

CITY OF WRAY, COLORADO



REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR WATERSLIDE
RESTORATION AT WRAY AQUATIC CENTER
RFP No. 117-2022

- I. INTRODUCTION
- II. BID RECIPIENT
- III. BACKGROUND
- IV. BIDDER'S ACKNOWLEDGEMENT
- V. BIDDER'S REPRESENTATIONS
- VI. BIDDER'S CERTIFICATION
- VII. BASIS OF BID
- VIII. SCOPE OF WORK
- IX. TIME OF COMPLETION AND PRELIMINARY SCHEDULE
- X. ATTACHMENTS TO THIS BID
- XI. BID SECURITY
- XII. SUBMISSION REQUIREMENTS
- XIII. CONTENTS OF PROPOSAL
- XIV. TERMS AND CONDITIONS
- XV. SELECTION CRITERIA
- XVI. REQUESTS FOR CLARIFICATION
- XVII. EXHIBITS

INTRODUCTION

The City of Wray, Colorado (City) is seeking proposals from qualified firms to restore two water slides originally installed in 2002, at the outdoor, Wray Aquatic Center. The property is located at 240 W. 6th Street, Wray, Colorado.

I. BID RECIPIENT

Submittals will be accepted no later than **12:00PM (local time), December 8, 2022**, to:

CITY OF WRAY
ATTN: JAMES DEPUE, CITY MANAGER
245 W 4TH STREET
P.O. BOX 35
WRAY, CO 80758
(or)
JDEPUE@CITYOFWRAY.ORG
970-332-4431

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. For additional details or to answer applicable questions, please contact City Manager, James DePue, at (970) 332-4431.

II. BACKGROUND

The outdoor, Wray Aquatic Center has one elevated tower with two waterslides. The facility includes one enclosed, green colored slide that is 175' in length. The facility also includes one, open top, yellow colored slide that is 220' in length. The tower and slides were originally constructed in 2002. The city is seeking proposals from qualified firms to complete all work necessary to restore and resurface the inside and outside of both water slides to provide reliable, efficient and safe waterslides prior to the season opening in May 2023.

III. BIDDER'S ACKNOWLEDGEMENT

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

IV. BIDDER'S REPRESENTATIONS

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following exhibits:

Exhibit A: Bid Submittal

- B. Bidder has visited the Site (s), conducted a thorough, alert visual examination of the Site, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site (s); information and observations obtained from visits to the Site (s); the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

V. BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

VI. BASIS OF BID

Bidder will complete the following Scope of Work in accordance with the Contractor Agreement:

- A. Contractor to provide all labor, materials and equipment to complete the project.
- B. Contractor is responsible for damage to any existing features, and shall be repaired in-kind by the contractor at their cost.
- C. Contractors are responsible for verifying all measurements and information prior to beginning work.
- D. The Contractor will furnish the city with a beginning date and ending date for the work to be completed.

- E. Contractor is responsible for jobsite cleanup and for hauling all debris created as a result of project to an acceptable disposal site. Disposal ticket shall be retained and forwarded to City.
- F. Contractor is responsible for acquiring required permits.
- G. Contractor is responsible for providing the owner with a copy of the final signed permits.

VII. SCOPE OF WORK

- H. The Wray Aquatic Center is an outdoor, seasonal public pool facility with two individual pools. The slide tower exits into the larger Lap Pool. The slide tower with two slides, one open and one enclosed, were installed in 2002, and are in need of restoration and resurfacing. The location for the two slides is 240 W 6th Street, Wray, Colorado.
- I. All proposals shall include, but not limited to, all materials, labor, plumbing parts, removal of fencing if needed, tax and shipping/freight for any supplies needed for slide restoration, testing of slides, as well as any costs associated with proper removal of any slide equipment.

The city requests a description of firm's experience as it relates to the project scope.

VIII. TIME OF COMPLETION AND PRELIMINARY SCHEDULE

- A. The Bidder will furnish the city with a beginning date and ending date for the project(s).
- B. The City will extend days for completion depending on weather conditions; the City Manager will have final determination on any extension of time. Bidder accepts the provisions that for any delay that does not constitute an excusable delay under Section 108.09, of the CDOT Green Book, which is necessary to substantially complete the project, the Owner will deduct a daily charge of \$300.00 per calendar day as liquidated damages from the Contract price.
- C. Preliminary Project Schedule is as follows:
 - November 16, 2022: First Publication of RFP Notice
 - By appointment : Meeting/Site Visit by appointment if needed
 - December 8, 2022: Proposals Due to the City of Wray by 2:00PM
 - December 13, 2022: Bids Reviewed by the Wray City Council and possible award
 - Spring 2023: Work May Begin (Subject to City Approval)
 - April, 2023: Project completion and final inspection.

IX. ATTACHMENTS TO THIS BID

- A. The following documents are submitted with and made a condition of this Bid:
 - a. **Exhibit A: Bid Submittal**

X. BID SECURITY

- A. A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond issued by a surety from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- B. The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- C. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- D. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

XI. SUBMISSION REQUIREMENTS

- A. Bidder must compete and submit the itemized bid submittal form (Exhibit A) of RPQ/RFP.
- B. Bidder must provide a certificate of liability and worker's compensation, with the City of Wray as additionally insured.
- C. Bidder must be a Colorado Certified Contractor. Provide certification and expiration date if applicable.
- D. For proposals that exceed \$50,000 the following requirements are applicable:
 - 1) Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, with additional cost to the Owner.
 - 2) Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price but, in any event, shall provide for the payment of all project costs in accordance with the Contract Documents, without additional cost to the Owner.
 - 3) Maintenance Bond will be so conditioned as to provide for the correction or replacement of any portion of the Work that proves defective in materials or workmanship for a period of one year following final acceptance of the project

and shall cover not only the material but also the costs of removal, correction, re-construction and any other costs incurred in the repair of defective portion of the Work.

XII. CONTENTS OF PROPOSAL

The bidders interested in this project shall submit one (1) PDF copy, and/or one (1) hard copy of the proposal package. The proposal package shall include, but not be limited to, the following:

1. Provide the name, address, and daytime telephone number for the individual authorized to enter into a contract/agreement with the City. Specify the name of the project supervisor if different.
2. Statement of Qualifications; include similarly completed projects and up to three references, including name and addresses, for which your company has completed similar work in the last two years.
3. Include a brief background information on your company, including the closest office location to the aforementioned property site for this project.
4. The team of people who would execute the work, with descriptions of the experiences and skill so each and his/her role in the consultants' firm and in the team. Key personnel to serve as the official point of contact for any contractual relationship.
5. Names, addresses, and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance.
6. For any subcontractors identified in the proposal, the City of Wray must know if work is being done outside of the consultant's firm. The City reserves the right to approve all subcontractors that were approved of during the RFP process. Denial of a subcontractor by the city will NOT absolve the consultant from completing the work for the contracted price.
7. A schedule for the work, including the range of start dates to which your firm is prepared to commit and anticipated completion dates. This schedule should work within the timeframes outlined within this RFQ/RP. Any conflict in the two should be explained.
8. Provide a completed itemized bid submittal form (Exhibit A) for the following:
 - a. Complete restoration of both waterslides.
 - b. Resurfacing/Painting of exterior and interior of both waterslides.
 - c. Cost of complete restoration of interior and exterior both waterslides.
 - d. Documentation and reporting
9. Provide a certificate of insurance to the City of Wray to prove that the contractor has liability coverage for not less than One Hundred Thousand Dollars (\$100,000) for property damage, Five Hundred Thousand (\$500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property, and an aggregate of One Million Dollars (\$1,000,000) for all claims arising out of a single occurrence. The contractor must also provide proof of

Workers Compensation insurance or proof that the contractor is otherwise fully complying with the Workers Compensation laws of the State of Colorado.

XIII. TERMS AND CONDITIONS

1. Proposers are expected to examine exhibits, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder’s risk.
2. Each bidder shall furnish the information required in the Request for Qualifications/Proposals.
3. The Contract/Purchase Order will be awarded to the responsible bidder whose submittal, conforming to the Request for Qualifications/Proposals, will be most advantageous to the City of Wray, price and other factors considered.
4. Any interpretation, correction or change of the RFQ/RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City’s Representative will not be responsible for oral clarification.
5. All submittals must be received at the address and by the date and time specified herein.
6. Any submittal received after the identified date and time will be returned unopened.
7. Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that the Proposer has requested, in writing, to remain confidential under applicable law.
8. The City of Wray reserves the right to reject any or all proposals, to waive any informalities or irregularities therein, and to negotiate other terms in the proposals.

XIV. SELECTION CRITERIA

The following topics will be considered in the Qualifications Based selection of a firm:

<u>CRITERIA</u>	<u>POINTS POSSIBLE</u>
1. Capability to perform all aspects of project.	25
2. Qualifications and expertise of key personnel assigned to the project and their proven ability to work on similar projects.	25
3. Success of previously completed projects	20
4. Degree to which the response accomplishes the project’s goals.	15
5. Familiarity with the project location.	10
6. Ability to meet schedules within budget.	5
<hr/>	
TOTAL POSSIBLE POINTS	100

XV. REQUESTS FOR CLARIFICATION

Any requests for clarification of additional information deemed necessary by any

respondent to present a proposal shall be submitted in writing, via postal service or email, to James DePue, City Manager referencing this request.

Written requests must be received a minimum of five (5) calendar days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to by James DePue in the form of an addendum addressed to all prospective respondents.

Direct contact with City elected officials or City staff (with the exception of the City Manager) during the selection process, except when and in the manner expressly authorized by the Request for Proposal documents, is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

XVI. EXHIBITS

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following exhibits included and incorporated into this RFP:
 - i. Exhibit A: Bid Submittal

EXHIBIT A: BID SUBMITTAL FORM

Bidder: [Please provide name, address, phone number and contact name of bidding entity]

Additional information to be submitted with Bid.

XVII. Please include information outlined in section XIII: **CONTENTS OF PROPOSAL**

Break out pricing as follows:

Provide a price for each item as listed below and Alternates if any. The Contract/Purchase Order will be awarded to the responsible bidder whose submittal, conforming to the Request for Qualifications and Proposals, will be most advantageous to the City of Wray, as indicated in the Bidding Documents.

The City of Wray reserves the right to reject any or all proposals, to waive any informalities or irregularities therein, and to negotiate other terms in the proposals.

ITEM	DESCRIPTION/ SIZE	QTY	RATE	TOTAL AMOUNT
Gel Coat Interior of Green slide, include any costs for repairs/maintenance of cracks, chips or damage, sanding the interior surface of the slide and removal of old gel coat, chalking any/all seams.		1		
Painting Exterior of Green Slide		1		

Gel Coat Interior of Yellow slide, include any costs for repairs/maintenance of cracks, chips or damage, sanding the interior surface of the slide and removal of old gel coat, chalking any/all seams.				
Painting Exterior of Yellow Slide				
Any additional maintenance				
TOTAL PRICE				

TOTAL PRICE: All the work associated with Wray Aquatic Center Waterslide Restoration and material as described in project scope and specifications:

Estimated time to complete work after award of contract: _____ Weeks

Materials Vendor(s) : _____

Additional Information:

Bidder: [Indicate correct name of bidding entity]

By:

[Signature]:

[Printed name]:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title: _____

Submittal Date:

Address for receiving notices:
