



CITY OF MAULDIN
REQUEST FOR PROPOSALS
(RFQ: 2020–06)

Architectural/Engineering Services for New Fire
Station

November 20, 2020
CITY OF MAULDIN
5 E. Butler Road, Mauldin, SC 29662

1. Introduction

1.1. Submission of Proposals

To be considered, interested parties should submit proposals as detailed in Section 3. All proposals must be received on December 22, 2020 by noon (closing date and time) at which time they will be opened in the upstairs conference room at City Hall. Proposals can be 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 noon may do so by submitting the revisions by 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.

1.2. Purpose

The City is requesting proposals from interested Architectural firms for professional Architectural/Engineering (A/E) (to include Civil) services for the design of a new Fire Station to be located on Plant Dr. (see Attachment A) in Mauldin, SC. Firms interested in providing the aforementioned services must prepare and submit proposals in accordance with the procedures in this RFP. The City will consider proposals only from individuals, firms, or organizations that have demonstrated the capability and willingness to provide professional services as required by the City. Current experience in complete design of Fire Station(s) and extensive knowledge in all NFPA recommendations for fire station facilities is mandatory. The knowledge and use of 'green' materials and LEED design and construction is preferable.

It is the intent of the City to select a Construction Manager/General Contractor At Risk (CMAR), under separate contract, and during one of the phases described within this proposal, to provide expertise to the Owner/Architect in the construction document, pre-construction and construction phase services for this project. Work shall be performed pursuant to the AIA Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (AIA A133-2009) and General Conditions of the Contract for Construction (AIA A201-2007).

The selected CMAR will serve as an integral part of the project team to provide expertise during the pre-construction phase. The services to be performed by the CMAR as related to pre-construction phase activities will include, but are not limited to, cost estimating, phasing, selection of building material, permitting/process planning, coordination of the subcontractor/vendor solicitation and pre-qualification, and projection of construction cost and cash flows.

Upon completion of pre-construction services of the project, the City will have the option to amend the contract in which the scope of construction services and a cost for the construction phase of the project will be determined.

1.3. 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 Mauldin Fire Department operates out of four (4) stations which are staffed by more than 50 dedicated public safety professionals. The fire department proudly serves a population approaching 40,000 residents, living in an area of 23.5 square miles which includes the City of Mauldin and the Mauldin Fire Service Area (FSA) in Mauldin County. The Mauldin Fire Department achieved a Class 1 ISO rating in 2018.

The Departments' four (4) stations are all located in closer proximity to the eastern portion of the FSA. The Department Headquarters is located adjacent to the 2nd busiest intersection in the County – E. Butler Rd. at HWY 276. The Department Headquarters is responsible for responding to calls for service in closer proximity to the western portion of the FSA and one of the primary industrial corridors, which requires navigating apparatuses and equipment through that intersection. It is the intent of the City to build a new Fire Station to relocate the Department Headquarters to the western portion of the FSA will allow the Department to maintain low response times, avoid busy traffic intersections and provide quick emergency responses to calls for services in the rapidly growing FSA

2. Scope of Work

The design of a new Fire Station on undeveloped residential property taking into consideration the following:

- Two company station with spaces and areas necessary to accommodate up to eight (8) firefighters per shift working 24-48 hour shift rotation;
- Three (3) drive-through apparatus bays to accommodate current and future City of Mauldin Fire Department apparatus;
- Emergency power generation system;
- Administrative office;
- Office space to accommodate a Police sub-station to include 5 cubicles and a separate office

2.1. Pre-Design Project Planning

- a. The "Firm" shall meet, as required, with City staff during all phases of this project.
- b. The "Firm" shall gather all necessary information such as zoning restrictions, design guidelines, permit requirements, additional site analysis, utility survey, etc. as needed for the schematic design phase described herein.
- c. The "Firm" shall develop a timeline to complete all project design services for City staff's review.
- d. The "Firm" shall provide documentation and minutes for all meetings.

2.2. Schematic Design Phase

- a. The "Firm" shall review the scope of work as defined herein with the City staff to confirm the requirements of the project and arrive at a mutual understanding of such requirements.
- b. The "Firm" shall review with City staff:
 1. Site use and improvements
 2. Selection of building material with regard to construction methods
 3. Building systems and equipment
 4. Permit requirements
 5. Timelines

- c. The “Firm” shall develop designs in a practical and cost-effective manner and shall work cooperatively with City staff to optimize the project budget.
- d. The “Firm” shall prepare schematic design documents. The drawings shall incorporate, when reasonable and feasible, sustainable and/or green building practices with particular focus on the following areas:
 - 1. Energy efficiency including but not limited to, efficient thermal envelopes, efficient space and water heating, lighting, and appliances
 - 2. Renewable energy options
 - 3. Durable building envelopes and long-lived materials
 - 4. Recycled materials
 - 5. Reduced long-term operating costs
- e. The schematic design document deliverables shall include a conceptual site plan, preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings. Long lead time items and/or specialist materials will be highlighted at this time.
- f. At intervals appropriate to the progress of the schematic design phase the “Firm” shall provide schematic design updates for City staff review.
- g. Upon the completion of the schematic design phase, the “Firm” shall provide drawings, specifications, and other relevant documents for City staff’s review and approval.

2.3. Design Development Phase

- a. The “Firm” shall provide design development documents (CADD) based on the approved schematic design documents. The design development documents shall accurately illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, standard construction details, and equipment layouts. Renderings shall be provided to assist in understanding the presented designs.
- b. At intervals appropriate to the progress of the design development phase the “Firm” shall provide drawings and other documents which depict the current status of design development for the City staff’s review.
- c. The design development phase deliverables shall include building plans, material and systems specifications, sections, elevations, landscape details and other relevant documents for City staff’s review.
- d. This phase shall give adequate supportive and explanatory information insofar as giving the City the ability to make a determination to move to the next phase of Construction Documents. The submittal should be presented in the Standard Plan and Specification format with additional narrative materials as necessary.

2.4. Construction Documents

- a. The “Firm” shall provide full and biddable construction documents based on the approved design development documents and any further adjustments as authorized by City staff. The construction documents shall consist of drawings and specifications setting forth in detail the requirements for construction of the project. Documents shall meet all applicable zoning and building code requirements
- b. At intervals appropriate to the progress of the construction documents the “Firm” shall provide drawings and other documents which depict the current status of the construction documents for City staff’s review. Documents will include project manuals and bid specifications for construction.

- c. All plans, drawings, renderings and electronic files generated for this project are the property of the City and the City shall be provided electronic copies of all documents prepared through all phases of this project.
- d. The Firm shall coordinate work with Construction Manager at Risk (CMAR) for pricing and value engineering.

2.5. Permitting Phase

The "Firm" shall work cooperatively with City staff to:

- 1. Develop and provide digital and hard copy bid packages, plans and specifications to the construction manager (general contractor).
- 2. Identify permit requirements.
- 3. Coordinate document distribution with City staff.
- 4. Respond to code official questions and clarify any issues through City staff.
- 5. Review final guaranteed maximum price for design and code compliance with City staff.

2.6. Construction Phase

- a. The "Firm" shall work cooperatively with City staff and:
 - 1. Participate in pre-constructions meetings.
 - 2. Clarify construction/design issues with City staff and contractors.
 - 3. Assist in providing quality control reviews.
 - 4. Confirm contractor compliance with design specifications, permit and building code requirements.
- b. The "Firm" shall review and approve or take other appropriate action upon contractor's submittals such as shop drawings, product and data samples, for the purpose of checking for conformance with information given and design concepts expressed in the construction documents. The "Firm's" action shall be taken with reasonable promptness to prevent delays in the contractor's work while allowing sufficient time in the "Firm's" professional judgment to permit adequate review.
- c. The "Firm" shall review for cost efficiency and approve or take other appropriate action in regards to change orders and construction change directives prepared by either City staff or the General Contractor

2.7. Project Close-out Activities

- a. Coordinate as-built drawing(s) submittal as CAD files to the City with Contractor.
- b. Coordinate occupancy requirements with contractor and City staff.
- c. Conduct a post-occupancy inspection with City staff.

3. Submission Instructions

3.1. Submission Details

Those firms interested in providing professional services for this project must submit one (1) unbound original, three (3) bound copies, and one (1) digital copy of the proposal packet on USB flash drive. The proposal shall not be longer than 50 pages, single sided (25 pages, double sided), excluding the cover letter, letters of recommendation, tabs, and required City forms.

3.2. Proposal Development

a. Required content of proposal:

The detailed requirements set forth in the Proposal Format are recommended. Failure by any proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Mauldin reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

b. Proposal Format

The proposal format requirements were developed to aid proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

1. Cover Letter

A cover letter must be submitted with a proposer's proposal which shall include:

- a) The RFP subject and number.
- b) Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person.
- c) Prepare an executive summary stating the respondent's understanding of the project, design approach and opinion why the respondent's firm should be chosen. Include any general information the proposer wishes the City to consider about the proposal.

2. Firm's Work History and References:

- a) Provide a brief description of any projects, preferably those including the design and build of full time occupied Fire Stations partnering CM-at-Risk approaches, or similar projects of comparable size and complexity for which the proposed team provided design services. Limit information to no more than eight (8) projects. Include sustainable and green building practices relative to each project.
- b) Provide Letters of Recommendation from clients whose projects were of comparable size, scope and complexity. Projects that include CMAR engagement are most relevant and important. The Letters of Recommendation should include the type of project, CMAR involvement (if any), and whether budget and time requirements were met, allowing the City to evaluate the recommendation's merit.
 - i. Provide the reference's name, address, email and phone number for these recommendations. The City has the right to contact these references if it is deemed appropriate.
 - ii. Firm should include a minimum of eight (8) Letters of Recommendation.

- iii. Recommendations for projects from Mauldin City and County, South Carolina and the Southeast United States are preferred.

3. Prime Consultant Company and Project Team

The proposal should clearly define the proposed team's experience with similar projects and the location of the office providing services. Provide resumes for key team members and the role they will play in the project. Include CMAR experience and LEED certification or other green building experience within this team. Once the City issues a contract, no change in key personnel assigned to the project will be permitted without prior written approval of the City.

4. Sub-Consultants

The proposal should clearly outline the background and experience of the proposed sub-consultants that will perform the various design discipline components of the project and the location of office providing services. Provide resumes for key sub-consultant team members, experience with similar projects, and the role they will play in the project. Include CMAR experience and LEED certification or other green building experience. Once the City issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval of the City.

5. Quality Assurance and Anticipated Timetable

- a) Describe methods the respondent will use to ensure that the design and construction of the project will be completed on time and within budget.
- b) Identify how the respondent's team will work to incorporate sustainable and state of the art operational design into the facility.
- c) Describe the proposed on-site commitment during design and construction.
- d) Describe how the respondent will ensure all design and construction will be compliant with all state, local, and Federal laws, codes and NFPA recommendations.
- e) Describe how the respondent ensures claims avoidance.
- f) Provide a proposed project completion schedule with timetable for all elements listed in the Scope of Services (by section) beginning from the date the "Notice to Proceed" is issued by the City.

4. Proposal Evaluation Criteria

The City's 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. 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.

The Evaluation Committee reserves the right to disqualify any proposal for, but not limited to, person or persons it deems as non-responsive and/or non-responsible. The Evaluation Committee reserves the right to make such investigations of the Proposals as it deems appropriate.

Award of any proposal may be made without discussion with proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response. The Evaluation Committee will review each proposal using the criteria below:

Category	Maximum Points
Firm’s relevant experience completing Fire Stations or similar projects; experience with CMAR and LEED	35
Relevant experience of <u>Key Personnel assigned to this project</u>	15
Approach to assure project quality and stated ability to complete the project in a timely and efficient manner while remain under/on budget	25
Client recommendations	15
Relevant experience of sub-consultants	10
Proposal Evaluation Total	100

5. Selection Process

5.1. Evaluation Committee

An evaluation committee shall be formed to review and evaluate the proposals. The selection team members shall complete evaluation forms giving consideration to information provided in the proposals.

The evaluation committee may elect to interview firms short listed but reserves the right to award the contract based upon the City’s review and ranking of proposals.

5.2. Contract Negotiation

Fee negotiations shall be conducted for performance of the contract at a price which is fair and reasonable. Should the City be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked offeror and the City shall have the option to commence negotiations with the second ranked offeror.

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Mauldin.

6. General Terms and Conditions

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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 B.

6.5. Drug-Free Workplace

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

6.6. 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 D.

6.7. Litigation

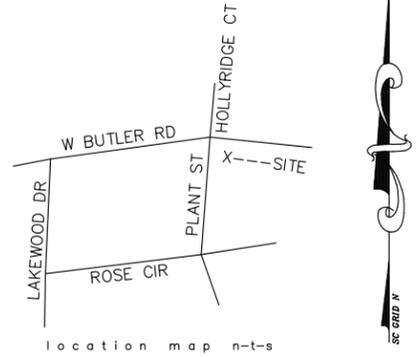
Offerors who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible. Receipt of proposals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

6.8. 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.

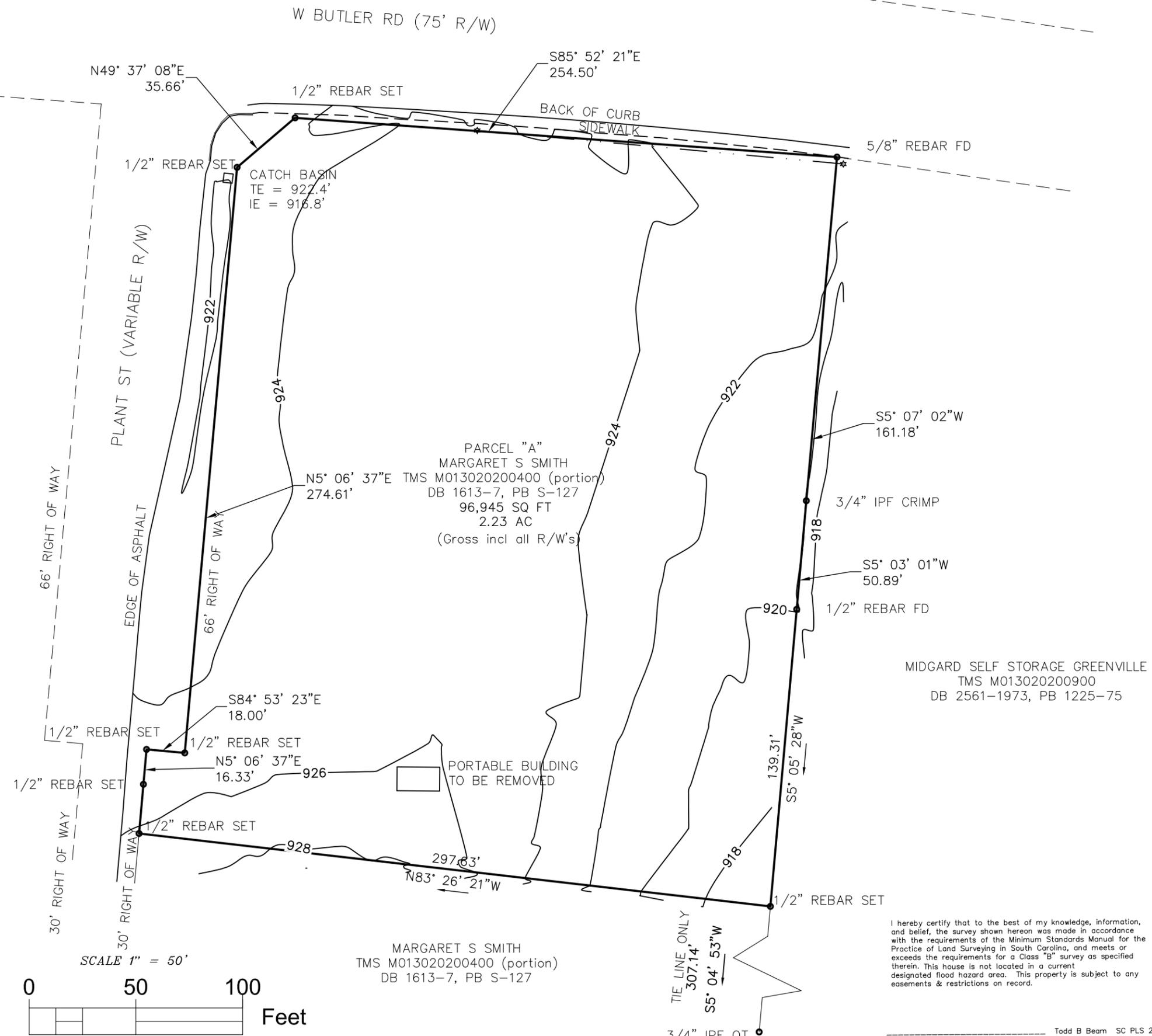
ATTACHMENT A – GIS MAP OF SITE & CONCEPTUAL SITE PLAN

REFERENCE GPS OBSERVATION BY THIS FIRM
SCGS-VRS (NAD83 (2012)-HORIZ, NAVD88-VERT)



- BOUNDARY LINE
- BUILDING
- BACK OF CURB
- CENTER LINE
- CONCRETE
- DASH
- UE
- ELECTRIC
- EDGE OF PAVEMENT
- FENCE
- X
- GRAVEL
- R-O-W
- SETBACK
- SEWER
- SS
- STREAM
- TS
- UTILITY
- TREES - EVERGREEN
- TREES - HARDWOOD

- LEGEND:
- WM WATER VALVE, METER
 - X FENCE
 - UP POWER POLE
 - MH SANITARY SEWER MANHOLE
 - RBS REBAR SET (1/2")
 - RBF/IPF REBAR/IRON PIN FOUND
 - OE OVERHEAD ELECTRIC LINE
 - LP LIGHT POLE



I hereby certify that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein. This house is not located in a current designated flood hazard area. This property is subject to any easements & restrictions on record.

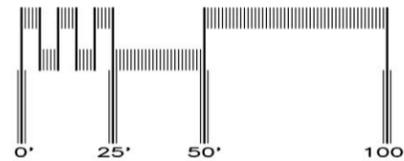
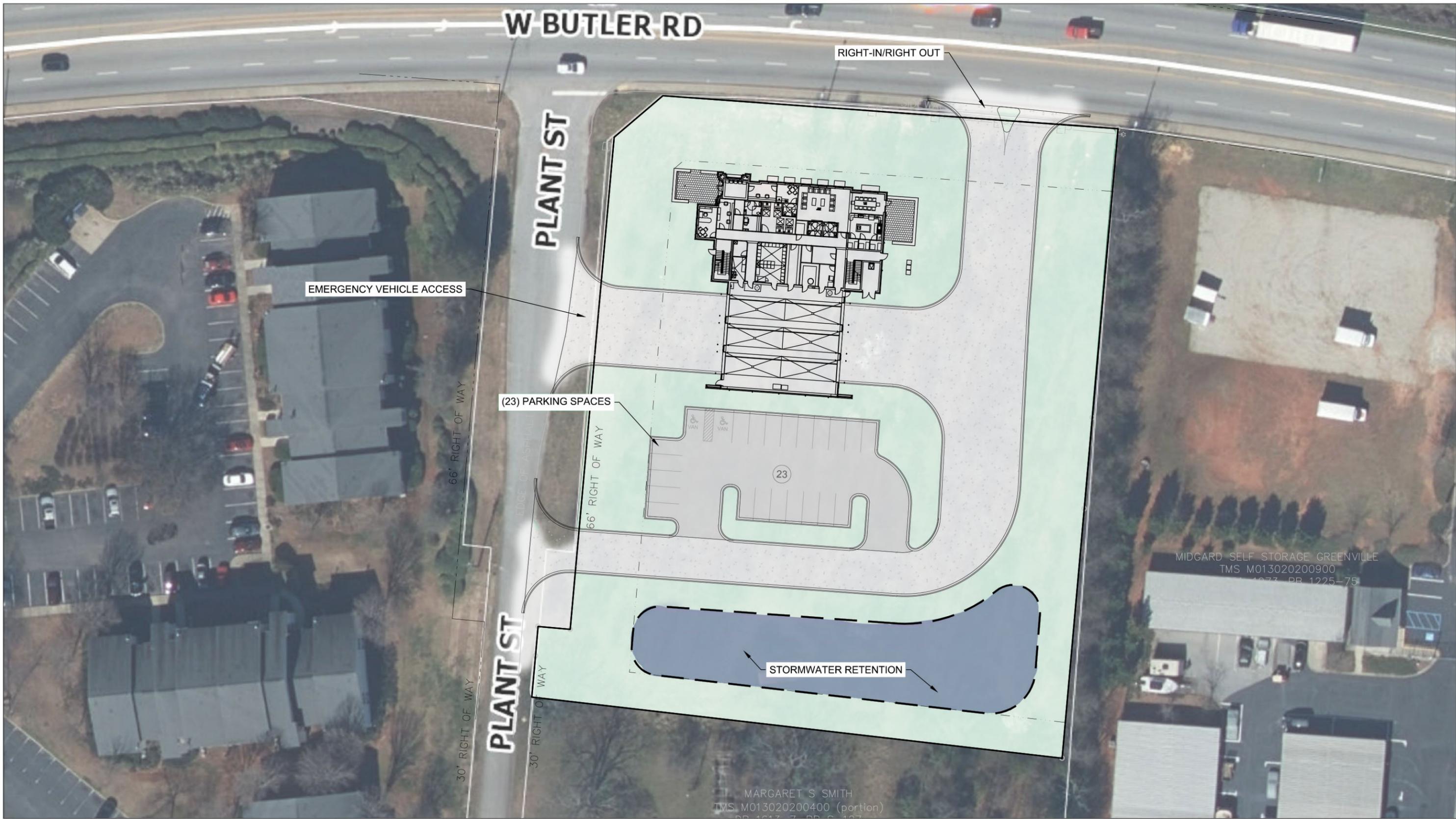
SUBDIVISION SURVEY &
2' TOPOGRAPHIC SURVEY
PARCEL "A"
MARGARET S SMITH
TMS M013020200400 (portion)
DB 1613-7, PB S-127
plat for

CITY OF MAULDIN

GREENVILLE COUNTY	SOUTH CAROLINA
CITY OF MAULDIN	SEPTEMBER 28, 2020
SCALE 1" = 50'	JOB 17-SME MAULDIN

BEAM SURVEYING LLC
Registered Land Surveyors
PO BOX 981
Clemson, SC 29633
Phone 864-490-4610

SURVEYING - GPS CONTROL - PLANNING



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



MAULDIN FIRE

ATTACHMENT B – 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.

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 – 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 D – 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 Attachment.

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 Attachment 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 Attachment shall be mailed to Mark Putnam, PO Box 249 Mauldin SC 29662.

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 E – 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)

SEAL