



City of Mauldin, SC

REQUEST FOR PROPOSALS (RFP)
FOR LIGHTS AND SOUND EQUIPMENT
AT THE MAULDIN CULTURAL CENTER'S THEATER

Issued: Monday, April 24, 2023
Due: Monday, May 15, 2023 by 12pm

1. Instructions

1.1. Submission of Proposals

To be considered, interested parties should send one electronic (PDF required) version of a fully responsive proposal. All proposals must be received on May 15, 2023, by 12pm/Noon Eastern Standard Time (closing date and time) at which time they will be opened in the upstairs conference room at City Hall. Proposals must be emailed to jrcharles@mauldincitysc.com. If files are too large for email system (over 10MB in size), then the Offeror may submit their proposal via a File Transfer Protocol or cloud-based solution.

Proposals can be mailed to the following address:

City of Mauldin
Attn: J.R. Charles
5 East Butler Road
PO Box 249
Mauldin, SC 29662

Offerors wishing to make changes to their proposals after submission, but prior to the submission deadline, may do so by submitting the revisions by hard copy. It is the Offeror's sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered.

1. Introduction

1.2 Purpose

The City is requesting proposals from qualified firms to provide a Lighting and Audio/Sound solution for the City of Mauldin's theater. Firms interested in providing the aforementioned 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 firms that include all of the information required to be included as described herein (in the sole judgment of the City).

1.2. Background

The City of Mauldin operates a theater as a part of its Cultural Affairs programming. The theater requires an updated, permanent lighting and sound solution by which it can deliver impactful presentations to audiences that visit the theater. The City plans to host multiple events in the theater, and future programming must be supported by a robust lighting and audio system.

1.3. Goals

The City of Mauldin seeks a lighting/audio solution that will allow technicians for bands, stage productions, and other entertainment programs to plan and effectively execute lights and sounds programming for their performances. Lighting and sound solutions should be controlled via an industry-standard operating board(s). Due to the high volume of people who visit the Mauldin Cultural Center, all equipment must feature a secure storage system that will minimize the risk of theft, tampering, and damage.

2. Scope of Work

Provide documentation, a scope of work that addresses the items listed below:

2.1. Desired Equipment Description and General Parameters

- Lighting Apparatus
 - Independently articulating light displays that allows for customization
 - Multi-colored lighting via LED or other high-efficiency output
 - Secure and permanent rigging/truss that is attached to the stage structure
 - Input panel/cabling/apparatus that allows for industry-standard control equipment to program/amend/manually configure lighting schemes
 - Sufficient electrical infrastructure (i.e. cables, connectors, feeders, etc.) to convey suitable amperage/voltage to drive entire lighting system
- Sound Apparatus
 - Audio input that allows for sound delivery to be controlled from an external sound board.
 - Sound board should have ability to be controlled via an external device, such as a iPad or other mobile device, to allow sound engineer to customize sound design in amphitheater
 - The audio solution should have the capacity to accommodate multiple instruments and vocal inputs.
 - Sufficient electrical infrastructure to convey suitable amperage/voltage to drive entire sound system, including an external sound board
 - Acoustic panels added to the walls to regulate sound balancing.
 - Addition of (10) wireless microphones and (2) handheld microphones to permanent equipment.
 - Integrated sound system for lobby.

3. Tentative Schedule

- **April 24, 2023 - RFP Release**
- **April 28, 2023 - Optional Walk-Through - 11am - Attendance Strongly Encouraged**
- **May 5, 2023 - Questions due via email**
- **May 10, 2023 - Answers sent to bidders via email**
- **May 15, 2023 - Proposal Deadline**
- **May 16, 2023 - Proposals Scored**
- **May 18, 2023 - Notice of Proposed Award**
- **May 24, 2023 - Proposed Contract Commences**

4. Proposal Outline

All proposals should include the following sections:

| Section Title | Page Limit(s) |
|--------------------|---------------|
| Cover Page | 1 page |
| Proposal Narrative | 20 pages |
| 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:

- **Organizational Qualifications and References (30 points)**
 - Please provide an overview of your organization and your organization's experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources and services to support the need.
 - 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.
- **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
- **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 on a monthly basis, 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 amount 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. City Council will make the final decision on selecting a Firm. The following details the points assigned per section:

| Proposal Section | Point Value |
|-----------------------------------------------------|-------------|
| Organizational Qualifications and References | 30 |
| Solution Profile | 40 |
| 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 May 25, 2023. 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 Offer or deemed most advantageous to the City.

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. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Offeror in the submission.

The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

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.

8.3 Final Submission

To be considered, interested parties should send one electronic (PDF Required) version of a fully responsive proposal. All proposals must be received on May 19, 2023, by noon (closing date and time) at which time they will be opened in the upstairs conference room at City Hall. Proposals must be emailed to jrcharles@mauldincitysc.com. If files are too large for email system (over 10MB in size), then the Offeror may submit their proposal via a File Transfer Protocol or cloud-based solution.

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9 General Conditions

9.1 Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Offeror's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such 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. No Contract

This RFP is not a tender and does not commit the City in any way to select a preferred Offeror. By submitting a proposal and participating in the process as outlined in this RFP, Offerors expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFP or submissions prior to the completed execution of a formal written Contract.

ATTACHMENT B – COMPLIANCE, ASSURANCE AND NON-COLLUSION

Statement of Assurance, Compliance and Non-collusion

State of _____ County of _____
 City of _____, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
 - a. Will comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, scope of work etc. relating to this solicitation; and
 - c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - d. No person associated with Vendor's Firm is an employee of the City of Mauldin. Should Vendor, or Vendor's Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

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

(Must be notarized by a Notary Public)

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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
 - o \$100,000 each accident
 - o \$500,000 disease/policy limit
 - o \$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.)
 - o \$1,000,000 per occurrence
 - o \$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
J.R. Charles, 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)

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**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