



**TOWN OF EDISTO BEACH
2414 Murray Street
Edisto Beach, SC 29438**

**REQUEST FOR PROPOSAL
PROFESSIONAL TANK MAINTENANCE
PROGRAM FOR WATER STORAGE TANKS**

**RFP No.2020-03
Date of RFP February 14, 2020**

IMPORTANT INFORMATION AT A GLANCE:

Due Date and Time:	03/24/2020 2:00 p.m.
Deadline for Questions:	03/16/2020 4:00 p.m.
Submit Questions to:	Iris Hill, Town Administrator
	Email address: ihill@townofedistobeach.com
Number of Copies Required:	1 original, 2 copies
Ship or Hand Deliver Submittals to:	2414 Murray Street Edisto Beach, SC 29438

**** Please note that UPS and FedEx do not guarantee next day delivery before 2:00 PM in this zip code.***

TABLE OF CONTENTS

REQUEST FOR PROPOSAL_____	3
Proprietary and/or Confidential Information_____	4
REGISTRATION_____	5
Firm Registration_____	6
PURPOSE_____	8
SCOPE OF WORK_____	8
PROPOSAL RESPONSE PROCESS & REQUIREMENTS_____	12
MINIMUM QUALIFICATIONS & REQUIREMENTS OF THE RESPONDER_____	15
CONTRACTUAL AGREEMENT_____	15
EVALUATION CRITERIA_____	16
GENERAL TERMS AND CONDITIONS_____	17

APPENDIX A – WATER STORAGE TANK COATING SPECIFICATION

APPENDIX B – SCHEDULE OF WORK AND FEES

APPENDIX C – REQUIRED FORMS

Proposal Certification

Subcontractor Qualification Form

Non-Collusion Oath

Ethics in Public Contracting Affidavit

Equal Opportunity Certification

Compliance with Illegal Immigration Act

Drug-Free Workplace Affidavit

REQUEST FOR PROPOSAL #2020-03

PROFESSIONAL TANK MAINTENANCE PROGRAM FOR WATER STORAGE TANKS

TOWN OF EDISTO BEACH

Administration
Iris Hill
Town Administrator

Sealed submittals will be received in Town Hall, 2414 Murray Street, Edisto Beach, South Carolina until 2:00PM, March 4, 2020. All qualified firms are invited to submit proposals to the Town of Edisto Beach for the following:

The Town encourages the use of recycled paper products and double-sided print. The Town discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMIT One unbound original and 2 bound copies of all requested documentation must be received on or before March 24, 2020 at 2:00 p.m.(date & time)

MAILING ADDRESS Town of Edisto Beach
2414 Murray Street
Edisto Beach, SC 294338
Attention: Iris Hill

EMAIL ihill@townofedistobeach.com

DEADLINE ENFORCED:

Submittals delivered after the time and date set for the receipt of submittals shall not be accepted and will be returned unopened to the firm. It is the firm's responsibility to ensure timely delivery of the submittal. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to firms and will not be exempted from the deadline requirements, email, telephone, or faces proposals will not be accepted.

Any submittal as a result of the RFP shall be binding on the Firm for ninety (90) calendar days following the specified opening date. Any submittal for which the Firm specifies a shorter acceptance period will be rejected.

If the Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Firm shall immediately notify the Town of such error in writing and request modification or clarification of the document. The Firm is responsible for clarifying any ambiguity, conflict discrepancy, omission or other error in the RFP or the matter shall be waived.

Proprietary and/or Confidential Information

Your submittal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to the standard, please do not submit your submittal. Any information that is to be treated as confidential and or proprietary must be clearly identified on each page containing confidential and/or proprietary information, in whole or in part and must be stamped or denoted as CONFIDENTIAL, in bold, in a font of at least 12- point type in the upper right-hand corner of the page.

Firms are cautioned that any statement made by Town staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

Questions regarding this submittal must be in writing and must be sent to Iris Hill, Town Administrator, email: ihill@townofedistobeach.com; fax (843) 869-3855. **All questions must be received by March 16, 2020 at 4:00 p.m.**

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to the questions pertaining to the RFP will be posted on the website at: www.townofedistobeach.com/bids.

Prospective Firms shall not contact communicate with or discuss any matter relating in any way to the Request for Proposal with the Town Council any employee of the Town of Edisto Beach or Professional Services Selection Committee other than as directed in the cover page of the Request for Proposal. Such communications initiated by a Firm shall be grounds for disqualifying the offending Firm from consideration for award of the submittal and/or any future submittal.

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in disqualification.

Sealed submittals may be mailed, express mailed or hand delivered to:

**Town of Edisto Beach
2414 Murray Street
Edisto Beach, South Carolina 29438**

REQUEST OF PROPOSAL

REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please email the completed form to the Administration Department as soon as possible. It is the Firm's responsibility to verify if addenda have been issued.

RFP Number and Title: No. 2020-03 Professional Tank Maintenance Program for Water Storage Tanks

Description: The Town of Edisto Beach is seeking to contract with a firm or firms to provide engineering services to

(will need to fill in)

Receiving Period: March 24, 2020 at 2:00 p.m.

Please note that UPS and FedEx do no guarantee next day delivery before 2:00 PM in this zip code.

Opening: March 24, 2020 at 2:00p.m.

This form is for registration only. Please scroll down for additional information.

FIRM REGISTRATION

EMAIL THIS FORM BACK IMMEDIATELY

EMAIL: ihill@townofedistobeach.com

Carefully complete this form and email it to the Administration Department. You must submit one form for each submittal that you are registering form.

Firm Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone: Fax: Email: _____

Mobile Phone (Text): _____

CURRENT E-MAIL ADDRESS REQUIRED

Once selected, Notice of Award shall be posted on the Town's website, and notices of non-award shall be sent to all proposers via e-mail.

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as "Sealed Submittal." Be sure to include the name of the firm where requested.

SEALED SUBMITTAL • DO NOT OPEN

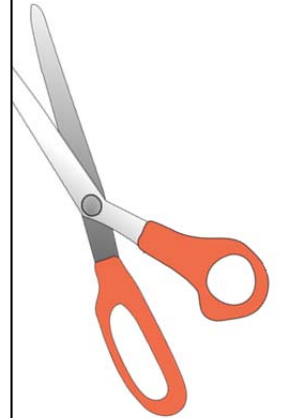
SEALED SUBMITAL NO. RFP 2020-03

TITLE: PROFESSIONAL TANK MAINTENANCE PROGRAM FOR
WATER STORAGE TANKS

DUE DATE/TIME: March 24, 2020 2:00 p.m.

SUBMITTED BY: _____
(Name of Firm)

DELIVER TO: Town of Edisto Beach
 Administration Department
 2414 Murray Street
 Edisto Beach, South Carolina 29438



1.0 PURPOSE

The Town of Edisto Beach, South Carolina, hereinafter identified as the Town, is requesting proposals from Professional Tank Maintenance Service Providers with experience in the administration, inspecting, renovating, and systematic maintenance of potable water storage facilities. It is the Town's intent to contract for a full-service perpetual maintenance program with a vendor that will include all inspection services, maintenance and repair services, and painting services for the Town's water tanks. The purpose of this Request for Proposal (RFP) is to provide interested Service Providers with sufficient information to enable them to submit a detailed proposal for review. This RFP also sets forth a systematic method of submittal and evaluation that will be uniform, fair, and impartial for all interested Service Providers.

2.0 SCOPE OF WORK

The Service Provider shall perform all required work and shall provide and furnish all labor, supervision, materials, necessary tools, expendable equipment, utility and transportation services and all else required to complete this work in accordance with this RFP, including any and all Addenda.

The proposal shall address all of the information outlined herein. Note that any work requiring a tank to be taken out of service must be completed during the Town's off-peak season (October 1 – March 1). Each Service Provider is responsible for testing the current materials in place on the tanks for hazardous content. All work must comply with OSHA Confined Space Entry, South Carolina Department of Health and Environmental Control (SCDHEC), American Water Works Association (AWWA), and National Sanitation Foundation (NSF) Regulations and Standards. Proposals will be considered, and should be written to provide the contracted maintenance of the following tanks:

100,000 Gallon Town Hall Elevated Storage Tank

200,000 Gallon State Park Ground Storage Tank

It is the responsibility of each prospective responder interested in this proposal to inspect the tanks prior to the submission of their proposal. Contact Mr. Patrick Zemp at (843) 869-2505 or via email at pzemp@townofedistobeach.com to make inspection of the tanks.

A successful Service Provider will communicate through their response that they meet the minimum qualifications and possess the experience, capability, and capacity to accomplish the Town's maintenance objectives. Detailed descriptions are provided below of the essential services that may be required by the selected Service Provider.

2.1 Administrative Responsibilities

An Account Representative, acceptable to the Town and directly employed and supervised by the Service Provider, will be responsible for the administration of services outlined in the agreement. The Account Representative will be responsible for:

1. Acting as a single point of contact representing the Service Provider for subjects related to the delivery of services, customer satisfaction, and any dispute resolution.
2. Performing or supervising the annual inspections and periodic washout inspections. The representative must be, at a minimum, a certificated NACE Level 1 coating inspector.
3. Planning, documenting, and submitting a schedule of all needed maintenance in a timely manner. A schedule of maintenance would outline work to be completed, a detail of the scope of work, and associated cost.
4. Delivering a comprehensive annual report to the Town's representative, detailing the condition of each tank, a summary of any work completed, and compliance with SCDHEC standards. The format of the annual report will be of one acceptable to the Town.
5. Ensuring each water tank under the service agreement is compliant with SCDHEC regulations.
6. Certifying compliance with the Terms and Conditions of the executed contractual agreement.

2.2 Inspection and Evaluation

The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to perform all inspections. ANSI / AWWA Standard D101-53 (R86), Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage, must be used as minimum guidelines for inspections. Anticipated services include:

1. Each tank will be visually inspected, at a minimum, once in a twelve-month period. If conditions warrant, additional visual inspections will be performed at no added cost.
2. All observations will be documented in a concise report with supporting photographs.
3. The tanks' compliance with SCDHEC regulatory standards and regulations will be documented in a separate single page compliance report with supporting photographs.
4. Any repairs and/or renovations shall be inspected for quality and completeness, and must be documented by a written and/or digital report.
5. A trained professional is defined as a certificated NACE or SSPC inspector.

6. The Account Representative will perform or supervise all inspections. A qualified representative of the selected Service Provider, acceptable to the Town and meeting the minimum requirements, may perform the physical inspections.

2.3 Water Quality

The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to perform all labor and will provide all equipment and materials to clean, inspect, and disinfect each water storage tank identified in this RFP. Wash out disinfection services shall include, but are not limited to the following:

1. Each water tank will be washed out, inspected, and disinfected at a minimum of once every three (3) years, in accordance with the American Water Works Association (AWWA) C652 Standards.
2. Washouts shall be performed following AWWA Standards D652-86 Spray Method 2 Standards for Potable Water Tank disinfecting.
3. All observations will be documented in a concise report with supporting photographs.
4. The tanks' compliance with regulatory standards and regulations will be documented in a separate single page compliance report with supporting photographs.
5. A trained professional is defined as a certificated NACE or SSPC inspector.
6. The Account Representative will perform or supervise all inspections. A qualified representative of the selected Service Provider, acceptable to the Town and meeting the minimum requirements, may perform the physical inspections.

2.4 Renovation Services

The selected Service Provider will provide experienced, trained personnel directly employed and supervised by the Service Provider to perform support services and provide the equipment, labor, and materials necessary to perform the services identified in this RFP document.

1. The selected Service Provider must follow the Town of Edisto Beach Water Storage Tank Coating Specification included in Appendix A.
2. Subcontracted Service Providers must meet the minimum requirements outlined in this RFP and must be approved by the Town.

2.5 Future Maintenance Services

The selected Service Provider will provide experienced, trained personnel directly employed and supervised by the Service Provider to perform support services and provide the equipment, labor, and materials necessary to perform any repairs, interior

renovations, and exterior renovations. For the purposes of future scheduling, consider the most recent tank renovations that were performed under contract:

Town Hall Elevated Tank – 2018 Interior and Exterior (Overcoat) Renovation

State Park Ground Tank – 2017 Interior and Exterior (Overcoat) Renovation

The selected Service Provider must follow the Town of Edisto Beach Water Storage Tank Coating Specification included in Appendix A. The following scope also applies:

1. Interior Renovations - Projected interior renovation cycles should foremost ensure the structure is protected. Notwithstanding, the Town expects the interior of a tank to be free of any visible surface imperfections such as blistering, checking, cracking, pinpoint rusting, corrosion, or undercutting. Complete Rehab cycles of the interior of each tank, as defined in the Town's specifications, will be calculated every 10 years from the contract anniversary date, last recoating date, or first scheduled renovation, whichever occurs first. The Town reserves the right to provide an independent (third party) comprehensive condition assessment of the tank prior to moving forward with suggested interior maintenance.
 - a. Under the executed contractual agreement, the Service Provider will be responsible for addressing any premature coating failure to ensure a tank to be protected and sanitary.
 - b. Under the executed contractual agreement, the Service Provider will be responsible for all corrections and repairs to the Town's water tanks necessitated by acts of vandalism or through normal deterioration at no additional expense.

2. Exterior Renovations - Projected exterior renovation cycles should foremost ensure the structure is protected. Notwithstanding, the Town expects each water tank to be kept visually appealing and will not accept visible coating imperfections, such as; excessive chalking, blistering, cracking, flaking, pinpoint rusting, or corrosion. Overcoating and Complete Rehab cycles of the exterior of each tank, as appropriate and defined in the Town's specifications, will be calculated every 10 years from the contract anniversary date, last recoating date, or first scheduled renovation, whichever occurs first. The Town reserves the right to provide an independent (third party) comprehensive condition assessment of the tank prior to moving forward with suggested exterior maintenance.
 - a. Under the executed contractual agreement, the Service Provider will be responsible for addressing any premature coating failure to ensure a tank to be protected and kept visually appealing.
 - b. Under the executed contractual agreement, the Service Provider will be responsible for all corrections and repairs to the Town's water

tanks necessitated by acts of vandalism or through normal deterioration at no additional expense.

It is the responsibility of the Service Provider to specify a scope of work that achieves both the Town's maintenance objective and cycle criteria. A complete response should incorporate, at a minimum, a model scope of work, preventative maintenance service, and proposed exterior and interior scope of work.

2.6 Miscellaneous Services

The selected Service Provider may be asked to perform, supply, or consult with expertise, support, equipment, labor, and/or materials to safeguard stored water quality. Miscellaneous Services shall include, but may not be limited to:

1. Maintenance related project consulting, management, and scheduling.
2. Structural repair, consulting, management, engineering, and emergency repairs services.
3. Engineering services to address any structural issues or potential modifications to a water tank.
4. Provide consulting or management of cellular phone installations. The service provider should show evidence of experience and knowledge of the cellular industry requirements and standards to ensure regulatory compliance.
5. Support services, products, material, and installation expertise of water quality technologies for water storage facilities.

3.0 PROPOSAL RESPONSE PROCESS & REQUIREMENTS

To facilitate a fair comparative analysis and evaluation of each proposal, a uniform format shall be employed in structuring each proposal. All forms and documents required in this RFP must be included in the proposal response. All proposals must satisfactorily address the items below in the following order:

1. **QUALIFICATIONS, EXPERIENCE, & PERSONNEL**
 - a. Provide an informative narrative report introducing your company and detailing your capabilities.
 - b. Summarize how your company fulfills the minimum qualifications to satisfy the Town's maintenance objective and state your ability to comply with the conditions and requirements outlined in this RFP.
 - c. Provide a list of systems that are currently being maintained by your company that require similar services to the Town's needs. Only Service Providers that currently provide similar services to a minimum of twenty-five (25) water systems will be considered. Include a contact

name, telephone number, and the number of tanks under each contract. Experience within the state of South Carolina and in similar coastal areas by your company should be demonstrated.

- d. Provide documentation that your company has been incorporated for a minimum of twenty (20) years, and a disclaimer of no current pending litigation.
- e. Demonstrate your ability to meet the safety and insurance requirements outlined in this RFP.
- f. Briefly describe your approach and program to satisfy the Town's maintenance objective.
- g. Provide a brief resume summarizing the experience of all the individuals who will be responsible for providing services to the Town.
- h. Identify the Account Representative, summarizing his or her experience.

2. PROJECTED TANK SERVICES

- a. Provide a detailed evaluation of the Town's water storage tanks with particular regard to the internal and external structural condition of the tanks and any of its appurtenances, need for painting, and condition of each foundation.
- b. Based on the evaluation and requirements identified in this RFP, provide a detailed outline, schedule, and description/scope for all appropriate work and renovations anticipated from FY2021 through FY2030 on each of the Town's water storage tanks. The Schedule of Work and Fees provided in Appendix B must be used to summarize the projected work.
- c. Include a sample inspection and compliance report for each type of work anticipated (visual, washout, interior renovation, exterior renovation, etc.).
- d. Include a comprehensive statement that acknowledges the Service Provider will assume sole responsibility for all corrections and repairs to the Town's water tanks necessitated by acts of vandalism or through normal deterioration at no additional expense.

3. MISCELLANEOUS SERVICES

- a. Summarize your ability and capacity to provide the miscellaneous services listed in this RFP, including your ability to provide emergency repair services.
- b. Provide the Town with proof of authority to practice Engineering the State of South Carolina.

- c. Indicate if any of the services will be outsourced to a Subcontracted Service Provider.

4. SAFETY, COMPLIANCE, AND INSURANCE REQUIREMENTS

- a. Summarize your compliance with OSHA, AWWA, NSF, and SCDHEC Regulations.
- b. Include an insurance certificate detailing the levels of insurance required by the Town to accept a contractual obligation. Reference Section 7.10 of this RFP for the minimum insurance requirements.

5. PROPOSED FEE SCHEDULE OF THE MAINTENANCE SERVICE

- a. Affirm you agree to execute a formal written contract in form, content, and at a cost acceptable to the Town and that meets the requirements of Section 5.0 of this RFP.
- b. Provide a "Schedule of Fees" for all work anticipated from FY2021 through FY2030 that has been identified in Section 2 ("Projected Tank Services") of your proposal. The Schedule of Work and Fees provided in Appendix B must be used to summarize the projected fees.
- c. All work must meet or exceed the Town's requirements outlined in this RFP.
- d. If the contractual agreement is canceled, account for all cost the Town would be obligated to pay.
- e. The proposed fee schedule shall be binding upon the offeror for 90 calendar days following the proposal opening date. Any proposal in which an offeror shortens the acceptance period may be rejected.

11. SUBCONTRACTING

- a. If any of the services performed will be contracted out to a Subcontractor, the subcontractor must meet the minimum requirements for subcontractors and be acceptable to the Town.
- b. A Subcontractor Qualification Form (provided in Appendix C) must be filled out completely with all supporting documentation and included with all submittals.
- c. Substitutions of pre-qualified subcontractors will only be allowed under certain circumstances.
 - i. To request a substitution of a prequalified subcontractor will require:
 - 1. A letter stating the reason for the request for substitution and a Subcontractor Qualification Form be submitted 180 days prior to any work is to be performed.

2. The Town reserves the right to reject a request to substitute.

4.0 MINIMUM QUALIFICATIONS & REQUIREMENTS OF THE RESPONDER

For your firm to be considered, the Town is requiring the following minimum qualifications:

1. Service Providers must currently be providing services similar to those anticipated for the Town to a minimum of twenty-five (25) water systems.
 - a. South Carolina and similar coastal utilities are preferred.
2. Service Providers must have been in the business of providing water tank related services and maintenance for a minimum of twenty (20) years, and have no current pending litigation.
3. Service Providers must possess and maintain a Certificate of Authority to practice engineering in the state of South Carolina.
4. Service Providers must be named as a licensed contractor, in good standing, in the State of South Carolina.
5. Service Providers must have a full-time employee to serve as an Account Representative. The employee will be the primary point of contact to the Town.
6. Service Providers must provide the minimum insurance coverage with a provider with an AM Best rating of A- or better. The required minimum insurance coverage is outlined in Section 7.10 of this RFP document.
7. Perform a majority of the services requested with direct employees of the Service Provider.
8. Provide the Town with a secure web-based portal to access all inspection reports, project reports, and related documents.

5.0 CONTRACTUAL AGREEMENT

The successful Service Provider agrees to execute a formal written contractual agreement in form and content acceptable to the Town that incorporates the requirements outlined in this RFP. The elements of an acceptable contract obligate the Service Provider to administer, manage, consult, inspect, repair, renovate, and maintain the Town's Water Storage tanks for a single all-inclusive fee. The initial term of this contract will be for one year beginning approximately July 1, 2020. Options for nine (9) additional one-year terms will be included and exercised at the sole discretion of the Town.

1. The Agreement for Professional Services may be renewed annually for an indefinite period of time.
2. The Town will retain the right to cancel the service agreement at any time for reasons which include but are not limited to misrepresentation, Service Provider's best endeavors, and/or the Town's failure to budget monies. As the Service Provider, you may not cancel the contract for any reason other than nonpayment by the Town.
3. The Town agrees to give the Service Provider written notice to cancel. The Service Provider will have Sixty (60) days from the date of notice to complete any work to the satisfaction of representatives, and invoice up that point.
4. In the event the Town elects to renew the agreement, the Service Provider will continue services under the original agreement at a single service fee for a successive one (1) year period.
 - a. The Maintenance Service fee may be adjusted for inflation. Any increase will be limited to the immediate prior year's fee amount plus the percentage of change in the Consumer Price Index (CPI) for that previous year.
 - i. Should there be a decrease in the percentage of change in the CPI, the Town shall benefit and the service fee decreased by that amount of change.
 - ii. The Town and the provider shall agree upon the specific CPI report that will govern the inflationary adjustment.
 - b. The proposing Service Provider agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Colleton County and the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof.
 - c. The Town requests the option to be invoiced monthly, quarterly, semi-annual, or annually.

6.0 EVALUATION CRITERIA

The Town will evaluate each Professional Water Tank Maintenance Service Provider based on their qualifications and the professionalism and completeness of their submittal. The most competent provider will be chosen to provide the type of work and services outlined in this RFP.

Submittals should not only include the minimum information requested but submittals should include any additional information the provider feels will assist the Town in the selection process.

Evaluation Criteria:

- Quality of Proposal (Maximum 5 points)
- Qualifications of Responder (Maximum 25 points)
- Qualifications of Key Personnel (Maximum 25 points)
- Project Approach (Maximum 10 points)
- Proven Performance on Similar Work / References (Maximum 25 points)
- Fees (Maximum 10 points)

7.0 GENERAL TERMS AND CONDITIONS

7.1 Opening Date and Time

Sealed proposals for performing the work will be received by the Town at the time and place listed on the first page of this invitation. No telephonic or fax proposals will be accepted. Proposals and amendments thereto, or withdrawal of proposals submitted, if received by the Town after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the responder to see that his proposal is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be accepted. The "Proposal Certification" form provided in Appendix C must be completed and returned with all proposals.

7.2 Inconsistencies in Conditions

In the event there are inconsistencies between the General Terms and Conditions, and the Specifications, the more stringent shall take precedence.

7.3 Clarifications of Terms

If any responder has questions about the specifications or other solicitation documents, the responder should contact the Town in writing. Any revisions to the solicitation will be made only by addendum issued by the Town.

7.4 Default

In the event of default by the contractor, the Town reserves the right to procure the services from other sources and hold the Contractor liable for any excess cost occasioned thereby. The Town also reserves the right to void this contract at any time due to negligence or failure to perform of the contractor.

7.5 Ethics in Public Contracting

By submitting a proposal, each responder certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any public employee having official responsibility for this procurement transaction, any payment, loan subscription, advance, deposit or money, services, present or promised unless consideration of substantially equal or greater value was exchanged. The "Non-Collusion Oath" and "Ethics in Public Contracting Affidavit" forms provided in Appendix C must be completed and returned with all proposals.

7.6 Anti-Discrimination

By submitting a proposal, each responder certifies to the Town that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. The “Equal Employment Opportunity Certification” form provided in Appendix C must be completed and returned with all proposals.

7.7 Employment Discrimination Prohibited

During the performance of the executed contractual agreement, the Service Provider agrees it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider, and further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and further agrees to include in all solicitations or advertisements for employees by or on behalf of the Service Provider to state that the Service Provider is an equal opportunity employer.

During the performance of the executed contractual agreement, the Service Provider does not, and agrees that it shall not during the performance of the executed contractual agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

During the performance of the executed contractual agreement, the Service Provider agrees not to discriminate against any faith-based organization on the basis of the organization’s religious character or impose conditions that either restrict the religious character of the faith-based organization or impair, diminish, or discourage the exercise of religious freedom in procuring goods or services or in making disbursements.

The “Equal Opportunity Certification” form provided in Appendix C must be completed and returned with all proposals.

7.8 Immigration Reform and Control Act of 1986

By signing this proposal, the responder certifies that it does not and will not during the performance of this contract; violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens. The “Compliance With Illegal Immigration Act” form provided in Appendix C must be completed and returned with all proposals.

7.9 Indemnity

The following shall be deemed included as a condition of any contract awarded as a consequence of this RFP; Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney’s fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act or omission of commission, including negligence but excluding sole

negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

7.10 Insurance Requirements

1. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Service Provider and any subcontractor Providers. The Service Provider shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work.
2. The Service Provider shall carry insurance as prescribed herein and all policies shall be with a company satisfactory to the Town.
3. If a part of this contract is sublet, the Service Provider shall require each subcontractor Provider to carry insurance of the same kind and in like amounts as carried by the prime Service Provider.
4. A Certificate of Insurance demonstrating compliance with this section must be submitted with all proposals. Certificates of Insurance shall state that written notice will be given to the Town no less than 30 days before the policy is canceled or changed. No Service Provider or subcontractor Provider will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by the Town. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. The Service Provider shall secure and maintain in effect for the period of the contract and pay all premiums for the following kinds and amount of insurance:
 - a. General Liability:
 - i. Each Occurrence Minimum Amount of Coverage - \$1,000,000
 - ii. General Aggregate Minimum Amount of Coverage - \$2,000,000
 - b. Automobile Liability:
 - i. Combined Single Limit Minimum Amount of Coverage - \$1,000,000
 - c. Worker Compensation and Employer's Liability:
 - i. Each Accident / Disease Minimum Amount of Coverage - \$1,000,000
 - ii. Policy limit must be listed on the submitted certificate.

- d. Umbrella Liability Coverage:
 - i. The Service Provider should carry some form of umbrella coverage adequate to fully cover the insurable portion of the project for the benefit of the Town, the prime Contractor, and Subcontractor as their interest may appear.
 - ii. Umbrella or other types of coverage should be detailed in the Service Provider's insurance certificate submitted with their proposal.

7.11 Drug Free Workplace:

During the performance of the executed contractual agreement, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. The "Drug-Free Workplace Affidavit" form provided in Appendix C must be completed and returned with all proposals.