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**CITY OF GREELEY**  
**Water and Sewer Department**

**Request for Proposals**  
**RFP #F23-05-042**

**ON-CALL CONSTRUCTION SERVICES – COLLECTIONS,  
NON-POTABLE, DISTRIBUTION, & TRANSMISSION SYSTEM**

**Due Date: August 4, 2023, before 4:00 PM MST**

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**REQUEST FOR PROPOSALS (RFP)**  
**RFP #F23-05-042**

Procurement Contact: Alex Adame  
Email Address: [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com)  
Telephone Number: 970-350-9325

**Proposals must be received no later than the date indicated in the Schedule of Events below.**

*Proposals received after this date and time will not be considered for award.*

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED**

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 10 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Example project pages and key staff resumes included as an appendix are not considered part of the 10 pages.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

***Company Name***

***RFP Title:*** On-Call Construction Services – Collections, Distribution, & Transmission System

***RFP Number:*** #F23-05-042

**To facilitate the evaluation, the offeror shall submit and organize all responses in the same order as listed in Section II – Proposal Submission Requirements. Proposals that are determined to be at a variance with this requirement may not be accepted.**

**Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the City of Greeley’s Purchasing Division on or before the proposal due date and time.**

<b>Schedule of Events (Subject to Change)</b>	<b>Date, Time (MST) of Event</b>
RFP Issued	July 12, 2023
Mandatory, In-Person, Pre-Proposal Conference – 1001 11th Ave, 2nd Floor, Colorado Conference Room	July 20, 2023, 8:30 PM
Inquiry Deadline	July 24, 2023, before 4:00 PM
Final Addendum Issued	July 27, 2023
Proposal Due Date	August 4, 2023, before 4:00 PM
Interviews / Presentations (tentative)	TBD
Notice of Award (tentative)	TBD

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## EXHIBITS

<b>Exhibit Number</b>	<b>Title</b>
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<b>2</b>	<b>Sample Contract (Not available at this time)</b>
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## ATTACHMENTS

<b>Attachment Number</b>	<b>Title</b>
<b>A</b>	<b>Federal Requirement Overview</b>
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<b>C</b>	<b>Work Order #3 – Basic Scope, Map of Project Area, Details</b>

*“Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. (“CORA”). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked “Confidential” or ‘Proprietary’ in their entirety. All provisions of any contract resulting from this request for proposal will be public information.”*

## SECTION I – WORK ORDER CONTRACT DETAILS AND REQUIREMENTS

### A. OVERVIEW

The City of Greeley (City) Water and Sewer Department (Department) is requesting proposals from qualified general contractors (Contractor(s)) to provide on-call construction services. The City's intent is to establish an indefinite delivery, indefinite quantity (ID/IQ) Work Order Contract (WOC) with multiple contractors. Services under this contract will be on an on-call basis for a variety of projects, to include, but not limited to, pipeline rehabilitation projects, master planned capital improvement projects, maintenance activities that exceed staff resources, and emergency repairs and activities. These projects may be funded through federal programs including WIFIA (Water Infrastructure Financing and Innovation Act) of BRIC (Building Resilient Infrastructure and Communities). An overview of WIFIA requirements is included in Attachment A. The selected Contractor(s) may be contracted to provide these services based on a negotiated scope of services and fees.

An on-call list of Contractor(s) for each of the following project categories will be developed following review and evaluation of the submitted Proposals.

- **Small water or non-potable:** Work Orders on waterlines up to 12"
- **Medium water or non-potable:** Work Orders on waterlines 16" -24"
- **Large water or non-potable:** Work Orders on waterlines greater than 24" (excluding the Bellvue 60" pipeline)
- **Bellvue 60" Pipeline** (federal funding requirements apply)
- **Small sanitary sewer collection:** Work Orders on sanitary sewer lines up to 12"
- **Medium sanitary sewer collection:** Work Orders on sanitary sewer lines from 15" to 21"
- **Large sanitary sewer collection:** Work Orders on sanitary sewer lines greater than 24"

Contractors may propose for any, some, or all categories. The selected Contractor(s) will receive a three (3) year base contract term starting on the date of Contract award with optional extension periods up to 5 years total. The City makes no guarantee to the scope of future work or equity of future Work Order dissemination amongst awarded Contractor(s). Contractor(s) selected for this WOC may be reevaluated periodically, based on performance and ability to meet qualification criteria.

A qualifications and rates-based selections process will be used to evaluate each firm for each project category based on their responses to the following items. Reference Section II – Submittal requirements for an expanded and detailed listing of information that should be addressed in the Proposal:

1. **Experience with various on-call construction services for municipal collections, distribution, and transmission systems.**
2. **Experience of key staff, to include proposed project manager, superintendent, cost estimator, and Work Order delivery team.**
3. **Representative projects of Contractor(s) showing applicable experience in categories identified.**
4. **Approach to scoping work orders, developing fees, and delivering work.**
5. **Rates, fees, overhead, and profit.**

The City of Greeley reserves the right to reject any of the Proposals. Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At the City's sole discretion, the selection committee may waive any such failure to meet a requirement of this RFP and may request additional information to clarify any and all RFP requirements.

The City has identified and listed in this RFP a few representative upcoming projects that are anticipated to be completed under this WOC. The City expects to spend \$2 to \$6 million per year on varying types and sizes of projects plus major separate projects such as the Bellvue 60". The City makes no guarantee to the equity of dissemination among selected Contractor(s) of these or any future Work Orders.:

## **B. BACKGROUND**

The City's water and sewer system is comprised of four main components: potable water transmission, potable water distribution, non-potable water distribution, and sanitary sewer collections. The intent of this WOC is to source contractors that can complete on-call construction services on all parts of this system. Below are some additional details to better quantify the magnitude of the City's system.

- 1. Potable Water Distribution & Transmission:** The water distribution and transmission system consist of roughly 641 miles of piping, ranging in size from 1- to 60-inches in diameter. There are three major transmission lines from Bellvue WTP and two major transmission lines from Boyd Lake WTP with sizes ranging from 20-inch to 60-inch. Pipe materials include cast iron, concrete, ductile iron, steel, and PVC. Pipe diameters and lengths vary throughout the system with roughly 67% of total pipe being 12-inch diameter and smaller. The potable water system serves over 115,000 Greeley customers and spans four separate pressure zones. The system has three (3) potable water storage sites, four (4) pump stations, and twenty-four (24) pressure reducing valves (PRVs) in operation.
- 2. Non-Potable Water Distribution:** The non-potable system is comprised of a network of ditches and pump stations "hub and spoke" located throughout the City. There are 31 pump stations and roughly 176 miles of non-potable distribution pipeline. The non-potable distribution pipelines vary in size, age, material, and condition.
- 3. Sanitary Sewer Collections:** The sanitary sewer collection system dates back to 1889 and is made up of approximately 360 miles of pipeline and 10 sewage lift stations. The collection system serves approximately 61 square miles with pipelines varying in size, age, material, and condition.

## **C. MINIMUM MANDATORY QUALIFICATIONS OF OFFEROR**

1. Contractor must have a minimum of five years of construction business experience.
2. Project Managers and Superintendents listed in the proposal shall have a minimum of 10 years of experience. Only one project manager and one superintendent shall be approved to work on projects for the City. Any change in project manager or superintendent requires approval from City of Greeley.
3. Ability to provide construction services for the category(ies) proposed for as identified in this RFP.
4. A minimum of two representative projects completed by the project manager and superintendent as detailed in the individual's resume of similar scope and scale in the last five years for each category proposed for.

5. Ability to complete high quality projects on schedule and within budget.
6. Licensed Contractor in the State of Colorado and the Proposer must not have been debarred within the past 10 years, or currently under consideration for debarment, on public contracts by Federal, State, County, Municipal or any other department or agency.

#### **D. EXPECTATIONS**

The City is looking to retain qualified Contractor(s) who can self-perform construction tasks, assist in the project scope development / design process, collaborate with City Staff / Design Engineers / Owner's Representatives, and ensure compliance with contract documents and specifications. The City's overarching goal is to complete all Work Orders safely, on-schedule, at or below budget, and with quality workmanship that meets or exceeds City and industry design standards and specifications.

The City's objectives, duties, expectations, and priorities for delivery of every Work Order issued under this WOC are as follows:

1. The Contractor(s) shall complete upgrades, rehabilitation, emergency, and capital improvement projects on the City's collections, distributions, transmission, and non-potable systems utilizing local staff.
2. The Contractor(s) shall self-perform work orders to the maximum extent possible with their own work force (this requirement excludes equipment).
3. The Contractor(s) shall deliver high quality construction services, workmanship, and material. The City expects the material and equipment procured and installed to be of high quality and commensurate with industry standards. The City expects that the Work completed under each Work Order be done correctly and not require any re-work to meet project specifications, substandard material and equipment selection, or failure to comply with City and industry standards.
4. The City expects a partnering relationship with the selected Contractor(s). The City and Contractor(s) shall work to develop an environment where trust and teamwork prevent disputes, foster a corporative bond to everyone's benefit, and facilitate the successful completion of Work Orders. Adversarial relationships between the Work Order delivery team will not be acceptable or tolerated.
5. The City expects open, early, and honest communication related to all Work Order activities, including design assistance, subcontractor performance, cost control, schedule control, and budget and quality issues.
6. The City expects the Contractor to participate in contract management such that pay applications, critical change directives, Requests for Information (RFIs), and other documents are managed timely and effectively to avoid delays in Work Order delivery. The City expects full transparency of cost and for the Contractor(s) to be able to provide full back up documentation for the cost of work and fee establishment during the development of the work order estimates in the preconstruction phase and continue throughout the construction phase. The City expects the Contractor(s) to work with its appointed representatives to process all job documentation through the established document management and control system.
7. The Contractor(s) shall work with the entire Work Order delivery team to develop a mutually agreeable scope of services prior to official issuance of each Work Order. The Contractor(s) shall work with the City on scoping of improvements to meet the desired goals of the Work Order and provide constructability review of designs they will be tasked

with completing. Included in this objective is the expectation that the Contractor(s) provide input on construction scheduling, cost estimating, material procurement / lead time estimates, and work task phasing / sequencing.

8. The Contractor(s) shall provide open procurement, with the City, for best value selection of subcontractors, equipment, and suppliers. The Contractor(s) shall include applicable Work Order delivery team members in selection of subcontractors, equipment, and material supply vendors. The Contractor(s) shall provide open book pricing for Work Order pricing using associated markups outlined in this RFP. Pay applications will show all employee hours and associated rates, equipment hours and rates, and receipts for supplies purchased and utilized on each Work Order.
9. The Contractor(s) shall provide emergency services where the scope or equipment requirements exceed City resources, time, or manpower availability. During main breaks or backups, assistance may be required by the City with excavation, shoring, pipeline replacement, bypass pumping, backfill and related activities.
10. The City expects the Contractor(s) to commit key staff members to manage the Work Order delivery through attendance of all meetings; preparation of RFIs; management of subcontractors; management of schedule; management of quality, and management of cost. Key staff members for this WOC shall be named in the RFP and be assigned to the Work Orders awarded through this Contract. Key staff members shall attend all meetings requested by the City Staff and be local, qualified individuals, knowledgeable of the industry and the specifics of this RFP and WOC. Key staff members shall be knowledgeable of local conditions and State and City standards.
11. The Contractor(s) shall provide qualified full-time site supervision and management of trade subcontractors to meet or exceed the defined Work Order schedule and meet the goals set forth in this RFP. Site supervision shall be local staff familiar with this WOC, the Work Order assigned, local conditions, and industry and City standards.
12. The Contractor shall provide Work Order delivery schedules and maintain agreed upon Work Order delivery schedules. If the schedule cannot be met, the Contractor(s) shall communicate the reasons why it cannot be met to the applicable Work Order delivery team member as soon as reasonably possible. The Contractor(s) shall strive to accelerate the schedule when it is advantageous to the City or contractor.
13. The Contractor(s) shall maintain system operations and service to Water, Non-potable, and Sewer Customers whenever possible. If outages are required to complete the Work Order, the Contractor(s) shall communicate the reason for the outage and likely duration of the outage to the applicable Work Order delivery team member. Except in cases of emergency, all outages require preapproval.
14. The Contractor(s) shall strive to achieve an optimal balance between the City and Contractor(s) to manage the risk and reduce the likelihood of change orders.
15. The Contractor(s) shall implement an effective safety program incorporating best industry practices that provide safe working conditions for the team during construction as well as long term operational safety.
16. The Contractor(s) shall provide site security and protection during construction and Work Order execution. The Contractor(s) shall provide all site safety management and comply with all applicable OSHA standards and criteria.
17. The Contractor(s) shall provide storm water management and best management practices (BMP) maintenance for the Work Order project site(s) complying with State, County, and City regulations.

18. The Contractor(s) shall provide a quality control program that meets or exceeds minimum job / contract document and industry standards. The Contractor shall coordinate all quality control testing and inspections through the City and their assigned representative.
19. The Contractor(s) shall meet all licensing requirements set forth by the City, County, or other jurisdictional authorities for both Contractor(s) and subcontractor's work. All work provided under this WOC shall comply with all applicable Federal, State, local (City) and industry standards.
20. The Contractor(s) shall provide services to manage participation in startup, testing and commissioning processes, project close out, and address needs during the project warranty period.
21. The Contractor(s) shall notify the applicable Work Order delivery team member of all geotechnical and material testing needs and requirements. Geotechnical and material testing will be provided by a third party.
22. The Contractor(s) shall work with the City to ensure that all required traffic control is provided for Work Orders occurring in active roadways. All traffic control measures will be done in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and City of Greeley Public Works requirements. The City has a traffic control contractor on contract and may elect to have that contractor provide traffic control services. The scope of services for each work order will detail the traffic control approach for the project.
23. The Contractor(s) shall have knowledge of the City of Greeley Public Works Construction Specifications and Water and Sewer Engineering Standards.
24. The Contractor(s) shall complete ancillary work required to restore the Work Order site(s) to original or better condition. This ancillary work will be determined during negotiations and Work Order scoping, prior to official issuance of a Work Order. A non-comprehensive list of ancillary work which may be required includes landscape restoration, rigid and flexible pavement flatwork, rigid and flexible pavement road repair, and irrigation repair. Ancillary work may be completed through subcontracting.

## **E. ROLES**

Meeting the City's objectives, duties, expectations, and priorities listed above will require close communication with all members of the Work Order delivery team. The following outlines organizations / members of the Work Order delivery team and the various roles and organizations the Contractor is expected to work with in the delivery of Work Orders under this WOC:

1. Water and Sewer Department, Engineering – This role will be filled by staff engineers from the department or design engineers. Each Work Order will have a staff engineer or design engineer assigned to it.
2. Water and Sewer Department, Operations and Maintenance – This role will be filled by various operators from the department. Each Work Order will have an operator assigned to it.
3. Designer / Design Engineer – This role could be filled by a staff engineer from the department or by an engineering consultant / firm independently contracted by the City. The City will typically source its Designer / Design Engineer through the City's As-Needed Services/Design and Engineering for Water and Sewer Contract. The scope of the Work Orders issued under this WOC may not require the involvement of a Designer / Design Engineer. However, this role is listed here as a possible team member used in Work Order delivery in case the City desires to bring in additional support.



4. Owner's Representative / Resident Engineer / Resident Project Representative – This role will be filled by a staff engineer from the department or by a third-party representative independently contracted with the City. The City will typically source its Owner's Representative / Resident Engineer / Resident Project Representative through the City's As-Needed Construction Service and Owner's Representative Contract.
5. City Staff, Other – Although most of the Contractor(s) interactions will be with the Water and Sewer Department, there is a possibility that the Contractor(s) may have to interface with other departments, such as Public Works. These interactions are anticipated with coordination of traffic control, stormwater permit, grading permits or other City permits.

## F. SCOPE OF WORK

Work Order size and complexity will vary under this WOC, but may include installing new infrastructure or complete replacement of pipeline segments, tunnel/boring, lining existing pipelines in place, manhole / vault rehabilitation, PRV improvements, service line replacements / taps, installation of meter pits, vaults, sewer services, manholes, inlets, water quality structures, and all associated pipeline appurtenances and other water, non-potable, and sewer system projects not explicitly listed here.

Work Orders may be expected to occur anywhere on the Collections, Distribution, Transmission, or Non-potable systems. Work Orders may occur on Transmission lines located in neighboring towns, counties, and jurisdictions that require permitting and coordination with other municipalities and entities.

## G. WOC WORKFLOWS

**Sole-Source / Single Contractor Workflow:** The City will generate requirements to be serviced under this WOC. Once a requirement is established, the City will contact a Contractor qualified through this WOC to discuss the requirement. The Contractor will work with the City to help scope the requirement. Once the scope is determined and mutually agreed upon by the City and the Contractor, the Contractor will develop a proposal, which defines the scope agreed upon, and lists a schedule and fee to complete the requirement. The Contractor will submit the proposal to the City. If the City determines that the proposal meets the needs of the project and fits within the budget and schedule required, the City will issue a Work Order to the Contractor at the fee and according to the schedule proposed. The Contractor will execute the Work Order in accordance with the proposal.

**Competitive Bid / Multiple Contractor Workflow:** The City will generate requirements to be serviced under this WOC. Once a requirement is established, the City will contact multiple qualified Contractor(s) qualified through this WOC in the appropriate category to discuss the requirement. The City will request proposals from the Contractor(s) to complete the required scope of services. The proposals shall include scope required to complete the requirement, proposed schedule, and fee. The City will review the proposals and select the Contractor that they believe will complete the work at the best value (price, schedule, and quality) to the City. Equivalent bids will be awarded to the low-price proposer. The City will then issue a Work Order to the selected Contractor at the fee and according to the schedule proposed. The Contractor will execute the Work Order in accordance with the proposal.

## SECTION II – PROPOSAL SUBMISSION REQUIREMENTS

General Contractors that have the requisite construction experience, minimum qualifications outlined herein, and experience with on-call construction services, Work Order Contracts, and similar alternative delivery methods are encouraged to submit proposals.

### A. GENERAL INFORMATION

Provide the following:

1. **Transmittal Letter** – Proposers must submit a transmittal letter (2 page maximum) on the Proposer’s letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Proposer Contact and must specify who would be the Contractor(s) signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer. The Proposer must notify the Owner of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of a qualified Proposer, before execution of the Work Order Contract).
2. List the project category(ies) the Contractor is proposing to be considered for. Contractor may submit for any, some, or all categories.
  - a. **Small water or non-potable:** Work Orders on waterlines up to 12”
  - b. **Medium water or non-potable:** Work Orders on waterlines 16” -24”
  - c. **Large water or non-potable:** Work Orders on waterlines greater than 24” (excluding the Bellvue 60” pipeline)
  - d. **Bellvue 60” Pipeline** (federal funding requirements apply)
  - e. **Small sanitary sewer collection:** Work Orders on sanitary sewer lines up to 12”
  - f. **Medium sanitary sewer collection:** Work Orders on sanitary sewer lines from 15” to 21”
  - g. **Large sanitary sewer collection:** Work Orders on sanitary sewer lines greater than 24” Previous names of firm in last 10 years; date firm was established (if applicable).
3. Provide general contracting license held by firm.

### B. EXAMPLE PROJECTS

Provide a brief description and history of relevant projects completed in the last 5 years, similar in type, size, and scope to project category(ies) anticipated under this Contract. ***Example project detail pages included as an attachment may be up to one 8 ½ x11 page each, and do not count against the total page count.*** It is expected that the Contractor(s) submitting Proposals will have extensive construction experience working on water, non-potable, and sewer systems of similar size to qualify in each project category. Include the following in your example projects and contracts:

1. Clearly indicate which category(ies) the project applies to.
2. Projects description that includes the project name, overall scope of work, key subcontractors used and any unique project characteristics. Projects should be relevant in size and scope as the work described in this RFP for each category applied for. Projects included should convey that the Contractor has the ability to work on a variety of work

orders that build water, non-potable, and wastewater infrastructure and assist the City with emergency repairs.

3. Project history that includes the original schedule agreed upon at the time of signing the contract, the actual duration of construction, and any special characteristics of the project that affected delivery (e.g. owner initiated delays, additions to the work, etc.).
4. Type of project delivery model used. List your firm's history with any alternative delivery method, including any similar on-call contracts that the team has experience with. List how your firm brought value to the design and construction.
5. Original contract cost.
6. Cost at completion and number of change orders and description of what triggered the change orders.
7. Contractor, subcontractor, or owner-initiated claims and their resolution
8. Provide both an owner reference and consulting engineer/architect (if applicable) reference for cited projects, including phone numbers and/or email addresses.
9. Past projects completed for the City. Extrapolate on experience and knowledge with the City and its processes and how this previous experience can aid the proposed project.

### **C. PROJECT APPROACH**

Provide a conceptual description of the Contractor(s) approach for managing and performing its services during Work Order delivery, addressing the following topics:

1. Discuss how a collaborative relationship with the City, Design Engineer, and City Representative will be established during work order scope development/design development, scheduling, cost estimating and fee development.
2. Describe the process that will be used to attempt to utilize quality subcontractors located within Northern Colorado, Greeley, & Weld County.

### **D. FEE AND RATE PROPOSAL**

1. Provide a list of construction cost factors that are used to develop the cost of work. Provide a list of hourly rates used during preconstruction and construction activities. Specifically, include the following:
2. Overhead Markup – To account for home office, management, insurance, bonds, etc.
3. Profit Markup
4. Subcontractor Markup
5. Permanent Materials Markup
6. Equipment Markup
7. Labor – Provide unburdened labor rates and markups
8. Equipment Rate Sheet
9. Hourly Rates – Fully burdened labor rates for all project managers, estimators, superintendents, and staff expected to be involved.

### **E. COMPANY RESOURCES**

1. Indicate the total number of personnel employed by the company.
2. Provide how many resources are in each category (e.g. Administration, Clerical, Estimating, Project Management, Project Coordinator, Project Engineer, Superintendent, Foreman, Carpenter, Laborer, etc.)
3. Provide an organizational chart of the firm, specifically showing the resources the firm plans to use in delivery of Work Orders under this Contract.

4. Indicate the office location this Contract will be administered through.

## **F. KEY STAFF**

Provide names and resumes of proposed key project staff, including the proposed project manager, superintendent, and project engineer (if applicable). Include certifications and experiences related to on-call contracts or Alternative Project Delivery, pre-construction services during design, and project estimating. Include experience on construction projects related to the category(ies) you are applying for. Include references from owners and consulting architects/engineers that detail the team's ability. Detail the availability of proposed staff. **Resumes for key staff up to one 8 ½ x11 page for each person may be included as an attachment and do not count against total page count.** Critical staff Notes:

1. Key personnel, the Project Manager and Superintendent, must be committed to this project for its duration, unless excused by the City. This requirement is non-negotiable.
2. The proposed project manager shall have no less than 10 years of experience in similar water/non-potable/wastewater construction.
3. The proposed superintendent(s) shall have no less than 10 years of experience in similar water/non-potable-wastewater construction.

## **G. PROJECT BUDGET AND COST CONTROL**

Describe your methodology for developing a cost to complete work orders.

1. Describe your methodology for developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost. Describe how being a part of the project during design and scoping affects this.
2. Describe your methodology for identifying and addressing construction risk in the design and scoping phase and as part of the project team.
3. Describe your methodology for being transparent or open book when developing a cost for this project in cooperation with the project team.

## **H. CONSTRUCTION SEQUENCING AND SCHEDULING**

Provide details on your firm's approach to construction sequencing and scheduling:

1. Describe the way in which your firm develops and maintains project schedules for Work Orders expected in this Contract.
2. Describe your process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.

## **I. QUALITY ASSURANCE / QUALITY CONTROL**

Provide details on your firm's quality control program.

1. Explain how your team administers a quality control program during construction and how quality issues are addressed.

## **J. ON-CALL AND ALTERNATIVE PROJECT DELIVERY EXPERIENCE**

Describe at least two contracts completed by your firm where it served as an on-call contractor to assist an Owner in similar tasks as outlined in this RFP. Alternative Project Delivery model experience may qualify for this experience if it showed consistent, long-term partnering assistance to the Owner.

1. Provide a listing of key staff who participated in these projects and their roles.

#### **K. SAFETY RECORD**

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years. Provide the OSHA reportable accident rate on projects managed by the proposed superintendent or project manager over the three-year period. Provide a list of all projects in the last 5 years that have received an OSHA citation either to the GC or subcontractor on the jobsite and provide a narrative of the citations. If Contractors provide TRIR or DART rates they should also provide:

1. Number of recordable injuries related directly to number of hours worked
2. Days Away Restricted Transfer incidents related directly to number of hours worked.

#### **L. SUBCONTRACTORS**

Provide a listing of trade subcontractors your firm has relationships with and are known to perform well with critical schedules and timeframes.

The Contractor(s) may propose rate changes annually to the rates proposed in the initial contract. The proposed amount of increase or decrease in fixed rates shall be based on the justifications for the change and shall not exceed the ENR Construction Cost Index for Denver Colorado. The new proposed rates must be approved by the City in advance of being used in Work Order costs.

#### **M. UPCOMING WORK ORDERS**

The City has identified several upcoming projects that are planned to commence in 2023 or 2024 and are anticipated to be awarded to contractors qualified as part of this RFP. Concept drawings for a sample of these projects are included in Attachment B.

## **SECTION III – ADMINISTRATIVE INFORMATION**

### **A. ISSUING OFFICE**

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

### **B. OFFICIAL MEANS OF COMMUNICATION**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

### **C. INQUIRIES**

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) shall be referred to:

E-Mail: [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com)

Subject Line: RFP #F23-05-042

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

### **D. INSURANCE**

The successful Contractor will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

### **E. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

## **F. MINOR INFORMALITIES**

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

## **G. RESPONSIBILITY DETERMINATION**

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

## **H. ACCEPTANCE OF RFP TERMS**

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

## **I. PROTESTED SOLICITATIONS AND AWARDS**

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

## **J. CONFIDENTIAL / PROPRIETY**

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered**

**confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

#### **K. ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

#### **L. RFP CANCELLATION**

The City reserves the right to cancel this RFP at any time, without penalty.

#### **M. NEGOTIATION OF AWARD**

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

#### **N. CONTRACT**

A sample copy of the contract award the City will use to contract for the services specified in this RFP is attached as Exhibit 2. The attached contract is only a sample and is not to be completed at this time.

#### **O. RFP RESPONSE / MATERIAL OWNERSHIP**

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

#### **P. INCURRING COSTS**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

#### **Q. UTILIZATION OF AWARD BY OTHER AGENCIES**

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

#### **R. NON-DISCRIMINATION**

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

#### **S. NEWS RELEASES**

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.



## **T. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
  - a. He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
  - b. He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

## **U. TAXES**

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

## **V. ASSIGNMENT OF DELEGATION**

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

## **W. AVAILABILITY OF FUNDS**

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

## **X. STANDARD OF CONDUCT**

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

## **Y. DAMAGES FOR BREACH OF CONTRACT**

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

## **Z. OTHER STATUTES**

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

## **SECTION IV – EVALUATION AND AWARD**

### **A. GENERAL**

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this section. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. Interviews, presentations and / or demonstrations may be requested by short-listed offerors prior to award. However, interviews, presentations, and / or demonstrations may not be required, and therefore, complete information should be submitted with your Proposal. Committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to interview, give a presentation, or conduct a demonstration to the committee, these dates may not be flexible.

### **B. RESPONSIVENESS**

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

### **C. EVALUATION CRITERIA**

The City of Greeley awards contracts to responsible vendors only. The City of Greeley's Municipal Code defines a "Responsible Respondent" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine a Respondent's responsibility. If the Respondent fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the Respondent non-responsive if such failure is unreasonable.

### **D. SELECTION**

Contractors may propose for any, some, or all project categories listed in the Overview. The selected Contractor(s) will receive a three (3) year base contract term starting on the date of Contract award with optional extension periods up to 5 years total. The City makes no guarantee to the scope of future work or equity of future Work Order dissemination amongst awarded Contractor(s). This WOC may be modified at the sole discretion of the City anytime throughout its contract term. Contractor(s) selected for this WOC may be reevaluated periodically, based on performance and ability to meet qualification criteria.

### **E. COOPERATIVE PURCHASING STATEMENT**

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must

deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

**EXHIBIT 1 – PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

**PROJECT MANAGER**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zip

## **EXHIBIT 2 – SAMPLE CONTRACT**

(Incorporated by Reference)

**Sample contract template currently not available. The City will provide upon contract award.**

## EXHIBIT 3 – INSURANCE

Sample Certificate of Insurance.

<b>ACORD.</b>	Client#: 12170	GRECI	DATE (MM/DD/YYYY) 05/14/2013			
<b>CERTIFICATE OF LIABILITY INSURANCE</b>						
<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small></p> <p><small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small></p>						
<b>PRODUCER</b> ABC Insurance Company P. O. Box 1234 Anywhere, USA		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:				
<b>INSURED</b> Sample Certificate		INSURER(S) AFFORDING COVERAGE INSURER A: Financial Rating of A INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>				
<b>REVISION NUMBER:</b>						
<p><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>						
INDEX	TYPE OF INSURANCE	BOOK	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-ACCY <input type="checkbox"/> LOC					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & AD INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	NEA			<input checked="" type="checkbox"/> (E.L. DISEASE - POLICY LIMIT) E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
City of Greeley 1000 10th St Greeley, CO 80631-3808				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE		
© 1988-2009 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD #S786373M786364 <span style="float: right;">DSM</span>						

**EXHIBIT 4 – DEBARMENT / SUSPENSION CERTIFICATION STATEMENT**

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional): \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT A – FEDERAL REQUIREMENT OVERVIEW

The City may use Water Infrastructure Financing and Innovation Act (WIFIA) loans to fund projects associated with this contract. As such, contractors must comply with all federal requirements for projects funded by WIFIA loans.

The following requirements are based on information taken from the “WIFIA Program Borrower Guide to Federal Requirements”. This reference can be downloaded via this address:

[https://www.epa.gov/sites/default/files/2021-03/documents/wifia\\_borrower\\_guide\\_to\\_federal\\_requirements.pdf](https://www.epa.gov/sites/default/files/2021-03/documents/wifia_borrower_guide_to_federal_requirements.pdf)

**ECONOMIC AND MISCELLANEOUS AUTHORITIES** - Contractors and their subcontractors shall register under the governmentwide System for Award Management (SAM). The city will check registrations under SAM. Contractors that are found to be debarred or suspended under Executive Order 12549 are excluded from activities in which projects are funded by WIFIA loans. Therefore, contractors that are debarred or suspended will not be considered for contracts with the city.

**CIVIL RIGHTS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES** - Contractors shall be required to comply with civil rights laws and regulations and be an Equal Employment Opportunity employer to be considered for contracts with the city. Refer to Subpart B- Contractors’ Agreements which is attached to this Addendum for additional information.

**EQUAL EMPLOYMENT OPPORTUNITIES** - Contractors shall also abide by requirements of the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” as described at 41 CFR Part 60-4.

Contractors and their subcontractors shall meet the following good faith efforts. There are no specific requirements for implementing each of the efforts as long as the effort is shown. Contractors shall maintain proper records demonstrating that these good faith efforts were applied during contract procurement.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

AMERICAN IRON AND STEEL (AIS) REQUIREMENT - Contractors shall abide by the American Iron and Steel (AIS) requirements per statute 33 U.S.C. § 3914. Contractors shall maintain up-to-date records on AIS certifications for products purchased and installed on the project. Contractors shall assist the city with providing AIS documentation for installed products to show compliance with AIS requirements to avoid a non-compliance event.

LABOR LAWS AND STANDARDS – WIFIA loans are subject to Davis-Bacon requirements. The current wage determination will be used for projects funded by WIFIA loans in place of the Contractor's wage rates submitted within their proposal where applicable. Wage rates can be found at [Wage and Hour Division Davis-Bacon Wage Determination Conformance Request Guide, September 2021 | U.S. Department of Labor \(dol.gov\)](#)

Contractors shall submit certified payrolls on a weekly basis and show that payroll reports are accurate and paid wages are consistent with the contract's wage determination and overtime requirements.

BUILD AMERICA, BUY AMERICA ACT (BABA) – Contractor shall periodically submit documentation to demonstrate continued compliance with the BABA requirement. Key borrower responsibilities for implementation include. Contractors shall submit BABA certifications for products purchased and installed on the project.

## **Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**

### **Subpart B – Contractors' Agreements**

#### **SEC. 202**

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

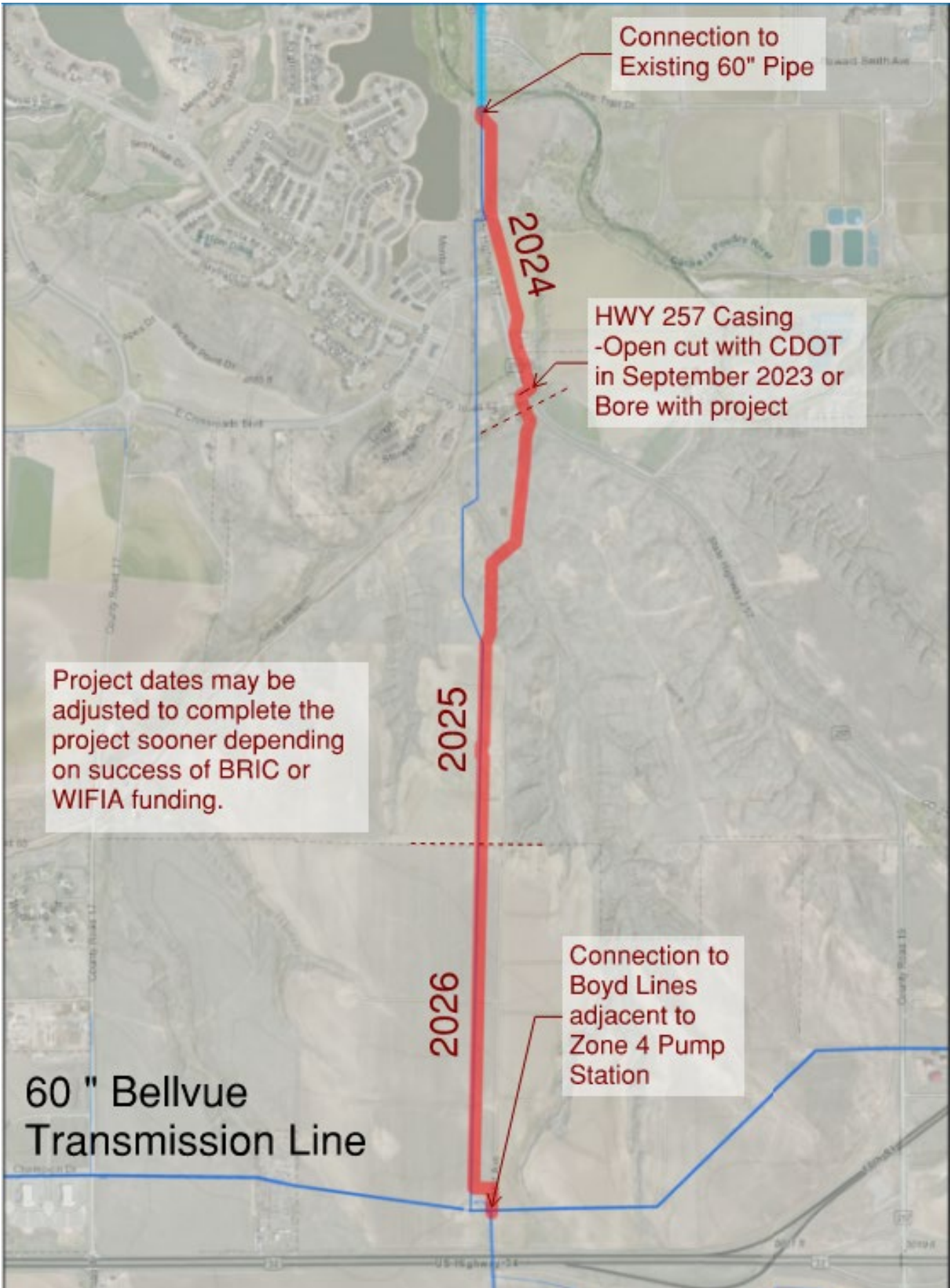
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

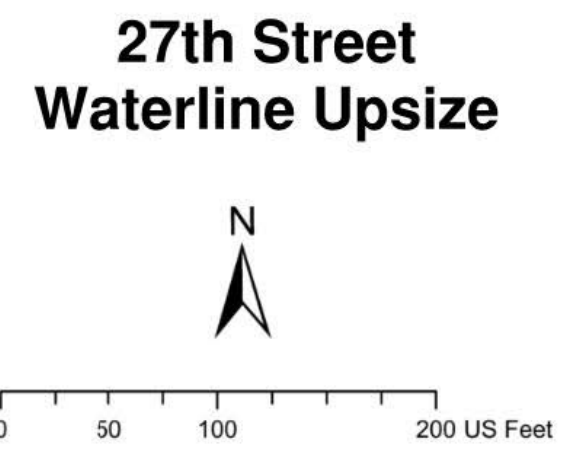
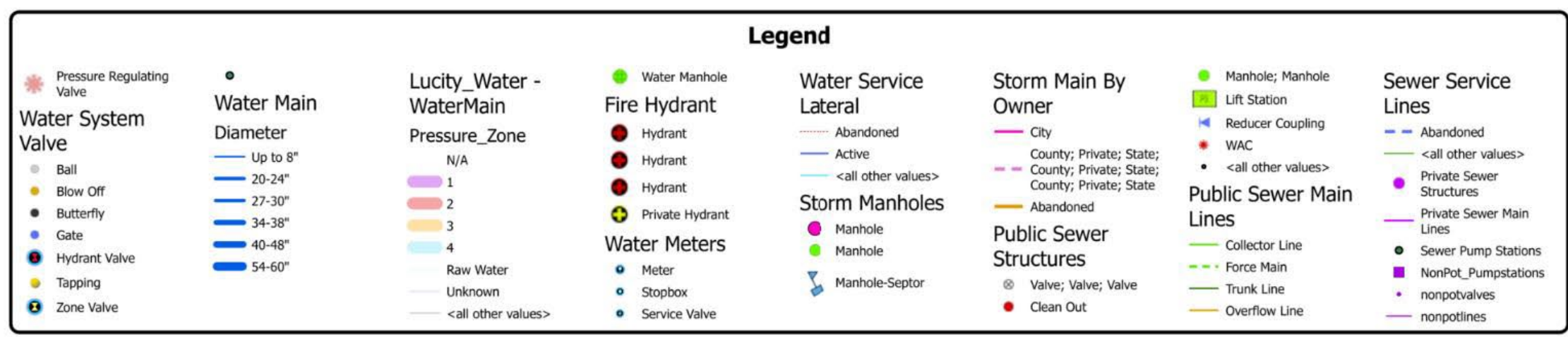
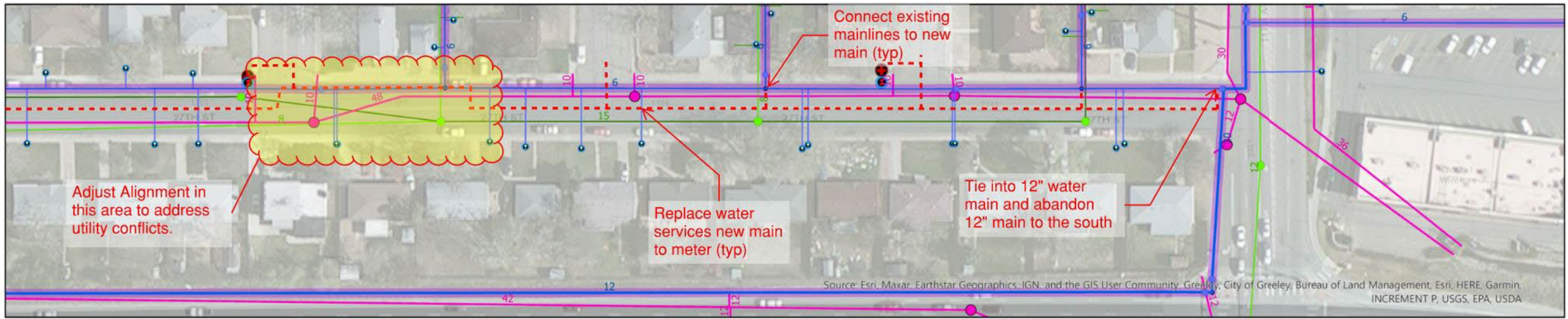
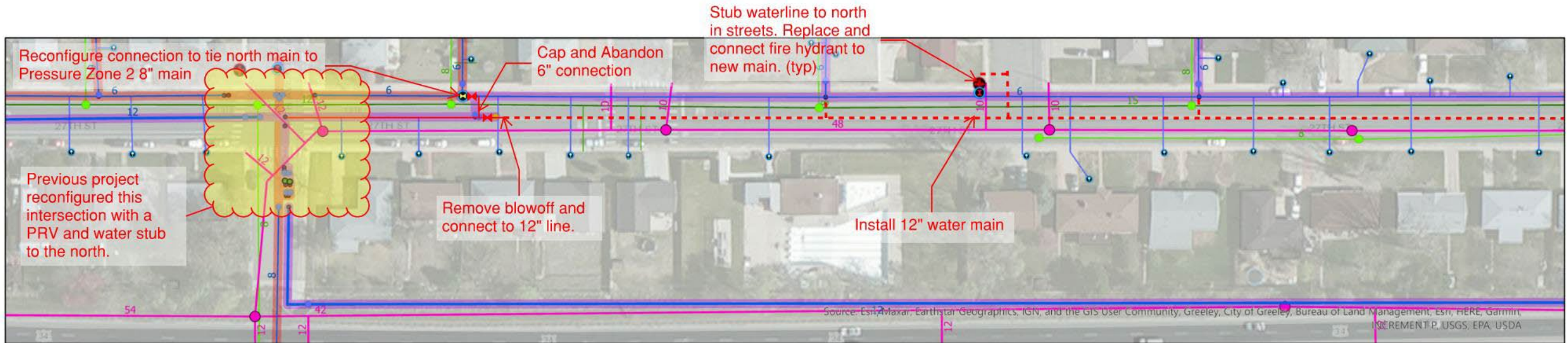
hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

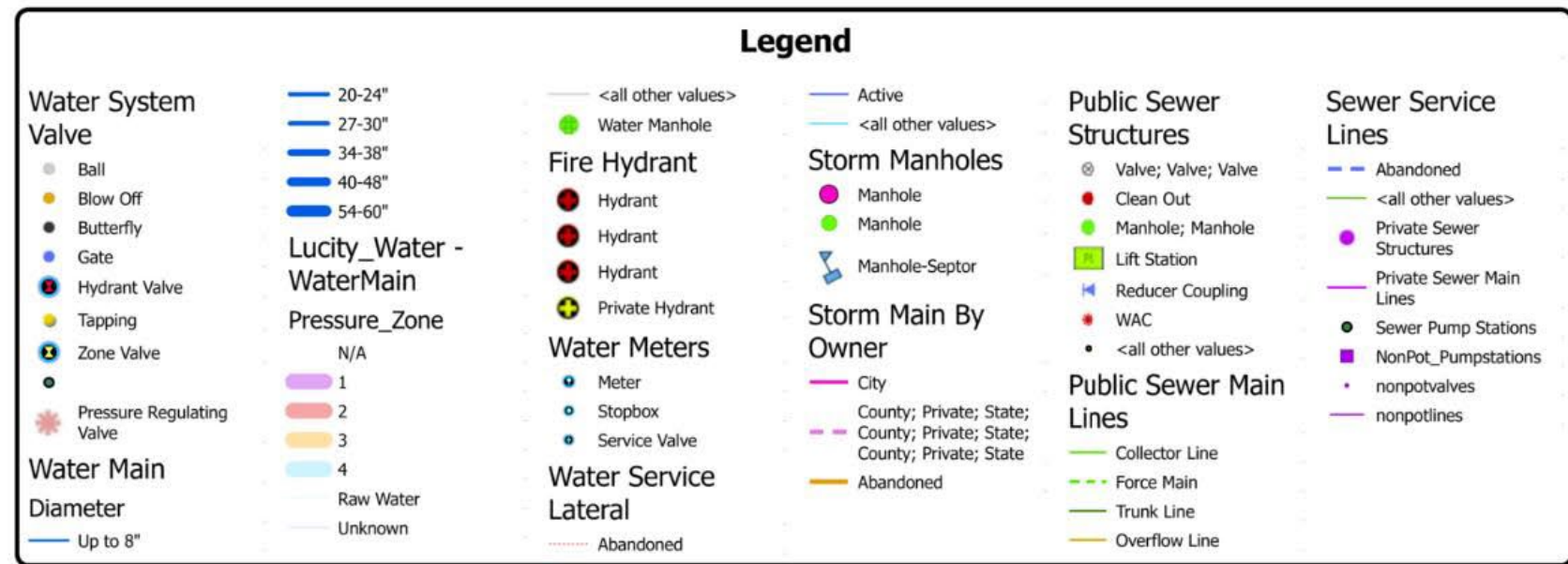
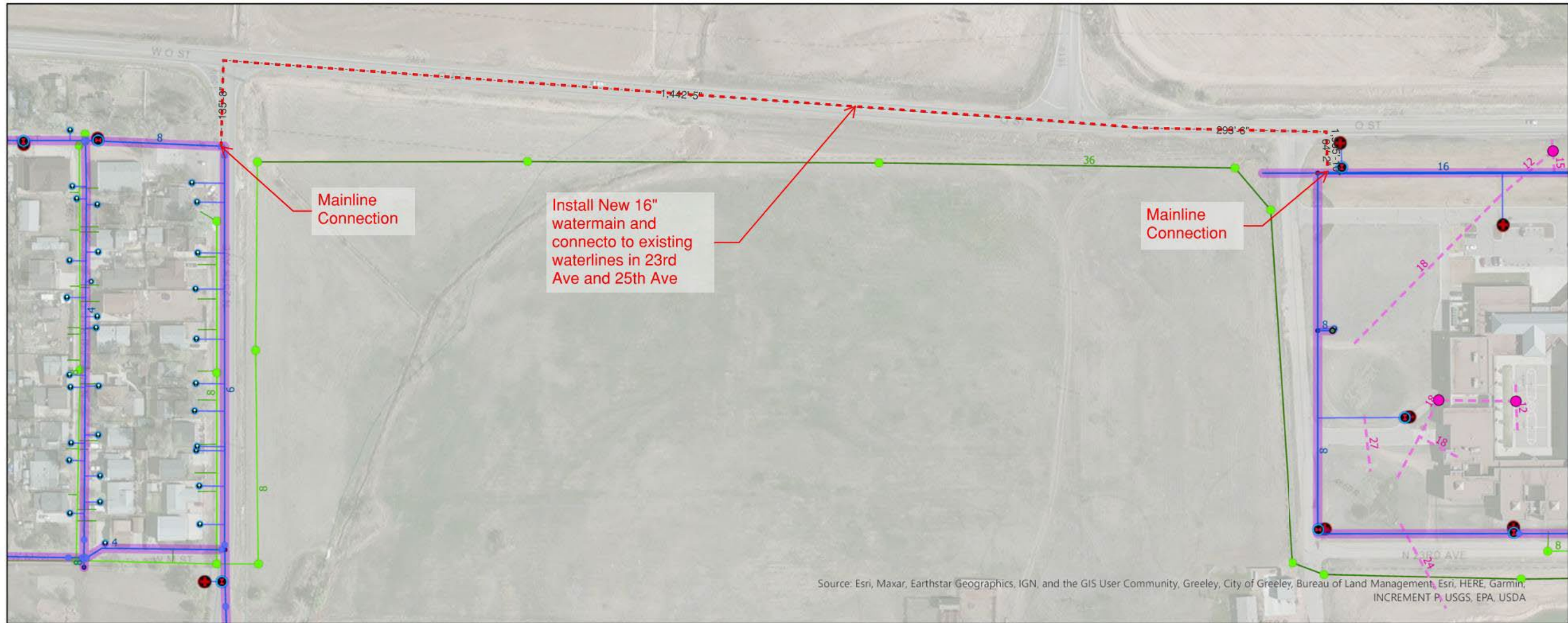
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

The issuance of a loan under the WIFIA program constitutes an action that triggers an environmental review of the project scope covered by the loan.

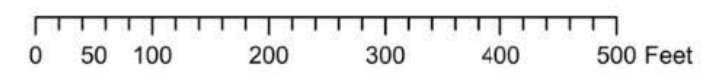
## ATTACHMENT B – UPCOMING WORK ORDERS

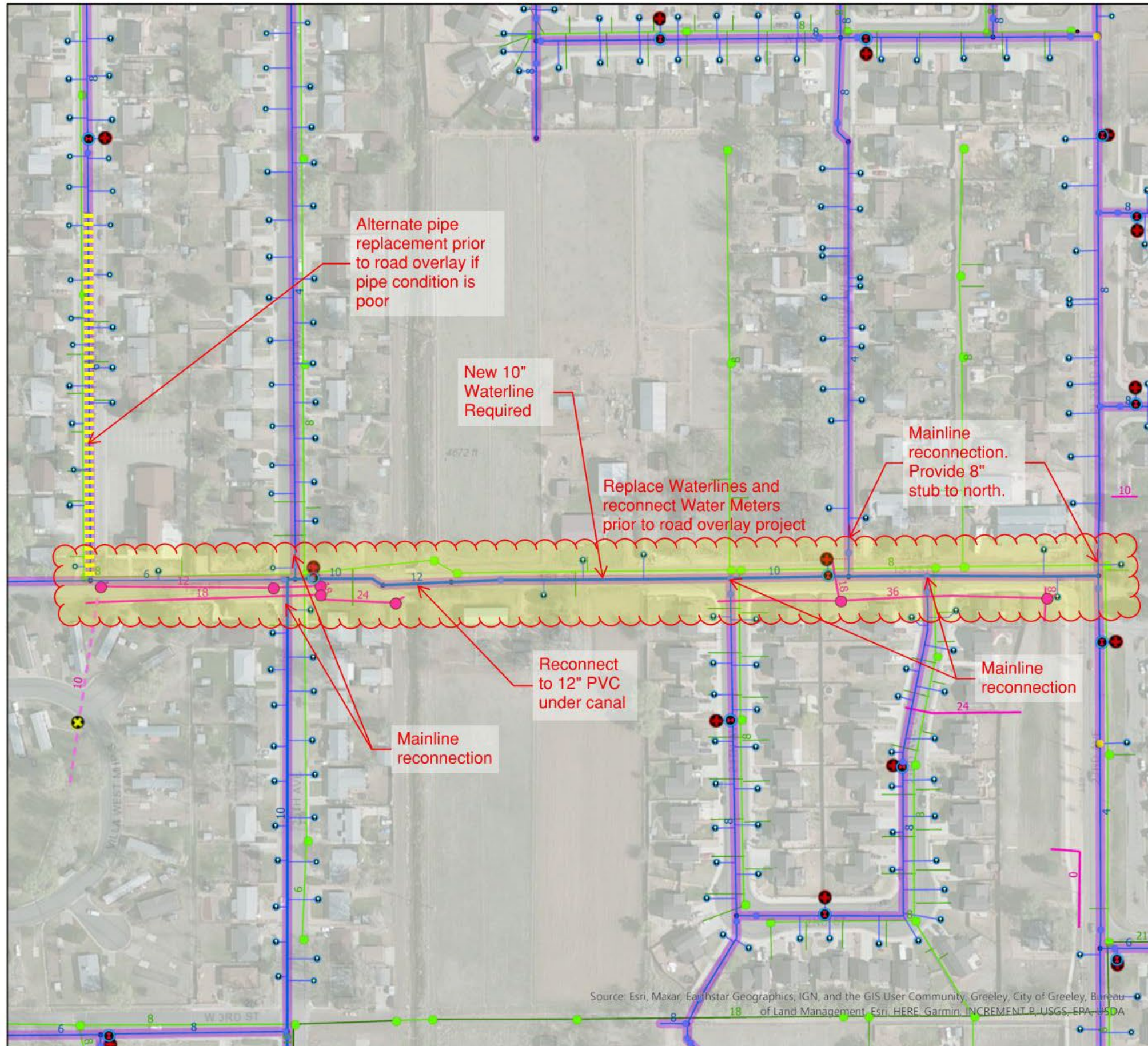






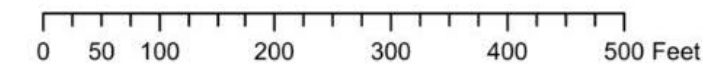
## O Street 23rd Ave to 25th Ave





### Legend

<b>Water System Valve</b>	Unknown	Abandoned
Ball	<all other values>	<b>Public Sewer Structures</b>
Blow Off	Water Manhole	Valve; Valve; Valve
Butterfly	<b>Fire Hydrant</b>	Clean Out
Gate	Hydrant	Manhole; Manhole
Hydrant Valve	Hydrant	Lift Station
Tapping	Hydrant	Reducer Coupling
Zone Valve	Hydrant	WAC
Pressure Regulating Valve	Private Hydrant	<all other values>
	<b>Water Meters</b>	<b>Public Sewer Main Lines</b>
	Meter	Collector Line
	Stopbox	Force Main
	Service Valve	Trunk Line
		Overflow Line
<b>Water Main</b>	<b>Water Service Lateral</b>	<b>Sewer Service Lines</b>
Diameter	Abandoned	Abandoned
Up to 8"	Active	<all other values>
20-24"	<all other values>	Private Sewer Structures
27-30"		Private Sewer Main Lines
34-38"		Sewer Pump Stations
40-48"		NonPot_Pumpstations
54-60"		nonpotvalves
<b>Lucity_Water - WaterMain</b>	<b>Storm Manholes</b>	nonpotlines
Pressure_Zone	Manhole	
N/A	Manhole	
1	Manhole-Septor	
2	<b>Storm Main By Owner</b>	
3	City	
4	County; Private; State;	
Raw Water	County; Private; State;	
	County; Private; State;	



## 1st St 23rd to 27th Ave Waterline Replacement

This project also includes concrete replacement for various sections of curb, gutter sidewalk and ramps from 23rd Ave west to EOP