



**CITY OF MAULDIN
REQUEST FOR PROPOSALS
(RFP: 2021 – 06)**

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)

FEBRUARY 5, 2021
CITY OF MAULDIN
5 E. Butler Road, Mauldin, SC 29662

1. Instructions

1.1. 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 5, 2021 by noon (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 or mailed to the following address:

City of Mauldin
Mark Putnam
5 East Butler Road
PO Box 249
Mauldin, SC 29662

Offerors wishing to make changes to their proposals after submission but prior to noon 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. Any questions, requests for clarification, or requests for data in connection with this RFP shall be submitted to the following contact no later than February 26, 2021.

Mark Putnam, Human Resource Director
864-404-3287
mputnam@mauldincitysc.com

2. Introduction

2.1. Purpose

The City is requesting proposals from qualified vendors/vendors for an electronic document management system.

Vendors interested in providing the services must prepare and submit a proposal in accordance with the Scope of Services in this Request for Proposals. The City will review proposals only from those vendors that include all the information required to be included as described herein (in the sole judgment of the City).

2.2. Background

The City of Mauldin is in upstate South Carolina within the boundaries of Greenville County. The City has 25,648 residents and provides a full range of services by roughly 180 City employees.

The City of Mauldin is open to all electronic document management proposals but will consider solutions that work within its current computing environment.

The City's current computing environment consists of:

- Microsoft SQL Server
- Windows XP/Server 2008 R2
- ESRI GIS Platform

The City uses a number of software applications critical to its core operation and mission. The expects that the proposed electronic document management software solution will need to interface or integrate via a well-documented and available API.

Vendors will be evaluated based on the best fit of the vendor proposed solution to the requirements defined. However, the City may use information other than that provided by the vendor in its evaluation. Vendors will be evaluated against the following criteria (listed in no particular order):

- Quality and timeliness of submitted proposal and presentation, if applicable
- Ability to meet the functional, technical, and interface requirements with minimal custom development.
- Provide deliverables and documentation as stated throughout the RFP and under the “Submission Requirements” section of this RFP.
- Financial stability of the organization
- Company experiences with municipal EDMS systems
- Product viability
- Experience and qualifications of the company and its resources
- References
- Total cost of licenses and maintenance fees
- License and maintenance agreement terms and conditions

3. Scope of Work

The scope of services described herein is the minimum necessary to meet the City’s objectives. The vendor is expected to expand on the scope of this project by incorporating their expertise and proposed method of approach. The City is seeking to acquire and implement a comprehensive enterprise-wide electronic document management system that will accommodate its expanding needs, improve access to information, streamline workflow and management processes, access control, image capture, retention, public access, etc.

3.1. Initial Phase

It is anticipated that this project will be minimally deployed in its initial phase. Initial Phase: Human Resources, Finance, and Business Development Services

The initial phase will include the installation of functional scanning stations, client software for “primary users” which include the City’s Business Development Services Group, the Human Resource Department (2), and the City’s Finance Team for a total of ten (10) users. The expectation is that the City will purchase and implement a solution capable of being deployed to the rest of the departments in a later phase so any prerequisites to this type of deployment need to be included in this initial phase or clearly defined as necessary to a citywide deployment and available as modular additions without a complete re-deployment.

This RFP represents the best effort by the City to define its existing and future requirements for a comprehensive electronic document management system. Statements, questions, and information contained within this document should not in any way be construed as binding on the City is subject to final interpretation or modification by the City as seen fit.

3.2. Requirements

This RFP includes a list of submission requirements. Additional items which further explain this project are found in these requirements and should be considered as viable parts of the scope of work.

3.3. Locations of Business Entities

The scope of work includes the following departments and/or entities. The name and geographic location of each is listed below:

City Hall – 5 E Butler Rd Mauldin, SC 29662
Human Resource Department
Finance Department
Business Development Services Department
City Administration

3.4. Goals

The City is seeking a software system that can meet the standards outlined in this document. The system shall (in no particular order) accomplish the following primary goals:

- Provide excellent intra-department and user security controls.
- Provide segregated security by department and by view to include a secured public view of disclosable documents.
- Be capable of operating in an enterprise networking environment.
- Provide the ability to create and store images of documents using non-proprietary image formats.
- Have no proprietary components.
- Have multiple retention schedule capacity.
- Provide excellent integration capacity with external systems.

The proposed solution shall be of an expandable, modular design to readily incorporate additional enhancements in the future. It should be developed, tested, and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

3.5. Documentation

The City expects the chosen vendor will provide for each software component a complete set of software documentation for users and administrators. The documentation can be printed or downloaded from the vendor's Website. The City will be given permission to reproduce the documentation or parts of the documentation as needed. It is expected that the vendor shall maintain its copyrights to all materials.

3.6. License Structure

The license structure of the proposed solution should accommodate the departments and users as outlined above. The City expects the licensing structure to be based in a manner so that it will also accommodate growth. The City also expects the licensing structure will include price breaks at reasonable intervals for number of licenses acquired by the City.

3.7. Maintenance

Vendors will be required to maintain the proposed system if implemented. The maintenance offering of chosen vendor should clearly outline how the software is maintained including bug fixes, feature and technology upgrades, and assimilation of state-of-the-art technologies.

3.8. Support

The City anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in the City. Live support should be offered during City regular business hours at a minimum. Other desirable support options include FAQs, known issues tracking, email and online- live support, and access to support managers and development staff if required.

3.9. Warranty

The City expects all software to be covered by a reasonable warranty period no less than 90 days. All software and hardware warranties should provide for the operability of the system.

3.10. Project Implementation

This section provides a brief description of the expectations, timeline, and training considerations the City anticipates during project implementation. As before, this section is not intended to be exhaustive and the City is relying on vendors who submit proposals to incorporate the highest levels of service and expertise during the implementation phase(s) of this project.

3.11. Expectations

The following list represents the core expectations of the City:

- The City expects vendors to represent their products and services in an accurate and complete way.
- The City expects to provide a fair selection process that evaluates all opportunities presented to the City and that secures the best possible solution for our organization.
- The City seeks to work with an organization that fits with our culture and approach to establishing good customer service and productive business relationships.
- By implementing the selected EDMS solution, the City fully expects to achieve its goals, and because of the EDMS implementation be able to enhance the service we provide our customers.
- The City expects vendors to be motivated towards completion of the project with little to no encouragement by the City and provide support where needed during this project.

3.12. Timeline

The City hopes to complete the initial phase of the implementation by April 30, 2021. This would include all implementation steps, integration development, system testing, training, and any other steps identified by the chosen vendor.

3.13. Training

Training is considered an essential element of this project. One aspect of training the City will be considering heavily is how quickly and easily the proposed system can be adopted by personnel. How difficult is the system to learn? Is it intuitive for users familiar with Microsoft-based systems? Does the system require heavy ongoing training costs? Does the vendor offer user groups and conferences as means of exposure to current and new technologies? We will be looking for answers to these questions and others within RFP responses, demonstrations, and discussions with vendor representatives.

4. Proposal Submission

All proposals should include the following sections:

Section	Section Title	Page Limit(s)
4.1.	Cover Page	1 page
4.2.	Executive Summary	5 pages
4.3.	Proposal Narrative	5 pages
4.4.	Solution Profile	15 pages
4.5.	Hardware Requirement	5 pages
4.6.	Pricing	5 pages
	Required Attachments	

4.1. 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.

4.2. Executive Summary

Please give an overview of the proposed solution including your company’s unique abilities to meet the project requirements, software requirements, and hardware requirements. Include exceptions to the RFP if any.

4.3. Proposal Narrative

The brief 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. Vendor(s) must address the following sections in the proposal narrative:

4.3.1. Company Information

This section provides each vendor with the opportunity of demonstrating how its history, organization, and partnerships differentiate it. Careful attention should be paid to providing information relevant to the City's needs.

4.3.2. History and Profile

Provide a concise profile of your organization to include the following:

- Identify your company, address, phone number, and primary contact information.
- Describe the history of your company.
- What is your total number of installations of the proposed application software product?
- What is your service commitment to customers and measurements used?
- What are your annual sales?
- Are audited or otherwise verifiable financial statements available upon request?
- Is your organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

4.3.3. Organizational Qualifications and References (30 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. Vendors should have sufficient staff with sufficient certifications to support the City's patrol car up-fit needs. Please provide at least three references for other clients where you have provided the same/similar services.

4.4. Solution Profile (20 points)

Please give a detailed description of the solution you are proposing. Include software modules and hardware required to operate the system. Tell why your solution best meets the needs of the City.

4.4.1. Product Descriptions

For each product module you are including in your proposal, provide a detailed description of its purpose, benefits, and key features. Illustrate the dependencies between modules (e.g., if the organization selects modules "C" and "D" it must have module "B"). Additionally, please indicate wherever a module is required or optional.

4.4.2. Documentation

Both system level and user documentation must be provided. List and describe the available documentation that is included in the proposal pricing in this RFP and the media on which it is published.

4.4.3. Maintenance

Describe the details and duration of any manufacturer's warranty on proposed software system.

- How often do you provide product updates?
- Include your firm's willingness and plan for keeping its products up to date. "Up-to-date" is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.
- Describe the process by which user input is incorporated into new product releases.

- Does the system require an annual maintenance contract?
- What is included in the annual maintenance contract?

4.4.4. Support

Vendor shall describe the extent and nature of software support services, including web- based and telephone support, and consulting support.

- Do you have a telephone access number for technical phone support? What are the hours of support?
- What is the guaranteed response time for telephone support?
- Do you have the ability to provide direct remote support (dial-up or Internet)? Please describe.
- Describe your support escalation procedure.
- What is your policy for the provision of on-site support?
- Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

4.4.5. License Structure

Please describe your software licensing structure in detail. Do so for each product or module if they differ from one another.

4.4.6. Warranty

Describe what is included with the manufacturer's warranty.

4.4.7. Project Implementation

This section covers various aspects of your firm's approach to implementing projects. Please respond with as much relevant detail to the City's project as possible given the information you have been provided in this RFP and/or at the pre-proposal conference (if applicable).

4.4.8. Project Team

List your project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team. Describe the level of City staff involvement required during implementation.

4.4.9. Methodology and Approach

- Provide outline and approach for the project.
- Define criteria used for benchmarks in the implementation process.
- Define your criteria to determine when installation is complete.
- Define your procedure for conflict resolution in the event of a disagreement with the City regarding system performance.

4.4.10. Timeline

Provide a proposed schedule for implementation steps.

4.4.11. Training

- Describe what type of training and the number of people to be trained that is included as part of the initial installation.
- Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training.
- Describe what types of additional training may be available either through your company or through another agency.

4.5. Hardware Requirements

Answer each of the following hardware requirements.

4.5.1. Recommended Hardware Configuration

- Describe in detail all hardware required to implement the proposed software system. Support your suggestions.
- Provide diagram of the recommended hardware configuration.
- Describe the level of City staff expertise required to support the suggested hardware.
- What is expected useful life of the proposed hardware as it relates to our storage needs?
- If your firm is acting as a hardware reseller, describe the details and duration of any manufacturer's warranties on proposed hardware.

4.5.2. Requirements

- Identify any potential performance impact to the existing LAN/WAN and provide recommendations to minimize any performance impact.
- Does the operating system support a 32-bit architecture?
- Software can run using SQL or Oracle.
- Software allows for distributable services. Please explain.
- List minimum client workstation requirements.
- List minimum scan workstation requirements.
- Client workstations must be able to run word processing or any other organization applications concurrently with imaging and database functions.

4.6. Pricing (40 Points)

Your cost table should include complete cost breakdowns for software, hardware, maintenance, training and implementation, and any additional services required.

4.6.1. Software

List and describe the costs for each component of the proposed software.

4.6.2. Hardware

List and describe the costs for each hardware component of the proposed solution.

4.6.3. Maintenance

List and describe in detail the projected maintenance costs involved in this proposed system.

4.6.4. Training and Implementation

- List and describe the costs to train additional 'basic' or 'advanced' users in the future.
- Describe the costs for documentation materials.
- Describe all costs associated with implementing the solution including, consulting, installation, services, travel, and per diem.

4.6.5. Pricing for Optional Items

List and describe pricing for optional items associated with the system.

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 the Finance & Policy Committee. The Finance & Policy Committee will make a recommendation to forward to full City Council for approval for this budgeted capital expenditure. The following, details the points assigned per section:

Proposal Section	Point Value
4.3. Proposal Narrative	20
4.4. Solution Profile	20
4.5. Hardware Requirement	20
4.6. Pricing	20
Total Points	100

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

6. Negotiation/Contract

It is anticipated that the ranking of the top proposals will be completed in late March 2021. The City shall negotiate in good faith with the Vendor as ranked. If negotiations with the top responder are not successful, then the City will move on to the next vendor until the City has made a final selection and successfully negotiated and approved a contract agreement for services.

The Vendor's designated authorized negotiator must be empowered to make binding commitments for the successful Vendor and its sub-contractor(s), if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Vendor. 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 Vendor of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and convened in a subsequent contract

between the City and the Vendor selected. Award will be made to the highest ranked Vendor deemed most advantageous to the City.

7. Questions

The Vendor 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.

Vendors 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 Vendors 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 Vendor 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.

8. Submittal Process

8.1. Proposal Preparation Cost

All expenses incurred by the Vendors in preparation and submission of this proposal are to be borne by the Vendors, 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.

8.2. Right to Reject Proposals

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

9. General Conditions

9.1. Competition

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

9.2. Confidentiality and Proprietary Information

All submissions become the property of the City and will not be returned to the Vendor. 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. Vendors 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.

9.3. Conflict of Interest

The Vendor 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. Vendor certifies by submission of proposal that neither it nor its principals, nor its perspective sub-vendors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state or federal department or agency.

9.4. 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 Vendor 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 Vendor agrees that there is no collusion or arrangement between the Vendors and any other actual or prospective Vendors in connection with proposals submitted for this project and the Vendor 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.

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

9.5. Drug-Free Workplace

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

9.6. Insurance

The Vendor 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 Vendor or its individuals, Vendors, agents, representatives, or employees. A breach of the insurance requirements shall be material. Vendors will submit and minimally the below listed insurance. The Vendor will submit their Insurance Certification with its proposal submittal via Attachment C.

9.7. Proposal Guarantees, Warranties and Schedule

The Vendor must furnish items and services identified under Scope of Work in accordance with Conditions, requirements and all other terms as set forth elsewhere herein. The successful Vendor awarded a contract by the City shall warrant that all labor and equipment of the installed 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 at a minimum, all hardware and software, as well as software or hardware updated during the warranty

period. For vendors greater than a 30 mile radius of the city, for a period of exactly (1) year after system acceptance, the Vendor shall coordinate 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 Vendor with minimal assistance by the City or its technical designees. Vendors must submit Attachment D with its proposal.

9.8. Litigation

Vendors 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 Vendors may be disqualified from the evaluation process.

9.9. No Contract

This RFP is not a tender and does not commit the City in any way to select a preferred Vendor. By submitting a proposal and participating in the process as outlined in this RFP, Vendors 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.

9.9.1. Save Harmless

The successful bidder shall indemnify and save harmless the City and all city officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. The bidder shall have no liability to the City if such patent, trademark, or copyright infringement or claim based upon the bidder's use of material furnished to the bidder from the City.

9.9.2. Publicity Releases

Awardee agrees not to refer to award of this RFP in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

9.9.3. Governing Law

The agreement and any dispute, claim, controversy relating to the agreement shall in all respects be interpreted, construed, enforced, and governed by and under the ordinances of the City of Mauldin and the laws of the State of South Carolina. All disputes, claims or controversies relating to the agreement shall be resolved exclusively by the City Administrator in accordance with City ordinance and / or State law, or in the absence of jurisdiction, only the Court of Common Pleas for, or a Federal Court located in Greenville County, State of South Carolina.

9.9.4. Termination

Subject to the conditions below, the contract may be terminated for any reason by the City providing thirty (30) days advance written notice is given to the vendor.

For Convenience – in the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination cost, if applicable.

For Cause – termination by the City for cause, default, or negligence on the part of the vendor or their sub-vendor shall be excluded from the foregoing conditions; termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default clauses in this bid apply.

9.9.5. Payment for Goods and Services

Payment for goods and services received by the City shall be processed in accordance with local ordinances and policies.

9.9.6. Vendor Schedule

The Vendor also understands by executing and dating this document their proposed prices/costs shall hold Vendor for a period of not less than one hundred and twenty (120) calendar days after the date of the solicitation award.

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.

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 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.

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 – 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 RFP/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