

Date: 1/1/2020 – 12/31/2024

Denver Water Security Restricted Capital Projects Contractor Prequalification

REQUEST FOR QUALIFICATIONS (RFQ)

Denver Water (DW) Security has initiated a security prequalification process for Contractors and Consulting firms (Contractors) to access DW's "restricted" project sites when bidding on or completing a DW capital project. All Contractors that will be accessing DW's restricted project sites, and desiring to propose on DW's restricted Capital Projects, must submit to be prequalified and if approved, will then be placed on the Security Prequalified Contractor List (SPCL). The term "Restricted" includes Capital Projects identified by DW as "Restricted" or "Highly Restricted". This Request for Qualifications (RFQ) outlines the requirements to be placed on the SPCL.

Note: If your company has previously submitted and is currently on the SPCL, please see Section 1.4 Renewal for instructions. If this is the first time submitting, DW has made this process more efficient and time to complete these requirements and it is estimated to take approximately 1 to 2 hours to submit. This RFQ is associated with security and access for DW's restricted capital projects which is separate from DW's Prequalified Contractor List (PCL). Details for the PCL along the associated RFP can be found at the same DW website location as this.

SECTION 1: INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION

This prequalification process consists of the following:

- DW categorizes Capital Projects based on where the work is being performed as either "restricted" or non-restricted. Restricted sites include projects at our water treatment facilities, dams, hydropower facilities, specific pump stations, and other critical infrastructure.
- DW requires Contractor's to submit this RFP for approval which ensures Contractor's will comply with DW's security requirements to access and bid on "restricted" projects.
- This process requires a Contractor to agree to intermittent audits of its security program by DW personnel, as well as sign a NDA and personnel screening affidavit; attesting to its intent to comply with certain security related items if awarded a project.
- The responses to the RFQ will be evaluated, and if a Contractor is approved by DW, the Contractor will be prequalified and placed on the SPCL for a period of four years, beginning on September 30, 2020.
- The prequalification process will remain open and Contractors/subcontractors may submit this RFQ at any time during the four-year period. If approved they will be placed on the SPCL for the balance of the four-year period ending January 1, 2025.
- DW solicits interested Contractors from the Prequalified Contractor list (PCL) to bid on upcoming capital projects described on the DW Website; and for "restricted" projects, Contractors must also be on the SPCL. The number of Contractors invited to bid will vary between two and six depending on the project's security classification level. Following a Notice of Award to the successful Contractor for a specific project, the security requirements generally described in this RFQ will be administered by DW's Security Personnel and the Contractor.
- Intermittent audits will be completed by DW's Security Personnel to ensure compliance with the security procedures/requirements. Failure to comply and/or unsatisfactory audit results may result in suspension from bidding future work or other consequences at DW's discretion.

DW will continue to add Contractors to this list as they submit their qualifications and become approved. The

DW SPCL is posted at:

<https://www.denverwater.org/sites/default/files/2017-05/security-prequalification-contractor-list.pdf>

1.2 REQUESTS FOR INFORMATION

This RFQ contains the instructions governing how your qualifications are to be submitted, the material to be included therein, and the mandatory requirements which must be met to be approved for the SPCL.

Any requests for clarification or additional information regarding submission of this RFQ shall be submitted via email to **Amy Guire** at amy.guire@denverwater.org.

1.3 SUBMISSION

Contractors must submit:

- One electronic copy through email of the RFQ provided as a .pdf.

The submissions must be emailed to Amy Guire at amy.guire@denverwater.org.

Submissions must be in the format noted in Section 3.3. Information must be legible. Corrections and erasures must be initialed.

DW reserves the right to disqualify any response submitted incorrectly. Submittal Instructions:

1. Submissions must be emailed to **Amy Guire** at amy.guire@denverwater.org and in the subject line titled: SPCL - (Firms Name) Security Prequalification Submission.
2. The submission must contain the signature of a duly authorized officer or agent of the Contractor's company empowered with the right to contractually bind the Contractor.
3. Submissions become the property of DW upon receipt of. The content of submissions will be kept on file for future use if applicable.
4. Submissions may be withdrawn, or the Contractor may request their company be removed from the SPCL at any time.

1.4 RENEWAL

In January of 2020 Denver Water will send an email to all organizations listed on the current SPCL. The email will be sent to the contact listed in the organization's initial submittal. The email will request all organizations to review their prior submission for any changes that may affect the status of the submission, then resubmit the information per the details listed below. All organizations shall complete a new NDA and resubmit, even if there are no other changes to be made regarding the other items.

The company will need to review and then update the following information if applicable:

- Is the contact information and individuals still current for the organization? If not please resubmit the information, and more than one individual may be added. Is the officer listed on the "INTERMITTENT AUDIT CONSENT AFFIDAVIT still working for the company and in the same capacity? If not, please resubmit the INTERMITTENT AUDIT CONSENT AFFIDAVIT detailed in Section 3.
- Is the officer listed on the "PERSONNEL SCREENING EXPECTATIONS AFFIDAVIT still working for the company and in the same capacity? If not, please resubmit the PERSONNEL SCREENING EXPECTATIONS AFFIDAVIT detailed in Section 3.
- Sign and submit the **NDA (All Organizations are required to complete during every renewal)**

All updates and the NDA shall be sent to **Amy Guire** at amy.guire@denverwater.org . Please note any updates for each item in the reply.

All replies must be in by March 28, 2020 and will be extended through 12/31/2024.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.1 OBJECTIVE

This RFQ enables DW to obtain necessary documents from Contractors and ensure security procedures will be adhered to for DW restricted projects. The RFQ is not a contractual offer, or a commitment that if approved and listed on the SPCL, the Contractor may be invited to bid on upcoming projects.

2.2 BINDING

Contractors are advised that submissions shall be binding. A Contractor may withdraw or modify their submission any time prior to acceptance or denial, signed in the same manner and by the same person who signed the submission.

2.3 NOTIFICATION

If approved for prequalification, DW will list your company's name on the SPCL at DW's website <https://www.denverwater.org/sites/default/files/2017-05/security-prequalification-contractor-list.pdf> within twelve business days of receipt of the RFQ.

2.4 RIGHT TO REJECT SUBMISSIONS AND NEGOTIATION

DW reserves the right to reject any and all submissions, and to waive any informalities or defects in the submissions received, to accept or reject any or all of the items in the submission, if it is in DW's best interest.

2.5 CONFIDENTIALITY

Contractors acknowledge that DW may be required to disclose any or all of the documents submitted with a response, pursuant to the Colorado Open Records Act, C.R.S 24-72-200.1, et seq. Under C.R.S § 24-72-204(3)(a)(IV), DW may deny inspection of any confidential commercial information furnished to DW by an outside party. Therefore, the Contractor must clearly designate any documents submitted with its response that the Contractor deems proprietary or confidential, to aid DW in determining what should be disclosed in the event of a request for documents under the Colorado Open Records Act. RFQs submitted and terms and conditions specified in each Contractor's response shall remain the property of DW.

SECTION 3: RFQ CONTENT AND REVIEW PROCESS

3.1 REQUIREMENTS

The following must be completed for each section of this RFQ.

3.2 FORMAT

All Sections: A page limit per section and an overall page limit of five pages (not including the cover page, any dividers with section labels NDA and affidavits) are set forth below. Each submission shall include the five sections titled below. The cover page shall include the following:

- Denver Water Security Prequalified Contractor List – RFQ
- Company’s Name
- Company’s Address
- Name of Duly Authorized Office or Agent, Phone Number and Email Address
- The date of submittal

Font Size: The font size for text pages shall be no smaller than 10 point.

RFQs that do not follow this format or are illegible will not be considered

3.3 CONTRACTOR QUALIFICATION SECTION DETAIL

Each Contractor’s qualification section shall include the following information:

Section 1 – Contractor General Information Form (1 page) Complete and return the attached Contractor General Information Form. Include the name and contact information for the individual that will be notified regarding the status of the SPCL proposal in this form, and in the body of the email when submitting.

Section 2 - Drug and Alcohol Policy (1 page)

Provide a description including the protocol of Contractor’s drug and alcohol screening program and the type and number of employees subject to Contractor’s drug screening protocol.

Section 3 –NDA

Sign and return the attached NDA, certifying the Contractor’s commitment to manage the use and distribution of confidential DW information, including but not limited to project bid documents, contract documents, or other information related to a secure project. Contractor acknowledges that any confidential information they receive as a DW restricted project approved Contractor will be bound to the restrictions of the NDA for all potential future work.

Section 4 – Affidavit to comply with Personnel Screening Procedures

Sign, notarize and return the attached Personnel Screening Expectations Affidavit form, certifying the Contractor’s commitment to complete employee background screening procedures (criminal history and/or credit check), including certified background checks as defined for specific DW projects. (Note that Contractors working on restricted projects will also be subject to DW access requirements and that certain locations may also require additional training requirements.)

Section 5 – Affidavit to comply with Security Program Audits

Sign, notarize and return the attached Intermittent Audit Consent and Affidavit form, certifying Contractor’s agreement to permit DW Personnel to intermittently visit Contractor facilities in order to conduct audits of records related to items 1-6 above as well as other security records associated with an awarded contract.

3.4 SPCL SELECTION PROCESS

Contractor’s submission and approval will be evaluated on the criteria listed below:

Criteria	
Executed NDA	YES/NO
Executed Personnel Screening Expectations Affidavit Form	YES/NO
Executed Intermittent Audit Consent and Affidavit Form	YES/NO
Drug and Alcohol Policy Description (Attached Copy of Policy)	YES/NO

3.5 PROCESS SCHEDULE

The selection and process schedule are tentatively set as follows:

RFQ Received	Open until December 31, 2024
Update SPCL (notification of approval)	Within twelve days of receipt of RFQ

Attachments:

CONTRACTOR'S GENERAL INFORMATION FORM

OFFICIAL COMPANY NAME: _____

- (A Corporation)
- (A Partnership)
- (An Individual)

BUSINESS ADDRESS: _____

If a corporation:

When incorporated and which state? _____

License to do work in Colorado? _____

President and/or two others (Colorado office) authorized Officers? _____

If a partnership:

Date of organization? _____

State whether partnership is general, limited or other association. _____

Security/Safety Contact Person's Name: _____

Security/Safety Contact Person's Telephone Number: _____

Security/Safety Contact Person's Email Address: _____

How many years has your organization been in business as a construction company under your present business name? _____

How many years has the construction company been in continuous operation doing this type of work?

How many projects over the last 5 years has the construction company performed on restricted access or secure projects? _____

Detail the Contractor's written security program if applicable. _____

Identify procedures or policies of the Contractor that ensure adequate security issues are preplanned to address restricted projects as they relate to, but may not be limited to: Project bid documents, Subcontractor and vendor bidding processes, Bidding document distribution and control, Contract Documents, and Project personnel: _____

NON-DISCLOSURE AGREEMENT

This is an Agreement between Proposer, identified below, and the City and County of Denver, acting by and through its Board of Water Commissioners ("Board").

1. The Board is the owner of certain confidential and/or security-sensitive information relating to its water system and components thereof ("Confidential Information"), which the Board represents is not subject to public inspection under C.R.S. § 24-72-201 *et. seq.*, and which the Board has taken and continues to take steps to protect as confidential and restricted.
2. The parties recognize that it may be necessary to exchange information, including but not limited to Confidential Information, between the Board and Proposer for the purpose of Proposer preparing a bid or proposal for any contract or agreement that results from the Restricted Capital Projects Contractor Prequalification and potentially for Proposer to perform the work required by the Contract. Proposer acknowledges that it may receive Confidential Information from a contractor working on behalf of the Board and that this Agreement also will apply to such Confidential Information.
3. The Confidential Information includes any Bidding Documents and Contract Documents, including but not limited to drawings, specifications, shop drawings, submittals, Operations & Maintenance (O&M) Manuals, photographs, electronic files, and studies, that the Board provides to Proposer before or during the term of the Contract, as well as any of the above items developed by Proposer for the Board during the term of the Contract. Any other information provided by either party shall be labeled as or identified as confidential in order to be protected under this Agreement.
4. The Board, in its sole discretion, may provide to Proposer the Confidential Information in the form of the Board's choosing.
5. If the Board provides or Proposer requests the Confidential Information in a format requiring particular software, it is understood that Proposer will secure at its sole cost any and all necessary software licenses, authorizations or other intellectual property rights for the transfer and use of the Confidential Information.
6. As part of this Agreement, the Board may permit Proposer to visit one or more Board facilities according to a schedule to be determined by the Board. Proposer is prohibited from taking any pictures or video or making any electronic recordings of any kind during its visit(s) to the Board's facilities without the prior approval of the Board's site or area supervisor. Proposer acknowledges that it may learn information about and receive documentation about the Board's facilities during the visit(s), and Proposer agrees that such information and documentation will be considered Confidential Information under this Agreement.

7. Proposer shall hold and use the Confidential Information only for the purposes of preparing a bid or proposal for the Contract, if Proposer so chooses, and for performing the work required by the Contract if selected as the successful proposer. Proposer shall limit disclosure of the Confidential Information to only its employees and subcontractors who have a need to know the Confidential Information. Proposer will not use or derive any direct or indirect benefit from any information provided by the Board, or from any part thereof, without the prior written consent of the Board; this prohibition will survive the termination of this Agreement. Proposer shall take reasonable steps to ensure that anyone to whom it provides the Confidential Information complies with the terms of this Agreement.
8. Proposer shall not be liable to the Board for disclosure of any information, including but not limited to Confidential Information, if the information:
 - a. Was in the public domain at the time it was disclosed, or
 - b. Becomes part of the public domain without breach of this Agreement, or
 - c. Is obtained by Proposer from a third party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation to the Board or other third party with respect to such information, or
 - d. Is disclosed with the prior written approval of the Board, or
 - e. Was independently developed by Proposer outside of the Contract, or
 - f. Is disclosed pursuant to the provisions of a court order or subpoena, provided that the Board has had an opportunity to object or intervene in the matter.
9. The provisions of this Agreement shall supersede the provisions of any inconsistent language that may be affixed to any information provided by the Board or Proposer, and the inconsistent provisions of any such language shall be without any force or effect during the term of this Agreement.
10. Confidential Information and any other information or materials provided by the Board to Proposer shall be returned to the Board, or to the Board's contractor that supplied the information, (1) at such time as it is no longer required for the purposes described in this Agreement or (2) upon request of the Board at any time. Additionally, upon request Proposer will provide an affidavit of destruction of any copies or extracts of the Confidential Information in whole or in part, or of other material or formats that contain the Confidential Information.
11. If Proposer loses or makes unauthorized disclosure of any of the Board's information protected by this Agreement, it shall notify the Board immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
12. The standard of care for protecting information exchanged under this Agreement will be at least that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own proprietary information, provided that degree of care is at least reasonable.
13. The party receiving Confidential Information under this Agreement shall not be liable for the inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of at least the same degree of care as the receiving party normally takes to protect its own proprietary information, provided that degree of care

is at least reasonable.

14. If either party receives a request by a third party, under the Colorado Open Records Act (C.R.S. § 24-72-201 et. seq.) or otherwise, to provide any information it has received pursuant to this Agreement, it shall treat all such information as confidential or otherwise protected from disclosure, unless it is permitted to be disclosed under this Agreement. In the event of such a request, the party that received the request shall notify the other party in writing as soon as reasonably possible. The Board shall not be liable for disclosure of any Confidential Information received from Proposer if such disclosure is required by the Colorado Open Records Act.
15. In providing any information under this Agreement, the Board makes no warranty or representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Board incur any liability or obligation whatsoever by reason of providing such information.
16. This Agreement contains the entire agreement relative to the protection of information to be exchanged between the Board and Proposer for the purposes described in this Agreement and supersedes all inconsistent prior or contemporaneous oral or written understandings and agreements regarding this issue. This Agreement shall not be modified or amended, except by an amendment executed by the Board and Proposer.
17. Nothing contained in this Agreement, by express grant, implication, estoppel or otherwise, shall create in Proposer any ownership, right, title, interest, or license in or to the documents, information, inventions, patents, technical data, computer software, or software documentation of the Board.
18. Notwithstanding that the Board and Proposer may exchange information for the purposes described in this Agreement, neither party waives any claim that the information it provides is privileged, proprietary, and/or confidential.
19. Nothing contained in this Agreement shall grant to Proposer the right to make commitments of any kind for or on behalf of the Board without the prior written consent of the Board.
20. Nothing contained in this Agreement shall be construed as restricting the Board's right to restrain use or dissemination of the Board's information in accordance with applicable federal, state, or local law or regulation, or at common law.
21. Nothing contained in this Agreement shall require Proposer to submit a bid or proposal to the Board for the Contract.
22. In the event the Board selects Proposer for the Contract, this Agreement shall remain in effect for the term of the Contract at a minimum and, additionally, for as long as the Proposer is in possession of the Board's information that is protected by this Agreement. In the event the Board does not select Proposer for the Contract, this Agreement shall remain in effect for as long as the Proposer is in possession of the

Board's information that is protected by this Agreement.

- 23. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado with venue for any legal action in the District Court for the City and County of Denver.

To be completed by Proposer:

Name of Proposer: _____
(Print name legibly)

By execution below, signer certifies that s/he is authorized to accept and bind Proposer to the terms of this Agreement.

By: _____ Date: _____

Title: _____

PERSONNEL SCREENING EXPECTATIONS AFFIDAVIT

(To be completed by any Applicant for Prequalification for DW Restricted and Highly Restricted Capital Projects)

Name of Contractor (printed): _____

As an officer and authorized representative of the above-named Contractor, I certify and agree as follows.

All of Contractor's employees working onsite for DW's Restricted and Highly Restricted Capital Projects will have been the subject of a background check no more than one year prior to the assignment and will have been determined by the Contractor to not pose a risk to persons or property. (Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five years, a criminal history checks from each state or country of residence.)

Signature: _____

Date: _____

Print Name: _____

Print Title: _____

The foregoing instrument was acknowledged before me by _____ (name) as
the _____ (title) of _____ (company).

On this _____ day of _____, _____.

My commission expires: _____

Witness my hand and official seal.

Notary Public

INTERMITTENT AUDIT CONSENT AFFIDAVIT

(To be completed by any Applicant for Prequalification for DW Restrictive and Highly Restrictive Capital Projects)

Name of Contractor (printed): _____

As an officer and authorized representative of the above-named Contractor, I certify and agree as follows.

1. DW Security Division personnel shall have access, during normal business hours and upon 48 hours' notice, to Contractor's facilities and records to audit Contractor compliance with the security requirements of DW for its Restrictive and Highly Restrictive Capital Projects. These records include but are not limited to those pertaining to employee background, drug and alcohol checks. The frequency of such audits is at the discretion of DW.

2. Contractor understands that its compliance with these requirements may be a factor in its eligibility for future work with DW.

Signature: _____

Date: _____

Print Name: _____

Print Title: _____

The foregoing instrument was acknowledged before me by _____ as _____ of _____
_____.

On this _____ day of _____, _____.

My commission expires: _____

Witness my hand and official seal.

Notary Public