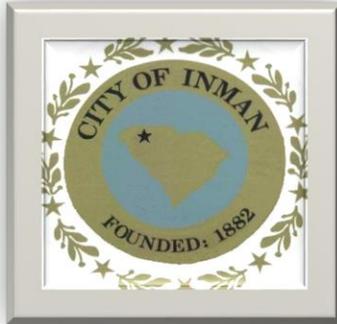


# **CITY OF INMAN**



## **REQUEST FOR PROPOSAL PROJECT # 2014 – 001 RFP**

### **CHRISTMAS LIGHTING AND DECORATIONS**

**20 Main Street**

**Inman, South Carolina 29349**

**September 23, 2014**

## DEFINITIONS

**“City” “Owner”** means the City of Inman.

**“Contract” “Agreement” “Service Contract”** means the contract for services issued to formalize the accepted Proposal.

**“Contractor”** means the person(s), firm(s), or corporations(s) selected, by the City of Inman, to carry out all duties, obligations, work and service described in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to the submission of a Proposal. Both “Contractor” and “Proponent” are complementary in terms of duties, obligations and responsibilities at the Request of Proposals stage, through evaluation process, execution and delivery of the services.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, work, duties and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be completed and furnished by the Contractor.

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** means a requirement that is required to be met.

# REQUEST FOR PROPOSAL (RFP)

## Christmas Lighting and Decorations

City of Inman

20 Main Street,

Inman, South Carolina 29349

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**Project Name:** Christmas Lighting and Decorations

**Project Location:** City of Inman/ Spartanburg County/ South Carolina 29349

**Project Number:** 2014-001 RFP

**Response Deadline:** October 21, 2014 2:00 PM EST

### INTRODUCTION

The City of Inman (herein, City) will receive sealed PROPOSALS from professional qualified experienced and licensed companies for Christmas lighting and Decorations within the City Limits of Inman, SC. The work shall include all labor, material, equipment, permit, license, and all other requirements by the company necessary to perform the work specified herein.

### 1. PROJECT DESCRIPTION

The Work consists of furnishing and installing a 34' fully lighted panel tree at the intersection of Mill and Main Street and decorative building lighting along Mill and Main Streets within the City. The tree will also be disassembled after the holidays and packaged for storage. The building lighting will remain in place. Project will also include a free standing Décor to be located at the intersection of Hwy 176 and 292.

### 2. SCOPE OF WORK

- A. The selected Responder shall provide all city and state licenses, supervision, labor, tools, equipment, materials, etc. to install the work as described below and provided as part of this RFP (Request for Proposal).

City of Inman

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1. Remove all existing decorative lighting from the building façades along main and mill streets.
  2. Furnish and install new RGB, low voltage (12V) LED (C-7 style globe), multi-colored lighting on building façades along main and mill streets. Lighting must be programmable to allow for color changes, flashing and other features. Maximum spacing of bulbs will be 12 inches. Lights will be secured to building roof lines with double sided stick pads and silicone, C clamps or other appropriate means to ensure complete adhesion. **An allowance of 2000' of connected lighting should be included in the proposal with no more than 4 controllers max. Location of controllers must be approved by the Owner.**
  3. Provide transformers as required to step down and connect lighting to 120v or 220v power source provided by the city. Allow 100 feet of additional 12v wire from lights to location of power outlet. Do not cross roads with 12v wiring unless it is properly reinforced.
  4. All work must be completed from bucket truck or other means without walking on the building roofs.
  5. Furnish and install one (1) 34' high panel tree at the intersection of Mill and Main streets. Lighting will be 12V low voltage, LED multi-colored lighting completely programmable to color change, fade, stack or roll; flashing and other features to music. Garland will be American made, heavy duty, and commercial grade suitable for all weather conditions. Design shall withstand sustain winds of 60 mph without suffering damage. Removal, packaging and ready for storage will also be included in the first year pricing.
  6. Furnish and install one (1) self- standing décor with the reading **"Seasons Greetings"** approximately 25' feet wide and 13' high. Décor shall be lite with 12V low voltage LED multi-colored lighting programmable for color changes. City will remove after the holiday season.
- B. Upon completion of work, all areas must be thoroughly cleaned and cleared of any/all debris and/or construction materials used for this work.
- C. Other sub-contractors might be working in the area while this work is being performed, and it is your responsibility to properly coordinate your efforts with theirs.

**3. KEY TASKS:**

- A. It is mandatory each Bidder examine the premises to determine the extent of the work involved and the conditions under which the work will be performed.
- B. By submission of a bid, it shall be construed as evidence that such an examination has been made and no subsequent allowance will be acceptable in this connection.
- C. Examination of the premises must be pre-arranged. To schedule an appointment contact the following:

Mr. Doug Burns, City Manager

Ms. Robin Henderson, City Clerk

Office Telephone (864) 472- 6200

**4. WORK NOT INCLUDED:**

- A. The following items of work are not included;
  - 1. Electrical work to provide 120v power outlets and breakers within 100 feet of the termination of the low voltage transformer and plug.
  - 2. Obtaining release forms from building owners to allow lighting to be placed on their buildings.

**5. OWNER FURNISHED ITEMS**

- A. Permission approvals from all building owners to allow the lighting on their buildings.
- B. Labor to assist in the dismantling of the tree after the holidays.

**6. PROJECT SAFETY**

- A. All work must be done in a safe manner to prevent injuries and/or bodily harm to workers/employees performing work on this site. All work must conform to rules and regulations of the OSHA.
- B. Provide "competent person" documentation where required by OSHA prior to beginning work. Example; first aid, forklift, aerial, and mobile lift inspections, etc.
- C. Provide training documentation for all employees where required by OSHA prior to beginning work; Examples; fall protection, mobile & aerial lift operations, forklift operator's license, etc.
- D. This will be a drug free work environment. Contractor must take appropriate action/s to maintain the integrity of this requirement including testing and removal of workers from the project if deemed necessary.
- E. The contractor and their subs must carry workman's compensation insurance at all times during the construction of the Work.

## 7. WORK AT PROJECT SITE

- A. Contractor's Attendance: Contractor's duly authorized representative shall remain in attendance at project site when the Work is performed either by the contractor or their subcontractors, including work performed at other than specified work hours.
- B. Work Hours: 8:00 a.m. to 6:00 p.m. EST Monday through Friday. Obtain approval for Work occurring at other times.

## 8. STATEMENT OF QUALIFICATIONS

Please provide a micro-brief statement of qualification to include key personnel information, and scope to show ability to handle these requirements, with contact information for the references.

## 9. ADDITIONAL REQUIREMENTS

- a) Responder must demonstrate appropriate certification and training for key personnel including but not limited to: Selected contractor shall possess a license, with appropriate registration; appropriate safety training and emergency procedures provided by contractor at no cost to the City of Inman; and key personnel may be required to pass background checks.
- b) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required.
- c) Upon award of the contract and prior to commencing service, the Contractor shall furnish to the City of Inman Data Sheets, Brochures of all and other necessary information that will fully describe the products and materials that will be used for this work. Contractor is responsible for furnishing any updated material sheet immediately (within 8 calendar days). In the event the Contractor changes products to be used, the new product/s shall be provided to the City for review and approval prior to its use.
- d) All work performed and completed under a resulting agreement will be subject to the acceptance of the City of Inman or its authorized representative.
- e) The Contractor shall furnish to the City, upon award of contract, certificate of insurance naming the City as an additional insured party in amounts requested by City and all insurance policies shall be maintained for the life of the contract. The City may require to be named as "ADDITIONAL INSURED" for its interest on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As part of the certificate of insurance

requirement the Contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the CITY OF INMAN. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained.

## 10. EVALUATION CRITERIA

The following evaluation criteria will be used to determine which qualified Responder is offering the best value to the CITY OF INMAN in providing these services:

Criteria:

- Responsiveness to this RFP
- Capability of the firm to perform the work, taking into consideration the current and planned workload of the firm.
- Detailed scope of work and description of intended services.
- Demonstrated familiarity with local, state and federal restrictions, requirements, and regulatory organizations.
- Experience and past performance, including demonstration of ability to perform similar services.
- Specialized experience or technical expertise of the firm and its personnel in connection with the service to be provided.
- Past record performance on contract/services with other clients, including quality of work, timeliness and cost control.
- Familiarity of firm with type of problems applicable to the PROJECT.

Using a best-value selection process, a City Evaluation Team will select the PROPOSALS which best meets the requirements of this RFP. The City reserves the right to be the sole judge of the suitability of the Responder to provide the required services for the City and to award a contract for the services it deems to be the most advantageous to City.

Therefore, in response, each submitted RFP is encouraged to explicitly state the levels of service being offered. Although price is a factor, the result will not be determined based solely on price.

## 11. PRE-PROPOSAL CONFERENCE

No Conference is scheduled

## 12. SUBMISSION OF PROPOSAL

The following information shall be provided:

- a) Project Proposal
- b) Total Cost (Use 2000 lin. feet as the base line for cost of the building lighting)
- c) Attached Proposal Forms

All submitted PROPOSALS shall become the property of the City of Inman.

RESPONDERS shall fully inform themselves as to all conditions and limitations and shall include in the PROPOSAL a sum to cover the cost of all items.

Each Proposal shall have the appropriate inscription for postal or facsimile delivery:

Mail:

Addressed to:

**Project #2014-001 RFP: Christmas Lighting and Decorations**

**c/o Mr. Doug Burns**

**20 Main Street**

**Inman, SC 29349**

Fax and E-Mail will not be accepted. All proposal must be hand delivered to the City Hall or sent by regular mail in order to reach the City Clerk by Proposal closing date of 4:00 pm, October 21, 2014.

No responsibility shall be attached to a City representative for the premature opening of a PROPOSAL not properly addressed and identified. PROPOSALS correctly submitted will be acknowledged publicly as having been received.

## 13. CLOSING DATE

Proposals for Project #2014-001 RFP: Christmas Lighting and Decorations will be received by the City of Inman on or before 4:00 P.M. EST, Tuesday, October 21, 2014 at 20 Main Street, Inman, South Carolina 29349.

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The City at its sole discretion, reserves the right to accept Proposals received after the Closing date and time but is under no obligation to evaluate.

A PROPOSAL may be withdrawn by a written request to the City prior to the time set for the closing date.

Proposal Validity: Submitted PROPOSALS shall be valid for a period of not less than 30 days after the solicitation closing date.

Contact Information: Mr. Doug Burns, City Manager is the designated contact person and procurement officer for this Request for Proposal. PROPOSALS may not be read publicly. PROPOSALS will be reviewed and evaluated by a City evaluation team. The City reserves the right to reject any and all PROPOSALS submitted.

Pre-Proposal Questions. All questions relevant to this Project are to be submitted in writing to the above listed address, or e-mail: [dburns@scacog.org](mailto:dburns@scacog.org)

### **Sequence of Events**

RFP Information Package Available	October 1, 2014
End of Question/Answer Period	October 14, 2014; 5:00pm
RFP Due Date	October 21, 2014; 4:00pm
Award Contract	October 28, 2014

### **14. CONTINGENCIES**

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of any PROPOSAL responsive to this RFP. While the City intends to execute an agreement with the selected Contractor, it is not bound to do so, and this RFP will not be interpreted as binding the City to enter into an agreement with any Contractor. The City reserves the right to reject any and all PROPOSALS, or to waive any informality, technical defect, or clerical error in any PROPOSAL. The City reserves the right to request additional information from any or all RESPONDERS, and negotiate deviations to the PROPOSAL with the selected Contractor.

- a) Final execution of a Contract is contingent on the successful RESPONDER possessing the appropriate qualification, and experience to provide all specified and miscellaneous work.
- b) This solicitation does not constitute a contract, offer of employment, or offer of purchase. The City makes no representation a contract will be awarded to a respondent to this solicitation.
- c) The City reserves the right to cancel this Request for Proposal for any reason without any liability to any RESPONDER or to waive irregularities at its discretion.

## 15. INFORMATION FOR PROPOSALS

No PROPOSAL will be considered unless the RESPONDER is legally qualified and authorized by the appropriate applicable agencies, on the due date of the REQUEST FOR PROPOSALS, to do business in the State of South Carolina.

a) The CITY OF INMAN reserves the right to reject any PROPOSAL where an investigation of the available evidence or information does not satisfy the City that the RESPONDER is qualified to properly carry out the terms of the SERVICE CONTRACT.

b) Response to this REQUEST FOR PROPOSALS shall represent the total cost to perform the SERVICES, including all labor, equipment, transportation, services, licenses, fees, sales taxes, material, parts, and appurtenances associated with providing of the SERVICES.

c) All PROPOSAL forms shall be signed and be a distinguishable (blue ink) signature. PROPOSALS by a partnership, company, or corporation shall be signed in the official business name followed by the signature and designation of the partner, president, vice president, secretary, or other person authorized to bind the partnership, company, or corporation to the solicitation process of this PROJECT.

d) RESPONDERS requesting information to a question that is pertinent in submitting PROPOSALS to this solicitation will receive an answer, and that answer will be copied to all known recipients of the REQUEST FOR PROPOSALS package. It shall be the RESPONDERS' responsibility to ascertain that they have received all ADDENDA issued.

e) Discovery by the RESPONDER of any ambiguity, conflict, discrepancy, omission, or other errors in this solicitation document, it shall be their responsibility to call it to the City's attention, and immediately provide written notice outlining the problem and request document clarification and/or modification.

f) Proprietary or otherwise sensitive information contained in or with any PROPOSAL is subject to potential disclosure. The City will take every reasonable effort to protect information deemed and marked 'Proprietary'. RESPONDERS must identify all proprietary information in their PROPOSAL.

g) RESPONDERS may withdraw their response any time prior to the PROPOSAL due date and time. The NOTICE must be signed by the RESPONDER, along with acceptable proof of identification of the person requesting the withdrawal as verification as to that person being an authorized representative of the RESPONDER. At the request for withdrawal, the reason(s) for the withdrawal must be specifically stated.

h) The RESPONDER to whom the PROJECT is awarded shall become the "PROJECT CONTRACTOR", being an individual, company, partnership, association, corporation or firm, registered with the State of

South Carolina as a licensed ENTITY permitted to do business in the State of South Carolina. Such qualification shall be a prerequisite to the submission of a PROPOSAL.

i) The "PROJECT CONTRACTOR" shall be State certified for the type of work being requested. No unqualified personnel will be permitted to work on-site. Selected firm shall provide proof that they are registered for the current year, and a copy of their License shows current status and expiration date.

#### **16. NON-APPROPRIATION:**

Any contract entered into by the CITY OF INMAN resulting from this request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

#### **17. S.C. LAW CLAUSE:**

By submission of a PROPOSAL, the RESPONDER acknowledges and understands the award of a CONTRACT shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful RESPONDER from requirements that it be authorized and/or licensed to do business in the State of South Carolina. Therefore, the RESPONDER understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

#### **18. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE:**

By submitting an offer, the RESPONDER certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any Subcontractors or sub-Subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any Subcontractor or sub-Subcontractor.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."

Contractor agrees to include in any contracts with its Subcontractors language requiring the

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Subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-Subcontractors language requiring the sub-Subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any Contractor, Subcontractor, and/or sub-Subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "the Act"], the Contractor agrees to fully indemnify the CITY OF INMAN for any loss suffered as a result of such Contractor, Subcontractor or sub-Subcontractor's failure to comply with the Act.

#### **19. INDEMNIFICATION:**

The Contractor shall agree to indemnify and save harmless the CITY OF INMAN and its officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the CITY OF INMAN, its officers, agents and employees.

#### **20. NON-COLLUSION:**

The Contractor shall expressly warrant and certify that neither the Contractor nor its employees or associates directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this PROPOSAL.

#### **21. PROHIBITION OF GRATUITIES:**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of the contract shall offer or give, directly or indirectly, any employee or agent of the CITY OF INMAN, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract. (Reference South Carolina Code of Laws Title 8, Chapter 13)

#### **22. PUBLIC RELEASES:**

The Contractor shall agree not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the CITY OF INMAN. The Contractor shall not have the right to include the name CITY OF INMAN in its

published list of customers, news releases, without prior approval. The Contractor also agrees not to publish, or cite in any form, any comments or proposals without expressed written permission from the CITY OF INMAN.

### **23. PUBLIC RECORD:**

The CITY OF INMAN is a public body and is governed by the South Carolina Freedom of Information Act. Documents submitted to the City relating to this RFP are subject to requirements of the Freedom of Information Act and may be deemed public records.

### **24. SUB-CONTRACTING:**

The Contractor shall not subcontract any portion of this WORK without approval from the CITY OF INMAN.

### **25. CONTRACTOR LIABILITY:**

The Contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the City and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the Contractor shall indemnify and save the CITY OF INMAN harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend in suit brought against the CITY OF INMAN for attorney's fees and for all other expenses incurred in connection with or as a result of any such suit, claims, or loss. The CITY OF INMAN shall not under any circumstances and without exception act as arbitrator between the Contractor and any Subcontractor. The Contractor will be solely responsible for compliance with code requirements, all dimensions, and all conditions relating to work under a contract for this PROJECT.

## 26. PROPOSED SCHEDULE

- Issue 'Notice of Award' October 28, 2014
- Sign Agreement October 31, 2014
- Issue 'Notice to Proceed' November 3, 2014
- Complete Project ( on or before) \*\*December 4, 201

NOTE: All dates after the 'RFP due date' are subject to change except \*\* date. All work must be completed no later than December 4, 2014 in order to have all lighting and tree ready for "Light up Inman Night" December 5, 2014 at 5:00pm. Saturday work days may be required and approved if necessary to meet this schedule.

# **ATTACHMENTS**

**PROJECT #2014-001 RFP:  
Christmas Lighting and Decorations**

**City of Inman  
20 Main Street  
Inman, SC 29349**

**September 23, 2014**

**ATTACHMENT # 1****CERTIFICATION REGARDING DEBARMENT & OTHER RESPONSIBILITY MATTERS**

By submitting a proposal, Bidder certifies, to the best of its knowledge and belief, that -

I. Bidder and/or any of its Principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph I (B) of this provision.

II. Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(A) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(B) Bidder will provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(C) If bidder is unable to certify the representations stated in paragraphs (I), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidders responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsive.

(D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(E) The certification in paragraph I (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the City of Seneca, the Procurement Officer may terminate the contract resulting from this solicitation for default.

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Authorized Signature

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Date

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**ATTACHMENT # 2**

**WAIVER AND GENERAL RELEASE RE:**

**REQUEST TO ACCESS CITY OF INMAN PROPERTY or PRIVATE PROPERTY**

**FOR PROPOSAL #2014-001 RFP: Christmas Lighting and Decorations**

In consideration of receiving a limited and permissive right to enter the CITY of INMAN OR PRIVATE properties, IT IS AGREED THAT the undersigned hereby release the City of Inman, its agents, officers, directors, attorneys, employees, and designated representatives (collectively referred to hereinafter as "City") and all private property owners to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of the City, except for City's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by the City or others, except for the City's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the City, any individual, company or agency in relation to transportation services to or from SFC facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or City rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the City from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the City for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to the City's grant of a limited and permissive right of entry.

**The foregoing is agreed to this \_\_\_\_ day of \_\_\_\_\_, 2014:**

**PRINT NAME COMPANY** \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**FAX #** \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**ATTACHMENT #3****PROPOSAL****For****PROJECT #2014-001 RFP****CHRISTMAS LIGHTING AND DECORATION****CITY OF INMAN**

Date: \_\_\_\_\_, 2014

PROPOSAL FROM: \_\_\_\_\_, doing  
*Business Name (Print / Type)*

business as a corporation / a partnership / an individual (circle out applicable term), with its principal office in/near the City of \_\_\_\_\_, County of \_\_\_\_\_,

State of \_\_\_\_\_.

TO: CITY OF INMAN (herein called "Owner")

Gentlemen:

As a RESPONDER for the above referenced PROJECT and in compliance with your REQUEST FOR PROPOSALS, having examined the related documents, the site of the proposed work, and being familiar with conditions of the proposed WORK, including the availability of materials and labor, hereby propose to furnish all labor, equipment and services, materials, technical personnel, supervision, in accordance with this REQUEST FOR PROPOSALS, and machinery, tools, supplies, and appurtenances, including utility and transportation services required to complete PROJECT #2014-001 RFP, in accordance with project documents at, and/or for the price for the services. This price covers all expenses incurred in performing the required WORK.

If selected as the PROJECT SERVICE CONTRACTOR (herein "CONTRACTOR"), the RESPONDER agrees to commence WORK on or before the specified "Notice to Proceed" date.

The specifications and addenda are complimentary of each other. What is called for by one shall be as binding as if called for by all. Should there arise a conflict which is not resolved and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the RESPONDER'S responsibility to implement appropriate methods required to resolve the issue.

Responder agrees to perform all of the WORK prescribed for this PROJECT to completion and all for the price listed in the attached Proposal.

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**ATTACHMENT # 4**

**PRICE PROPOSAL**

Submitted By

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(Name of Bidder)

Project: # 2014-001 RFP

**Bid for: Christmas Lighting and Decorations**

Submit Bids to:

City of Inman  
20 Main St  
Inman, SC 29349  
Attention:  
Mr. Doug Burns; City Manager

**Mr. Burns:**

The undersigned, having carefully examined the Bidding Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles and conditions under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work in accordance with the Contract Documents without exception, for the following Base Bid Sum:

**BASE BID SUM:**

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\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

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**BASE BID BREAKDOWN:**

**FASCADE LIGHTING: (2000' PROPOSED)** \$ \_\_\_\_\_

**34' PANEL TREE:** \$ \_\_\_\_\_

**25'x 13' SELF-STANDING DÉCOR** \$ \_\_\_\_\_

**TAXES:**

All taxes imposed by law are included in the Bid sums.

**ACCEPTANCE OF BID:**

If written notice of acceptance of this Bid is received within 30 days after date of Bid opening or anytime thereafter before this Bid is withdrawn, the undersigned will sign the Contract Agreement, and then deliver to Owner that document and the certificates of insurance all within **10** days of date of receipt of the Contract Agreement, prepared by the Owner.

**COMMENCEMENT AND COMPLETION OF WORK:**

If this Bid is accepted, the undersigned agrees to promptly commence the Work and to achieve Completion on or before December 4, 2014.

**ORGANIZATION:**

The undersigned is organized as a ( ) corporation, ( ) partnership, ( ) individual, ( ) sole proprietorship, ( ) joint venture, ( ) other in the State of \_\_\_\_\_

**FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_

**CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**CONTRACTOR CLASSIFICATION, SUBCLASSIFICATION, AND LIMITATION:**

\_\_\_\_\_  
 (Classification) (Sub classification) (Limitation)

**ADDENDA:**

Receipt of the following Addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**AUTHORIZATION:**

(Name of Bidder)	
(P. O. Box, City, State, Zip)	(Street, City, State, Zip)
(Name of Authorized Person)	(Title of Authorized Person)
(Signature of Authorized Person)	(Date)

**Notes:**

1. Signature is by a person legally authorized to bind Bidder to a Contract. If the signature is by an agent of the Bidder, the current Power-of-Attorney certifying the agent's authority to bind the Bidder is attached.
2. If Bid is by a corporation, the corporate seal is affixed immediately below.

**ATTACHMENTS:**

Attached to this Bid are the following:

1. Alternate[s].
2. Value Engineering Suggestions.
3. Exceptions to Bidding Documents.
4. Subcontractors.
5. Safety Information.
6. Allowances.
7. List of References
8. Other attachments as follows:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

**ALTERNATE/S**

**NONE**

**VALUE ENGINEERING**

Listed below is Value Engineering that would result in cost or schedule saving. Cost breakdown identical to breakdown provided for Base Bid Sum. If no Value Engineering is proposed, type "NO VALUE ENGINEERING PROPOSED."

**EXCEPTIONS TO BIDDING DOCUMENTS**

Listed below are exceptions to Bidding Documents. If exceptions are proposed, cost breakdown is identical to breakdown provided for Base Bid Sum. Note that Exceptions may be cause for bid rejection. If no exceptions to Bidding Documents are proposed, type "NO EXCEPTIONS TO BIDDING DOCUMENTS."

**LIST OF REFERENCES**

Please list three (3) references with location and telephone number

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**SUBCONTRACTORS**

1. Subcontractors: Listed below are Subcontractors for this Work, type of work to be performed, and the dollar amount of their contract. Bidder agrees Owner reserves the right to review and approved proposed Subcontractors prior to award of Contract Agreement.

**Subcontractor**

**Type of Work**

**Amount**

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**END OF SECTION**