



**GRANTSVILLE CITY
REQUEST FOR PROPOSAL
SANITARY SEWER MAINTENANCE 2014**

**PROPOSAL DUE DATE: FRIDAY, SEPTEMBER 26th, 2014, 3:00 P.M.
AT GRANTSVILLE CITY HALL**

**PREBID CONFERENCE: THURSDAY, SEPTEMBER 18th, 2014, 10:00 A.M. AT
GRANTSVILLE CITY LIBRARY**

I. GENERAL CONDITIONS

SECTION A-1: GENERAL INFORMATION

1. General Information – Grantsville City, Utah will receive at its office located at 429 East Main Street, all bids until 3:00 p.m. on Friday, September 26th, 2014. Proposals shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, bid due date, and bid title. Forms will be available and may be secured by prospective bidders at City Hall. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

A Prebid Conference is scheduled on Thursday, September 18th, 2014, at 10:00 a.m., at City Library.

If you downloaded this Request for Proposal from Grantsville City's website, it is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date.

2. Form of Bid - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Fax or phone bids are not acceptable.

3. Interpretation of Bids - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. Addenda - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

5. Bid Openings - Bids shall be delivered to City Hall on or before the day and hour set for the opening of bids in the published Notice to Bidders. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

- 6. Late Bids** - Any bids received after the scheduled time of opening will not be accepted, opened or considered.
- 7. Award or Rejection** - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. The City reserves the right to change quantities prior to the award. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders.
- 8. Terms and Conditions** - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 9. Alternatives** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for the alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City.
- 10. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form.
- 11. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 12. Brand Names** - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specification section of the documents.
- 13. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

14. Inspection - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

15. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

16. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

17. Timely Delivery - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

18. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in finishing the contract.

19. Termination for Default - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

20. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a

reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

21. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

22. Equal Opportunity – The City requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.

23. Business License – Grantsville City requires that any vendor doing business within the city limits must hold a valid Grantsville City Business License prior to merchandise delivery (by vendor) or services provided.

24. Governing Law - This contract shall be construed and interpreted according to the laws of the State of Utah.

25. Questions relating to this bid should be directed to Larry Bolinder, 435-884-0621, lbolinder@qwestoffice.net.

DETAILED SPECIFICATIONS

SANITARY SEWER MAINTENANCE 2014

SECTION A-2: DESCRIPTION OF WORK TO BE PERFORMED

Grantsville City's sewer system shall be divided into approximately three equal sections, a section to be cleaned and inspected each year. Therefore, it shall take contractor three years to clean and inspect City's entire sewer system.

It is estimated that each section shall contain pipe that will be cleaned. It is expected that black, dirty water, scum, grit, gravel and muddy water will be removed from the lines. Roots may need to be removed. City will be looking for recommendations from contractor as to if the lines need video feeds to inspect for damage, defects, problems and root intrusion and damage. Manholes are to be inspected for defects, damage, and needs of replacement.

Upon conclusion of cleaning and inspection, contractor shall file with City a report detailing the lines that have been cleaned out, a detailed report as to each section and what was removed and inspection results, maps showing the lines and manholes that are to be cleaned and inspected. Therefore, contractor will be bid on a three year schedule.

SECTION A-3: CONTRACT DOCUMENTS

In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract; the Contract Bond required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

SECTION A-4: TIME LIMIT

The Contractor shall commence work on the section assigned for that year no sooner than September 15 and complete physical cleaning and inspection by December 15 each year. Contractor shall file their report on cleaning and inspection with the City by December 31 of that year.

SECTION A-5: HOURS OF WORK – OVERTIME AND HOLIDAYS

The Contractor shall have a representative available to meet with Grantsville City personnel during the normal City working hours. The normal City working hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays during physical cleaning and inspection periods.

Grantsville City holidays applicable to this RFP are as follows:

- Columbus Day
- Thanksgiving

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

SECTION A-6: GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of Utah. The City will require a successful low bidder to sign a contract which will be prepared by the City Attorney’s office.

SECTION A-7: LICENSE REQUIREMENTS

Contractor shall obtain a City Business License and shall possess all applicable Contractors’ Licenses issued and required by the State of Utah.

SPECIFICATIONS FOR SEWER MAINTENANCE

I. Scope of Work

Furnish all labor, materials, tools, equipment, supervision, and transportation required to clean and inspect the sewer system.

Scope of Responsibility

- A. **Emergency Numbers**
The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City with a list of emergency telephone numbers where they can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance, and shall not be considered as extra work. Response time, to any site, shall not be more than 60 minutes.
- B. **Cleanup**
It shall be the Contractor's responsibility to maintain all work areas in a condition that is acceptable to the City. Cleanup shall be performed by the Contractor and shall include the removal of all debris, trash, or any other debris that may accumulate at the site.

II. **Inspections, Payments and Defaults**

General – the City is soliciting for a services rendered contract. The Contractor shall not be paid for Sanitary Sewer Services not rendered to any part of the sewer system. It is the Contractor's responsibility to ensure sufficient labor is committed to the project to complete objectives set forth herein.

- A. **Inspections**
1. The City shall provide a representative to evaluate sewer maintenance. Inspections will be ongoing daily.
 2. The City will require the Contractor, or his local authorized representative, to ride along on inspections. A punch list will be provided by the City corresponding to the inspection results.
 3. The Contractor shall arrange for the Contractor's representative to accompany the Public Works Director or designated representative on the inspection tour of work areas once every two weeks. The purpose of the inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in accordance with the provisions of this agreement. The City representative may, during his inspection, identify and communicate to the Contractor's representative, areas of unsatisfactory work or of inadequate performance by the Contractor. The Contractor shall correct such identified unsatisfactory work or inadequate performance within seventy-two (72) hours and shall submit a written report reflecting such correction. The Public Works Director or designated representative has the exclusive right to make the decision as to whether or not the Contractor's maintenance meets the standards of the City.
- B. **Payments**

1. Payment for work performed shall be on the basis for work completed. Contractor shall submit invoices for work that has been completed, plus any approved extra work completed during that period. Contractor shall submit all invoices in duplicate. All required paperwork and reports will accompany the billing. Before payment is authorized the Contractor's representative and a City representative will conduct an inspection. To this end, the billing needs to be complete and turned in on time. The Public Works Director or designated representative and Contractor will schedule the date for turning in the bills, reports, and scheduling the inspection time. Discounts will not be lost due to late billing or Contractor delays in scheduling an inspection. Work not completed to the satisfaction of the Public Works Director or his designee will result in no payment for work done. Payment will be withheld until satisfactory completion of maintenance task will paid in the next billing cycle.
2. Payment may be withheld and invoices returned to the Contractor for failure to submit a final report to include cleaning log and maps to the City.
3. Payment may be withheld and invoices returned for noncompliance with Schedule of Maintenance Services.
4. The City will make payment within thirty (30) days from the date the City receives the bill. If the maintenance work does not meet the Specifications and is deemed unsatisfactory by the Public Works Director or designated representative, the City will notify the Contractor within ten (10) days from the date the City receives the bill and the bill will be returned to the Contractor. The Contractor can resubmit the bill when the corrective work is completed to the satisfaction of the Public Works Director or designated representative.
5. The above stated payment schedule shall also be applicable to invoices for additional service requests that exceed the agreed upon date for completion.
6. If two (2) successive monthly invoices are returned to the Contractor because the maintenance work does not meet the Specifications and is deemed unsatisfactory to the Public Works Director or designated representative, the City may implement default procedures.

C. Default Procedure

General – Diligent Execution of Work; Termination of Contract for Failure to Execute Work Diligently.

As a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines

that the work is not being pursued with diligence, as evidenced by the work is not in accordance with the Specifications herein or otherwise, the City shall inform the Contractor, in writing, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, or if there is compliance but thereafter the work is again not pursued diligently, the City shall have the right to implement one of the following three options: i) utilize City forces to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees; iii) utilize City forces to complete the work and notify Contractor's Bonding Company of intent to bill for services rendered; iv) Proceed with termination of the entire contract.

1. A contractor who has failed to provide satisfactory maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract.
2. In addition, in the event the Public Works Director or designated representative finds that the sewer system has not been maintained in accordance with additional inspections of the system to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of seventy-five dollars (\$75) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor.

III. Replacements and Extra Work

General – the preceding chapters in these Specifications have been written to provide Sewer Sanitary Maintenance Services that will keep Grantville City's system in a functioning manner. The following items listed will clarify other maintenance and material requirements that may not be included elsewhere in these Specifications.

A. Extra Work

General – it shall be City policy to approve all extra work for the Contractor prior to beginning any repairs or services that are not a part of this contract. The Public Works Director or designated representative, and the Contractor will agree to the extent of repairs for materials, maximum allowable labor and final acceptance to any repair or service performed by the Contractor.

From time to time, the Public Works Director or designated representative will make very specific requests for work from the Contractor. Because these requests may originate from concerns of City officials or City residents, the Contractor must understand that time is of the essence for completion whether the work is part of regular maintenance or extra work in nature.

It is the City's intent the Contractor shall be responsible to perform any extra

work requested. These requests shall be made in writing and will identify by calendar date a time frame in which work needs to be completed as agreed upon by the Contractor.

1. Billing for Extra Work: Extra work that has been approved by the Public Works Director or designated representative shall be billed on a separate invoice in duplicate and is not to be included on the regular invoice. The invoice for extra work shall show the exact location of the work. It shall list the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this extra work. If labor is allowed, travel time will not be counted, as it shall be understood by the Contractor that all work originates within the limits of Grantsville City.
2. Extra Work Charges: All extra work may be paid based on personnel and equipment scale supplied in contract.

Workmanship, Quality and Appearance Level

- B. It is the intention of the City to require the highest level of quality in Maintenance compatible with standard practices as specified by the maintenance details of this agreement.
- C. The Contractor shall ensure that all work under this agreement is performed by fully qualified, experienced personnel directly employed by the Contractor. Additionally, the Contractor shall ensure that Contractor's employees are personally presentable at all times, and that such employees wear an appropriate uniform shirt, acceptable to the Public Works Director or designated representative, containing Contractor's identification, when such employees are performing services under this agreement.
- D. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees and for all work done. The Contractor shall instruct all of Contractor's employees that they are not required to respond to questions, suggestions or instructions from City employees other than the Public Works Director or designated representative. The Contractor's employees shall be capable of answering general questions as presented by the general public in the field.
- E. The Contractor shall perform the work provided for in this agreement under the direction of the Public Works Director or designated representative. The Director or designated representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by this agreement. The Contractor shall cooperate with any representative designated by the Public Works Director to enable said Director to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.

REQUIRED BID WORK SHEETS

Each year is to be bid separately. The price shall include all provisions of maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for one year, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH YEAR. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON- RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

2014 BID

<u>PIPE</u>	<u>LINEAR FEET</u>	<u>BID</u>
8"	60,350	\$
10"	2,121	\$
12"	16,512	\$
15"	8,462	\$
18"	10,834	\$
24"	0	\$
Sewer Lift Station	2	\$
	<u>2014 TOTAL BID</u>	\$

2015 BID

PIPE	LINEAR FEET	BID
8"	82,182	\$
10"	11,400	\$
12"	0	\$
15"	0	\$
18"	0	\$
24"	0	\$
Sewer Lift Station	2	\$
	2015 TOTAL BID	\$

2016 BID

PIPE	LINEAR FEET	BID
8"	66,067	\$90790
10"	3,788	\$
12"	8,079	\$
15"	2,507	\$
18"	5,741	\$
24"	4,500	\$
Sewer Lift Station	2	\$
	2016 TOTAL BID	\$

3 YEAR BID

PIPE	LINEAR FEET	BID
8"	208,599	\$
10"	17,309	\$

12"	24,591	\$
15"	10,969	\$
18"	16,575	\$
24"	4,500	\$
Sewer Lift Station	2	\$
	3 YEAR TOTAL BID	\$

In compliance notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete the maintenance contract as herein described in accordance with the special provision therefore, and agrees to enter into a contract therefore, at the listed prices.

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____

Signature _____ Date _____

Send via mail (sealed) to:
 Grantsville City
 Bid for Sewer Maintenance
 429 East Main Street
 Grantsville, UT 84029

LATE BIDS
WILL NOT BE ACCEPTED
– NO EXCEPTIONS –

The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of Utah to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Name of Submitter (Print)

Signature of Submitter

Title of Signator

Contractor's License No.

State of Incorporation

License Expiration Date

REQUEST FOR QUOTATION INSTRUCTIONS AND CONDITIONS

1. PREPARATION/SUBMISSION OF BIDS:

- Each bid must be submitted on this form in a sealed envelope with a closing date, and time on outside.
- All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids, telegraphic or telephone, will be accepted.
- If your quotation is on an "all or nothing" basis, please state on quotation form.
- All forms under **Required Bid Worksheets SHALL** be submitted in a bid for consideration of award.

2. BRAND NAMES:

- Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

3. SAMPLES:

- When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- Samples of articles, when required, shall be furnished free of cost of any sort to the City.
- Samples of articles selected may be retained for future comparison.
- Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at your expense.

4. LIABILITIES:

The vendor shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense any and all actions brought against Grantsville City or himself because of the unauthorized use of such articles.

All materials, supplies and equipment in these specifications and bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of Utah and all laws and ordinances applicable thereto.

Cost of inspection of deliveries or offers for delivery, which do not meet specifications will be charged to vendor.

5. DEFAULT BY BIDDER:

In case of default by the bidder, the City may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to Grantsville City. Prices paid by the City shall be considered the prevailing market price at the time such purchase is

made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

6. AWARDS:

Grantsville City reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids; and (4) to accept the bid that is in the best interest of the City. The Purchasing Agent's decision shall be final.

- In determining and evaluating the best quotation, the prices will not necessarily be the controlling factor, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the equipment in general use will also be considered with any other relevant factors.

7. RIGHT TO AUDIT:

Grantsville City reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

EQUAL OPPORTUNITIES IN EMPLOYMENT

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.