



## **SUBMITTAL REQUIREMENTS AND FORMAT**

Submittals must include a submittal letter and supporting data, including the following list of items. Submittals are prepared at the firm's expense and, upon submission, become the property of Boulder Housing Partners ("BHP") and therefore become a matter of public record once the successful firm has been chosen and the contract awarded.

This project is funded through a State of Colorado grant program administered by the Colorado Energy Office (CEO) and supported by the U.S. Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program. As a subrecipient of these funds, Boulder Housing Partners (BHP) requires all proposers, subcontractors, suppliers, materials, labor, pricing, and project documentation to comply with all applicable federal, state, and local requirements, including EPA General Terms and Conditions, 2 CFR Part 200, 2 CFR Part 1500, 40 CFR Part 33, the Davis-Bacon Act, the Build America, Buy America Act (BABA), Clean Air Act Section 137, and all applicable grant flow-down requirements. By submitting a proposal, the proposer certifies its ability and intent to comply with these requirements throughout the duration of the project.

### **TO BE INCLUDED IN THE SUBMISSION:**

**1. Cover Letter**

Cover letter of no more than one page that includes a written summary of why your firm would provide excellent service to BHP. This cover letter should include the owner's name, company name, address, phone number, fax number, email address, and acknowledgment that the proposer understands and will comply with all applicable EPA federal grant requirements.

**2. Licensing and Qualifications**

Type of work contractor is licensed to perform any other specialization of the firm. Include copies of all applicable licenses, registrations, and certifications required to perform the work.

**3. Technical and Federal Compliance Submittals**

The proposal shall include the following:

- Technical Proposal
- Detailed Cost Proposal
- Project Schedule
- Proposed staffing and subcontractor list
- DBE/MBE/WBE Participation Plan and Good Faith Efforts documentation, if applicable



- Build America, Buy America (BABA) Certification
- Davis-Bacon Act compliance acknowledgment and prevailing wage certification
- Clean Air Act Section 137 Certification
- Proof of active SAM.gov registration and Unique Entity Identifier (UEI)
- Certification Regarding Debarment and Suspension
- Signed Conflict of Interest Disclosure Form
- Bonding capacity letter from surety
- Any additional certifications or documentation required under EPA federal grant requirements

**4. Insurance Requirements**

Proof of General Liability Insurance, Workers Compensation Insurance, Automobile Liability Insurance, Pollution Liability Insurance, and any other applicable coverage required under federal or state law. Insurance coverage must meet applicable EPA federal grant and contract requirements. If awarded a contract, Boulder Housing Partners must be listed as Certificate Holder and Additional Insured.

**5. Relevant Experience**

List and description of projects or work in which the firm has participated during the past three years. Please clearly identify projects completed within the City of Boulder, for BHP, for governmental entities, occupied residential facilities, or projects funded in whole or in part by federal grants.

**6. Organizational Information**

Organizational chart, list or description of principals, project managers, key personnel, subcontractors, and individuals responsible for the work.

**7. References**

Three references for whom the firm has performed related work within the last three years. Include organization name, contact person, phone number, email address, project description, and project completion date.

**8. Business Certifications**

Please indicate whether your firm is certified as a Minority-Owned Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), or Section 3 Business Enterprise, and include supporting documentation if applicable.



#### 9. **PERA Disclosure**

If you are a PERA retiree, please include this information in your proposal.

#### 10. **Acknowledgment of Federal Requirements**

Include a statement acknowledging that the proposer has reviewed the federal requirements applicable to this EPA-funded project and that all submitted pricing, labor rates, materials, subcontractor costs, certifications, and project execution plans incorporate and comply with applicable federal requirements, including Davis-Bacon prevailing wages and Build America, Buy America (BABA) requirements.

Boulder Housing Partners does business in accordance with the Federal Fair Housing Law (the Fair Housing Amendments Act of 1988). BHP shall not discriminate against or in favor of any bidder on the basis of race, religion, sex, sexual orientation, gender identity, age, national origin, disability, veteran status, or political affiliation.

#### **BHP RESERVATION OF RIGHTS:**

1. BHP reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by BHP to be in its best interests.
2. BHP reserves the right not to award a contract pursuant to this RFP.
3. BHP reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful bidder.
4. BHP reserves the right to inspect work at any time during the ongoing work.
5. BHP reserves the right to determine the days, hours and locations that the successful bidder shall provide the services called for in this RFP.
6. BHP reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals.
7. BHP reserves the right to negotiate the fees proposed by the bidder.
8. BHP reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
9. BHP shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
10. BHP shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.
11. After the execution of a contract, the GC shall remain responsible for all costs, damages, delays, penalties, or disallowed expenditures resulting from the Contractor's failure to comply with applicable federal requirements.