



City of Mauldin, SC

March 17th, 2023

REQUEST FOR PROPOSAL (RFP) FOR WALKING TRAIL IMPROVEMENTS AT
MAULDIN CITY PARK

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 31st, 2023 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 bcumalander@mauldinrecreation.com or mailed to the following address:

City of Mauldin
Willie Stewart
5 East Butler Road
PO Box 249
Mauldin, SC 29662
(864) 335-4854

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 of Mauldin 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.

To have an opportunity to walk or look at the project site please email Bart Cumalander bcumalander@mauldinrecreation.com, Willie Stewart wstewart@mauldinrecreation.com or 864-335-4854 to schedule a date and time.

2. Introduction

2.1. Purpose

The City of Mauldin is requesting proposals from qualified contractors/firms to provide labor, material, and equipment to pave and repave the walking trail with new asphalt at City Park. The walking trail is illustrated in Attachment A. Firms 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 of Mauldin will review proposals only from those firms that include all the information required to be included as described herein (in the sole judgment of the City of Mauldin).

2.2. Background

The City of Mauldin owns and operates four parks: Springfield Park, Mauldin City Park, Sunset Park, and Pineforest Park. The walking track at City Park gets a lot of traffic from the community and the surface has deteriorated from use, vegetation growth, park traffic, and the placement of a new playground. Areas around the playground have been updated and newly pathed. The City of Mauldin is looking to keep the same look and layout for the entire trail which runs throughout City Park.

3. Scope of Work

Provide labor, material, and equipment to install 2" of new asphalt in a portion of 440 SY of the trail that is connected to the existing trail. The city will be responsible for the removal of bad areas due to vegetation. It is expected that the firm will abide by State and local codes. All work shall be done to industry standards and comply with all City of Mauldin, State, and Federal codes.

3.1. Demolition

The contractor is responsible for the off-site disposal of all materials removed and any other waste materials.

3.2. Specifications

The Contractor is responsible to verify all measurements. The walking trail area to be paved is approximately 440 SY.

3.3. Asphalt Surfacing / Installing

- Contractor will sweep existing asphalt.
- Contractor will apply tack coat.
- Contractor will Install 2" of asphalt surface over 440 SY of existing trail.

3.4. Sequencing of Operations

- The Contractor is to schedule and limit operations in such a manner as to cause minimal disruption to use and operations of all facilities in the area.

3.5. Permits

- All permits necessary for the prosecution of the work shall be secured by the Contractor.
- Permits through the City of Mauldin are at no cost.
- The Contractor shall give all notices and comply with all laws, ordinances and regulations relating to the conduct of the work.

3.6. Material and Supplies

- Unless specifically provided otherwise in each case, all material and supplies shall be furnished by the Contractor for permanent installation.
- The work shall conform to applicable standard specifications.
- No such material or supplies shall be used by the Contractor for any purpose other than that intended or specified unless such use is specifically authorized by the City of Mauldin in each use.

3.7. Temporary Utilities

- Contractor shall be allowed to utilize existing water and 120-volt electrical power as needed for the completion of the project.
- If a higher voltage of electrical power is required, the Contractor will provide their own power service and no cost to the City of Mauldin
- Contractor shall provide temporary toilets and drinking water for personnel.
- The interior of the facility is not to be used.

3.8. Staging Area

- The staging area and all areas for material storage will be limited on site as designated by the City of Mauldin prior to the start of construction.
- Contractor is responsible for repair to existing pavement caused by construction operations.

3.9. Temporary Security and Protection

- Provide temporary protection for adjacent areas to prevent contamination by construction operations such as dust, debris, fumes, etc.
- Provide temporary barricades as necessary to ensure protection of the public and City employees.

3.10. Site

- All areas of work shall be cleaned up and any material and equipment will need to be out of the way after work is completed for the day.
- Contractor shall take care not to damage any concrete, landscaping, etc.
- Any damage caused by the contractor shall be repaired prior to the completion of the project.
- Contractor shall also be responsible for all damages that may arise from installing.

3.11. Proposal Guarantees, Warranties and Schedule

Contractor shall provide a minimum one-year warranty for all material and workmanship and submit Attachment E with its proposal.

4. Proposal Submission

All proposals should include the following sections:

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

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. Proposal Narrative

The written narrative portion of the request for proposal cannot exceed 20 double-spaced pages. Content beyond the 20-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding. Offeror(s) must address the following sections in the proposal narrative:

4.2.1. 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.

- Overview of company background, including Vendor contact information with names, addresses, telephone numbers and email address.
- Statement by the contractor of his/her understanding of the services desired.
- List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

4.2.2. Solution Profile (40 points)

The solution profile should address the following:

- Describe the overall implementation approach.
- Describe how your Firm will generally meet the Scope of Work.
- Describe your methodology for on-going support when necessary.
- Describe any recommendations for additional scope of work that may not be fully described herein

4.3. Pricing (30 Points)

Prior to beginning any specific segment of construction relevant to the Project, the Contractor shall have agreed to and submitted to the POC, a comprehensive "contract unit price" list of all applicable construction items (i.e. applicable to the specific segment). The quantity of work completed for all items shall be measured in accordance with the units indicated in each section of the Specifications. Quantities shall be paid for at the contract unit price for construction items necessary to complete this Contract. Said prices shall be reviewed for assurance of current market values and payments shall be full compensation for furnishing all materials, labor, tools, equipment, supplies and incidentals necessary to complete the work. All work shall be performed in a neat and workmanlike manner. All quantities listed herein are estimated. The City reserves the right to increase or decrease all quantities as indicated herein without limit at any change in the contract unit price.

Invoices for payment shall be submitted monthly, for a period no less than thirty days

Please provide a clear and concise budget that outlines all monthly service delivery costs as well as any software or start-up/activation costs. Budget should clearly specify pricing approach (e.g. by user, machine, task, hourly rate). Both start up and annual costs will be a consideration in an Offeror selection.

Please clearly outline any/all provisions and defined termination clauses and penalties for closing or changing number of services (number of users/computers, number and location of sites, data center changes) as needed.

5. Evaluation Criteria and Contract Award

The City’s RFP Evaluation Committee (Evaluation Committee) will review, score, and rank all proposals and make a recommendation to City Council on who will best serve the City of Mauldin. Mauldin City Council will make the final decision on selecting a Firm. The following details the points assigned per section:

Proposal Section	Point Value
3.2.1. Organizational Qualifications and References	30
3.2.2. Solution Profile	40
3.3. Pricing	30
Total Points	100

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

6. Negotiation/Contract

It is anticipated that the ranking of the top proposals will be completed by October 14, 2022. The City shall negotiate in good faith with the Offeror as ranked. If negotiations with the top responder are not successful, then the City will move on to the next proposer until the City has made a final selection and successfully negotiated and approved a contract agreement for services.

The Offeror’s designated authorized negotiator must be empowered to make binding commitments for the successful Offeror and its subcontractors, if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Offeror. Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the City and the Firm selected. Award will be made to the highest ranked Offeror deemed most advantageous to the City of Mauldin.

7. Questions

The Offeror shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Offerors finding discrepancies or omissions in the RFP or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Offerors will be advised by means of an Addendum issued by the City.

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 Offerors in preparation and submission of this proposal are to be borne by the Offerors, with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

8.2. Right to Reject Proposals

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

9. General Conditions

9.1. 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 notifications shall be made.

9.2. 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.

9.3. 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.

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 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.

9.5. Drug-Free Workplace

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

9.6. 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.

9.7. 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.

9.8. 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 – AERIAL ILLUSTRATION
OF PARKING LOT AREA**



The red dotted line is the area of this project. The yellow is the entire walking trail.

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 assisted 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 insureds 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 of Mauldin 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 of Mauldin 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 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 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 *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

