REQUEST FOR PROPOSALS

The City of Craig is requesting proposals for a Lap Pool Filtration System Replacement for the Craig Swimming Pool Complex. Proposals will be due at the Craig City Clerk's Office at City Hall, 300 West Fourth Street, Craig, Colorado 81625, at 2:00 p.m., Wednesday, February 26, 2020, at which time they will be opened and read aloud. Award of bid will be at the March 10, 2020, City Council meeting. Specifications and/or further information may be obtained by contacting Parks & Recreation Director, Ryan Dennison at (970) 826-2004, rdennison@ci.craig.co.us or Liz White, City Clerk at (970)826-2008 or lwhite@ci.craig.co.us.

No bid shall be withdrawn after opening the bid without the consent of the City of Craig, for a period of 30 days after the scheduled time for opening bids.

The bids must be completely filled out on the bid form provided. Bids shall be addressed to the City of Craig, and shall have the name of the bidder and "Lap Pool Filtration System Replacement" written thereon.

Jarrod Ogden, Mayor

Attest:

Liz White, City Clerk

PUBLISH: January 29, February 5 and February 7, 2020.



REQUEST FOR PROPOSALS "Lap Pool Filtration System Replacement"

Release Date:

January 29, 2020

Contact Person:

Ryan Dennison 970-826-2004 Liz White 970-826-2008

Deadline for Submissions

February 26, 2020 at 2:00 P.M.

Submit Proposals Attention - **Liz White:**

City of Craig
"Lap Pool Filtration System Replacement"
300 W. 4th Street
Craig CO 81625

lwhite@ci.craig.co.us

I. INTRODUCTION

The City of Craig, Colorado, (City) is requesting bids for our lap pool filter replacement. Our existing filters are aging and have rusted through multiple patches. We also have some minor miscellaneous work that will need to be done to adhere to health codes.

The lap pool currently operates on two vertical high-rate sand filters with a manual backwash system. The City would like to maintain the manual backwash system. The filter requirements are 230,000 gallons with a max of 6-hour turnover at 15-20 GPM. The maximum space available to house filters, manifold and piping is 11' wide x 9' deep and 7'6" tall. Filter access for backwash is from the 11' side, leaving 3' of space between filters and the pool heater. Access to the work area is a 74" x90" doorway with a 6" rise from the ground level.

Additional work items require a bid for materials and labor, with the exception of the BecSys RCMs. The City currently has two in possession.

II. PROPOSAL LOGISTICS

PROPOSAL TIMELINE:

RFP Distribution: January 29, 2020

Deadline for Submission of Questions: February 12, 2020 **Distribution of Answers to RFP Questions:** February 17, 2020 **RFP Due Date:** February

26, 2020 (2:00PM)

Announcement of Award: March 10, 2020
Estimated Project Start Date: March 30, 2020
Estimated Project Completion Date: April 17, 2020

III. SCOPE OF SERVICES

POOL FILTER REPLACEMENT:

- *Remove and dispose of existing tanks
- *Install new high-rate sand filters and filter media
- *Additional tech site visit to be scheduled in accordance with pool opening schedule

ADDITIONAL WORK:

- * Replace pressure gauges for vacuum sand filter
- * Install flow meter at Wave Pool
- * Install flow meter at Lap Pool
- * Install Lap Pool BecSys RCM
- * Install Wave Pool BecSys RCM

IV. PROPOSAL FORMAT

To facilitate the review of proposals, all proposals are required to adhere to the following requirements. The City of Craig strongly encourages proposers to ensure that RFP submissions are succinct and clearly organized. The response must be written and organized in the order defined below. The submission should be complete so as not to be considered nonresponsive.

- A. Cover Letter. Provide a letter of introduction or cover page from an authorized represent at iv e.
- **B.** Name, Title, and Contact Information. Include the name of the person or persons who will be authorized to make representations on behalf of the Consultant, with all contact information.
- C. Company History. Provide business background/overview of products and services offered by your company.
- D. Qualifications and Experience. Provide the qualifications of the Consultant and its specialized experience and technical competence that qualify it to provide the services required. Provide the names and qualifications of outside Consultants and associates that will be employed to assist on the work to be performed under your proposal.
- **E. References.** Provide a list of names, addresses and telephone numbers of at least three (public sector preferred) clients for which the Consultant has successfully completed similar projects to that required by this RFP within the past five years. A brief synopsis should be included for at least three customers similar to those required in this RFP. Include a description of the projects, and the contact name and information of the customer.
- F. Description of Proposed Solution. Provide detailed information related to your proposed solution and how it will meet the needs of this project. Please also provide information on warranty of workmanship and materials
- **G. Identify any unique or distinctive features** in your product or services that differentiate your product or services from other Consultant's solutions.
- **H. General Comments.** Comment on any aspect of the RFP including, but not limited to, the technical requirements and scope of work as detailed above. The proposed solution is to be described fully, including how the components of the solution adhere to all requirements noted above.
- I. Project Schedule and Pricing. Provide a proposed project schedule of time frames, milestones, for completion of the project. Project schedule must include a specified time frame for delivery of the requested information. At a minimum, the pricing and tasks identified should each include a separate cost as described above for completing specific tasks. Identifying the contractor/subcontractor for each task is required. Response may include a discussion of tasks that the Consultant would like the Partners to undertake in the course of the planning process.
- **J. Selected Consultant** shall comply with all municipal and state code requirement s.
- K. Selected Consultant shall ensure that all proposed plans will meet the highest industry standards for a project of this type.

V. BID SUBMITTAL

Bid/Proposal selection shall be based on, not only competitive pricing, but meeting the minimum response requirements as outlined in this RFP.

Proposal may be delivered electronically or in hard copy via mail, courier, or in person in a sealed envelope by <u>February 26, 2020 at 2:00PM</u> clearly marked with "Lap Pool Filtration System Replacement", on the outside of the envelope.

Liz White - City Clerk
City of Craig City Hall
300 W. 4th Street
Craig, CO 81625
lwhite@ci.craig.co.us

Questions and Inquiries: The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Consultant accepting verbal direCTions. Any explanation desired by a Consultant must be requested of the City representative in writing not later than February 12, 2020, and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded by February 17, 2020 by email to each Consultant.

VI. SELECTION CRITERIA

Based upon the responses to the RFP, the City may interview any or all the Consultants and/or award the contract without conducting interviews. The successful Consultant will be required to enter into a contract with the City, including insurance/indemnity requirements.

Please see the Standard Insurance as set forth in Attachment A.

The selection process, including the interview, will focus on:

- 1. The proposed financial analysis plan/feasibility;
- 2. Ability to provide responsive client services;
- 3. Clarity of proposal, completeness and inclusion of requested information;
- 4. Consultant capabilities & experience;
- 5. Reference checks;
- 6. Professional nature offirm;
- 7. Demonstrated municipal/county government experience;
- 8. Qualifications and experience of the firm and staff assigned to provide support;
- 9. Cost effectiveness.

All interested parties are encouraged to submit proposals as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the solution and the Consultant's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the Consultant whose proposal best meets the needs of the City. The City of Craig, and its designated representatives, shall be the sole judge of its own best interest, and the proposal most advantageous to the City. The City's decisions will be final.

VII. GENERAL TERMS AND CONDITIONS

<u>Public Record</u>: Proposer's attention is drawn to the fact that all proposal documents submitted are subject to disclosure under the Colorado Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially placed on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.

<u>Additional Information</u>: The City reserves the right to request additional information and/or clarification from any or all Proposers.

<u>Proposal Acceptance and Rejection</u>: The City reserves the right to reject any and all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City

reserves the right to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

<u>Right to Cancel and Amend:</u> The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writ in.

<u>Debarment</u>: By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado

<u>Limitation</u>: The Request for Proposals (RFP) does not commit the City of Craig to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP. The City will not reimburse the Consultants to this RFP for costs incurred in the preparation of their proposal or in any other aspect of their consideration of this engagement. A Consultant may withdraw and resubmit a proposal prior to the submission deadline. No re-submissions will be allowed after the submission deadline.

<u>Modification of Scope</u>: The City reserves the right to modify the contents of this document up to 7 days prior to the opening of proposals.

<u>Award:</u> The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The Consultant shall maintain in full force and effect the insurance as outlined in **Attachment**A. The City reserves the right to waive or modify such insurance coverage. However, Consultants and/or

Consultants meeting the insurance requirements will receive greater consideration during the selection procedure.

All insurance shall be evidenced by a Certificate of Insurance and endorsement acceptable to the City Attorney, prior to execution of a contract. The Consultant and/or Consultant shall state their ability to meet the City's insurance requirements within their submittal.

<u>Signature</u>: The Consultant and/or Consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation.

<u>Contract Requirements</u>: Agreement by the City and Proposer will be in effect upon the City's execution of this proposal along with any agreed upon changes.

<u>Coordination of Work:</u> All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by City Administration prior to scheduling of project so that any interruption to the normal business operation is kept to a minimum.

<u>Inspection</u>: All material and reports shall be subject to inspection, examination and acceptance by the City and its Partners. The City shall have the right to reject defective information, analysis and workmanship or require its correction

ATTACHMENT A

STANDARD INSURANCE REQUIREMENTS

In order to comply with the bonding and insurance requirements contained in your contract with the City of Craig there are several I things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

I. GENERAL

- A. Send these requirement sheets to your insurance broker for immediate compliance.
- B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.
- <u>C.</u> New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not accepting able.
- <u>D.</u> All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.
- E. All insurance companies must have an AM Best rating of A: VII or better.
- <u>F.</u> All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.
- <u>G.</u> A 30-day cancellation notice is required and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.
- H. Expiration dates are required on all certificates.
- <u>I.</u> All Bonds and Certificates must have an original signature.

II. SPECIFIC COVERAGE (As Applicable)

A. BONDING

(Contracts over \$50,000) Faithful Performance (Completion) Bond-(CONTRACT AMOUNT) (Contracts over \$50,000) Payment, Labor and Materials Bond - (CONTRACT AMOUNT)

B. GENERAL LIABILITY/AUTOMOBILE LIABILITY

GENERAL LIABILITY

(\$1,000,000) per occurrence (\$2,000,000) general aggregate

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

<u>ATTACHMENT B</u> <u>GENERAL CONTRACT TERMS AND CONDITIONS</u>

- 1. Performance of Services/No Assignment. Time is of the essence in performance of the Services. Consultant represents to City that Consultant possesses, or will arrange to secure from others, all the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.
- 2. Hold Harmless and Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, act ions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, Consultants, suppliers,

Consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3. <u>Independent Contractor.</u> It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that

may appear to give City the right to direct Consultant as to the details of performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

- 3.1 The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.
- 4. <u>Insurance</u>. Unless otherwise agreed, without limiting Consultant's indemnification of City, and <u>prior to</u> <u>commencement of work</u>. Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and, in a form, satisfactory to City.
 - A. <u>Certificates of Insurance</u>. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.
 - B. <u>Acceptable Insurers.</u> All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Colorado, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved.

CONTRACT AGREEMENT

CICNIATURES

SIGNATURES	
Consultant Signature	 Date
City of Craig/ City Clerk Signature	 Date
City of Craig/ City Manager Signature	 Date



