Request for Proposal

Cross-Connection Control Administrative Services

March 2, 2020
Introduction

The Beaufort-Jasper Water & Sewer Authority, hereafter referred to as “the Authority,” is requesting proposals from qualified firms / service providers to provide a program of customer notifications for survey and testing for the Authority’s Cross Connection Control Program for customers that the Authority has within its service territory generally within Beaufort and Jasper counties, South Carolina and in accordance with the attached specifications, terms and conditions for a period of three fiscal years beginning in April of 2020 – with an option to extend the Cross Connection Control Program for a period of two additional fiscal years.

General Information and Timeline

The Authority requests proposing firms to provide as much information as possible when responding to each point in the request for proposals (RFP). The key dates for the RFP process are as follows:

March 2, 2020   Advertising on Authority’s website (www.bjwsa.org) and/or will be distributed either electronically to various firms who have expressed an interest in submitting.

March 13, 2020   Deadline for questions regarding clarification must be submitted in writing by e-mail to:

Tammy Holman, CPPB
Procurement & Risk Manager
tammy.holman@bjwsa.org

Patrick Burke, P.E.
Deputy General Manager – Operations and Technical Services
pat.burke@bjwsa.org

March 24, 2020   Proposals due no later than 4:00 pm. Firms are required to submit two (2) complete hard copies and one electronic copy of their proposal to:

BJWSA
Attn: Tammy Holman, CPPB
6 Snake Rd
Okatie, SC 29909
tammy.holman@bjwsa.org

March 27, 2020   The evaluation committee will consist of BJWSA’s Procurement & Risk Manager, Deputy General Manager - Operations and Technical Services, Director of Field Operations and Director of Customer Care & Billing. The Authority reserves the right to make inquiries regarding qualifications of any or all respondents and request additional information at any time during the RFP process. After reviewing written proposals, the evaluation committee may select certain candidates to present their proposals orally or may proceed to contract discussion.

March 31, 2020   Winning respondent will be notified and Contract documents will be created.
**Initial Evaluation**

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

**Phase II Evaluation**

The evaluation of Firm’s proposals will include a review of the following criteria:

| Expertise of Firm-Qualifications (40 points) | Work Approach & Schedule (30 points) |
| Administration Fee (20 points) | References (10 points) |

**Total Possible Points - 100**

**Instructions**

- The Authority will not be liable for any expenses incurred by respondents in the preparation of proposals and proposals become the property of the Authority once submitted.

- From the date of this request for proposals and until the Authority selects a Contractor, contact, other than as provided in the general information section, with any Board member or other Authority official is expressly prohibited. Failure to comply with this restriction will result in the disqualification of respondents from further consideration.

- No oral or written statements made by Authority personnel shall be considered addenda to this RFP unless the statement is confirmed in writing and identified as a written addendum to this RFP. During the RFP evaluation process, it will be assumed that respondents received all amendments and addenda for this RFP.

- The Authority reserves the right to seek proposal clarification from any respondent to assist in making decisions. The Authority reserves the right to reject any and all proposals. The Authority will evaluate all proposals and select the option that is in the best overall interest of the Authority, including cost, industry experience & expertise, demonstrated capability to perform services on behalf of BJWSA.

- The Authority reserves the right to amend the RFP at any time before the specified due date for proposals. After the proposal due date, amendments to the RFP shall be sent only to Respondents who submitted a proposal.

- Proposals should be prepared in the format as discussed under D. “Proposal Specifications”. 
Request for Proposal

Cross-Connection Control Administrative Services

A. PURPOSE

It is the intent of BJWSA to execute an agreement for the administration of its Cross Connection Control Program with a qualified service provider.

B. SERVICE AGREEMENT PERIOD

The specific period of the Service Agreement with BJWSA shall be for three (3) years with an option at the sole discretion of BJWSA to extend the agreement for two (2) additional years provided both parties agree and terms and conditions remain the same.

BJWSA will renew or cancel the Service Agreement at the end of the three (3) year period by notifying the service provider in writing of its intention at least sixty (60) days before the end of the respective third year. In addition, the Authority reserves the right, at its own discretion, and for any reason deemed to be sufficient, to cancel or modify the terms of the Agreement with the service provider after the Agreement is awarded. Said notice of cancellation or modification will be provided to the service provider in writing and will contain the effective date of the cancellation or modification therein.

C. SCOPE OF WORK

The firm 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 the Contractual Requirements listed in this RFP.

The proposal shall address all of the information outlined herein. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their proposal.

D. COMPENSATION

FIRM shall offer for the reasonable amount to complete the requirements of this RFP. Excluding Additional Services defined elsewhere in this document, the FIRM shall not be entitled to any payment whatsoever from the Authority. The FIRM shall collect any fee for the administration of the cross-connection control and backflow prevention program administration from the testers who perform annual backflow tests subject to limitations within the final professional services agreement reached between the Firm and BJWSA. The offer shall be in the form the proposed administration fee.
CROSS CONNECTION CONTROL NOTIFICATION / SURVEY NOTICES.

FIRM shall provide a program of customer notification / survey Notices for Beaufort Jasper Water and Sewer Authority’s Cross Connection Control (CCC) Program for customers that the Authority has no record of an existing Backflow Assembly on their premises.

Such program shall include, but not be limited to, mailing and notification processes designed to handle cross connection control compliance mailings.

FIRM shall author, print, mail (including postage) the Customer Notifications (Notices) to the Authority Customers related to the Authority’s CCC Program and enforcement.

For all correspondence to the Authority customers, FIRM will verify addresses through the USPS and other services as available to reduce the volume of returned mail.

Firm will provide survey forms and advise customer of proper level of protection needed for activity being conducted at customer’s location in accordance with BJWSA standards, SC statutes, regulations and ASSE policy.

Firm shall collect and review survey forms and materials to provide highest level possible of compliance.

CROSS CONNECTION CONTROL NOTIFICATION / TESTING NOTICES

FIRM shall provide a program of customer notification / testing Notices for the Authority’s CCC Program for customers that the Authority has a record of an existing Backflow Assembly on their premises.

Such program shall include, but not be limited to, mailing and notification processes designed to handle cross connection control compliance mailings.

FIRM shall author, print, mail (including postage) the Customer Notifications (Notices) to the Authority Customers related to the Authority’s CCC Program and enforcement.

For all correspondence to the Authority customers, FIRM will verify addresses through the USPS and other services as available to reduce the volume of returned mail.

Firm will provide testing forms and advise customer of testing due date in accordance with SC statutes, regulations and ASSE policy.
Firm shall collect, review and record test forms and materials to provide highest level possible of compliance.

FIRM shall send to the Authority a monthly written report and/or provided electronically by a secure website that is appropriately password protected setting forth its determination of the status of an Authority Customer.

D. Proposal Specifications

The proposal shall include:

Meeting and Work Plan Preparation.

FIRM will mutually prepare a work plan to be provided to the Authority to document FIRM’s approach for achieving the project objective and proposed work schedule (the “Work Plan”). If required, the Work Plan shall outline how the required task will be implemented, and shall identify the personnel, facilities, and materials required to plan and conduct project tasks.

FIRM shall meet with designated Authority personnel at least quarterly (unless waived by Authority) on a mutually arranged time, date and location to review task and project performance and the Ancillary Services to be provided herein. The outcome of these meetings may include modification to the Work Plan, tasks and timeline.

FIRM shall review Authority’s CCC Program and make recommendations for implementation and or change, including but not limited to, the following:

i. Review annually Authority’s CCC Program to determine compliance with any legal or regulatory requirements and inform Authority of any deficiencies in compliance;

ii. Prepare annual reports on the status and progress of the CCC Program, including Authority’s CCC Program compliance.

iii. Develop forms to be used for BFP Assembly inventory, inspection, and testing and submit same to Authority for discussion, review and approval.

iv. Beaufort-Jasper Water and Sewer Authority has approximately 500 individual buildings and facilities which make up the physical plant of the Authority. BJSWA wishes that the successful respondent shall perform a cross-connection and backflow survey of all such facilities to insure that authority’s facilities are protected against backflow. Respondent shall set forth a reasonable plan, including methodology, to accomplish a survey of the facilities forming the Beaufort-Jasper Water and Sewer Authority over the initial term of this RFP.
Customer Service and Public Education.

FIRM shall provide to and on behalf of Authority, customer service to Authority and Authority Customers and educational material for Authority Customers regarding: i) the CCC Program; ii) the dangers of inadequate cross-connection control; iii) the importance of becoming compliant with cross-connection control laws; and, iv) the installation and testing of BFP Assemblies, including but not limited to the following:

a. Informing Authority Customers of the nature and requirements of the CCC Program;

b. Informing Authority Customers how to have BFP Assemblies properly installed and which BFP Assemblies are approved and may be installed pursuant to Authority’s CCC Program;

c. With the exception of recognized state and federal holidays, provide live customer service to Authority Customers during regular office hours between Monday and Friday, at least from 8:00-4:30 pm EST, where representatives can be contacted by phone by Authority or Authority Customers;

d. Provide e-mail communication to Authority Customers where inquiries can be submitted and responded to within one (1) business day by FIRM;

e. Communicating with Authority Customers and providing general education material about the purpose of the CCC Program;

f. Notifying Authority Customers to submit installation and test results directly to FIRM for entry into the tracking database; and

g. Explain the testing process to Authority Customers and arrange for the submittal of test results to show that proper installation and testing has been accomplished.

Tracking Compliance Results.

FIRM shall implement tracking of Authority’s CCC Program and compliance with Authority’s CCC Program, including but not limited to the following:

h. Input, manage and store Authority Customer data for a minimum of seven (7) years collected during activities performed under this Agreement and conveyed to FIRM from Authority or via direct contact with Authority Customers;

i. Provide Authority with the most up-to-date compliance information for the Authority Customers utilizing the proposed systems;
j. Prepare test reports and installation reports that shall be used by Authority Customers and their certified testers when submitting information into FIRM’s database;

k. Receive and input Authority Customer test results submitted in hard copy or electronic format, including but not limited to e-mail;

l. Provide a website portal by which Authority Customer test results may be submitted in electronic form to the FIRM database;

m. Track the installation of BFP Assemblies and test results in an accessible database which shall be provided to Authority at Authority’s option as: 1) a data file; 2) or accessible to Authority via an appropriate secure login and password protected system.

n. FIRM shall utilize its CCC database to document results of activities related to compliance with Authority’s CCC Program. Such database shall include the following information:
   
i. Record the name / identity of BFP Customers and the testers as applicable, including the dates of all surveys and notices and the responses thereto;

   ii. Location of all BFP Assemblies;

   iii. Updates with information developed during the term of this Agreement;

   iv. An inventory of BFP Devices including, but not limited to, date of installation, model number and serial number of BFP Device; and

   v. Results of activities related to BFP Devices.

o. Maintain a list on its website of SC DHEC and ASSE certified backflow testers, backflow installers, cross-connection control program administrators, and backflow surveyors and ASSE provided contact information in a non-preferential format in the counties in which the Authority and such ASSE certified backflow testers provides services.

Reporting.

In addition to the Monthly Written Report, FIRM shall generate and deliver to the Authority compliance reports (the “Monthly Compliance Report”) on a monthly
basis that describe the work completed under this Agreement. Such Monthly Compliance Report shall include:

p. Aggregate number and identity of accounts due for survey/installation;

q. The aggregate number and identity of Authority Customers compliant and non-compliant with the survey/installation due date;

r. The percent of compliant and non-compliant Authority Customers with the survey/installation due date;

s. The aggregate number and identity of Current BFP Customer accounts due for testing;

t. The aggregate number and identity of Current BFP Customer accounts compliant and non-compliant with the test due date;

u. The percent of compliant and non-compliant Authority Customers with the test due date; and

v. The individual identity of any Authority Customer who remain non-compliant at least thirty days past the deadline included in a third Required BFP Notice or third Annual Test Notice and after telephone or other electronic methods have been conducted, and who should be noticed for termination of service due to such non-compliance.

Such Monthly Compliance Report shall be due on the tenth (10th) business day of each month for information compiled in the previous month. FIRM may also supplement this report by granting Authority access to any computer programs, websites, or other means that accomplishes the same detail and items as set forth in this paragraph.

In addition to other reporting requirements set forth in this request for proposals, FIRM shall provide a computerized graphical application and/or system which will allow BJWSA to track the individual compliance status of customers requiring backflow devices and assemblies. Such system shall be searchable in a manner, including but not limited to, customer information, compliance status and valve type.

Additional Services.

If Authority wishes FIRM to provide additional services beyond the Notices and Ancillary Services outlined herein, FIRM is willing to perform additional agreed-to services at a separate fee to be negotiated between the parties.
E. AUTHORITY RESPONSIBILITIES

1. Authority shall designate a key employee or representative responsible for implementation of the CCC Program whom shall inform FIRM of the identity of such person and such person’s contact information. Such key employee or representative shall be the primary contact for FIRM regarding implementation of the Notices and Services under this Agreement and shall notify FIRM of any and all changes, additions, deletions or revisions of any kind whatsoever to Authority’s Policy or Authority’s CCC Program;

2. Ensure that if an Authority Customer fails to comply with the CCC Program, Authority shall have the sole responsibility to enforce its rules and regulations including termination of service or, if circumstances allow at Authority’s discretion, properly install, test, and maintain an appropriate BFP Assembly at the service connection.

3. Authority shall provide Authority Customer information to FIRM in a form mutually agreed to by the parties so as to enable FIRM to update its database. Authority Customer information may include the address, meter number, historic water usage, existence of BFP Assemblies, and other data reasonably requested by FIRM and in Authority’s possession. Authority shall update such information monthly or more frequently if mutually agreed (currently such information shall be provided from Authority’s Customer Information System).

4. For systems that the Authority acquires during the term of this Agreement as a result of a growth in territory or acquisition who are not current customers of the Authority and such system does not currently have an existing Agreement to provide the backflow prevention services herein, Authority shall provide Authority Customer information from the acquired system to FIRM after the Settlement Date of the acquisition, in a form mutually agreed to by the parties so as to enable FIRM to populate its database and begin the record-keeping process. Authority Customer information may include the address, meter number, historic water usage, existence of BFP Assemblies, and other data reasonably requested by FIRM and in Authority’s possession. Authority shall update such information monthly or more frequently if mutually agreed.

5. For a system or systems that the Authority acquires during the term of this Agreement as a result of a growth in territory or acquisition and who are current customers of FIRM, Authority agrees to either assume the acquired system’s contract with FIRM or Authority may elect to integrate the systems CCC and BFP program into this Agreement at or anytime subsequent to acquisition of such a system. Authority and FIRM shall provide a mechanism for FIRM to provide data within its possession concerning the existence of BFP Assemblies, and
other data reasonably compiled by FIRM during the existence of the prior Agreement with the acquired system to Authority.

6. Authority shall provide to FIRM a list of all Authority approved BFP Assemblies and water meters, which shall be updated by Authority on a regular mutually agreed schedule;

7. Authority shall advise FIRM of the Authority Customers who have cross-connections or other potential contamination hazard of which Authority is aware.

F. RECORDS AND OWNERSHIP OF DATA AND REPORTS.

1. The parties agree that all data and materials authored, prepared, created, made, delivered, conceived or reduced, in whole or in part, from such data, whether provided by Authority or Authority Customers, by FIRM for Authority in the course of providing the Notices or Services in this Agreement are the sole and exclusive property of Authority and FIRM shall not use such data or material for any purpose other than to provide the Notices or Services herein to Authority.

2. After digital archiving, FIRM shall maintain all records and data related to Authority’s CCC Program, including all records contained in any database that preceded the date of this Agreement and which is transferred to FIRM, through the term of this Agreement. Data shall be stored in a secured environment with back-up recovery in accordance with industry standards. FIRM shall use Tokay software or comparable software to maintain all records and data related to Authority’s CCC Program. FIRM shall be responsible for ensuring that any comparable software is compatible with any data transfer needed to or from Authority. FIRM shall notify Authority within 48 hours once it is aware of any data breach and its actions to remedy the same.

Authority shall notify FIRM of any data breach applicable to the performance of FIRM’s duties and responsibilities under this Agreement within a reasonable period once it is aware of any such data breach and its actions to remedy the same.

3. FIRM and Authority shall work to maintain and/or develop an interface within existing license parameters so that Authority can access data related to Authority’s CCC Program and maintained on FIRM’s system(s).

4. Upon termination of this Agreement, FIRM shall transfer to Authority in a readable and electronic format all data related to Authority’s CCC Program that is stored on FIRM’s system(s) within thirty (30) days. Thereafter, FIRM shall remove or otherwise destroy all such data stored in its systems.
G. CONFIDENTIAL INFORMATION

1. FIRM agrees that any information provided or disclosed by the Authority or Authority Customers ("Confidential Information") shall not, without the Authority's authorization, be disclosed to any other party or used by FIRM for its own benefit except as governed by this Agreement. FIRM shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information of like kind, so long as not less than reasonable care, and shall restrict access to Confidential Information to its personnel on a need to know basis for the purposes of this Agreement.

2. In the event FIRM receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, FIRM shall promptly notify the Authority of such receipt and may comply with such subpoena or process to the extent permitted by law.

3. Confidential Information shall be returned to the disclosing party or destroyed (provided that such destruction is certified in writing by an authorized representative of the disclosing party) upon the termination or expiration of this Agreement which destruction shall include, without limitation, the complete erasure of any electronic file, folder, database or other electronic repository from all computer processing units on which the Confidential Information had been placed or stored.

H. RELATIONSHIP OF PARTIES.

FIRM agrees that FIRM's relationship with Authority is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture, pooling arrangement, partnership, employer-employee relationship, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither FIRM nor any of its personnel shall be entitled to any of the benefits that the Authority may make available to its employees, such as group insurance, stock options, profit-sharing, or retirement benefits. FIRM shall be solely responsible for the withholding and payment of all taxes and insurance premiums owed by its employees, including workers' compensation insurance.

I. NON EXCLUSIVITY.

Nothing in this Agreement shall preclude FIRM from providing BFP Assembly installation and testing services to any individual, company, business, or entity of
any kind whatsoever including, but not limited to, any customers of a water system, including Authority Customers.

J. NON-SOLICITATION.

Each party agrees that during the term of this Agreement and for a period of one (1) year thereafter, it will not knowingly hire any employee, or former personnel who has been separated from employment for less than six (6) months of the other party with whom such party has worked directly in conjunction with this Agreement, without the other party's written consent. If either party breaches this Section, the breaching party shall reimburse the non-breaching party for reasonable costs of external recruitment and training. Both parties agree that nothing contained herein shall prohibit the other party from employing general recruiting strategies, such as placement of advertisements online or in publications.

K. ASSIGNMENT.

Neither party may assign or transfer its interest hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

L. PUBLICITY.

Either party may identify the other party as a contractor (using the other party's name and logo) and may generally describe the nature of the Services or relationship in promotional or marketing materials and presentations to current and prospective customers.
CONTRACTUAL REQUIREMENTS

1.0 **FORCE MAJEURE**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in South Carolina.

3.0 **OFFEROR'S QUALIFICATIONS**: Offeror must, upon request of the Beaufort Jasper Water and Sewer Authority, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this proposal. BJWSA reserves the right to make the final determination as to the offeror’s ability to provide the services requested herein, before entering into any contract.

4.0 **OFFEROR'S RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

6.0 **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. BJWSA will consider the Contractor to be the sole point of contact with regard to contractual matters.
7.0 **SUBCONTRACTING**: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by BJWSA. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Firm.

8.0 **OWNERSHIP OF MATERIAL**: Ownership of all data, material, and documentation originated and prepared for the Authority pursuant to this contract shall belong exclusively to BJWSA.

9.0 **NONRESIDENT TAXPAYERS**: If the offeror is a South Carolina nonresident taxpayer and the contract amount is $10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State’s Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

10.0 **INSURANCE REQUIREMENTS**:
   
   **A.** The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute and/or ordinance to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract with minimum limits as reflected below. The Contractor or any approved subcontractor or sub-subcontractor shall name Owner as an Additional Insured on every required policy of insurance and shall provide the Owner with a copy of the necessary Certificate of Insurance which reflects the designation of the Owner as an Additional Insured under the policy. Contractor shall also provide, upon request, a copy of the Declarations Page of the applicable policy also noting the Owner as an Additional Insured under the policy.
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Risk Profile (Authority’s Standard Requirement)</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000*</td>
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<tr>
<td>Products/Completed Operation</td>
<td>As above</td>
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<tr>
<td>Explosion, Collapse &amp; Underground (XCU)</td>
<td>If any, limit To Be Determined</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
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<tr>
<td>**Workers’ Compensation</td>
<td>Statutory</td>
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<tr>
<td>**Employers Liability</td>
<td>500/500/500*</td>
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<tr>
<td>**Waiver of Subrogation on WC</td>
<td>Required if available</td>
</tr>
<tr>
<td>Umbrella /Liability</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
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<tr>
<td>professional service such as accountant, attorney, architect, design, engineering and most consultants</td>
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<tr>
<td>Environmental/Pollution Liability</td>
<td>n/a</td>
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<tr>
<td>**required if demolition, use of hazardous materials or environmentally sensitive</td>
<td></td>
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<tr>
<td>Marine Protection and Liability</td>
<td>n/a</td>
</tr>
<tr>
<td>For any contract involving the use of watercraft of any type. Marine Protection and Indemnity Insurance. Collision and Jones Act coverage shall be included. Combined single limit per occurrence shall not be less than $1,000,000, or the equivalent</td>
<td></td>
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</tbody>
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B. Certificates of Insurance: The Contractor shall furnish to BJWSA, certificates showing the type, amount, class of operations covered, effective dates and expiration dates of all policies. BJWSA, its officers, officials, agents and employees shall be listed as an additional insured on the Policies. Such certificates shall contain substantially the following statement: “The insurance covered by this certificate will not be cancelled or materially altered except after 30 days written notice has been received by BJWSA.”

C. This coverage must be PRIMARY. Any insurance coverage of BJWSA shall be considered excess for the purpose of responding to claims.

11.0 INDEMNITY:

A. To the maximum extent allowed by law, the Contractor shall indemnify and hold harmless BJWSA, its agents and employees, officers, directors, partners, shareholders, members, successors and assigns against all liability, expenses (including reasonable attorney’s fees), claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the Contractor’s performance of work under this Contract Agreement or Contractors breach of this Contract Agreement unless such Claims have been specifically determined by a trier of fact to be the sole negligence of BJWSA. Such claims can include, but are not limited to claims attributable to bodily injury, sickness, disease or death, damage or destruction to tangible property, to include the loss of use resulting there from and that is caused by the negligent and/or grossly negligent
or willful act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone whose acts the Contractor is liable for. In the event the Contractor subcontracts part of its work under the contract out to subcontractors, the Contractor is specifically and directly responsible for and liable for the acts and/or omissions of its subcontractors.

B. The Contractors duty to indemnify BJWSA shall arise at the time written notice of a claim is first provided to BJWSA regardless of whether suit has been filed. Contractors duty to indemnify shall arise even if the only party alleged to be at fault/or sued is BJWSA or if the allegations are solely that BJWSA’s negligence was the sole cause of the claimant’s damages.

C. The Contractors duty to indemnify BJWSA shall include any claim made against BJWSA by one of the Contractor’s employees or subcontractor and such indemnification obligation is not limited in any way as to the type or amount of damages, compensation or benefits payable by or for the Contractor/subcontractor under the workmen’s compensation acts, disability acts or any other employee benefits acts.

D. The Contractors duty to indemnify BJWSA shall survive the expiration or termination of this Contract Agreement and/or completion of the work and shall continue until such time as it is determined by final judgment that the claim is barred by the applicable Statute of Limitations.

E. The Contractors duty to indemnify BJWSA shall not be limited to the amounts or types of insurance as required under this Contract Agreement.

12.0 TERMINATION FOR DEFAULT:
12.1 The performance of Work under the Agreement may be terminated by the Procurement & Risk Manager, in accordance with this clause, in whole or in part, in writing, whenever the Procurement & Risk Manager shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

12.2 The Procurement & Risk Manager has the right to terminate for default, if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

13.0 TERMINATION FOR CONVENIENCE: Beaufort Jasper Water and Sewer Authority may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its
subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Authority to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Authority’s election to terminate this contract in whole or in part for its convenience.

SPECIAL INSTRUCTIONS

1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort Jasper Water and Sewer Authority that this request permits competition. It shall be the offeror’s responsibility to advise in writing to the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source ten days prior to the proposal opening date. A review of such notifications will be made.

2.0 PREPARATION OF PROPOSAL

2.1 All proposals should be complete and carefully worded and must convey all of the information requested by BJWSA. If the proposal fails to conform to the essential requirements of the RFP, BJWSA will be the judge as to whether that variance is significant enough to reject the proposal.

2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

2.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

2.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

3.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal.

4.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. All questions and answers will be provided in writing to all offerors via an amendment.
5.0 **AWARD**: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to Beaufort Jasper Water and Sewer Authority, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases BJWSA will be the sole judge as to whether an offeror’s proposal has or has not satisfactorily met the requirements of this RFP.

6.0 **DEVIANATIONS**: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

7.0 **ALTERNATES**: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, ______________________ (“Contractor”) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Beaufort Jasper Water and Sewer Authority.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20 (B), it will:

(1) Register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

OR (2) Employ only workers who:

(a) Possess a valid South Carolina driver’s license or identification card issued by the S. C. Department of Motor Vehicles; or

(b) Are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90; or

(c) Possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to Beaufort Jasper Water and Sewer Authority upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide Beaufort Jasper Water and Sewer Authority any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: ______________________  By: ________________________________

(Contractor Authorized Signature)

_____________________________

(Contractor Print Name/Title)

_____________________________

(Name of Company)