



## **City of Mauldin, SC**

**December 3, 2019**

REQUEST FOR PROPOSAL (RFP) FOR AUDIO-VISUAL SYSTEM UPGRADES

**City of Mauldin, SC**  
Mark Putnam  
5 East Butler Road  
Mauldin, SC 29662

## **1. Introduction**

### **1.1. Purpose**

The City of Mauldin is seeking proposals from qualified Audio – Visual (AV) Systems Integration Firms (Firm) for Audio-Visual improvements in the City Council Chamber. Through this RFP, the City is seeking a qualified Firm to design and implement upgrades to the City’s current Council Chambers with upgraded audio and visual system equipment and supporting infrastructure that will replace the current presentation and broadcasting equipment.

### **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. The City Council Chamber is primarily used by the City Municipal Court, City Planning Commission and City Council to conduct official meetings which are open to the public. The intent of the City is to upgrade the current AV presentation and production system in the City Council Chamber that serve the staff and administrative operations of the meetings conducted in the Chamber.

The AV system upgrades include local presentation monitors at the Dais, large AV presentation monitors mounted to the wall or ceiling, an AV control system with a possible touch screen control, an AV matrix switcher, 2 device (e.g., computer, laptop, tablet) source connection points, a wireless connection point, cable box (e.g., HDMI), DVD/Blue Ray, dedicated presentation CPU and a formatted AV output to the TV in the adjacent lobby.

The TV production system upgrades should include cameras, recording systems and distribution equipment for local monitoring and viewing as well as web streaming and video transport to the City’s Cable TV channel. If additional features or equipment are believed to be appropriate for the City’s operations, please quote them as options or add alternates and include supporting justification and cost detail separate from the base proposal cost.

## **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 January 3, 2020 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) or mailed to the following address:

City of Mauldin  
Mark Putnam  
5 East Butler Road

PO Box 249  
Mauldin, SC 29662  
(864) 289-8890

Offerors 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 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 Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered.

## **2.2. Questions**

The Offeror 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.

Offerors 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 Offerors 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 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 City 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. 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. Offerors 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**

The Offeror 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 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 agrees that there is no collusion or arrangement between the Offerors and any other actual or prospective Offerors in connection with proposals submitted for this project and the Offeror 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 shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Offerors 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. Offerors will submit and minimally the below listed insurance. The Offeror will submit the Insurance Certification with its proposal submittal which is enclosed as Attachment C.

### **3.7. Litigation**

Offerors 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. Receipt of proposals from such Offerors 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. By submitting a proposal and participating in the process as outlined in this RFP, Offerors 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 Offerors in preparation and submission of this proposal are to be borne by the Offerors, 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**

<b>Section</b>	<b>Section Title</b>	<b>Page Limit(s)</b>
<b>8.3.1.</b>	Cover Page	1 page
<b>8.3.2.</b>	Proposal Narrative	20 pages
<b>8.3.3.</b>	Pricing	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 20 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.

- Offerors should have sufficient staff with sufficient certifications to support the City's AV system and production needs.
- 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 relevant certifications your staff holds.
- Please provide a timeline with key milestones and roles of responsibilities of any contractors used to achieve each milestone. Examples of a sample Integration Plan for onboarding and implementation of the new system, including tasks, duration, etc.
- 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:

- Describe the overall design implementation approach.
- Describe your approach for training. Please touch on topics such train-the-trainer expectation, classroom on-site training, online training, types and timing of training advocated.
- Describe how your Firm will generally meet the Scope of Work.
- Describe your methodology for on-going support when necessary.
- Describe any recommendations for additional scope of work that may not be fully described herein

**4.3.3.3. Pricing (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 an Offeror selection. The prices quoted should be valid for a period of three (3) years.

Budget should include pricing for blended and full support models. 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)**

Offerors who receive the highest score and within 10 points of the highest rated proposal will move on to the oral interviews. Offerors may be allowed 30 minutes for oral interviews to walk through their proposed solution. The Panel will ask a series of questions to allow Offerors to clarify or highlight aspects of their proposal. The Offeror's authorized negotiator or delegate and at least one key technical resource must be in attendance for the oral interview, if requested. The Offeror 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.

The successful Firm awarded a contract by the City shall warrant that all labor and equipment of the installed audio and visual systems shall be covered for the period of 1 year in accordance with the terms of the RFP and City Contract/Agreement. The Warranty shall include all hardware and software, as well as software or hardware updated during the warranty period.

For a period of exactly (1) year after system acceptance, the Firm shall arrange for pickup, repair and delivery of all newly installed or related integrated devices or systems that fail to operate correctly.

A system failure of any nature within the first year after system acceptance shall be corrected by the Firm with minimal assistance by the City or its technical designees. System repairs must be completed, and system issues resolved at least 24 hours prior to the next or nearest scheduled meeting. In the case where repairs cannot be completed with 24 hours prior to the next meeting, the Firm is to provide temporary engineering measures and system equipment mechanisms with no less functionality.

The Firm shall provide additional long-term maintenance costs as optional for 2 thru 5 years.

**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 a 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 Pricing	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 has determined that much of the existing system(s) are end-of-life, obsolete and/or no longer supported in the industry. This hardware and software obsolescence requires the City to replace the existing systems with new products. To address this issue, the City has decided to obtain proposals from qualified AV Systems Integrators to provide proposals for new systems that integrate with existing systems.

The City is seeking to secure a Firm that shall provide complete design installation documentation, drawings and equipment specifications, The Firm shall procure, install, integrate, commission, test, and finalize the AV systems in order to provide turnkey installations for the Council Chambers.

**5.1.1. Firm Requirements**

A special provision to the general requirements of the project requires that a Design Phase of the project occur immediately upon award of the contract.

During the Design Phase, the Integrator shall meet with the City and technical representatives to review and confirm design goals continually until the design is complete.

At the completion of the Design Phase, the Firm shall submit the final design specifications and provide an installation plan/schedule and final Equipment List.

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

Acknowledgement by the City of the proposed final design drawings, submitted electronically in PDF, shall constitute acceptance of the design.

All work is to be done in compliance with the design intent as specified in the RFP. The Firm shall indicate any variance from the design intent by notifying the City. Variances are not approved until all applicable documents have been updated and all parties have approved the variance in writing.

The Firm is responsible for any updates to the drawings and Bill-of-Materials due to changes in equipment by manufacturer, by discontinuance or change in specification regardless and whether or not the change meets the design intent. All changes are to be approved in writing by City.

The Firm is responsible for all coordination with other trades (including electrical) and Public Works as applicable to ensure a functional complete system. The Firm is responsible for resolution of conflicts with connection of and/or interaction of other systems including conduit, back boxes, floor boxes and pull boxes.

The Firm is responsible to ensure that all means of support, suspension, attachment, fastening, bracing and seismic restraints used on the project are in accordance with all local, state and federal building codes.

The system is not a complete functional system until all equipment is online, tested and functioning without defect. All power supplies, accessory cables, portable equipment, equipment manuals and as-built system documentation has been provided to and accepted by the City. No training can take place until the system is completed. The Firm will provide the "as built" drawings in AutoCAD with two copies of the finished "as-built" set on 11x17 sized paper to be delivered with both PDF and AutoCAD files no later than 20 days after project's onsite completion. It is only after delivery of these items that project is considered complete and final payment can be made.

The Firm shall provide all intellectual property relating to any configuration files for all system element programming. This shall be provided on USB drive or other Solid-State Drive. These items must be included in order for the project to be accepted and considered as complete and final payment to be made.

All custom panels (AV Input/Output) and any other custom fabrication needed are to be provided by the Firm. Final quality Control and panel validity and sizing are the responsibility of the Firm. Installation must be coordinated with the City.

Owner Furnished Contractor Installed (OFICI) Equipment, both permanent and temporary, is to be supplied by the City. The Firm is responsible to coordinate proper integration into the overall system and to the City's' in-house standards. All System User PC's are provided by the City and shall be integrated by the Firm.

### **5.1.1 Design Changes**

In addition to the base system, the Firm may propose one or more design alternatives. These may include essential items or changes to make the system more efficient or easier to operate. The Firm is to provide a brief description of the recommendations along with technical specifications and a breakdown of costs to the City. The Firm will include whether the proposal increases, decreases, or does not affect the quoted not-to-exceed base price. The City will determine if the design change is acceptable. If design change is not acceptable, Firm will provide system design as originally specified or implied.

Upon award, if a product make/model number is specified, the Firm may recommend an alternative product that meets or exceeds performance of the specified system component and improves the overall system as specified. The Firm must provide a manufacturer's data sheet and documentation explaining the reasons for the request to substitute and how it will meet or exceed performance standards. The Firm will include whether the proposal increases, decreases, or does not affect the quoted base price. The City will determine if the substitution is acceptable. If substitution is not acceptable, Firm is to provide product that was originally specified. In the event a product indicated in any documentation has been discontinued, the specified manufacturer's replacement model is to be considered the specified model.

### **5.1.2. System Enhancements**

In addition to the base system, the Firm may propose one or more system enhancement proposals. These proposals may enhance the system performance or reduce costs without loss of performance. The Firm is to provide a brief description of the recommendations along with technical specifications and a breakdown of costing. The Firm is to include whether the proposal increases, decreases, or does not affect the quoted base price. The City will determine if the system enhancement is acceptable. If system enhancement is not accepted by the City for any reason, the Firm shall deliver system as originally specified.

### **5.1.3. Rubbish Removal, Recycling and Equipment Boxes**

It is the responsibility of the Firm to remove all rubbish generated by the installation from the site. This includes all wiring and materials not being reused.

It is expected that where appropriate, recycling of materials will be done. All recycling is to be done in compliance with local, state, and federal laws.

The installation of any dumpster or other container is to be coordinated with the City.

Equipment boxes for some types of equipment including monitors, large or oddly shaped devices including cameras are to be saved. Storage of these boxes is to be coordinated with the City.

#### **5.1.4. Manufacturer Commissioning**

The Firm will be wholly responsible for the coordination and successful integration of all Manufacturers' commissioning as required by this RFP and incidental to proper integration of the AV systems. Scheduling, onsite and offsite planning including all details related to the labor and hardware installation by the Manufacturer is the sole responsibility of the Firm.

#### **5.1.5. End-of-Life Systems**

The Firm is responsible for discovering from the Manufacturers associated with this project any end-of-life (EOL) or end-of-support (EOS) systems or equipment expected within 5 – 7 years of installation or within the projected useful life-span of the system or device.

#### **5.1.6. AV Presentation and Recording Systems**

The Firm shall remove existing wiring, devices and systems as needed from the Chamber that are part of the existing presentation system and protect in-place the existing systems that are to remain based on the final design.

The OFCI equipment within the AV Presentation System includes systems that will need coordinated integration and protect-in-place efforts.

The new AV Presentation System shall include a Sound Reinforcement System with Microphones, DSP technology, mixing, distribution, amplification and new ceiling speakers.

The touch screen control panels are to be installed at the Clerks Desk. The panel should be moveable within 6 feet of its designated position for maximizing individual ergonomic preference.

Dual power and USB charging ports in a flip-up style module will be installed at every other Dais location and 1 at the City Clerk's desk. Modules are to be flush mount and completely flat and level with the table when not in use. Modification to the Dais by the Firm will need to be coordinated with the City.

All Dais and staff panel wiring is to be done with service loops allowing removal of the panels and any parallel connections are to be done behind the connector panels. Members seated at the Dais shall not be impeded by or potentially come in contact with anything under the tabletop including cabling or equipment

All large presentation monitors are to be installed in the Chamber to allow for maximum viewing capabilities by the attending public members seated through the Chamber. An adjustable fully articulating Wall-mount is to be installed for each display.

1 large Video Display Monitors will be installed in the Lobby area and receive video and audio feeds from the AV Matrix Switcher

A presentation lectern shall be installed and include provisions for ADA height requirements. The lectern shall also receive a Presentation Monitor and a static microphone.

The AV switcher will allow for full scaling and independent switcher of any source to any destination

A count down timer system will be installed to limit public speaking with the system providing display of time at the lectern for the speaker and another display/s for the Council Members and staff members at the Dais. Timer overlay on the public displays is necessary.

Each voting member, executive staff and PC Connection at the podium will have access to the Annotation system that is capable of highlighting, pointing, free-hand drawing, circling and capturing stills on any video or image that is present on the displays.

The Control system for the AV Presentation System is complex and reaches into various devices within the overall Council Chamber technology upgrade project. The Firm will be responsible for coordinating the meetings necessary to ensure the Control System's final programming is technically feasible and meets the City's needs. Preliminary meetings shall be held to discuss layout and graphics as well as any features or security needed. Additional meetings throughout the design process are necessary to establish needs for the control layout, graphics, and command flow.

All recordings shall be HD 1080i format and include backup recordings.

#### **5.1.7. Substantial Performance Review**

When the Firm feels that it has achieved Substantial Performance (all equipment has been installed and tested) of the work and all testing and adjustments have been completed, it shall notify the City. The City will schedule a Substantial Performance Review that shall include, but is not limited to, the following:

- Physical inventory of the equipment on site
- Demonstrations of the functional system and all equipment

### **5.1.8 Cleaning**

It will be the responsibility of the Firm to make necessary repairs, modifications, and adjustments to equipment or system in order to meet the functional requirements as specified. The Firm will bear all the costs associated bringing the system into specification in a timely manner. The system final system review will be scheduled with the City or technical designees when all repairs, modifications or adjustments have been completed.

The Firm will be responsible for cleaning all areas they worked in, removal and disposal of all packaging and debris, cleaning all provided equipment of dust, dirt, smudges, and other material prior to calling for a Substantial Performance Review.

### **5.1.9 System Training**

System training is to be scheduled based on the substantial completion milestone. Training should be scheduled within 1 week after Substantial Completion. It will consist of two distinct parts. These training sessions are to be coordinated with the City to ensure as many City staff can attend. It is the responsibility of the Firm to coordinate, schedule, and attend all onsite manufacturer training including Intent Digital. A training schedule is to be created and delivered to the City within 1 week after the first day of AV installation. It is the responsibility of the Firm to coordinate with both the City and other vendors including Intent Digital for all training. Project signoff cannot be completed without training being completed and approved.

The Training sessions will be divided into 3 basic session types: System Operation Training (expressly for the City Clerks Office and any City Staff to understand the technology); The User Level Operation Training of the AV System; and the Technical Staff Training of all systems and support systems.

1. User Level Operation Sessions - Two User Sessions shall be scheduled to provide flexibility in staff being able to attend. The first and second session will be with end users who will be using the system on a daily basis. It is expected to be no more than 45 minutes in length including a Q&A session with users. These User Sessions will cover system operation and basic troubleshooting.
2. Technical Staff Sessions – One session of technical training will occur and is more advanced technical staff. This will also be for the control room users and for broadcast operations. The session is expected to be no more than 2 hours. Attendees of this course are expected to have attended the User Level training sessions. As Built drawings are required for this session. This will cover the system design and components, the drawings and cable database and how to read and use them as well as more advanced troubleshooting. It will also cover some of the “back-end” software.

## **6. Negotiation/Contract**

It is anticipated that the ranking of the top proposals will be completed by November 1, 2019. The City shall negotiate in good faith with the Offeror 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 and its subcontractors, if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Offeror. 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 deemed most advantageous to the City.

**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, scope 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**