



CITY OF MAULDIN REQUEST FOR PROPOSAL (RFP:2024 – MCC 3)

Installation of Exterior Lighting at Mauldin Cultural Center

Issue Date: February 8, 2024

Submittals Due: March 11, 2024, by 12pm EST

Contact: J.R. Charles, Community Development Director

E-mail: jrcharles@mauldincitysc.com

Phone: (864) 282-3872

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

Introduction

The City of Mauldin, SC, is soliciting a Request for Proposals (RFP) from qualified contractors/firms to provide labor, material, and equipment to install new exterior lighting elements at the Mauldin Cultural Center.

Sealed bid proposals, plainly marked **“Bid #2024-MCC 3 - Exterior Lighting”** on the outside of a mailing envelope as well as the sealed bid envelope, addressed to:

Attn: J.R. Charles
Community Development Director
City of Mauldin
5 E. Butler Road
P.O. Box 249
Mauldin, SC 29662

Bids will be accepted until **Monday, March 11, 2024 at 12pm/Noon.**

Please check the City website at <https://cityofmauldin.org/tools-for-businesses/#rfps> prior to submission for any responses or inquiries or addendums to the RFP. Only answers issued by addenda will be binding. All addendums will be posted on the City of Mauldin website.

The City of Mauldin reserves the right to reject any or all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Mauldin and the selected firm.

INQUIRIES

Questions may be submitted to J.R. Charles via e-mail to JRCharles@MauldinCitySC.com by **3:00 PM on Friday, February 23, 2024.** All questions will be responded to by **3:00 PM on Monday, February 26, 2024.** Only answers issued by addenda will be binding. All addendums will be posted on the City of Mauldin website at <https://cityofmauldin.org/tools-for-businesses/#rfps>.

SITE VISIT

There will be an **encouraged site visit** for contractors/firms who want to submit a bid for the project. The **encouraged site visit** will be held on **Thursday, February 22, 2024, at 10am.** During the visit, contractors/firms will have the opportunity to ask questions, and gain clarity on the scope of work. Contractors/firms who attend the **encouraged site visit** will receive extra points when their bid is scored.

COMPETITION

It is the City’s intent that this RFP shall permit competition. It shall be the respondent’s responsibility to advise the Director of Community Development, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notifications must be received no later than seven (7) days prior to the proposal acceptance date.

Scope of Work

The intent of this RFP is to enable the City to acquire the most appropriate, financially attractive solution from a qualified contractor/firm. Contractor/Firm will provide labor, material, and equipment to install all lighting fixtures and any necessary electrical/wiring improvements to facilitate the new lighting fixtures. All work shall be done to industry standards and comply with all City of Mauldin, State, and Federal Codes.

1. Demolition

Any material removed and any other waste material shall be disposed of properly off-site.

2. Specifications

The Contractor is responsible to verify all counts, measurements, and components.

The work will consist of the following items:

- a. Removal of ground flood light and replacement solution that will adequately illuminate the façade of the Mauldin Cultural Center in an attractive manner.
- b. Remove existing main entrance light and southwest side entrance lights. Installation of High Lumen LED lighting fixture at those entrances of Mauldin Cultural Center
- c. Installation of LED lighting fixture on west side of building to provide flood lighting to ramp area and west parking lot.
- d. Installation of approximately 75 feet of new LED lighting fixture(s) on north side of building above the mural panels.
- e. Application for any and all grants, Duke Energy rebates, and other cost-saving mechanisms where applicable.
- f. All costs for materials, labor, disposal/recycling, electrical wiring, and taxes.

3. Sequencing of Operations

The Contractor is to schedule and limit operations in such a manner as to cause minimal disruption to the operations at the facility.

4. Permits

- a. All permits necessary for the work shall be secured by the Contractor.
- b. Permits through the City of Mauldin are at no cost.
- c. The contractor shall give all notices and comply with all laws, ordinances, and regulations bearing on the conduct of the work.

5. Material and Supplies

- a. Unless specifically provided otherwise in each case, all material and supplies shall be furnished by the Contractor for permanent installation.
- b. The work shall conform to applicable standard specifications
- c. 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 in each use.

6. Staging Area

- a. The staging area for all materials and equipment shall be designated prior to the start of construction and will be approved by the City.
- b. The Contractor is responsible for repair caused by construction operations.

7. Site

- a. Contractor shall take care not to damage any concrete, site lighting, landscaping, etc.
- b. Any damage caused by the Contractor shall be repaired prior to the completion of the project.
- c. The Contractor shall be responsible for all damages that may arise from installing the project.

Submittal Requirements

Any party submitting a proposal should sufficiently address the requested information outlined below. The City of Mauldin reserves the right to either reject proposals or waive deficiencies as it serves the interest of the public.

1. Executive Summary

Provide a title page with the RFP number, subject and name of Proposer, address, telephone number, e-mail address, date and a table of contents.

2. Summary of Pricing

Include a price sheet to clearly identify proposed cost structures. Pricing should be clear, concise and differentiate between included services, alternative proposals and the cost for add-on features or additional users outside of initial limits (if applicable).

3. Vendor Qualifications

Provide a narrative response, including any necessary documents, that contains the following information.

- Overview of company background, including number of years of experience
- Statement by the contractor of his/her understanding of the services described.

4. Proposed Solution(s)

Describe how your proposal meets the City's scope of services including its wants and needs. Include an implementation plan and schedule.

5. References

Provide a list of three (3) projects and references that best showcase the firm’s experience in accomplishing similar projects. The list of projects should a description of the completed work and a point of contact that includes the reference's mailing/physical address, email address and phone number.

SUBMISSION OF PROPOSAL

Proposals shall be submitted in a sealed envelope, plainly marked **“Bid #2024-MCC 3 - Exterior Lighting”** addressed to the Community Development Department, City of Mauldin, 5 E. Butler Road, P.O. Box 249, Mauldin, SC, 29662.

Please check the City website at <https://cityofmauldin.org/tools-for-businesses/#rfps> prior to submission for addendums to the RFP.

Proposal Guarantees, Warranties and Schedule

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

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. Vendor qualifications
3. Municipal experience
4. Pricing model
5. Delivery of services
6. Attendance at Encouraged Site Visit

The following details the points assigned per section:

Proposal Section	Point Value
Summary of Pricing	25
Vendor Qualifications	25
Proposed Solution	30
References	10
Attendance at Encouraged Site Visit	10
Total Points	100

General Conditions

A. Competition

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Offeror's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

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 or 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 A.

E. Drug-Free Workplace

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

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 C.

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 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
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 theSubmittal/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.

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

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT B
DRUG-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).

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

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT C INSURANCE

INSURANCE – PROFESSIONAL SERVICES

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

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

A. Minimum Scope and Limits of Insurance

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

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

9. Workers' Compensation and Employer's Liability Coverage

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

10. Acceptability of Insurers

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

11. Verification of Coverage

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

B. Aggregate Limits

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

C. Deductibles and Self-Insured Retentions

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

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

D. Notice of Cancellation or Non-renewal

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

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

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

(Must be notarized by a Notary Public)

SEAL

ATTACHMENT D
PROPOSAL GUARANTEES,
WARRANTIES AND SCHEDULE

PROPOSAL/PROPOSER GUARANTEES, WARRANTIES AND SCHEDULE

Proposer Guarantees

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this RFQ.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of South Carolina laws with respect to foreign (non-state of South Carolina) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission and consent of the City of Mauldin.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Proposer Schedule

The Offeror also understands by executing and dating this document their proposed prices/costs shall hold Firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

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

(Must be notarized by a Notary Public)