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# CITY OF MAULDIN REQUEST FOR PROPOSALS (RFP: 2022 – 05)

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## CLASSIFICATION AND COMPENSATION STUDY

**Issue Date:** April 25, 2022

**Submittals Due:** May 25, 2022

**Contact:** Mark Putnam  
Human Resources Director

**E-mail:** [mputnam@mauldincitysc.com](mailto:mputnam@mauldincitysc.com)

**Phone:** (864) 289-3287

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

# **1. Purpose**

## **A. Purpose**

The City of Mauldin, SC is soliciting responses from qualified firms to conduct a comprehensive compensation and classification study and develop recommendations for an updated classification and compensation system as described herein. The components of the study shall, inter-alia, include job analysis, job description development, job evaluation, wage and salary survey preparation and analysis, pay range determination, position and pay classification, the development of a complete pay plan, and the preparation of required reports. Included also will be a review of all positions to determine their status with respect to FLSA classification, i.e., exempt or /non-exempt. The chosen firm will provide an updated market study of comparable entities, will evaluate the current position classification system, and will evaluate employee positioning within the existing or recommended salary schedule. The chosen firm will also make recommendations pertaining to the implementation of the study, employee progression, employee performance appraisal system and recommendation on the revision of policies and procedures related to compensation. The employee performance appraisal system to be based upon a pay for performance approach that would link employee performance to organizational objectives, merit increases and employee development.

There is no expressed or implied obligation for the City of Mauldin to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

No preproposal conference will be held, any inquiries concerning this request for proposal should be emailed to Mark Putnam, Director of Human Resources at [mputnam@mauldincitysc.com](mailto:mputnam@mauldincitysc.com).

To be considered, proposals must be received by the Human resources Director, Mark Putnam, at 5 E. Butler Road, Mauldin, South Carolina by 2:00 p.m. on **May 25, 2022**. The City of Mauldin reserves the right to reject any or all proposals submitted.

The City Administrator, Finance Director and Human Resources Director of the City of Mauldin will evaluate the proposals submitted.

During the evaluation process, the City of Mauldin reserves the right, where it may serve the City of Mauldin's best interest, to request additional information or clarifications from proposers and to allow corrections of errors or omissions. At the discretion of the City of Mauldin, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Mauldin reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm, or the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Mauldin and the firm selected.

It is anticipated the selection of a firm will be completed and approved by City Council by June 20, 2022. Following the notification of the selected firm, it is expected a contract will be executed between both parties by August 2022.

**B. Subcontracting**

Subcontracting of the primary functions of the audit will not be allowed. However, if it is determined necessary that any specialty work be subcontracted, it will only be allowed with prior written consent of the City of Mauldin.

## **2. General Background Information**

**A. Background Information**

The City of Mauldin is an incorporated city located in Greenville County, SC. It encompasses 12.35 square miles, serving a population of approximately 24,727. 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. Mauldin has over 200 full-time employees and approximately 16 part-time and seasonal employees.

Employees are classified in unique descriptions in the following major areas: Administrative & Financial Services, Hospitality & Human Services, Public Safety, and Recreational Services. The City has two salary schedules – a regular salary schedule that covers the majority of employees (based upon 2080 hours) and a fire suppression salary schedule (based upon 2756 hours). The regular schedule is comprised of 16 grades, with a minimum, midpoint, and maximum. The fire suppression schedule is comprised on grades 7 through 16, with a minimum, midpoint, and maximum. The City currently adjusts employee compensation through an up to 3% merit increase and adjusts the salary schedule accordingly. Generally, there is no mechanism to move employees through their specific grade. A general classification and compensation study for Mauldin was last conducted in 2018.

The consultant's project manager for the study will be Human Resources Director Mark Putnam, [mputnam@mauldincitysc.com](mailto:mputnam@mauldincitysc.com), who will coordinate the assistance to be provided to the consultant.

A list of key personnel with the location of their principal offices and phone numbers is attached (Attachment A).

## B. City Employee Departmental Breakdown

<u>Department</u>	<u>Number F/T Employees</u>	<u>Number P/T Employees</u>
Administration	4	
Finance	3	
Business Development	5	
Community Development	4	
Public Works	37	1
Police	53	
Judicial	4	1
Fire	48	
Recreation	8	23

## 3. Scope of Work

### A. Scope of Work

1. Gain an understanding of the City's existing classification and compensation structure. Review all background materials including, but not limited to, Personnel Policies and Procedures, organizational charts, classification specifications, etc.
2. Create, modify and/or update job descriptions for all positions in compliance with the ADA and other applicable federal and state statutes. Specifically, essential functions will be identified in each job description.
3. Review and recommend classification structure/system (ideally based on job descriptions):
  - a. Review existing position descriptions to ensure current and accurate Fair Labor Standards Act (FLSA) exemption status, essential functions, minimum qualifications for education and experience, required knowledge, skills, and abilities, special requirements, and physical and environmental conditions; Update the descriptions as needed.
  - b. Classification will include the recommended assignment of each position within the structure using a standardized rating system that analyzes each position against multiple evaluation criteria.
  - c. Ensure position descriptions are in full compliance with all applicable federal, state, local statutes and regulations, including the FLSA and Americans with Disabilities Act (ADA).

- d. Ensure position descriptions are assigned within the classification system, reflecting equitable placement between various position responsibilities; provide a scoring mechanism for the placement of those positions in the classification system and a recommendation on updates thereafter.
  - e. Review existing growth opportunities in certain classifications and make recommendations concerning new growth opportunities.
4. Conduct a comprehensive benchmark market analysis of all City positions with comparable and surrounding (regional) jurisdictions, institutions of higher education, and applicable private/public sector competitors:
- a. Includes a market salary survey of communities in the area that are comparable to Mauldin in size, population, economic climate, proximity to a major city, etc. This will include review of the hours worked by employees in comparable positions.
  - b. Consult with City project manager pertaining to list of applicable jurisdictions/organizations.
  - c. Prepare and deliver a detailed report and analysis of the survey results for all positions compared to the market and how this analysis informs the firm's recommendation.
5. Using the market survey results and comparable job descriptions, the consultant will prepare a recommended compensation plan and salary schedule to correspond to the applicable classification plan.
6. Perform a pay compression analysis of all City positions:
- a. Integrate the market analysis into the City's pay plan and develop and provide recommendations on a pay plan, which may include an open range pay plan (current), a grade and step pay plan, or a hybrid pay plan.
  - b. Develop compensation recommendations that are externally competitive and internally equitable.
  - c. Provide a detailed listing that identifies the proposed placement of all City positions within the pay plan and support for that proposed placement to including scoring methodology.
  - d. Provide a report with recommendations for addressing pay compression issues with the new pay plan.

7. Prepare an analysis of the financial impact for implementation of the recommended pay plan.
8. Present the recommendations in a written report and present the findings in a report form to the City project manager.
9. Develop policy recommendations for the administration and maintenance of the classification and compensation system for inclusion in the City's Personnel Policy Manual.
  - a. Provide for a salary determination methodology (scoring criteria) that is streamlined, transparent, and easy to understand. o Provide a strategy for monitoring for market position, inflation, compression, and internal equity on an annual basis.
  - b. Provide a strategy for the employees' progression through the pay plan/salary schedule that is transparent, easy to understand, and easy to administer.
  - c. Provide a policy recommendation for offer letters based on education and experience for external and internal applicants, as well as a recommendation for internal employee reallocation (promotion, transfer, etc.).
  - d. Provide training to designated City staff members on the utilization and maintenance of the classification and compensation system.
10. The Consultant shall provide to Mauldin a classification manual to be utilized to objectively evaluate new or revised positions following the conclusion of the study.

## **4. Schedule**

### **A. Proposal Calendar**

The following is a list of key dates up to and including the date proposals are to be submitted:

- |                                |                |
|--------------------------------|----------------|
| 1. Request for proposal issued | April 25, 2022 |
| 2. Due date for proposals      | May 25, 2022   |

### **B. Notification and Contract Dates**

- |                           |                    |
|---------------------------|--------------------|
| 1. Selected firm notified | by June 30, 2022   |
| 2. Contract Date          | by August 31, 2022 |

### **C. Timeline & Implementation Date**

The expected timeline for beginning work will be within 60 days of the award of contract. It is expected that the project will take no longer than six (6) to eight (8) months from the start date, and the firm will propose an implementation timeline.

### **D. Payment Schedule**

Offerors shall submit a schedule of deliverables. Final payment terms and deliverables to be negotiated with successful Offeror. City will issue payments based on milestones achieved. Payment terms shall be net thirty (30) days.

### **E. Entrance Conferences, Progress Reporting and Exit Conferences**

1. Entrance Conference no later than August 2022  
The Consultant will meet with all key City personnel. The purpose of this meeting will be to discuss current Compensation issues and the interim work needed to be performed.
2. Progress conference with the Human Resources: As agreed and needed  
The purpose of this meeting will be to summarize the results of the preliminary review and to maintain an open channel of communication and cooperation.
3. Exit conference with the City Administrator, Human Resources Director and Finance Director: To be Determined

The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

### **F. Date Final Report is Due**

The signed Final reports must be delivered to the Human Resources Director on or before January 31, 2022. Once all issues for discussion are resolved, the final signed report shall be presented to City Council no later than March 2022.

## **5. Submittal Requirements**

### **A. General Requirements**

#### **1. Obtain official Request for Proposal Package.**

Firms interested in submitting a proposal should become familiar with the proposal prior to submitting.

## 2. Inquiries

Inquiries concerning the request for proposals must be made to:

The City of Mauldin  
Attn: Mark Putnam  
Director of Human Resources  
PO Box 249  
Mauldin, South Carolina 29662  
[mputnam@mauldincitysc.com](mailto:mputnam@mauldincitysc.com)

## 3. Submission of Proposals

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. The following material is required to be received by 2:00 PM, May 25, 2022, for a proposing firm to be considered.

a. **One (1) electronic copy** of a Proposal to include the following:

i. **Title Page**

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. **Table of Contents**

iii. **Transmittal Letter**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified firm to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days.

iv. **Detailed Proposal**

The detailed proposal should include:

**Contract Management Plan & Experience and Qualifications:** Please provide the experience and education of those who will be executing the study; Please provide information pertaining to the individual(s) responsible for executing the contract; References List; Payment Schedule per Section 3D and, Proposed Timeline & Implementation Date per Section 3C.



**Solution to Scope of Work**

Please provide a narrative that demonstrates the qualifications, competence and capacity of the firms seeking to undertake a Compensation and Classification Study of Mauldin. As such, the substance of proposals will carry more weight than their form or manner of presentation.

**Similar Engagements with Other Government Entities**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and name and telephone number of the principal client contact.

**Cost**

Please provide an itemized listing of the scope of work listed in Section 3 of this document and associated costs.

**License to Practice in South Carolina**

An affirmative statement should be included that the firm and all assigned key professional staff are licensed to practice in South Carolina.

**Attachments**

Executed copies of Compliance, Assurance and Non-Collusion Proposer (Attachment B), Drug-Free Workplace Certification (Attachment C), Proposal Guarantees, Warranties and Schedule (Attachment D).

- b. Proposers should be e- mail the completed proposal to the following address:

Attn: Mark Putnam  
Director of Human Resources  
[mputnam@mauldincitysc.com](mailto:mputnam@mauldincitysc.com)

All proposals must be received by 2:00 PM on May 25, 2022 to be considered.

## **6. Criteria for Rating Proposals**

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.

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.

In rating proposals, the City will carefully weigh the responses in the following categories:

1. Quality of the solution(s) when compared to the City’s needs
2. Experience & Qualifications
3. Municipal experience
4. Cost

The following details the points assigned per section:

Proposal Section	Point Value
Experience & Qualifications	25
Similar Engagements with Other Government Entities	25
Proposed Solution	25
Cost	25
<b>Total Points</b>	<b>100</b>

## **7. General Conditions**

### **A. Competition**

It is the intent and purpose of the City of Mauldin 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.

### **B. 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.

### **C. 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.

**D. 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.

**E. Drug-Free Workplace**

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

**F. 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.

**G. 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.

**H. No Contract**

This RFP is not a tender and does not commit the City of Mauldin 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 – LIST OF KEY PERSONNEL

City Administrator  
Brandon Madden  
5 E. Butler Road  
Mauldin, SC 29662  
864-289-8890  
[bmadden@mauldincitysc.com](mailto:bmadden@mauldincitysc.com)

Human Resources Director  
Mark Putnam  
5 E. Butler Road  
Mauldin, SC 29662  
864-289-3287  
[mputman@mauldincitysc.com](mailto:mputman@mauldincitysc.com)

Finance Director  
Holly Abercrombie  
5 E. Butler Road  
Mauldin, SC 29662  
864-289-8895  
[habercrombie@mauldincitysc.com](mailto:habercrombie@mauldincitysc.com)

City Clerk  
Cindy Miller  
5 E. Butler Road  
Mauldin, SC 29662  
864-289-8893  
[cmiller@mauldincitysc.com](mailto:cmiller@mauldincitysc.com)

Building & Development Services Director  
David Dyrhaug  
5 E. Butler Road  
Mauldin, SC 29662  
864-289-8979  
[ddyrhaug@mauldincitysc.com](mailto:ddyrhaug@mauldincitysc.com)

Public Works Director  
Matthew Fleahman  
700 East Standing Springs Road  
Simpsonville, SC 29680  
864-289-8904  
[MFleahman@mauldincitysc.com](mailto:MFleahman@mauldincitysc.com)

Police Chief  
George Miller  
5 E. Butler Road  
Mauldin, SC 29662  
864-289-8961  
[gmillier@mauldinpolice.com](mailto:gmillier@mauldinpolice.com)

Fire Chief  
Brian McHone  
9 E. Butler Road  
Mauldin, SC 29662  
864-289-8925  
[Bmchone@mauldinfire.com](mailto:Bmchone@mauldinfire.com)

Recreation Director  
Bart Cumalander  
10 City Center Drive  
Mauldin, SC 29662  
864-335-4855  
[bcumalander@mauldinrecreation.com](mailto:bcumalander@mauldinrecreation.com)



**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 ordetermining prices and conditions to be submitted; and
  - d. No person associated with Vendor’s Firm is an employee of the City of Mauldin. Should Vendor, or Vendor’s Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

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

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

**SEAL**

**ATTACHMENT C – DRUG-FREEWORKPLACE  
CERTIFICATION**

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

**SEAL**

**ATTACHMENT 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.

**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 *one hundred and twenty (120)* calendar days after the date of the solicitation award.

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

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

## ATTACHMENT E – INSURANCE

## **INSURANCE - PROFESSIONAL SERVICES**

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

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

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

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

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

9. Workers' Compensation and Employer's Liability Coverage

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

10. Acceptability of Insurers

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

11. Verification of Coverage

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

B. Aggregate Limits

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

C. Deductibles and Self-Insured Retentions

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



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

D. Notice of Cancellation or Non-renewal

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

E. Other Insurance Provisions

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

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

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

(Must be notarized by a Notary Public)

SEAL