

# Request For Proposal (RFP) Proposal #SwimmingPool 2025-2 Hot Tub and Activity Pool Replaster and Tile Repair

Proposals Due: 5:00 pm (Mountain Time), Friday, January 3, 2025



Carbon Valley Parks and Recreation District 701 5<sup>th</sup> Street Frederick, CO 80530

October 24, 2024



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#### Introduction

Carbon Valley Parks and Recreation District ("CVPRD" or "District") is requesting proposals as a publicly opened bid for swimming pool re-plaster and tile repair as described in the scope of work from qualified commercial swimming pool plaster installers. Each bid will be examined promptly after opening and the results will be announced to all participants.

## General Requirements and Submittal Information

For a vendor that is submitting their proposal by mail to be considered, the District must receive one (1) original and five (5) copies of the proposal by 5:00pm (Mountain Time) on Friday, January 3, 2025, at the following address:

Carbon Valley Parks and Recreation District

ATTN: Scott Hickman

701 5<sup>th</sup> Street

Frederick, CO 80530

Email: shickman@cvprd.com

All proposals submitted by mail must be in a sealed package and clearly marked "CVPRD Recreation Center Swimming Pool Plaster Proposal". The vendor's name and address should be clearly marked on the outside of the envelope.

For a vendor that is submitting electronically to be considered, the District must receive one (1) electronic copy (PDF is preferred) by 5:00pm (Mountain Time) on Friday, January 3, 2025.

Proposals will not be accepted after the date and time stated above.

There is no expressed or implied obligation for the District to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the vendor selected.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 5:00 PM MST on January 3, 2025. Any proposal received after this date shall not be considered and shall be returned unopened. The proposed vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to



competing entities during the negotiation process. Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP. The District reserves the right to award the proposed contract to multiple vendors if the Executive Director determines that such an award is in the best interest of the District.

#### About the District

CVPRD is a Colorado special district, established in 1983 covering roughly 45 square miles, including the communities of Frederick, Firestone, Dacono and rural areas that surround the Tri-Towns in Colorado. Through the management of two facilities, the District offers new as well as traditional programming. The main recreation facility is a 50,000 square foot center that hosts a 25-yard, six lane lap pool, an activity pool with amenities such as logs, lazy river, 18-foot slide, and a kid's splash pool. The aquatics section also offers a steam room and a hot tub for guests. Outside of the pool area the facility houses a dance studio, one gymnasium, cardio room, fitness studios, a state-of-the-art weight room, a childcare facility and public meetings spaces. The second facility is across the street and houses the District's Gymnastics Center. The District also manages a 7500 square foot Community Center. The Carbon Valley Parks and Recreation District strives to increase and enhance recreational opportunities by providing a variety of quality programs and activities for the residents of Frederick, Firestone, Dacono and surrounding communities.

The District will administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the District reserves the right to modify the activities, timelines, or any other aspect of the process at any time, at the District's discretion. By requesting proposals, the District is in no way obligated to award a contract or pay the expenses incurred in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and Board of Directors approval.

## Scope of Work

- a. Carbon Valley Parks and Recreation Department (CVPRD) wishes to replace the existing swimming pool plaster for the hot tub and activity pool. Bidder is expected to replace plaster with the same performance specifications as the existing plaster for the space and demands of the area they serve.
- b. Repair any broken or missing tile in the hot tub and activity pool to match the existing tile.
- c. Work will begin August 18, 2025, and must be complete by August 22, 2025. All equipment and work must be ordered and scheduled to meet this date.



d. CVPRD prefers using either CL Industries blue quarts exposed aggregate plaster or Diamond Brite blue quarts exposed aggregate plaster. 5-year manufacturer warranty on both, 2-year craftsmanship warranty.

## Term of Engagement

It is the intent of the District to contract for the services presented herein. The District will require a warranty based on the specifications of the manufacturer. The final selection and award will be made by the Carbon Valley Parks and Recreation District Executive Director.

## **Proposal Content (Mandatory)**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the vendor to mislead the District, may disqualify the vendor

#### **Cover Letter**

Each proposal should have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Carbon Valley Parks and Recreation District (CVPRD).

#### **Table of Contents**

Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

#### Letter of Transmittal

Vendor shall include a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP. The name of the person(s) authorized to represent the vendor in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result should also be included. For each authorized representative, provide mailing addresses, phone and fax numbers and email addresses.

# Vendor Background and Qualifications

- Provide a narrative on vendor background and qualifications that includes:
- The number of years the vendor has been in the commercial swimming pool business.



- A description of the company's growth, staff size and ownership structure.
- Describe at least three similar in scope projects that the vendor has completed in the last two
   (2) years.
- Provide a brief statement of the company's background demonstrating longevity and financial stability.
- Describe how the company measures customer satisfaction and how issues with customer satisfaction are resolved.

#### References

Provide four (4) references from customers for which the vendor is currently or has provided services as required in this RFP, within the last three (3) years, specifically special districts, municipalities, or other governmental agencies if applicable. Otherwise, compare with other counties and cities closely related to our size. Regional clients located in the Rocky Mountain Region are preferred. References should have comparable needs. Include the contact names, phone numbers, email addresses and mailing addresses. References may be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction and should be willing to be available for a conference call.

## **Project Understanding and Approach**

Each Proposer shall describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed. Vendors should list and describe any significant issues and concerns that need to be addressed. Other potential issues or risks not included in the "significant" category should be presented, along with any innovative or unique solutions. Include various general and/or specific tasks the vendor views as important for prudent management and sequencing of the tasks required for a successful project.

## Cost Proposal

Attach and provide a cost/quote for all equipment, services and labor which encompasses all work listed in the specifications prior to start and finish of project. The District is not liable for any costs incurred by a proposer in responding to this request, attending interview, or for any other activity prior to award of the contract to the selected proposer.

## Requirements

Provide a clear, concise narrative description of the proposal equipment, hardware, software, warranties and maintenance along with all specifications highlighting equipment functions.



## **District Requirements and Notifications**

## Mandatory Insurance Requirements

As a part of the contract requirements, the vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All vendors shall carry comprehensive general liability, and all other coverages listed below:

#### Comprehensive General Liability

- \$1,200,000.00 per person/\$3,000,000 per occurrence.
- Product Liability
- \$1,200,000.00 per person/\$3,000,000 per occurrence.
- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than 100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- Before any work is done hereunder, a certificate of insurance referencing the name and contract number stated herein shall be filed with the State of Colorado. The certificate holder is as follows:

Carbon Valley Parks and Recreation District 701 5<sup>th</sup> Street Frederick, CO 80530

Note: Carbon Valley Parks and Recreation District shall not be named as additional insured.

## **Public Inspection of Proposals**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the CVPRD's staff and its representatives. There shall be no disclosure of any vendor's information to a competing vendor prior to awarding the contract.

Carbon Valley Parks and Recreation District (CVPRD) is a public agency as defined by state law, and as such, it is subject to the Colorado Open Records Act (CORA) and Sunshine Law. Under the law, all CVPRD's records are public records (unless otherwise declared by law to be confidential) and are subject



to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by CVPRD and a decision on contract award is made, its contents will become public record, and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated, and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure, or their proposal may be deemed unresponsive and will not be recommended for selection.

#### Laws to be Observed

The vendor is presumed to know and shall strictly comply with all Federal, State, or local laws and regulations in any manner affecting the conduct of the work. The vendor shall indemnify and hold harmless the Carbon Valley Parks and Recreation District, and its designees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

## Tax Exemption

The material covered by this proposal is exempt from all COLORADO STATE TAXES. Such taxes shall not be included in the prices quoted. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the District. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property. All transportation charges shall be paid by the vendor. Each vendor shall take its exemption into account in calculating its bid for its work.

## Required Reporting

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested vendors. A usage report shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful vendor electronic format detailing the purchasing of all items on this contract. The reports shall be submitted electronically and sent as an attachment to finance@cvprd.com. Any exception to this mandatory requirement may result in cancellation of the award.



## Method of Payment

For each part of this contract, the District will pay the vendor monthly, within thirty (30) days of receipt of the vendor's billing, the amount which is legitimately earned by the vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

#### **RFP** Timeline

#### Begin installation August 18, 2025

CVPRD anticipates the following timeline:

Distribution of RFP

Deadline for RFP

Deadline for RFP

January 3, 2025

Proposals Due

Roard Recommendation

January 15, 2025

Contract awarded by District

December 5, 2024

January 3, 2025

No Later Than

January 15, 2025

January 17, 2025

## Additional Attachments Required

#### **Proposal Costs**

The District is not liable for any costs incurred by a proposer in responding to this request, attending an interview, or for any other activity prior to award of the contract to the selected proposer.

## Right to Select or Reject

The District reserves the right, in its sole discretion, to select the proposal which it determines will best serve the needs of the District, or to reject any and all proposals submitted, and to request additional information on all proposals.

## Requirements List (Exhibit 1-3)

Vendors are required to provide responses to all requirements.

- Exhibit 1, Reference Authorization and Release Form
- Exhibit 2, Reference Form

#### Additional Provisions

Either party may terminate the audit contract at any time by giving not less than thirty (30) days prior written notice of such termination. If services are terminated the District will pay auditors for all work completed. Nothing herein shall be deemed a limitation upon the District's right to terminate for cause or otherwise to pursue such legal or equitable rights or remedies which may accrue to the District hereunder.



The District will make every effort to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, the District reserves the right to modify the proposal process and dates as it deems necessary.

### Questions and Requests for Clarification

Questions and requests for clarification concerning this RFP should be made in writing no later than 4:00pm on December 27, 2024. Inquiries should be directed to:

Carbon Valley Parks and Recreation District ATTN: Scott Hickman 701 5<sup>th</sup> Street Frederick CO. 80530 shickman@cvrpd.com

#### Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal's due date. To document compliance with the deadline, the proposal will be dated and time-stamped upon receipt.

## CVPRD's Right to Reject Proposals

CVPRD reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to CVPRD. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide the best and final offer during the negotiation process. Negotiations may be conducted with responsible vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed to be available to competing vendors during the negotiation process.

# CVPRD's Right to Cancel Solicitation

CVPRD reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. CVPRD makes no commitments expressed or implied, that this process will result in a business transaction with any vendor. This RFP does not constitute an offer by CVPRD. Vendor's participation in this process may result in CVPRD selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by CVPRD to execute a contract nor to continue negotiations. CVPRD may terminate negotiations at any time and for any reason, or for no reason.



## Disqualification of Vendors

- Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:
- More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- Evidence of collusion among vendors.
- Unsatisfactory performance record as evidenced by past experience with CVPRD.
- Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis
- If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

## **Evaluation of Proposal**

Proposals will be examined for compliance with all requirements specified in this RFP and those that do not comply will be subject to disqualification without further consideration. In evaluating the proposals and selecting the successful vendor/business, the District will consider the vendor's/business's qualifications and experience, as well as cost. While pricing is important, it should be noted that the lowest cost proposal is not a guarantee of selection for services. Evaluation of the proposals will be considered specialized experience and technical competence, references, size, structure and location and ability to meet the District's requirements.

#### **Final Selection**

The vendor selection process will consist of a solicitation of proposals from all vendors with experience providing the documented services and requirements.

In responding to the RFP, vendors should indicate how their proposal will address and fulfill the stated requirements above, provide a high-level project schedule and timeline, and provide a competitive cost proposal.



# Exhibit 1: Reference Authorization and Release Form

o:
y:, whose address is
y:, whose address is(Proposing firm)
The proposing firm has submitted a sealed Proposal to the Carbon Valley Parks and Recreation District for the replastering and tile repair for the hot tub and activity pool, Project #SWIMMINGPOOL 025-2
The proposing firm hereby authorizes Carbon Valley Parks and Recreation District to perform such investigation of the proposing firm as CVPRD deems necessary to establish the qualifications, esponsibility, trustworthiness, and financial ability of the proposing form. By its signature sereon, the proposing firm authorizes CVPRD to obtain reference information concerning the proposing firm and releases the party providing such information named above and CVPRD from any and all liability to the proposing firm as a result of any reference information provided.
The proposing firm further authorizes CVPRD to discuss and release any and all information regarding the Proposing firm's performance on its forthcoming services related to this project or other past projects upon receiving a request for such information. The proposing firm releases CVPRD from any and Il liability associated with such a release of information.
roposing firm further waives any right to receive copies of reference information provided to CVPRD. A copy of a facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as the original.
Ву:
Signature
Title:

Date: \_\_\_\_\_



# Exhibit 2: Reference Form

Contact Person		
Company Name		
Address		
Telephone Number	Email	
Contact Person		
Company Name		
Address		
Telephone Number	Email	
Contact Person		<del>-</del>
Company Name		
Address		
Telephone Number	Email	
Contact Person		
Company Name		
Address		
Telephone Number		