



**CITY OF COLORADO SPRINGS
R19-086 MZ PREQUALIFICATION
FOR EMERGENCY ON CALL SNOW REMOVAL AND ICE CONTROL**

PUBLIC INVITATION FOR PREQUALIFICATION

PREQUALIFICATION SUBMITTALS DUE: NO LATER THAN MAY 9, 2019 – 2:00 PM

All Vendors desiring to bid, as consultants, on the On Call Emergency Snow and Ice Removal Services are required to complete and submit the qualification documents included in this document including all instructions and forms.

Qualified vendors are required to have a good record of past performance on similar type projects, or other similar projects in complexity and dollar magnitude, and be able to demonstrate their ability to perform all required services in the most professional manner and that in no way would detract or cause damage to the City.

Prequalification submittals will be reviewed by the Office of Emergency Management and Operations and Maintenance Departments, and by the Procurement Services Division. Reviews will be based on the information provided in your submittal, as well as reference checks, and if applicable satisfactory performance on prior projects, and references that are comparable in magnitude and complexity. Pre-qualified firms may be awarded an on-call contract in which the task orders will be issued against it. As emergency scenarios arise, the City project manager will request quotes from the pre-qualified on-call firms for snow removal services. Task Orders will be issued against the on-call contract for awarded work.

Prospective contractors shall complete and submit the Request for Pre-qualification, which may be obtained by contacting, or logging on to www.bidnetdirect.com. Completed Vendor Prequalification Forms should be submitted no later than May 9, 2019 - 2:00 pm.

Michael Zeller
Contracting Specialist
City of Colorado Springs Procurement Services Division
107 N. Nevada Avenue, Suite 125
Colorado Springs, Colorado 80903
Phone: 719-385-5264
mzeller@springsgov.com

All specific or technical questions regarding this project or prequalification shall be addressed to the contracting specialist at **the e-mail address listed above by 1:00PM April 25, 2019.**

Two hard copies and one electronic copy (CD/Thumb Drive) of the completed Requests for Vendor Prequalification Form shall be submitted to the City Contracting Division in a single envelope labeled **“PRE-QUALIFICATION – EMERGENCY SNOW REMOVAL AND ICE CONTROL SERVICES, ATTN: MICHAEL ZELLER** not later than **2:00 P.M. on, May 9, 2019.**

NOTIFICATION OF PREQUALIFICATION

This is not a solicitation of proposals. No guarantees express or implied, are made. The City reserves the right to revise, change, modify, or delete the Project or schedule. Vendors responding to this notice do so at their own risk and option and therefore assume full responsibility for all associated costs.

FUNDING SOURCE

Any task orders issued from this RFQ will be City funds and possibly reimbursed Federal Funds.

PIGGYBACK CLAUSE

Other governmental agencies may be extended the opportunity to utilize the resultant award at the proposed price(s) with the agreement of the successful Offeror, upon written agreement by both parties. Requests for participation will be coordinated by the applicable governmental agency, and that agency will be responsible for issuing their contractual document(s).



City of Colorado Springs VENDOR PREQUALIFICATION FORM

All Vendors desiring to submit on the Emergency Snow Removal and Ice Control Operations are required to complete and submit the minimum qualifications requirements requested in this document including all instructions and forms. Funding for these efforts may come through the Federal Emergency Management Agency (FEMA).

SCOPE OF WORK FOR PROJECT

The purpose of this work is to secure vendors for emergency snow and ice control. These are ancillary services to O&M's Snow Removal Operations and would cover residential streets (ROMEO grids) on an on call availability during declared snow emergencies. Snow emergencies are typically only declared when there is an excess of 12 inches of snow. The Contractor must have properly licensed operators for all equipment listed in Schedule A-3. The City will provide maps of areas to be plowed and the contractor must be able to read the maps and ensure that only their assigned residential streets are plowed. Each contractor must have a superintendent or foreman appointed to communicate with a city inspector and equipment operators. The city inspector will ensure all roads are plowed and verify hours of equipment operation.

When a snow emergency is declared, the City will contact the contractors who have prequalified and inquire if equipment and operators are available. There is no guarantee that the City will use any or all of the contractors on the list. There is no retainer paid by the City, nor is the contractor required to be available during the term of the Agreement.

The Vendor shall submit their current fee schedule and identify hourly rates for heavy equipment and operators to be assigned to this effort. Please note, the City will only reimburse amounts up to the approved FEMA Rates (Exhibit B).

OPERATIONAL GUIDELINES FOR SNOW REMOVAL OPERATORS

1. Maintain all equipment in a safe and proper manner
2. Operate such equipment with due and proper care for the safety and welfare of all persons and property
3. The exercise of due care in the removal of snow from any street so as not to obstruct traffic

4. Snow shall not be deposited on public or private property without permission of the owner of such property
5. Snow shall not be deposited to a height so as to obstruct vision between a driveway and the public right of way
6. Snow shall not be deposited on fire hydrants or in such a manner as to impede access to fire hydrants
7. Vehicles engaged in snow plowing activities shall have a flashing yellow/amber light on the roof of the vehicle when they are engaged in plowing activities

These qualification documents are required regardless of whether the contractor has previously been pre-qualified for other work by the City of Colorado Springs or surrounding government agencies. The City of Colorado Springs will not consider or open future bids for this project received from vendors who have not been pre-qualified for this project.

The City of Colorado Springs will review all submitted documentation and issue a letter of pre-qualification to all contractors that have satisfactorily met all of the pre-qualification requirements. Vendors that do not submit satisfactory documentation of their qualifications will be advised in writing that they have not been pre-qualified and will not be allowed to submit bids for this project. The City of Colorado Springs will provide the list of pre-qualified bidders upon request. Note: The City will not request or accept missing information after the due date of April 13, 2019.

Vendor Instructions:

- All questions on the form must be answered and information given must be clear and complete.
 - Complete this form, add your attachments, and submit to:

City of Colorado Springs Procurement Services Division
Mike Zeller
107 N. Nevada Ave, Suite 125
Colorado Springs, CO 80903

- Prequalification or determination of responsibility will be evaluated and approved or denied based on City Purchasing and Contracts Rules and Regulations, Part IV:

4-104 PRE-QUALIFICATION

Projects in excess of \$50,000 may require the prospective contractor to be pre-qualified. On such projects, prospective contractors may be asked to submit a financial statement in accordance with the general provisions of the solicitation documents. All prospective contractors shall fill out and return a pre-qualification

DETAILS OF EXPERIENCE

List a minimum of 3 projects of a similar size and complexity that your company has been awarded in the last 5 years (Include city, county or state projects)

Year	Type of work	Employers name	Contract amount	Work location & Owner Project Manager with contact information (city, county or state)

Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes _____ No _____

If "Yes" explain: _____

References: List at least three (3) references (name, address and telephone numbers) having knowledge of type and quality of work performed:

VENDOR DEFAULT

Has your firm ever failed to complete any work awarded to you in Colorado?

Yes _____ No _____

If "Yes" explain _____

Has your company, its parent, affiliate or subsidiary been denied prequalification in the last 5 years by any government agency in Colorado or any other state?

Yes _____ No _____

If "Yes" explain: _____

By signing in this space, the vendor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on any federal, state, county or municipal Invitations for Bids or Requests for Proposals.

Signature

Date

Title

**THE FOREGOING FACTS AND STATEMENTS ARE TRUE TO THE BEST OF MY
KNOWLEDGE.**

Authorized Signature		Date	
Print Name and Title			

CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS WHICH WILL BE INCLUDED ON AWARDED CONTRACT

1. EQUAL EMPLOYMENT OPPORTUNITY

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, 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, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of executive order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
- (5) The contractor will furnish all information and reports required by executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 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 the administering agency may direct 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 by the administering agency the contractor may request the united states to enter into such litigation to protect the interests of the united states.
- (8) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (9) *Incorporation by reference*. The equal opportunity clause may be incorporated by reference in all government contracts and subcontracts, including government bills of lading, transportation requests, contracts for deposit of government funds, and contracts for issuing and paying U.S. Savings bonds and notes, and such other contracts and subcontracts as the deputy assistant secretary may designate.
- (10) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (11) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

- (a) *Requirements for prime contractors and subcontractors*.
- (1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on standard form 100 (eoe-1) promulgated jointly by the office of federal contract compliance programs, the equal employment opportunity commission and plans for progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a

financial institution which is an issuing and paying agent for U.S. Savings bonds and savings notes: *provided*, that any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

- (2) Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the deputy assistant secretary may require. The deputy assistant secretary may extend the time for filing any report.
- (3) The deputy assistant secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the deputy assistant secretary or the applicant deems necessary for the administration of the order.
- (4) Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the deputy assistant secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

(b) *Requirements for bidders or prospective contractors—*

- (1) *Certification of compliance with part 60-2: affirmative action programs.* Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) whether it has developed and has on file at each establishment affirmative action programs pursuant to part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the joint reporting committee, the deputy assistant secretary or the equal employment opportunity commission all reports due under the applicable filing requirements.
- (2) *Additional information.* A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the deputy assistant secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the deputy assistant secretary requests.

(c) *Use of reports.* Reports filed pursuant to this section shall be used only in connection with the administration of the order, the civil rights act of 1964, or in furtherance of the purposes of the order and said act. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

3. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON) (FROM FAR 52.222-6)

The term “contracting officer” herein shall refer to the city of Colorado Springs contracting specialist assigned to this contract.

(a) definition.-“site of the work”-

(1) means-

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is-

(a) Located in the United States; and

(B) established specifically for the performance of the contract or project;

(2) except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) all laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such

payroll deductions as are permitted by regulations issued by the secretary of labor under the Copeland act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the secretary of labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the construction wage rate requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled apprentices and trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) the wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the construction wage rate requirements (Davis-bacon act) poster (wh-1321) shall be posted at all times by the contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional

classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the contracting officer to the administrator of the:

Wage and hour division
employment standards administration
U.S. Department of labor
Washington, DC 20210

The administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) in the event the contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the administrator of the wage and hour division for determination. The administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) the wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) if the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the secretary of labor has found, upon the written request of the contractor, that the applicable standards of the construction wage rate requirements statute have been met. The secretary of labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS
(FROM FAR 52.222-4)**

The term “contracting officer” herein shall refer to the city of Colorado Springs contracting specialist assigned to this contract.

The term “government” herein shall refer to the city of Colorado Springs and any interested federal or state entity.

(a) *Overtime requirements.* No contractor or subcontractor employing laborers or mechanics (see federal acquisition regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the contractor and subcontractor are liable for liquidated damages payable to the government. The contracting officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the contract work hours and safety standards statute (found at 40 U.S.C. Chapter 37).

(c) *Withholding for unpaid wages and liquidated damages.* The contracting officer will withhold from payments due under the contract sufficient funds required to satisfy any contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy contractor or subcontractor liabilities, the contracting officer will withhold payments from other federal or federally assisted contracts held by the same contractor that are subject to the contract work hours and safety standards statute

(d) Payrolls and basic records.

(1) The contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates

of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by department of labor regulations at 29 CFR 5.5(a)(3) implementing the construction wage rate requirements statute.

(2) the contractor and its subcontractors shall allow authorized representatives of the contracting officer or the department of labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The contractor or subcontractor also shall allow authorized representatives of the contracting officer or department of labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

5. CLEAN AIR ACT

By signing this contract, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the clean air act (42 U.S.C. 7401-7671q) and the federal water pollution control act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the environmental protection agency (EPA). Further, the contractor agrees to include this clause in all subcontracts in excess of \$150,000.

6. DEBARMENT AND SUSPENSION

By signing this contract, the contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions(federal, state, or local) terminated for cause or default.

7. BYRD ANTI-LOBBYING AMENDMENT

By signing this contract, the contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the contractor certifies that it has not engaged in lobbying with non-federal funds that takes place in connection with obtaining any federal award. The contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this contract.

8. SMALL BUSINESS REQUIREMENTS

The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the small business administration and the minority business development agency of the department of commerce.

9. PROCUREMENT OF RECOVERED MATERIALS

The contractor must comply with section 6002 of the solid waste disposal act, as amended by the resource conservation and recovery act. The requirements of section 6002 include procuring only items designated in guidelines of the environmental protection agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ANTI-KICKBACK PROCEDURES.

(a) Definitions.

“kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause,

(1) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a

prime contract or a subcontract entered into in connection with such prime contract, and

(2) Includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The 41 U.S.C. Chapter 87, kickbacks, prohibits any person from --

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

(c)

(1) The contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the attorney general.

(3) The contractor shall cooperate fully with any federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The contracting officer may

(i) Offset the amount of the kickback against any monies owed by the united states under the prime contract and/or

(ii) Direct that the prime contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The contracting officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the government unless the government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the prime contractor shall notify the contracting officer when the monies are withheld.

(5) The contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but accepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

(a) Definition. As used in this clause--

“Energy-efficient product”—

(1) Means a product that—

(i) meets department of energy and environmental protection agency criteria for use of the energy star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the department of energy’s federal energy management program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The contractor shall ensure that energy-consuming products are energy efficient products (i.e., energy star® products or femp-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the contractor for use in performing services at a federally-controlled facility;

(3) Furnished by the contractor for use by the government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the energy star® program or fem.; or

(2) Otherwise approved in writing by the contracting officer.

(d) Information about these products is available for—

(1) Energy star® at <http://www.energystar.gov/products>; and

(2) http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.
Clauses for Contracts Subject to Federal Requirements

12. BUY AMERICAN—CONSTRUCTION MATERIALS

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace;
and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.
- E. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Check One)

I DO CERTIFY (____) I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____

RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the _____(proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached proposal were arrived at independently by _____(proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and
3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____(proposing entity) or its employees or agents to any person not an employee or agent of _____(proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____

EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name

Street Address

City _____ State _____ Zip _____

This firm is:

_____ Independently owned and operated

_____ An Affiliate Parent Company

or

_____ A Subsidiary of Address

or

_____ A Division City and State

Zip _____

1. Contractor ____ HAS ____ HAS NOT

Developed and has on file an affirmative action program in conformance with 41 CFR 60-2.

2. Contractor ____ HAS ____ HAS NOT

Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City or any Federal agency.

3. Contractor ____ HAS ____ HAS NOT

Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s).

Contractor's Equal Employment Opportunity Program ____ HAS ____ HAS NOT been subject to a Federal Equal Opportunity Compliance Review. If so, then state date of Review below.

Signature _____ Date _____

Title _____

MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit. .

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

SCHEDULE A-3 EQUIPMENT RATES

HEAVY EQUIPMENT

FEMA COST CODE	EQUIPMENT	SPECIFICATIONS	CAPACITY SIZE	HP	UNIT	UNITS AVIALABLE	FEMA RATE	HOURLY RATE
8330	Grader	Moldboard Size	10 Ft	110	HR		\$43.30	
8331	Grader	Moldboard Size	12 Ft	150	HR		\$46.50	
8332	Grader	Moldboard Size	14 Ft	225	HR		\$67.50	
8391	Loader, Wheeled	Bucket Capacity	1 CY	60	HR		\$36.90	
8392	Loader, Wheeled	Bucket Capacity	2 CY	105	HR		\$35.50	
8393	Loader, Wheeled	Bucket Capacity	3 CY	152	HR		\$43.85	
8394	Loader, Wheeled	Bucket Capacity	4 CY	200	HR		\$59.30	
8395	Loader, Wheeled	Bucket Capacity	5 CY	250	HR		\$64.00	
8396	Loader, Wheeled	Bucket Capacity	6 CY	305	HR		\$104.00	
8397	Loader, Wheeled	Bucket Capacity	7 CY	360	HR		\$124.00	
8398	Loader, Wheeled	Bucket Capacity	8 CY	530	HR		\$171.40	
8540	Loader Skid Steer	Operating Capacity	1000 LB	35	HR		\$14.15	
8541	Loader Skid Steer	Operating Capacity	2000 LB	65	HR		\$37.00	
8542	Loader Skid Steer	Operating Capacity	3000 LB	85	HR		\$36.05	
8572	Loader Backhoe Wheeled	Bucket Capacity	1.5 CY	95	HR		\$38.60	
8573	Loader Backhoe Wheeled	Bucket Capacity	1.75 CY	115	HR		\$47.77	

TRUCKS (DUMP TRUCK TO GENERAL PURPOSE)

FEMA COST CODE	EQUIPMENT	SPECIFICATIONS	CAPACITY SIZE	HP	UNIT	UNITS AVIALABLE	FEMA RATE	HOURLY RATE
8720	Dump Truck	Capacity	8 CY	220	HR		\$48.90	
8721	Dump Truck	Capacity	10 CY	320	HR		\$60.77	
8722	Dump Truck	Capacity	12 CY	400	HR		\$67.70	
8723	Dump Truck	Capacity	18 CY	400	HR		\$75.50	
8807	Pickup Truck	¾ Ton	4X4 Axle	285	HR		\$20.80	
8808	Pickup Truck	1 Ton	4X4 Axle	340	HR		\$22.85	
8809	Pickup Truck	1 ¼ Ton	4X4 Axle	360	HR		\$26.40	
8810	Pickup Truck	1 ½ Ton	4X4 Axle	362	HR		\$26.75	
8811	Pickup Truck	1 ¾ Ton	4X4 Axle	362	HR		\$27.50	

PLOWS AND SANDERS

FEMA COST CODE	EQUIPMENT	SPECS	CAPACITY SIZE	HP	UNIT	UNITS AVIALABLE	FEMA RATE	HOURLY RATE
8450	Grader Mounted Plow	Width	10 FT		HR		\$28.00	
8451	Grader Mounted Plow	Width	14 FT		HR		\$32.90	
8452	Grader Mounted Plow	Width	15 FT		HR		\$24.35	
8455	Truck Mounted Plow	Mounting	Tailgate Chasis		HR		\$7.35	
8456	Sand Spreader	Mounting	Dump Body		HR		\$10.45	
8457	Sand Spreader	Mounting	Truck 10 YD		HR		\$13.15	
8458	Chemical Spreader	Capacity	5 CY	4	HR		\$6.00	

MISCELLANEOUS ITEMS

ITEM	UNITS AVAILABLE	HOURLY RATE
Supervisor/Forman including vehicle and fuel		
Mobilization for Heavy Equipment		