

REQUEST FOR PROPOSAL TITLE	RELEASE DATE
Civic Auditorium Demolition	Wednesday, June 10, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
Wednesday, July 8, 2015, at 11:00 AM CST	Holly Hurt, Senior Buyer

On behalf of the City of Omaha's Parks, Recreation and Public Property Department, the Douglas County Purchasing Agent is issuing this Request for Proposal to solicit proposals from qualified contractors/consultants to submit proposals for the Demolition and salvage of the Civic Auditorium located at 1804 Capital Street, Omaha, Nebraska. The property is owned by the City of Omaha, Nebraska. The City plans to facilitate private re-development of the property following demolition and removal of the present structure.

Written questions are due no later than **4:00 p.m. CDST, 24th day, June, 2015**, and should be sent to the procurement contact, Holly Hurt, Senior Buyer at Holly.Hurt@douglascounty-ne.gov

Questions should be plainly labeled "Questions for Civic Auditorium Demolition". The response to questions or any other clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site www.douglascountypurchasing.org by approximately 29th day, June, **2015**.

NOTE SCHEDULE OF EVENTS IN RFP FOR ACTIVITY DATES AND TIMES.

Contractor should submit one (1) original, five (5) proposal copies, and two (2) electronic copies (CD or Flash, Drive, editable format) of their entire proposal. Proposals, including CD/flash drive, must be submitted and received in the Omaha City Clerk's Office by the proposal opening date and time. All attachments must be completed and returned with proposal

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in:

**Office of the Omaha Clerk
1819 Farnam Street, LC1
Omaha, Nebraska 68183**

by the date and time of the proposal opening indicated above. No late proposals will be accepted. No faxed or emailed proposals will be accepted.

2. Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP).
3. The Contractor's proposal **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with any other requirements as specified in the RFP in order to be considered for an award.
4. Proposals must be in a sealed envelope/container and marked "Civic Auditorium Demolition Proposal". Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**.
5. A proposal may not be altered after opening. The proposal must stay in effect throughout the term of the contract.

I. STANDARD CONDITIONS AND TERMS

SCOPE: These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

SPECIFICATIONS: Contractors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The City of Omaha (CITY), at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the CITY. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the CITY, are deemed to be rejected.

INSURANCE:

Unless otherwise specified, for CITY projects where the scope of work will be less than \$200,000, the following levels of insurance will be required: The successful Contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) commercial liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha as an additional insured for the term of the agreement.

Unless otherwise specified, for CITY projects where the scope of work will exceed \$200,000, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation (statutory); (2) commercial liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha as an additional insured.

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The CITY reserves the right to reject any or all proposals, wholly or in part, or to award to multiple Contractors in whole or in part. The CITY reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Contractor's competitive position. All awards will be made in a manner deemed in the best interest of the CITY.

PERFORMANCE AND DEFAULT: The CITY reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the CITY. Otherwise, in case of default of the contractor, the CITY may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NON-DISCRIMINATION: Contractor shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USCS 12101 et. seq. and Omaha Municipal Code 13-89, political or religious opinions, affiliations or national origin.

DRUG POLICY: Contractor certifies that contractor maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the CITY.

NEW EMPLOYEE WORK ELIGIBILITY STATUS (Neb. Rev. Stat. §4-108-114)

The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the contractor is an individual or sole proprietorship, the following applies:

1. The contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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II. SCOPE OF THE REQUEST FOR PROPOSAL

A. SCOPE

The Douglas County Purchasing Department, on behalf of the Parks, Recreation and Public Property Department (CITY) is interested in receiving proposals from qualified vendors for the Demolition and salvage of the Civic Auditorium located at 1804 Capital Street, Omaha, Nebraska. The property is owned by the City of Omaha, Nebraska. The City plans to facilitate private re-development of the property following demolition and removal of the present structure.

The Contractor will be responsible for all requirements and successful performance of this contract.

B. TERM

The agreement which results from this RFP will be a contract for a period depending on Phase I and Phase II completion dates as related to proposals received.

C. NON-EXCLUSIVE

Any agreements awarded shall be non-exclusive. The CITY reserves the right to enter into multiple agreements from this RFP.

D. INQUIRIES

Any explanation desired by a contractor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the procurement contact, Holly Hurt, Senior Buyer, no later than **4:00 p.m. CDST on 24th day, June, 2015** and clearly marked "Questions for Civic Auditorium Demolition.

Questions should be sent via email to Holly.Hurt@douglascounty-ne.gov.

The response to questions or clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site www.douglascountypurchasing.org

E PERFORMANCE BOND

The successful Contractor will be required to supply a performance bond in the amount of **one hundred percent (100%)** of the annual contract price, executed by a corporation authorized to contract as surety in Nebraska payable to the City of Omaha.

The bond will guarantee that the selected Contractor will enter into a contract with the CITY, and will insure the faithful performance of the contract. The Contractor will be required to submit the performance bond within twenty (20) calendar days after written notification of award. The Bond should be provided to the department prior to the initiation of any work or service.

Failure to comply shall be grounds for forfeiture of the check or bond. The amount of forfeiture will be determined by the agency based on loss to the CITY. The bond or certified check will be returned when the service has been completed.

F. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor(s) will be required to assume responsibility for all contractual services offered in this proposal whether or not the Contractor(s) perform them. Further, the CITY will consider the Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract.

G. TERMINATION

In addition to all other legal remedies available to the City, the City may cancel the Agreement should any one or more of the following events occur:

- If Contractor shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of Contractor and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Contractor's assets is appointed; or if Contractor shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.
- If Contractor shall fail to perform, keep and observe any of the terms, provisions, covenants and conditions contained herein to be performed, kept and observed by it.
- If Contractor shall fail to abide by any and all applicable laws, ordinances, rules and regulations of the United States, State of Nebraska, Douglas County, or the City.
- If Contractor fails to obtain any required insurance, performance bond or indemnity required herein or permit any such insurance, performance bond or indemnity to lapse or become void.
- If Contractor fails to maintain licenses, certifications, qualifications and permits as required by law.
- If Contractor fails to perform or fulfill any other obligation contained in the contract award.

Failure of City to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until City calls a formal default and demands remedy.

H. SCHEDULE OF EVENTS

The CITY expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	Wednesday, June 10, 2015
2.	Deadline to submit written questions	Wednesday, June 24, 2015 4:00 p.m. CDST
3.	Response to written questions posted on website	Wednesday, June 29, 2015
4.	Deadline for submitting proposal to City Clerk	Wednesday, July 8, 2015 11:00 a.m. CDST
5.	Proposal Opening: Legislative Chambers LC-4 1819 Farnam Street Omaha, Nebraska 68183	Wednesday, July 8, 2015 11:00 a.m. CDST
6.	Evaluation Committee Review	Week of July 13, 2015
7.	Interviews for selected firms if necessary	Week of July 13, 2015
8.	Final recommended selection	Week of July 20, 2015
9.	Final approval by CITY	Week of July 20, 2015
10.	Tentative contract award date	Week of August 10, 2015

III. PROCUREMENT PROCEDURES

A. GENERAL INFORMATION

The Request for Proposal (RFP) is designed to solicit proposals from qualified contractors/consultants who will be responsible for the project.

Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

CITY reserves the right to reject all proposals, and, at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of CITY, revisions or amendments will require substantive changes in proposals, the due date may be extended.

B. COMMUNICATION WITH STAFF

From the date the RFP is issued until a contract is executed, communication regarding this project between potential consultants and individuals employed by the City of Omaha is prohibited. Only written communication with the procurement contact, as listed on page one of this Request for Proposal, is permitted.

Once a determination is announced regarding the selection of a consultant, the consultant will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a consultant's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Contacts made pursuant to any pre-existing contracts or obligations;
2. City staff and/or consultant staff present at a Pre-Proposal Conference, if scheduled, when recognized by City as staff facilitating the meeting for the purpose of addressing questions; and,
3. Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City of Omaha.

C. PROPRIETARY INFORMATION

All information and data contained in the proposal becomes the property of the CITY and becomes public information upon opening the proposal.

If the Contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's Public Record statutes. (Neb. Rev. Stat. §§ 84-712 through 84-712.09)

All proprietary information the contractor wishes the CITY to withhold from the public must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.

Contractors may not mark their entire RFP as proprietary. Contractor's cost proposals may not be marked as proprietary information. Failure of the Contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other contractors and the public.

D. REFERENCE CHECKS

CITY reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

IV. SCOPE OF WORK

Demolition of the Civic Auditorium is to be proposed in two (2) phases. Phase I will be the salvage of all remaining equipment, fixtures and building materials that can reasonably be salvaged prior to building demolition. In the RFP, contractors are asked to submit an estimate of the salvage value of items remaining in the Auditorium which can be removed prior to the demolition phase. Contractors will then be asked to propose a bid price for the removal of these pre-demo salvage items and what percentage of net salvage value of those items will be returned to the City.

Phase II of the project will be the demolition phase of all buildings/structures of the Civic Auditorium and allow contractors to remove any remaining equipment, fixtures and building materials that can reasonably be salvaged during this phase that were not removed in Phase I. It is anticipated that all copper, roof materials, HVAC equipment, etc. will be removed during Phase I it is understood that those items that cannot be removed without demolition of the structure and will be available for salvage in Phase II. Contractors bidding phase II will be asked to propose a bid price for the demolition of the Civic Auditorium and shall retain the net salvage value of items salvaged during this phase of the project. **Contractors must bid on both Phase I and Phase II.**

Phase I - Salvage Removal Prior To Demolition:

Phase I scope shall include, but not limited to:

- Salvage all remaining equipment, fixtures and building materials that can reasonably be salvaged prior to building demolition;
- Implementation of required environmental abatement practices in notification, removal and salvage items. Prior to the removal or salvage of any items all environmental removal confirmation documentation is to be submitted to the City and clearance obtained; and
- Parking Garage shall be protected from damage and remain operation during Phase I.

The Contractor is responsible for salvage of all building materials, fixtures, and equipment and the sale or other disposal of salvaged items that are obtained prior to demolition of the building. Examples of salvage materials may include, but are not limited to, copper, roof materials, HVAC equipment, chillers, generators, and kitchen equipment. In preparing the response to this Request for Proposals, the bidder should estimate the value of revenues from sale of salvage. Contractors shall include in their proposal a percentage of the Phase I salvage revenue they realize that they will return to the City.

Phase II – Demolition and Salvage:

Phase II scope shall include, but not limited to:

- Demolition of all buildings/structures of the Civic Auditorium;
- Salvage all remaining equipment, fixtures and building materials that can reasonably be salvaged to building during demolition;
- Implementation of required environmental abatement practices in notification, removal and

- disposal of all asbestos and other environmental materials from the buildings;
- Removal from the site and disposal of all construction debris including masonry;
- Demolition of all building foundations, footers and building slabs;
- Provision of all necessary erosion and sediment control measures including Storm Water Pollution Prevention Plan (SWPPP) preparation and compliance monitoring as required by permitting authorities. Final site shall be fully vegetated and temporary BMPs removed;
- Crushing of masonry on-site;
- Grading grounds as depicted on Exhibit A (draft) attached hereto. Generally, all grades shall tie into existing elevations at the property extents. Site shall maintain positive drainage so that there is no standing water;
- Implementing security for the buildings and grounds during the contract work; and
- Parking Garage shall be protected from damage and remain operational during Phase II.

The Contractor is responsible for salvage of all building materials, fixtures, and equipment and the sale or other disposal of salvaged items obtained during the demolition phase. Examples of salvage materials may include, but are not limited to, copper, roof materials, HVAC equipment, chillers, generators, and kitchen equipment. In preparing the response to this Request for Proposals, the bidder should estimate the value of revenues from sale of salvage and subtract that amount from the cost of demolition to yield a net cost of the demolition project to the City.

PROPERTY SECURITY:

The contractor shall be responsible for maintaining security for the building campus to prevent theft of building materials, fixtures and any other salvageable materials and to assure safety. This may include erecting an eight (8) foot fence around the perimeter of the property.

PRECONDITION SURVEY

A precondition survey shall be performed on adjacent structures to document any damage associated with demolition operations. At a minimum, survey shall document current design, condition and any evidence of distress. Contractor shall submit precondition survey plan to the City prior to demolition for comment. Following approved survey plan, photo documentation, video and inspection reports shall be provided to the City pre- and post- demolition.

EXCAVATION SAFETY:

Contractor shall provide excavation plan to the City for comment. All permanent and temporary excavation slopes shall conform to OSHA standards. Shoring walls and slopes requiring design shall be performed by a licensed Engineer registered in the State of Nebraska. Any design shall be submitted to the City no less than three weeks prior to construction activities for comment.

UTILITIES:

The City will shut off all water, gas and electricity to the site as able. The contractor shall submit a utility plan prior to commencement of work which shall address the capping of utilities at a

location outside of the property boundary, protection, removal and relocation of all utilities. Contractor will be responsible for all temporary power, lighting, water or any other utilities.

All utilities above or below ground are to be removed or relocated from the project site. Any utility to be relocated shall be reinstalled in accordance with the City of Omaha's Standard Specifications. City shall inspect all new construction and receive as-built drawings prior to project close-out.

In addition, one combined as-built of all known public and private utility locations within 50 feet of project limits shall be provided at the completion of the project.

REMOVAL OF MATERIALS AND BACKFILL:

The contractor shall remove concrete slabs, existing utilities, footings, foundations, basements, and utility tunnels and backfill these areas. Except where noted otherwise, the contractor shall maintain possession of materials and debris being demolished and immediately remove from site.

Deep foundations- pile caps are to be included in the building demolition. Pile cap shall be removed such that minimal damage to the underlying pile occurs. If applicable, upon removal of the pile cap, the top of the pile shall be level with a maximum variation of +/- 1 inch. Contractor shall coordinate with the City identified surveyor to locate each pile and determine elevation, diameter/pile size. Coordinates, elevations and diameter/dimensions shall be provided to the city and recorded upon completion of demolition.

During demolition operations, a minimum of five piles shall be exposed and left for a period of no less than two weeks in order to perform destructive and/or non-destructive testing. Testing may include concrete coring, low strain dynamic testing and/or PDA testing. Equipment required for testing shall be provided by the City.

Upon completion of demolition and testing, backfill shall be placed above the pile to final preliminary grade. If rebar is present the contractor shall protect the rebar with a CMP and backfill with CMP with sand.

An estimated 14,000 cubic yards of structural fill will be required. An exact amount shall be provided by civil engineers calculations to be supplied by city.

Backfill material- Fill shall match existing site perimeter elevations. Fill type to be clean low plasticity clay fill or as identified in the attached specifications. Low plasticity clay fill is defined as material exhibiting a liquid limit less than 45 and a plasticity index less than 25. Fill shall be compacted to 95% of standard proctor at +/- 3% optimum moisture. A minimum of one compaction test shall be performed for every 5,000 square feet of 9-inch compacted material.

Contractor to coordinate testing of fill placement with the City's assigned geotechnical firm.

REMOVAL OF UNDERGROUND TANKS:

The contractor shall remove and dispose of all underground storage tanks and shall be responsible for obtaining any and all required City, Federal or State permits prior to any work performed. All permits are obtained at the contractor's expense.

ENVIRONMENTAL REMEDIATION:

The contractor shall be responsible for removing and disposing of all materials identified as

hazardous materials, including asbestos, mercury, lead and other materials. Removal and disposal shall be handled in a manner to comply with all federal, state and local hazardous materials laws and guidelines.

The Contractor shall engage an Environmental Firm. The Environmental Firm shall provide an environmental survey and identify known locations and quantities of hazardous materials. Demolition contractor is responsible for its removal. Upon completion of work the contractor shall provide notification to the City to complete final inspections and issue final clearance.

Upon completion of phase I contractor's work, associated completed environmental remediation will be identified and Phase II contractor's remediation scope of work may be adjusted accordingly. The bid price should reflect contractor's associated costs of consultation with an Environmental Firm and the environmental remediation, not to exceed \$80,000.

REMOVAL OF CONSTRUCTION DEBRIS FROM SITE:

The contractor shall remove from the site and dispose appropriately of all construction debris other than the masonry building materials to be crushed on site and salvage materials and items. Construction debris includes, but is not limited to, drywall, floor substances, ceiling tile, wall studs, floor joists, roof rafters and other non-masonry materials. All disposals shall satisfy all applicable federal state and local laws that govern such disposal.

The removal of the crushed masonry from the site will be completed and/or paid for by the City of Omaha. Contractor shall coordinate said removal with the City.

V. CONDITIONS OF WORK

WORK TIMES:

Work times are from 7:00 a.m. to 7:00 p.m. Monday through Sunday unless otherwise approved by the City.

ENCROACHMENT ON OTHER PROPERTIES:

The contractor will avoid any encroachment on neighboring properties. The contractor is solely responsible for any damages to adjoining properties or improvements caused by operations, including damage or loss to adjoining property owners or tenants, whether to buildings, property, etc. Specifically, the parking garage adjacent to the Civic Auditorium must be protected and not damaged or structurally compromised in any way during salvage or demolition.

Limits of demolition are indicated on the enclosed site preparation plans.

COMPLIANCE WITH LAWS AND LOCAL CODES:

All work done in the demolition and removal of any structure(s) shall be done in compliance with the Omaha Municipal Code as of this date and as hereinafter amended, as well as any state or federal laws that may be relevant to these specifications.

EXPLOSIVES:

No explosives shall be allowed without first obtaining a demolition and blasting permit through the City of Omaha Department of Planning and Inspections Omaha and the Omaha Fire Department and complying with all applicable laws.

DUST CONTROL:

Water sprinkling and/or other measures should be taken to limit the amount of dust and dirt rising and scattering in the air.

BURNING:

Burning on-site is not permitted.

VI. CONTRACTOR REQUIREMENTS BEFORE ANY WORK MAY BE STARTED

Prior to beginning work the Contractor shall complete all contract documents including a Contract for Services, Indemnification Performance and Payment Bonds, Permits and Certificate of Insurance (naming the City as additionally insured.)

INDEMNIFICATION:

Contractor covenants and agrees to indemnify and hold harmless the City, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by Contractor or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of Contractor at, in or on the Facilities, in connection with its use of the Facilities or in fulfilling its duties, responsibilities and obligations pursuant to the Agreement and Contractor further agrees to pay all expenses in defending against any claims made against the City; provided, however, that Contractor shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. Contractor and the City shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

PERMITS:

Contractor shall be responsible for obtaining any and all required City, Federal or State permits at its own expense.

VII. CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

LEGAL STRUCTURE OF CONTRACTOR:

Identify firm's structure and any other consultants or subcontractors proposed as part of your team.

EXPERIENCE OF CONTRACTOR:

Contractor shall describe the experience of the key principals involved in the proposed project. Include experience with projects of comparable size and complexity, and prior experience bringing similar projects to completion on budget and on schedule. Provide references for each project listed here (maximum of 5 each).

KEY PERSONNEL AND MANAGEMENT:

Identify any known conflicts of interest or other disabilities that may impact the City's consideration of the proposal, including identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project.

PROPOSED PROJECT SCHEDULE:

Contractor shall specify the length of time to undertake the project from Notice to Proceed from the City to completion of the project. Be specific as to any proposed phasing of the project. Note any factors that will affect the ability of the firm or consortium of firms to meet the project schedule and specify any actions by the City that would enable the firm or consortium of firms to expedite the project schedule.

LIQUIDATED DAMAGES

Failure to complete work within the agreed upon timetable will result in liquidated damages of \$2,500 per day.

VIII. SELECTION CRITERIA

When determining whether a Contractor is responsible, or when evaluating a bid, the following factors may be considered, any one of which will suffice to determine whether a Contractor is responsible or the bid is the most advantageous to the City:

- The ability, capacity and skill of the Contractor to perform contract or provide services required.
- Whether the Contractor can perform the contract within the specifications.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the Contractor's failure to perform satisfactorily or complete any contract. The City's termination for default of a previous contract with a Contractor shall be deemed to be such a failure.
- The previous and existing compliance by the Contractor with laws relating to the contract or services.
- Evidence of collusion with any other Contractor, in which case colluding Contractor will be restricted from submitting further bids or bids on the subject project or future tenders.
- The Contractor is not qualified for the work or to the full extent of specifications.
- There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work proposed.
- The Contractor failed to settle bills for labor or materials on past or current public or private contracts.
- The Contractor has been convicted of a crime arising from a previous public or private contract, excepting convictions that have been pardoned, expunged, or annulled.
- The Contractor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Contractor's shall affirmatively disclose to the City all such convictions, especially of management personnel or the Contractor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- More likely than not, the Contractor will be unable, financially or otherwise, to perform the work.
- At the time of bid opening, the Contractor is not authorized to do business in Nebraska, or otherwise lacks a necessary license, registration or permit.
- Other information as may be secured having a bearing on the decision to award the contract.

IX. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

Price will be considered but will not be the sole determining factor in the selection process. Selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal.

The City may, at its option, conduct interviews with Contractors. Once the City has selected Contractor(s), negotiations shall then be conducted with each of the Contractors so selected.

After negotiations have been conducted with each Contractor so selected, the City shall select the Contractor which, in its opinion, has made the best proposal, and shall award the contract to that Contractor. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Contractor. Should the City determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor.

City shall endeavor to award the contract within approximately ninety (90) days from receipt of proposals.

REJECTION OF PROPOSALS

City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections or additions to the information contained herein. Contractors are cautioned this is a Request for Proposal, NOT a request to contract.

COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Contractors in preparing or submitting proposals are the Contractor's sole responsibility; the City will not reimburse any Contractor for any costs incurred as a result of the preparation of this Request for Proposal.