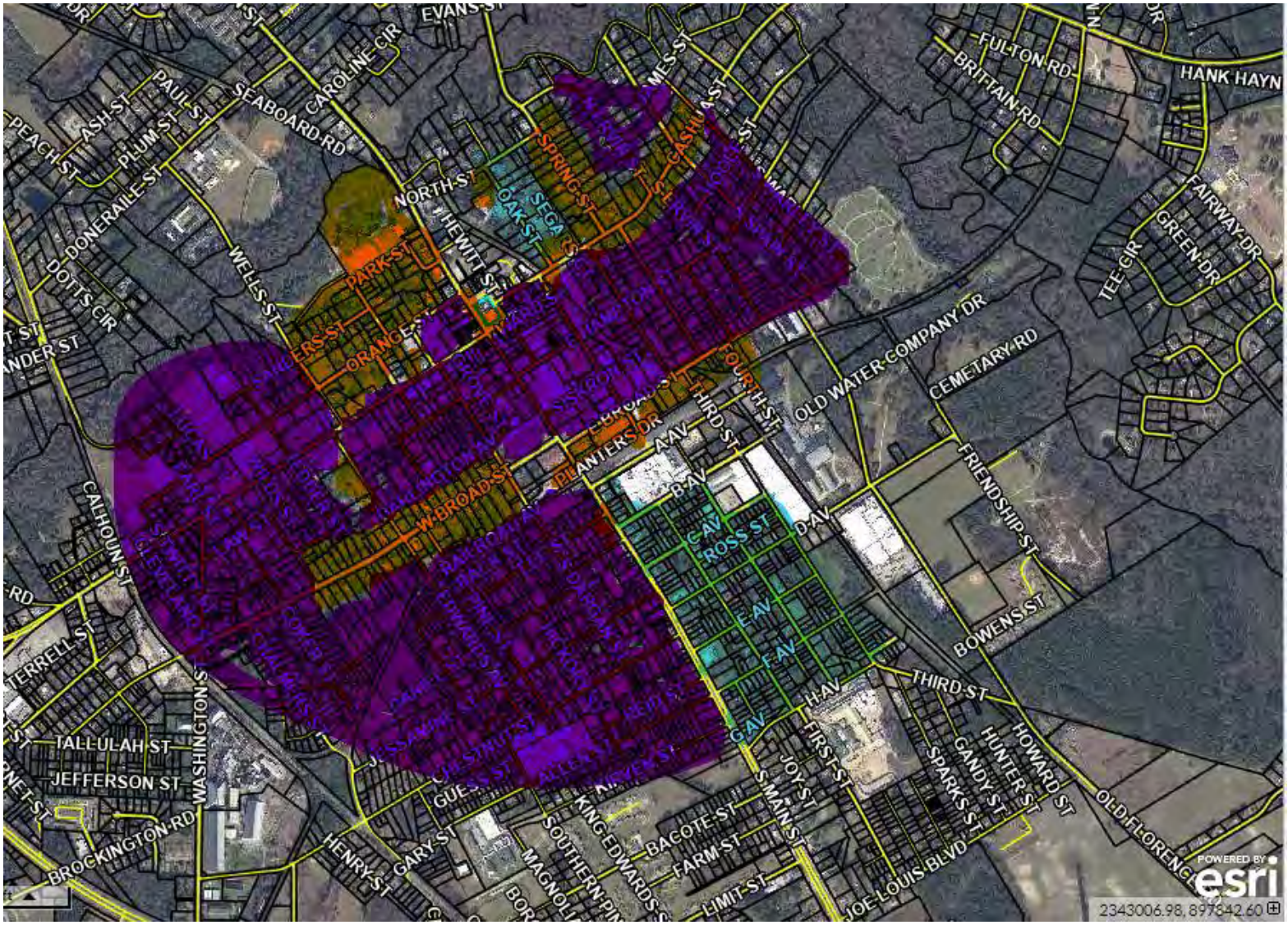


Darlington Renaissance Master Plan Map 1
Alternate Transportation Routes Rail Bed (Green), Swift Creek Trail (Blue), Street Bicycle Lane (Pink) With Redevelopment Areas (Yellow) of Interest



Darlington Renaissance Master Plan Map 2
Area of Interest: St. John's Historic School and Environs
Schools /Amphitheater/Performing Arts Center/Admin Offices (Historic Church)/Carnegie Library

Darlington Renaissance Master Plan Map 3
Area of Interest: Dixie Cup Facility, 1947



Darlington Renaissance Master Plan Map 4
Historic Districts (Orange), Current Consideration for Inclusion (Blue), and Determination Needed(Purple)