

**Request for Proposal #2017-018
Design/Build Services for Trickling Filter Renovation
Wastewater Treatment Plant
City of Pittsburg, Kansas**

A. Purpose of RFP: To solicit proposals from DESIGN/BUILD CONTRACTORS for the design and construction of Renovations to the Trickling Filter Rotary Distributor at the City of Pittsburg, Kansas Wastewater Treatment Plant.

B. Project Background: The City operates two trickling filters at the Wastewater Treatment Plant. One of the trickling filter's rotary distributors (Filter Basin No. 1) was rehabilitated in 2007 making use of a WesTech mechanism. The work included in this contract shall consist of providing and installing a rotary distributor in Filter Basin No. 2.

C. Scope of Work: The City requests the assistance of a DESIGN/BUILD CONTRACTOR for the design and construction of a **Trickling Filter Rotary Distributor (Filter Basin No. 2)** at the Wastewater Treatment Plant including:

1. Design Memorandum
2. Overall Cost Estimate (**Guaranteed Maximum Price**)
3. Construction Design Plans
4. Schedule of Values
5. Project Schedule of Contract Execution & Implementation
6. Permits

D. Outcome and Performance Standards: The following are definitions of clarification and expectations for items to be included within the proposal documents as defined by Article I of this document:

1. Statement of Project Understanding:

- Provide an overview of the design build firm's understanding of the project intent, project team, team approach, and overall deliverables of a successful project.
- The design build contractor who is the prime contractor may only submit one proposal and may not participate as a sub-consultant on any other proposal team.
- Subcontractors or consultants, regardless of discipline, which participate only as a subcontractor or design consultant, may do so with as many design build contractor teams as desirable.

2. Organizational Chart/Communication Chain:

- The design build contractor and his sub-contractors must be licensed to practice and perform work in the State of Kansas.
- The design build contractor shall have a single lead project manager who will be the prime contact selected to direct and coordinate the work of others, be responsible for the schedule, submitting deliverables, completing construction and installations, and provide plant start-up services and coordination.
- Each firm represented shall provide the representative firm's background information, structural set up, related work experience, municipal work experience, references for work performed, firms specific project role, and any other relative information.

3. Design Memorandum:

- The design memorandum shall be a rough draft of known conditions, initial calculations, and design assumptions and allowances that best fit the intent of the scope of work. Finalization of the design memorandum will be made after equipment selection and award to the successful design build contractor.
- It is anticipated that design build contractor will attend the on-site pre-bid conference to review existing conditions, familiarize themselves with the facility, and clarify any point's question.
- Current diverted flows to the trickling filters are approximately _1_MGD with a maximum high flow of _14_MGD
- The rotary trickling filter distributor shall match the hydraulic profile of the existing trickling filter (Filter Basin No. 1) so that flows will be automatically evenly distributed during operation of the facility. The intent is that the mechanism will be identical in hydraulic performance so that advanced/highly regulated flow distribution will not be required when both trickling filters are in operation.
- Necessary components must be included for integration into the existing SCADA system utilized by the facility. Integration to the SCADA system itself is NOT to be included in the proposal. Items considered for integration include flows, placing into service and removal from service in daily activities at the Wastewater Treatment Plant.
- The design memorandum should evaluate the various manufactures of rotary filter equipment and identify the strengths and weakness based on the firm's experience and by discussion of the performance of the equipment with other facilities that utilize that equipment in their facilities.
- Upon approval of the design memorandum and approval by the regulatory agencies, the contractor will proceed to construct the system as authorized by the City of Pittsburg.

4. Equipment Selection Submittals with Associated Costs:

- The City recognizes that there are multiple manufactures of rotary distributors that may fit the intent of this proposal. For each different manufacture, please submit technical specification with associated cost specific to that manufacturer's equipment.

5. Guaranteed Maximum Price:

- Preparation of the design memorandum and a guaranteed maximum price (GMP) shall be presented in the proposal.
- Multiple GMP's may be submitted with optional equipment suppliers.
- All costs associated with designing, purchasing, shipping, mobilizing, installing, testing, commissioning, and performance warranties of the Trickle Filter Rotary Distributor and all other related components shall be paid by the design build contractor, included and defined in the GMP by a schedule of values.
- The cost associated with the development of a design memorandum and GMP shall be defined in the contract documents.

6. Project Overview Schedule:

- This shall be a one page document reflecting critical path durations and project milestones from award to completion.

E. Deliverables:

1. **Request Posting Number:** The Request Posting Number has been assigned to this document and MUST be shown on all correspondence or other documents associated. All inquiries, written or verbal, shall be directed through the procurement officer only.

Jared Peterson
Telephone: (620) 231-4100
Fax: (620) 231-7327
E-Mail Address: jared.peterson@pittks.org
City of Pittsburg, Kansas
Procurement and Contracts
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

Failure to notify the Procurement Officer of any conflicts or ambiguities in this request may result in items being resolved in the best interest of the City. Any modification to this request shall be made in writing, by addendum, and posted on the City's website for vendors to download. Only written communications are binding.

2. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this request for proposal. All responses will become the property of the City, and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
3. **Submission of Bid Response:** Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the City.
4. **Evaluation of Bids:** As described within Article J of this document.
5. **Acceptance or Rejection:** The City reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a bid response.
6. **Contract:** The successful bidder will be required to enter into a written contract with the City.
7. **Contract Documents:** This RFP and any amendments and the bid response and any amendments of the successful bidder shall be incorporated into the written contract award which shall compose the complete understanding of the parties. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
 - a) Written modifications to the executed contract;
 - b) Written contract signed by the parties;
 - c) The RFP including any and all addenda; and
 - d) Contractor's written response submitted in response to the RFP as finalized.
8. **Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.
9. **Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of the City. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

If any part or all of the bid response is marked as being copyrighted, by submission of the bid response itself, the bidder provides the City full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the City to meet its obligations under the Kansas Open Records Act.

10. **Federal, State and Local Taxes Governmental Entity:** Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the RFP. The City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's prices.
11. **Debarment of City Contractors:** Any contractor who defaults on delivery as defined in this RFP may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Finance, after consultation with the contracting agency and the City Attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Director, after consultation with the contracting agency and the City Attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the City Attorney, remain in effect until after the trial of the suspended person.
12. **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.
13. **Conflicting Provisions:** Any and all conditions, provisions, or terms in the Agreement which conflict with, or modify a condition, provision or term of the City of Pittsburg's Bid Specifications or Bid Form shall be null and void and of no effect; it being the express intent of the parties that the conditions, provisions, and terms of said Bid Specifications and Bid Form take precedence over and control any conflicting language in the Agreement.
14. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days

prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

15. **Vendor's bid response:** Sealed securely in an envelope or other container, shall be received promptly at **4:00 p.m., local Pittsburg, Kansas time, on November 29th, 2016**, addressed as follows:

City of Pittsburg, Kansas
Procurement and Contracts
Proposal #2017-018 – Design/Build Services for Trickling Filter Renovation
Closing: November 29th, 2016
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned responses are not acceptable.

Responses received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a bid response or for the rejection of a bid response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Response will be retained unopened in the file and not receive consideration, or will be returned at bidder's expense.

16. **Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the vendor to the Procurement Officer at Procurement and Contracts prior to the closing time.
17. **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract. Procurement and Contracts shall issue either a purchase order or a written contract or both to the successful bidder.

F. Term of Contract: Proposals shall be received at **4:00 p.m., local Pittsburg, Kansas time, on November 29th, 2016**, in the office of the City Clerk located at 201 West 4th Street, Pittsburg, Kansas 66762. Anticipated Award of Contract is December 13th, 2016 by the Pittsburg City Commission. Target Projection Completion is October 31st, 2017. Further details regarding notable dates are listed with Section 12: Process Schedule of this document.

G. Payments: Contractors invoicing shall be accompanied by an approved Schedule & Values, executed prior to the Notice to Proceed. See Section 8: Contractual Terms & Conditions of this document, for further information.

H. Contractual Terms & Conditions:

1. **Terms of Contract:** The term of this contract is from the date of award and contract execution through final payment to the contractor.
2. **Inspection:** The City reserves the right to reject, on arrival at destination, any items which do not conform to specifications of this RFP or the design memorandum.
3. **Termination for Cause:** The Director of Finance may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - a. the Contractor fails to make delivery of goods or services as specified in this contract;
or
 - b. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Finance shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as City may authorize in writing), the Director of Finance shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

4. **Termination for Convenience:** The Director of Finance may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Finance shall determine that the termination is in the best interest of the City. In the event that the Director of Finance elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
5. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Jared Peterson
City of Pittsburg, Kansas
Procurement and Contracts
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

Or to any other persons or addresses as may be designated by notice from one party to the other.

6. **Rights and Remedies:** If this contract is terminated, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of federal matching funds.

The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract may result in termination of this contract and/or damages.

11. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the City.

12. **Confidentiality:** The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.

13. **Reviews and Hearings:** The Contractor agrees to advise the Director of Finance of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Finance. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

14. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.
15. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
16. **Hold Harmless:** The Contractor shall indemnify the City against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

17. **Care of City Property:** The Contractor shall be responsible for the proper care and custody of any City-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.
18. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.
19. **Retention of Records:** Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be at no cost to the City.

Federal, State and Local Taxes Contractor: The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

20. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the City, the Contractor assigns to the City all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the City pursuant to this contract.
21. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Director of Finance. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
22. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the City.
23. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
24. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
25. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
26. **Governing Law:** This contract shall be governed by the laws of the City and shall be deemed executed at Pittsburg, Crawford County, Kansas.

27. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the City, District Court of Crawford County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.
28. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
29. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
30. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.
31. **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
32. **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

33. **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

34. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

35. **Payment Terms:** Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the City. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the City. The date the payment is made by the City is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

36. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using Department in duplicate and shall state the following:

- a. date of invoice;
- b. date of shipment (or completion of work);
- c. purchase order number and contract number;
- d. itemization of all applicable charges;
- e. retainage of 10%; and
- f. net amount due.

37. **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The City reserves the right to destroy all proposals if the RFP is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

38. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

39. **Cash Basis Law:** The monthly installment payments to be paid by the Purchaser to the Contractor can only be made from funds budgeted and appropriated for that purpose during the Purchaser's current budget year or from funds made available from any lawfully operated revenue source. In the event sufficient funds are not available and Purchaser is in default, the Agreement shall be terminated with Purchaser having no further liability therein.

40. **Insurance:** The Contractor shall present an affidavit of Worker's Compensation, Public Liability and Property Damage Insurance to Procurement and Contracts.

41. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

42. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

43. **Default of Delivery:** Any contractor who defaults on delivery as defined in this Contract may, be barred from bidding on any subsequent bid event for a period to be determined.

44. **References:** References will be provided “upon request” and shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employee and the buying agency shall not be shown as references.
45. **Certification of Specifications Compliance:** By submission of a response and the signature affixed thereto, the bidder certifies all products and services proposed in the RFP meet or exceed all requirements of this specification as set forth in the RFP.
46. **Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful bidder and the City. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
47. **State Tax:** The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas.
48. **Performance, Payment, and Other Bonds:**
- a. Contractor shall furnish performance and payment bonds, each in the amount at least equal to the contract price as security for the faithful performance and payment of all contractor’s obligations under the contract documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the contract documents.
 - b. All bonds shall be in the form prescribed by the contract documents except as provided by laws or regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act. The contractor shall furnish a Statutory Bond which is a surety bond, running to the State, conditioned that the contractor, as principal, shall pay all indebtedness for labor, supplies, equipment and materials furnished in making the improvements called for by the contract documents.

- c. If the surety on any bond furnished by contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements of paragraph 5.01.B, contractor shall within 20 days thereafter substitute another bond and surety, both of which shall comply with the requirements of paragraph 5.01.B and 5.02.
- d. Upon notice of award and prior to execution of the contract, any successful bidder who is not a legal resident of the country in which the work is located shall appoint his agent in accordance with Section 16113, General Statutes of Kansas, 1949, as amended. The term of appointment of the process agent shall be for the full term of the surety bonds to be furnished by the contractor as a part of these contract documents.

I. Requirements For Proposal Preparation: Proposals shall be in bound form with the following formatted outline and required tabs to be included in the proposal document:

- 1. Statement of Project Understanding.
- 2. Organizational Chart/Communication Chain.
 - i. Contractor Firm Experience w/References
 - a) Key Personnel Resume
 - ii. Engineering Firm Experience w/References
 - a) Key Personnel Resume
 - iii. Subcontracting Firm Experience w/References (If applicable)
 - a) Key Personnel Resume
- 3. Design Memorandum/Project Approach.
- 4. Equipment Selection Submittals with associated costs.
- 5. Guaranteed Maximum Price
 - i. Schedule of Values per Equipment Selection
- 6. Project Overview Schedule

J. Evaluation And Award Process: Representatives from the City will review the qualification statements and perform interviews. The City will conduct interviews with a shortlist of firms selected by the City Staff. The interviews will involve key project staff from the primary firm and their sub-contractors and consultants. Team members should be prepared to discuss, among other things, their approach to maintaining the project schedule, communicating with clients, coordinating project responsibilities, and identifying project risks which require the attention of the DESIGN/BUILD team and the client. Each interview will be limited to one hour in which the DESIGN/BUILD team will make a presentation of their team's

experience and strengths, as well as clarification of design memorandum and equipment selections. The balance of the time will be devoted to questions, answers, and discussion. Authorization to proceed with the construction effort is dependent upon approval by the City of Pittsburg and the Kansas Department of Health and Environment. If the project does not proceed forward, reimbursement of costs will be made for the development of the design memorandum and GMP and any materials, calculations, designs and drawing shall become the property of the City of Pittsburg.

Key elements for finale consideration an award include but are not limited to:

- Design Memorandum Objective to Meet Intent
- Related Experience
- Ability to Meet Project Schedule
- Guaranteed Maximum Price

K. Process Schedule

<p>Invitation to Submit.....</p> <p><i>Invitations will be distributed electronically by the City of Pittsburg to selected DESIGN/BUILD CONTRACTORS.</i></p>	<p>November 1, 2016</p>
<p>On-Site Pre-Bid Conditions Review.....</p> <p><i>Held @ the WWTP 1920 S Olive. 1pm. Opportunity for the DESIGN/BUILD CONTRACTORS to visit site and review existing conditions.</i></p>	<p>November 17, 2016</p>
<p>Deadline for Questions.....</p> <p><i>No clarification questions will be accepted after this date so that an addendum or any clarifications, if required, may be prepared and distributed prior to submission.</i></p>	<p>November 22, 2016</p>
<p>Submission Deadline.....</p> <p><i>Submit (2) two copies of your Proposal Packet to the City Clerk by 4:00 p.m., Tuesday, November 29th, 2016. Please also submit one electronic version via flash-drive.</i></p>	<p>November 29, 2016</p>
<p>Interviews.....</p> <p><i>(Time and place TBD)</i></p>	<p>December 5, 2016</p>
<p>Recommendation to City Commission, Top Ranked Firm...</p>	<p>December 13, 2016</p>
<p>Notice to Award.....</p>	<p>December 14, 2016</p>

Notice to Proceed..... February 14, 2017
Facility Completion Target Date October 31, 2017

L. Points of Contact for Future Correspondence:

DESIGN/BUILD CONTRACTORS are asked to direct all questions regarding this RFP to:

Matt Bacon
Director of Public Utilities
City of Pittsburg, Kansas
Office Telephone No. (620) 240-5138
Cell Telephone No. (620) 249-4527
Email: matt.bacon@pittks.org

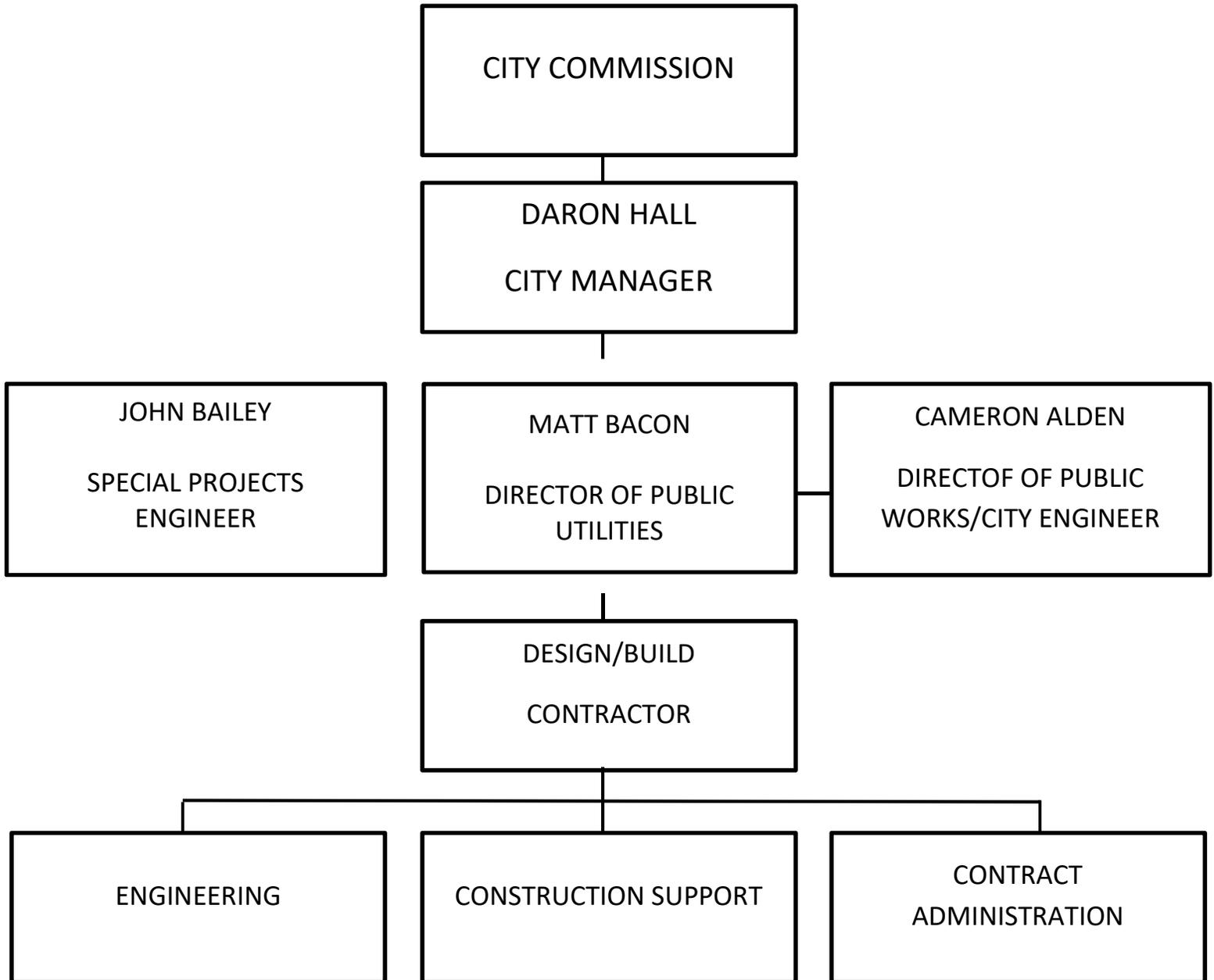
Based on the nature of the questions, the City may elect to issue an addendum and/or address concerns during On-Site Pre-Bid meeting for prospective DESIGN/BUILD CONTRACTORS.

An Execution Model, including an organizational flowchart, is attached for information purposes only. The approved process and associated equipment manufacturer(s) shall contract directly with the selected DESIGN/BUILD CONTRACTOR as depicted in the attached Execution Model. The intent is to require that all equipment supplied by the equipment manufacturer(s) be compatible, correctly sized for the application.

City of Pittsburg

ROTARY TRICKLING FILTER DISTRIBUTOR REPLACEMENT

Execution Model – Organizational Flowchart



TECHNICAL QUESTIONS TO BE ADDRESSED TO THE DIRECTOR OF PUBLIC UTILITIES.