

## **1. Introduction**

### **1.1. Purpose**

The City of Mauldin is seeking the services of an Information Technology Managed Services Provider (MSP) who will provide a full range of IT support services, including on-site and remote system maintenance, advanced desktop support and troubleshooting, proactive network management, software licensing management, equipment warranty management and assisting in IT asset tracking and resource planning. Information Technology (IT) is a critical component for the City as it is utilized daily by City employees and end users to provide services to the community. The MSP should be capable of the following:

- Expanding IT system management capabilities and improving system stability. The selected Offeror(s) may have to transition the City from its current Offeror(s) (e.g., hardware upgrades, electronic storage)
- Upgrading system configuration and security to industry best practice standards, improving performance, and reducing support issues
- Improving the end-user experience by providing a high-quality help desk and customer service
- Providing flexibility in meeting future system needs of the City as the IT infrastructure evolves

The management areas outlined above encompass five separate locations, 20 servers and 98 workstations

### **1.2. Background**

The City of Mauldin provides governmental services to approximately 25,000 residents through several operational functions including: Police; Fire; Public Works, Court, Business and Development Services, Community Development, Finance, Special Events, Recreation, and various administrative and support functions.

The City employs approximately 192 staff (both full time and part time) and has an annual budget of approximately \$21 million. The fiscal year begins on July 1 and ends on June 30 each year. For the past several years the City has outsourced its IT Staff to a third-party provider and contracted additional IT services on an as-needed project basis. Currently there is one full-time internal staff resource dedicated to IT operations. The City receives all GIS from County, Regional Commission, and third party resources. The successful contractor will manage both IT and GIS efforts and will report to the City Administrator or his/her designee.



## **2. Instructions**

### **2.1. Submission of Proposals**

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received on **May 17, 2019 by 4:00pm** (closing date and time) at which time they will be opened in the upstairs conference room at City Hall.

Proposals can be emailed to [mputnam@mauldincitysc.com](mailto:mputnam@mauldincitysc.com) to:

City of Mauldin  
Mark Putnam  
5 East Butler Road  
PO Box 249  
Mauldin, SC 29662  
(864) 289-8890

Offeror(s) wishing to make changes to their proposals after submission but prior to 4pm may do so by submitting the revisions by fax, email or hard copy. It is the Offeror(s)'s sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offeror(s) and enter negotiations with the Offeror(s) whose proposal is deemed most advantageous to the City with price and other factors considered.

### **2.2. Questions**

The Offeror(s) shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Offeror(s) finding discrepancies or omissions in the RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Offeror(s) will be advised by means of an Addendum issued by the City. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Offeror(s) in the submission.

The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

## **3. General Conditions**

### **3.1. Competition**

It is the intent and purpose of the City that this solicitation permits competition. It shall

be the Offeror's responsibility to advise the Office of Procurement in writing if any language, requirements, etc; or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

### **3.2. Confidentiality and Proprietary Information**

All submissions become the property of the City and will not be returned to the Offeror(s). The City will consider all proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants. Offeror(s) should be aware that the City of Mauldin is a “public body” as defined in and subject to the provisions of the Freedom of Information Act.

### **3.3. Conflict of Interest**

Offeror(s) shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Mauldin, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. Offeror certifies by submission of proposal that neither it nor its principals, nor its perspective subcontractors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state or federal department or agency.

### **3.4. Compliance, Assurance and Non-collusion**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Offeror(s) has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By responding to this RFP, the Offeror(s) agrees that there is no collusion or arrangement between the Offeror(s) and any other actual or prospective Offeror(s) in connection with proposals submitted for this project and the Offeror(s) has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

During the period between publication of the solicitation and award, you must not communicate, directly or indirectly, with the using department, its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing to the City’s designated point of contact for this RFP.

Each Offeror(s) shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Offeror(s) will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment A.

### **3.5. Drug-Free Workplace**

Offeror(s) will submit the Drug-Free Workplace Certification with its proposal submittal which is enclosed as Attachment B.

### **3.6. Insurance**

The Offeror shall procure and maintain for the duration of the contract all such insurance, as required by the laws of the State of South Carolina, against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Offeror or its individuals, firms, agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed. A breach of the insurance requirements shall be material. Offeror(s) will submit and minimally the below listed insurance. The Offeror(s) will submit the Insurance Certification with its proposal submittal which is enclosed as Attachment C.

### **3.7. Litigation**

Offeror(s) who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible Offeror(s). Receipt of proposals from such Offeror(s) may be disqualified from the evaluation process.

### **3.8. No Contract**

This RFP is not a tender and does not commit the City in any way to select a preferred Offeror(s). By submitting a proposal and participating in the process as outlined in this RFP, Offeror(s) expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFP or submissions prior to the completed execution of a formal written Contract.

## **4. Submittal Process**

### **4.1. Proposal Preparation Cost**

All expenses incurred by the Offeror(s) in preparation and submission of this proposal are to be borne by the Offeror(s), with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

### **4.2. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right with prejudice to reject any or all proposals as it deems necessary.

### 4.3. Proposal Submission

Section	Section Title	Page Limit(s)
8.3.1.	Cover Page	1 page
8.3.2.	Proposal Narrative	20 pages
8.3.3.	Project Budget	1 page

#### 4.3.1. Cover Page

Include company name, address, phone number, website and federal tax identification number, as well as the name, phone number, email, and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

#### 4.3.2. Proposal Narrative

The written narrative portion of the request for proposal cannot exceed 15 double-spaced pages. Content beyond the 20-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding.

#### 4.3.3. Offeror(s) must address the following sections in the proposal narrative:

##### 4.3.3.1. Organizational Qualifications and References (25 points)

Please provide an overview of your organization and your organizations experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources and services to support the need.

- Offeror(s) should have sufficient staff with sufficient certifications to support the City's IT needs. All personnel assigned by Offeror(s) will conduct work based on ticket or task order basis. Training shall include, but not be limited to the following:
  - Government CIO Certification (GCCIO)
  - CISSP Security Certification
  - PMI Certified PMP Project Management Staff
  - Cisco Certified Network Professional (CCNP)
  - VMware Certified Professional 5.1 or above
  - Microsoft Certified IT Professional or Solutions Expert
- Any staff working the Police Dept. information systems shall complete an NCIC background check and GCIC Security Awareness Training in addition to any requested CITY or STATE background checks.
- Please provide at least three references for other clients where you have provided the same/similar services
- Please describe the experience and qualifications of the project lead/project manager and other key members of the project team. Indicate what

certifications your staff hold, including Microsoft – Server and Network (AD) Administration, Office 365, Windows Desktop, Cisco, VMWare, Apple, and any other relevant certifications

- Please provide a timeline with key milestones and roles of responsibilities of contractor and SDWP to achieve each milestone. Examples of a sample Integration Plan for onboarding a client such as SDWP which includes tasks, duration, dependencies for deployment, etc. strongly preferred
- Please provide specific risks you see related to this project and how your organization will manage/mitigate these risks through your project management approach.

#### **4.3.3.2. Solution Profile (40 points)**

Please address the following:

- General
  - Approach for providing Managed IT Services, performance tuning, and security hardening
  - Platforms and tools you use for remote management, monitoring, access, documentation, project management, reporting, and automation
  - Defined tiers/levels of service
  - Model for dedicated staffing assignments vs. rotating positions
  - Support for special projects
  - Experience with transition to co-location facility as well as site moves
  - Any third party out-sourced partnerships for installation, support, etc
  - Organization’s account management, support teams, processes, etc
- Planning & Project Service
  - Description of Ad-hoc project services you can provide, including architecture and implementation, strategic planning and forecasting, Disaster Recovery and Business Continuity planning as well as pricing models for any additional costs, if relevant
  - Proactive approach to system enhancements
  - Procurement and purchase ordering process
  - Relationships with VARs and OEM channels that you have. Include details on any margins/incentives/commissions or other form of compensation you receive
  - Communication strategy for communicating routine and urgent notifications to end users and management including: system upgrades, outages, remediation, security warnings (virus alerts, phishing concerns, system breaches), etc.

- **Help Desk Support**
  - Solution for end user support including staffing model
  - Hours of operation both during and outside normal business hours, weekend and holidays
  - Options available for contact outside of normal Help Desk hours, if needed
  - SLA response time options
  - Standards for ticket resolution and customer satisfaction surveys
  
- **Network**
  - Approach to provide installation, maintenance, configuration management, patching and monitoring for network devices
  - Mechanisms to stay current with security and configuration standards and best practices.
  - Communication methods and approach to communicating with end users about outages, maintenance cycles, etc
  - Approach to performing regular security audits, addressing breaches/intrusion, preventing loss of data and functionality as well as reducing downtime
  
- **Reporting and Documentation**
  - Approach to documenting implementation of new technology, general management and operations.
  - Weekly and monthly dashboard reporting on the health of the network
  - Other reporting tools

**4.3.3.3. Project Budget (25 Points)**

Please provide a clear and concise budget that outlines all monthly service delivery costs as well as any software or start-up/activation costs. Budget should clearly specify pricing approach (e.g. by user, machine, task, hourly rate). Both start up and annual costs will be a consideration in Offeror(s)s selection. The prices quoted should be valid for a period of 3 years.

Budget should include pricing for blended and full support models; note that SDWP currently has one IT manager and one network technician. Please clearly state which model(s) you can provide.

Please clearly outline any/all provisions and defined termination clauses and penalties for closing or changing amount of services (number of users/computers, number and location of sites, data center changes) as needed.

**4.3.3.4. In-Person Interview (10 Points)**

Offeror(s) who receive the highest score and within 10 points of the highest rated proposal will move on to the oral interviews. Offeror(s) will be allowed 30 minutes for oral interviews to walk through their proposed solution. The

Panel will ask a series of questions to allow Offeror(s)s to clarify or highlight aspects of their proposal. The Offeror(s)'s authorized negotiator or delegate and at least one key technical resource must be in attendance for the oral interview. The Offeror(s) is limited to a presentation team of five individuals. Finalists will be notified of interview time slot via email.

**4.4. Proposal Guarantees, Warranties and Schedule**

The Offeror must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. Offerors must execute and include Attachment D with its proposal which agrees to and acknowledges the acceptances of the responsibility to provide all as specified.

**4.5. Evaluation Criteria and Contract Award**

The City's RFP Evaluation Committee (Evaluation Committee) will review, score and rank all proposals and make a recommendation to City Council on who will best serve the City. City Council will make the final decision on selecting an IT firm. The following details the points assigned per section:

<b>Proposal Section</b>	<b>Point Value</b>
4.2.3.1 Organizational Qualifications and References	25
4.2.3.2 Solution Profile	40
4.2.3.3 Project Budget	25
4.2.3.4 In Person Interview	10
<b>Total Points</b>	<b>100</b>

During the evaluation process, the Evaluation Committee and the City reserve the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions

**5. Scope of Work<sup>1</sup>**

The City is seeking to secure an IT MSP for a period of one base year with two option years for a total of three years of service. Proposals should outline what, if any, costs will require an initial capital investment versus monthly service fees, including any costs associated with transitioning the City from its current IT MSP.

The scope of work of this RFP is centered on a successful configuration, maintenance and ongoing support for the City's information technology infrastructure and system. The MSP will be expected to provide a full range of IT support services, including on-site and remote system maintenance, advanced desktop support and troubleshooting, proactive network management, software licensing management, equipment warranty management and assisting in IT asset tracking and resource planning.

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<sup>1</sup> Please note, these are high level tasks to help inform Offeror(s)s' proposal narratives and budget. Final contract Scope of Work with be based on the City's needs, the selected Offeror(s)s proposed timeline and approach, and final negotiations with the selected Offeror(s) prior to contract award



**5.1.1. Disaster Recovery and Redundancy Management**

Successful Offeror(s) will ensure continuity of internet connectivity, provide off-site data backup services, manage server backups, manage necessary hardware for disaster recovery, development/update and maintain disaster recovery and redundancy processes; and provide regular backup image testing to ensure the integrity of the backup process.

**5.1.2. Documentation**

Successful Offeror(s) will be expected to ensure proper documentation for the implementation of new technology, general management and operations. This includes basic user communications around IT practices to secure the network such as addressing SPAM and phishing attempts, and virus protection. Offeror(s) shall develop procedural documentation.

**5.1.3. Network Installation, Design and Administration**

Successful Offeror(s) will be responsible for monitoring and providing general and routine maintenance of the City's IT infrastructure including Wi-Fi systems, switches, firewalls, routers and other network and security devices. Offeror(s) will also perform the installation and maintenance of network devices and servers, and patches and upgrades as needed to stay current with security and configuration standards and best practices. Offeror(s) shall implement a proactive monitoring system of the network equipment including alert notifications to in the event of device failure to monitor and report on network performance and capacity, etc. Offeror(s) will need to liaise with other software and hardware Offeror(s)ss to ensure interoperability between key systems. The Offeror(s) must ensure physical requirements of the network are optimized for application performance.

Offeror(s) will be responsible for adding, deleting or changing user network, install/manage VPN subnet management, implement and maintain a documented network map, working with the City on the execution of an IT equipment upgrade plan, including purchasing and installation, and setting up and providing client support to ensure that each account is working efficiently and effectively free of errors. Offeror(s) shall develop procedural documentation and back-up plans.

**5.1.4. Annual Services**

Offeror(s) shall provide the following services, annually:

- Network Vulnerability Assessment – (1 to 2 X per year)
  - Internal Scans
  - External Scans
- Annual Technology Plan updates and revisions. To include:
  - IT Services
  - GIS Services
  - Security Services

**5.1.5. Personal Computer (PC) Management**

Offeror(s) must provide advice, planning assistance and the facilitation of major desktop operation system rollouts and software licensing.

**5.1.6. Hardware/Software Administration**

Successful Offeror(s) shall manage hardware, software, and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the system. Offeror(s) shall ensure scheduled preventive maintenance for equipment is promptly performed including changes, upgrades, patches, etc. Offeror(s) shall also carry out the installation and maintenance of phones, servers, network devices and other computer peripherals. This includes all configuration management, and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user is critical.

**5.1.7. Network Security and Backup Services:**

Successful Offeror(s) shall ensure that all servers, desktops and laptops are protected by antivirus and anti-malware software and that adequate firewalls are in place and configured to prevent unwanted intrusion into the network and end user devices. Procedures shall be implemented to notify the City when system securities are breached. Successful Offeror(s) shall perform regular security audits and notify the City immediately of suspected breach of security or intrusion detection. Offeror(s) shall also manage a backup system and process to prevent loss of data and functionality as well as reduce downtime. Additionally, the Offeror(s) will manage firewall, IT security policies including scheduled and needed firmware updates. This includes assisting the City in developing any policies related thereto as needed.

**5.1.8. Help Desk**

Successful Offeror(s) will diagnose and correct desktop applications issues, configure all computers for standard applications; identify and correct end user hardware problems and perform advanced troubleshooting; install PC's, phones (physical and software), peripherals, and software as needed. Offeror(s) shall have access and be available during normal business hours with after-hours support required for system upgrades or emergencies. Also, the Offeror(s) must provide a cost schedule for after-hours service, to provide technical support in exceptional circumstances and identify with clarity the manner in which helpdesk style support will be managed / conducted to address potential issues, including but not limited to: incoming calls/email automatically redirected to Offeror's helpdesk; ticket management; escalation; hardware/software troubleshooting; software installation; network folder permissions; connectivity issues; new PC/laptop setup and installation; computer upgrades; and mailbox administration

**5.1.9. Software/Hardware Procurement**

Successful Offeror will be required to support the City's procurement policies for hardware/software to include obtaining quotes from Offerors, interfacing with Offeror(s) on renewals, and supporting build vs. buy analysis.

### **Reporting**

The successful Offeror will have a developed system for reporting on all open and closed ticketed items, whether through remote access to ticket management system or reports accessible via the web or emailed directly to senior staff. The reporting system should include: activities performed related to City's IT network during the month, including actual time spent by resource and charge out rate by resource if applicable; amount of travel time billed (if any) to the City; number and description of service calls taken; average response times to respond to and resolve call requests/issues; detailed accounting of issues requiring escalation, including a description of the issue(s), action(s) taken and the timeline for resolution.

The Offeror should meet with the City to discuss the network health review, outstanding issues, capacity and strategic IT planning sessions that may include data backup, firewall changes, storage array configuration, desktop management, application deployments and server and network hardware at least quarterly. These meetings ideally will take place in-person but could be made by conference call.

### **6. Negotiation/Contract**

It is anticipated that the ranking of the top proposals will be completed by June 1, 2017. The City shall negotiate in good faith with the Offeror(s) as ranked. If negotiations with the top responder are not successful then the City will move on to the next proposer until the City has made a final selection and successfully negotiated and approved a contract agreement for services. Following notification of the firm selected, it is expected a contract will be executed between both parties no later than 8 weeks following award date.

The Offeror's designated authorized negotiator must be empowered to make binding commitments for the successful Offeror(s) and its subcontractors, if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Offeror(s)(s). Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the City and the firm selected. Award will be made to the highest ranked Offeror(s) deemed most advantageous to the City.

It is anticipated that a firm will be selected by June 25, 2019.

# ATTACHMENT A – COMPLIANCE, ASSURANCE AND NON-COLLUSION



**Statement of Assurance, Compliance and Non-collusion**

State of \_\_\_\_\_

County of \_\_\_\_\_

City of \_\_\_\_\_, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
2. The Vendor hereby provides assurance that the firm represented in this Submittal:
  - a. Will comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
  - b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
  - c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
  - d. No person associated with Vendor’s firm is an employee of the City of Mauldin. Should Vendor, or Vendor’s firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - e. That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

**(Must be notarized by a Notary Public)**

**SEAL**



# ATTACHMENT B – DRUG-FREE WORKPLACE CERTIFICATION



**DRUG-FREE WORKPLACE CERTIFICATION**

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the firm of (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abused in a workplace;
  - b. The person’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug violations;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
4. Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the City of Mauldin within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>



*(Must be notarized by a Notary Public)*

**SEAL**



## ATTACHMENT C – INSURANCE

## **INSURANCE – PROFESSIONAL SERVICES**

The Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the firm, his agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed.

For the purpose of this clause, the term "professional individual or firm" shall also include the individual's or firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

### **A. Minimum Scope and Limits of Insurance**

1. Broad Form Comprehensive General Liability  
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.
2. Automobile Liability  
\$1,000,000 combined single limit per occurrence for bodily injury and property damage
3. Umbrella Liability  
\$1,000,000 per occurrence, following form.
4. Workers' Compensation  
Limits as required by State of South Carolina.
5. Employers' Liability
  - \$100,000 each accident
  - \$500,000 disease/policy limit
  - \$100,000 disease/each employee
6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two years following contract completion.)
  - \$1,000,000 per occurrence
  - \$2,000,000 aggregate
7. Personal Property Coverage  
Adequate insurance to cover the value of personal property belonging to the Vendor while located on City of Mauldin property, while in use or in storage, for the duration of the contract.
8. Liability (General, Automobile, Professional) Coverage;
  - a. "The City of Mauldin and its respective officers, agents, officials, employees, volunteers, boards and-commissions" are to be named as additional insured's with regards to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

- b. The Vendor's insurance coverage shall be the primary insurance as regards to this contract with the City. Any insurance or self-insurance maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.
- d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9. Workers' Compensation and Employer's Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against City of Mauldin for losses arising from the work performed by the Vendor for the City.
- b. If State statute does not require the Vendor to obtain Workers' Compensation insurance, then the Vendor shall furnish the City with adequate proof of the self-employment status. The Vendor agrees to waive all rights of claims against the City for losses arising from the work performed by the Vendor. In the event that during the contract this self-employment status should change, the Vendor shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained in the correct amounts by the Auditor as required by this Exhibit.

10. Acceptability of Insurers

- a. Insurance is to be placed with insurers which have a Best's rating of at least A.
- b. Insurance companies must either be licensed to do business in the State of South Carolina or be deemed to be acceptable by the City Administrator.

11. Verification of Coverage

The Vendor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City Administrator before work commences. Renewal of expiring certificates shall be filed thirty days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the City of Mauldin.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and be approved by the City in writing. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the City or the Vendor shall procure a bond which guarantees



payment of the losses and related investigations, claims administration and defense expenses. At no time will the City be responsible for the payment of deductibles or self- insured retentions.

D. Notice of Cancellation or Non-renewal

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions;

All insurance documents required by this Exhibit shall be mailed to Mark Putnam, PO Box 249 Mauldin SC 29662.

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

*(Must be notarized by a Notary Public)*

**SEAL**

# ATTACHMENT D – PROPOSAL GUARANTEES, WARRANTIES AND SCHEDULE



**PROPOSAL/PROPOSER GUARANTEES, WARRANTIES AND SCHEDULE**

**Proposer Guarantees**

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this RFQ.

**Proposer Warranties**

1. Proposer warrants that it is willing and able to comply with State of South Carolina laws with respect to foreign (non-state of South Carolina) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission and consent of the City of Mauldin.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

**Proposer Schedule**

The Offeror also understands by executing and dating this document their proposed prices/costs shall hold firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this        day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

*(Must be notarized by a Notary Public)*

**SEAL**