City of Mauldin, SC

March 4, 2020

REQUEST FOR PROPOSAL (RFP) DEMOLITION AND DISPOSAL SERVICES
Introduction

1.1. Purpose
The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified seeking proposals from qualified firms for demolition and asbestos abatement of multiple buildings located within the City of Mauldin. Responses should be submitted based on the information and guidelines provided in this Request for Proposals (RFP). The buildings are located at:

116 N. Main St., Mauldin, SC
208 N. Main St., Mauldin, SC
1 E. Butler Rd., Mauldin, SC

The City intends to select one (1) firm to provide professional demolition and asbestos abatement services for this project. It is anticipated that the City and the selected firm will discuss and define a detailed scope of work and negotiate a contract for the project.

1.2. Background
The City of Mauldin continues to experience unprecedented growth in its residential and commercial development. Since 2010, Mauldin’s population has grown by approximately 10%, and is the 17th largest City of 270 municipalities in South Carolina. This population increase is a result of Mauldin’s many positive attributes and proactive planning efforts. City Council, City staff, the Mauldin Chamber of Commerce, and the Greenville Area Development Corporation continue to work cooperatively to make this growth positive for all of our citizens. We want residents and businesses to know what we have known for years: Mauldin is a great place to live and work. The City works with other government organizations in cooperative economic development efforts while maintaining the City’s high quality of life.

Mauldin has a tremendous asset in our prime Upstate location. Situated in the northwestern corner of South Carolina, Mauldin is an integral part of one of the nation’s fastest-growing areas – the I-85 Corridor. With easy access to major interstates and in close proximity to Charlotte and Atlanta, Mauldin’s location is ideal for business and industry. For traveling professionals, the Greenville Spartanburg International Airport is conveniently located just ten minutes away. Residents of Mauldin are in an ideal location to attend many of the cultural and sporting events that take place in the Upstate and make the area a fun, active, and interesting place to live. Mauldin aligns with Greenville County’s business model, which over the past 30 years has transformed itself from the textile capital of the world to automotive, healthcare, engineering, manufacturing, advanced materials and data centers. Within Greenville County, there are other appealing business headquarters including BMW Manufacturing Company in Greer and Michelin North America in Greenville. The Clemson University International Center for Automotive Research, known as CU-ICAR, is a part of the Millennium Campus, which borders Mauldin and has brought 20,000 high-skilled jobs to the area.

Mauldin’s culturally diverse and close-knit residents are familiar with a quality of life that values tradition, strong families and an endearing sense of community. Mauldin bustles with community life, evident in its annual festivals, abundant recreational facilities and parks, various religious organizations and public service amenities. For families with children, Mauldin offers top-notch education and healthcare. Mauldin’s vision is to “Provide an Environment That Enhances the Quality of Life for All Citizens.”
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 March 30, 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 mfleahman@mauldincitysc.com or mailed to the following address:

City of Mauldin
Matthew Fleahman
Public Works Director
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 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. 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 of 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

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<td>8.3.2.</td>
<td>Proposal Narrative</td>
<td>20 pages</td>
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<td>8.3.3.</td>
<td>Project Budget</td>
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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 organization's 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 demolition and abatement needs. Offeror should provide examples and reference contact information for previous similar projects.

- Please describe the experience and qualifications of the project lead/project manager and other key members of the project team.

4.3.3.2. Solution Profile (40 points)
Please address the following:

- General
  - Provide a narrative detailing the firms approach for demolishing the buildings. The narrative should outline the measures that will be employed to protect adjacent structures and utilities from damage, along with the practices that will be used to minimize disruption of existing business operations.

  - Provide information regarding firm’s safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
• Planning & Project Schedule
  o Provide an estimated project schedule to complete the scope of work described above.

4.3.3.3. Project Budget (25 Points)
Provide a not to exceed budget for the project. All proposal prices must include the cost for the asbestos abatement and demolition as described in this bid. It is the City’s intent to select a contractor for the site that will, in the City’s sole determination, provide the best demolition proposal at the least cost. Price must include any/all fees related to the project requirements.

Please clearly outline any/all provisions and defined termination clauses and penalties for closing or changing amount of services as needed.

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 a Firm. The following details the points assigned per section:

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<td>4.2.3.1 Organizational Qualifications and References</td>
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<td>4.2.3.2 Solution Profile</td>
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<td>4.2.3.3 Project Budget</td>
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<td><strong>Total Points</strong></td>
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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**¹

The selected firm(s) will be expected to service the marketing, branding, and public relations needs of the City, inclusive of but not limited to the following services:

5.1 **Asbestos abatement**
- The contractor will be responsible for removal of all asbestos-containing material according to the asbestos survey report prepared for this project and in compliance with all U.S. Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and SC Department of Health and Environmental Control (SCDHEC) regulations, and any other applicable law, using best practices.

- The contractor shall submit the required notifications to SCDHEC and any other agency required to be notified.

- The contractor shall furnish all labor, equipment, supervision, and incidentals necessary to provide complete asbestos abatement for the structure.

- The contractor is responsible for all permits related to the project.

- Should it be required the use of a project monitor be used, the contractor shall provide the project monitor and all costs associated with the use of a project monitor.

- Any additional cleaning required after the final cleaning will be performed at the expense of the contractor.

- Any additional sampling costs shall be incurred by the contractor.

- The contractor shall provide the final asbestos clearance inspection prior to conducting any demolition work.

5.2 **Demolition**
- The contractor will be responsible for demolition, removal, and proper disposal of the structure and all the contents.

- The contractor will be responsible for all costs of transport and proper disposal of all demolition debris.

- The contractor shall remove all footings, basement walls, basement floors, and concrete slabs associated with the structure.

- The contractor must use water for dust control during demolition.

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¹ Please note, these are high level tasks to help inform Offeror(s)’ proposal narratives and budget. Final contract Scope of Work will 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.
• All public streets, gutters, and sidewalks shall be clean of debris, dirt and mud during and at the completion of the project.

5.3 Certifications and permits
The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

5.4 Utility Disconnects
The demolition contractor will be responsible for coordinating and cost of all utility disconnects to include, but not limited to power, water, sewer, gas, and cable.

5.5 Reuse of Materials
No materials from the project are proposed for reuse by the City.

5.6 Salvage of Materials
Unless referenced otherwise in an addendum which will be provided at the mandatory pre-bid conference, the contractor shall take ownership of all scrap/salvage materials.

5.7 Extent of Underground Demolition
The contractor will be responsible for demolition of all slabs and all underground structures. The entire basement structure and foundation should be removed and the opening filled with compacted earth on 6 inch lifts. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site. Proper inspection of all the lifts is required and must be coordinated by the contractor.

5.8 Responsibility for Temporary Facilities
The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, water, etc.

The Contractor may also obtain water from a fire hydrant with the rental of a hydrant meter from the City of Mauldin, if available.

5.9 Special Requirements
Caution and care must be exercised to prevent damage to adjacent structures, sidewalks and streetscape and to ensure that existing businesses in the area can operate normally without significant disruption during demolition activities. All required street closures shall be approved at least 48 hours through the City of Mauldin. In addition, any required SCDOT, City or County permits for street closure are the responsibility of the contractor. Due to the adjacency of the power utility, it will also be required to coordinate with Duke Energy the necessary OSHA requirements, and caution and care to protect and prevent damage to the power utility.

The completion date for the project shall be discussed at the mandatory pre-bid conference and walkthrough on Thursday, March 19, 2020. Firms that cannot meet the published schedule for demolition will not be considered.
5.9.1 Hazardous Materials
Preliminary inspections of the sites have been performed to identify and assess suspect asbestos containing materials. The contractor will be responsible for all aspects regarding the removal and disposal of any/all hazardous materials, including, but not limited to, identification, testing, permitting, certification, notifications, best management practices, hauling, disposal fees, etc.

5.9.2 Expected Condition of Site at Completion of Demolition
It is expected that the contractor will backfill all excavated areas with suitable material (sandclay fill w/ 4” topsoil surface course), and grade the area to provide for positive surface drainage for the entire site (generally, 0.5% min. slope from highest point of adjacent curb or sidewalk). The contractor will be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff, until the required 70% soil stabilization has been reached with proper grassing. The contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project.

6. Negotiation/Contract
It is anticipated that the ranking of the top proposals will be completed by April 2, 2020. 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.

It is anticipated that a firm will be selected by April 20, 2020.
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.

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<td>Email address:</td>
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<td>Subscribed and sworn to me this day of</td>
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<td>my commission expires:</td>
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(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).

Company name:

Name of Agent (Print or Type):

Title: Date:

Signature of Agent:

Telephone # Fax #:

Federal Identification Number:

Email address:

Subscribed and sworn to me this day of my commission expires: Title:

(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.

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(Must be notarized by a Notary Public)
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.

Company name:

Name of Agent (Print or Type):

Title: Date:

Signature of Agent:

Telephone # Fax #:

Federal Identification Number:

Email address:

Subscribed and sworn to me this day of
my commission expires:

Title:

(Must be notarized by a Notary Public)