



REQUEST FOR BIDS

RFB-16-17

BID DUE DATE: TUESDAY, MAY 17 BY 1:00 P.M. OUR CLOCK

INDOOR POOL IMPROVEMENTS

**RECOMMENDED PRE-BID MEETING:
THURSDAY, MAY 5, 2016, AT 8:00 A.M.**

SEALED BID MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:
PARKS & RECREATION DEPARTMENT / AQUATICS DIVISION
PURCHASING & CONTRACTING DIVISION**

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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ADDENDUM (if applicable)

**ADVERTISEMENT FOR BIDS
RFB-16-17
INDOOR POOL IMPROVEMENTS**

Bid Due Date: TUESDAY, MAY 17, 2016, BY 1:00 P.M. OUR CLOCK

Project Overview: The project includes labor, equipment and supplies needed to remove the existing Grate Ideas vertical pool grating and replace with Lawson Aquatics Parallel Grating; and replace the existing frog slide with a Natural Structures lion slide. Work must be completed the week of August 22, 2016. The estimated budget is between \$60-65,000.

Recommended Site Visit Meeting: Scheduled for **THURSDAY, MAY 5, 2016, 8:00 A.M.** at the Wheat Ridge Recreation Center Lobby / Leisure Pool, 4005 Kipling St., Wheat Ridge, CO 80033

Minimum Requirements: Awarded firm must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the Illegal Alien Provisions of CRS8-17.5-101 and Title IV Regulations at 49 CFR Part 21 (non-discrimination assurance).

Deadline for Questions: TUESDAY, MAY 10, 2016, BY Noon. Send email to jnellis@ci.wheatridge.co.us

Submit to: City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

Bid shall be submitted in a sealed envelope, plainly marked: RFB-16-17 Indoor Pool Improvements

Comments: Submit one (1) original and two (23) complete copies. Late receipt of bids will not be considered.

All bids shall be validated upon receipt. Bids received after the bid opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all bids—or any part—and to waive any formalities or informalities to make an award in the best interest of the City.

Bid Documents: Bid opportunities, addenda, and project updates are posted on the Rocky Mountain e-Purchasing System (RMEPS, a.k.a. Bidnet), www.rockymountainbidsystem.com (1-800-835-4603 option #2) and on the City's website, www.ci.wheatridge.co.us. Hard copies of project documents may be purchased for \$15/set at the City of Wheat Ridge Municipal Building, 7500 W. 29th Avenue, Wheat Ridge, CO 80033.

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924, or phone 303-235-2811. Do not contact the requesting department.

Jennifer Nellis, Purchasing Agent

Publish Dates:
City Website and RMEPS 4/27/16

CITY OF WHEAT RIDGE
RFB-16-17
Indoor Pool Improvements

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

B. Background

The City of Wheat Ridge Recreation Center was built in 2000. The indoor leisure pool varies in shape; is a 76,533-gallon pool; with the pool perimeter measuring 359-feet 6-inches; and has a surface area of 3,622 square feet. (Technical specifications are attached.)

The estimated budget is \$60-65,000.

C. Objectives

The purpose of this RFB is to contract with a qualified individual or firm able to meet our scheduling and budgetary requirements and provide a quality, coordinated installation of the desired items.

II. SPECIFICATIONS/ STATEMENT OF WORK

A. The actual services to be performed will be determined by the City to include but not limited to the following areas:

I. SCOPE

- a. Replace leisure pool gutter grates and hardware;
Contractor will remove the current gutter gates and replace with Lawson Aquatics Parallel Grating. No substitutes will be accepted.
- b. Replace existing frog slide with a Natural Structures lion slide. Slide must be installed with no gaps and proper matting with pole stations and chains.
- c. Contractor is responsible for proper disposal of the removed grating and slide.

II. TECHNICAL SPECIFICATIONS

- a. Grating: The current grating is Interlocking Grate Ideas vertical, hi flow pool grating. The specifications are attached. The old grating must be removed and new grating installed including all new hardware and caulking. Replacement grating must be Lawson Aquatics parallel grating quiet flow. The width of the trough is 11 7/8" wide with corners and curves required. (See current grating specifications and blue prints.) Grating must be installed the week of August 22, 2016.
- b. Frog slide replacement: The current frog slide shall be removed and replaced with a Natural Structure lion slide Model 1800-38. No substitutes will be accepted. The frog slide must be removed from the facility. The replacement slide must be installed per manufactures recommendations. All work must be completed the week of August 22, 2016.

III. **BID SUBMISSION**

A. **Bid Submission**

Submit one (1) bid marked "original," and two (2) additional printed copies, for a total of three (3) complete sets.

Address: City of Wheat Ridge Municipal Building
ATTN BID: Jennifer Nellis, CPPB
7500 W 29th Avenue, Purchasing & Contracting Division
Wheat Ridge, CO 80033

MARK OUTSIDE OF ENVELOPE: RFB-16-17, Indoor Pool Improvements

BID DUE DATE: TUESDAY, MAY 17, 2016, BY 1:00 P.M. OUR CLOCK. NO EXCEPTIONS.

IV. **EVALUATION AND AWARD**

- A. After thoroughly evaluating all bids received, the City will award to the lowest and/or most responsive and responsible bidder(s) whose bid meets the requirements and criteria set forth, establishes the ability of the bidder to provide quality goods and service, and conveys the willingness of the bidder to comply with City purchase order terms and conditions (available on our website). Award will be based on the item-by-item bid amount provided by the bidder on the Bid Price Sheet. Do not qualify your bid nor alter the bid format.
- B. The following is a partial list of criteria that may be used in determining the award:
- Superior quality and adherence to specifications
 - Adequate maintenance and service
 - Delivery and/or completion time
 - Guarantees and warranties
 - Firm reputation and financial status
 - Experience with same or similar equipment or service
- C. The City reserves the right to base its evaluation on the "should-cost" analysis to reflect the real costs to the City arising out of or incidental to the award. Bidding firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal, or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format, and shall perform its cost and price evaluation on the basis of probable real costs.

V. **ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

Event	Anticipated Date
RFB Issued	April 27, 2016
Recommended Site-Visit	May 5, 2016 at 8 AM at the Rec Center
Inquiry Deadline	May 10, 2016 by noon
Final Addendum Issued	May 12, 2016
Bid Due Date and Time	May 17, 2016 by 1 PM our clock
CAF due (internal document)	Before June 3, 2016
Council Approval, if required	June 13, 2016

Start Date	August 22, 2016
Completion Date	August 26, 2016

VI. TERMS AND CONDITIONS

A. Term: This project is a one-time purchase and installation.

B. Delivery Address:

Recreation Center: 4005 Kipling Street, Wheat Ridge, CO 80033

DELIVERY SHALL BE COORDINATED TO MATCH THE WORK SCHEDULE. The slide may be delivered to the Recreation Center with advance notice and approval of the delivery date; there is no loading dock, delivery on a pallet is requested.

C. Payment: Payments will be made within thirty (30) days of receipt of approved delivery, completion of work and invoice. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

D. Modification or Changes: All modifications to terms, conditions, scope or pricing must be in writing and signed by both parties prior to award of a contract.

E. New Items and Warranties: All items must be new product (not used, remanufactured, refurbished, rebuilt, reconditioned, etc.) and are not to contain components that are not newly manufactured unless specifically stated otherwise in the bid specifications. Product shall be in original container with new product warranty, and with a minimum shelf-life of one year. Bidder warrants all goods and services will meet or exceed applicable drawings, specifications, samples, and/or other descriptions given to the City, and will be free from defects. Any breach of warranty will be at the bidder's expense and at the discretion of the City.

F. Assignment / Subcontract: No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.

G. Equals: The City makes the sole determination whether or not a similar product is deemed "equal."

H. Bid Results: Project status—including bid results—are posted on the City of Wheat Ridge website, www.ci.wheatridge.co.us . Click on the Bids and Proposals tab.

I. Funding: There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council—either through budgeted appropriation, or by contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. The contract resulting from the bid award is specifically subject to the provisions of said Code Section. Funding of the contract for any time period after January 1st of the year succeeding the original contract date is expressly contingent upon appropriations being made by the Wheat Ridge City Council. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.

J. Low-Tie Bids: Low-tie bids shall be decided in accordance with the provision of C.R.S. Section 24-103-202.5 as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie-bid procedure provided in the above-referenced Section shall include with his bid proof that he meets the definition of "resident bidder" as set forth in either C.R.S. Section 24-103-111 (6) (a) or (b).

K. Vendor Offset: No award will be issued to any person, firm, or corporation that is in arrears to the City upon debt or contract, that is a defaulter—as surety or otherwise—upon any obligation to the City, or that

is deemed irresponsible or unreliable by the City. If requested, bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular good or service bid upon, and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.

- L. **Termination for Cause:** If the successful bidder shall fail to fulfill in a timely and proper manner its obligations, or violate any of the covenants, agreements, or stipulations of the award, the City shall have the right to terminate the agreement by giving written notice to the bidder of such termination. All completed or unfinished work, reports, materials, documents, and anything relating to the project shall become property of the City. The bidder shall not be relieved of liability to the City for any damages sustained by virtue of the breach. The City may withhold payments until the cost of damage(s) is assessed.
- M. **Cancellation / Remedies:** The City reserves the right to cancel any order resulting from this RFB with a sixty (60) day written notice, if the vendor has failed to comply with the terms specified and has been notified in writing of three (3) such failures, and has failed to remedy the problem after each written notification. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.
- N. **Termination for Convenience:** The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date at least thirty (30) working days prior to the effective date of such termination. In that event, all finished or unfinished services, reports, or materials prepared or furnished by the successful bidder under the award shall—at the option of the City—become its property.
- O. **Indemnification:** Contractor hereby indemnifies and agrees to hold the City and its representatives and agents harmless for and on account of any act or omission of the Contractor in the execution and completion of the project specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage or Personal Injury, including compensatory, economic, punitive or special damages suffer by any person or entity in connection with the project. Contractor agrees to defend the City hereunder and indemnify the City, to include all court costs and attorney's fees incurred in any defense required to be undertaken by the City as a result of the actions of the Contractor on the project. The City of Wheat Ridge, its officers and employees shall be added to the Contractor's Commercial General Liability policy as Additional Insured as its interests may appear.

Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the City of any of the protections afforded the City by virtue of the provisions of the Colorado governmental Immunity Act (Colo. Rev. Stat. 24-10-101).

- P. **Insurance:** The Contractor shall maintain a Commercial General Liability insurance policy to protect the Contractor and the City from any and all claims of bodily injury and property damage, including death, which may arise from the Contractor's operations and completed operations under this Contract, including the work of its subcontractors. The liability policy shall be the primary and non-contributory insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its primary coverage. The liability policy shall not be terminated or cancelled prior to the completion of this contract without at least 45 days prior written notice to the City. The Contractor shall carry and also require all of its subcontractors to carry Commercial General Liability and Automobile Liability insurance in accordance with the following stipulated limits:

For Liability: \$1,000,000 per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage Combined Single Limit

For Automobile: \$1,000,000 Bodily Injury & Property Damage Combined Single Limit each Accident

Builder's Risk

Insurance: The Contractor shall insure 100% of the replacement value of the work and materials installed and delivered, plus the replacement value of the work or materials furnished or delivered but not yet paid for by the City, for the life of the contract on an All-Risk basis, subject to the normal exclusions, terms and conditions of the standard Builder's Risk insurance policy with an insurance company or companies acceptable to the City.

The Contractor shall be responsible for all damage to the work under construction until acceptance of and release of responsibility for the work to the City.

Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation and Employer's Liability insurance in conformance with all Colorado statutory limits for all persons employed by the Contractor on the work to be performed under this contract, and shall require all of its subcontractors to provide the same.

Certificates of Insurance: Certificates of Insurance shall be attached to the executed contract documents and shall become part of the contract as information documents only. The certificates shall provide that the insurance shall not be cancelled or terminated prior to completion of the work and that forty-five (45) days' notice shall be given the City prior to cancellation of policies.

VII. INSTRUCTIONS TO BIDDERS

- A. Bids will only be accepted on the forms provided herein. Do not re-type or reformat forms. Provide all requested information and authorized signature in ink.
- B. Bid unit prices and extended amounts when called for. In case of mathematical error in extensions, the unit price will prevail. If unable to bid, indicate "NO BID" in space provided.
- C. **Do not submit an alternate or optional bid unless requested to do so.** If a vendor submits more than one (1) bid, all bids from said vendor will be deemed non-responsive and, therefore disqualified. This includes single bids that offer more than one price for a given item.
- D. All changes or modifications (adds, deletes, additional information etc.) shall be distributed through written addenda provided to all interested bidders. Verbal responses to vendor questions will not be considered.
- E. A bid with missing or inconsistent information may be considered non-responsive, and as such may not be evaluated. Do not qualify your bid or alter the bid format.
- F. The bid price shall be exclusive of any Federal, State, or City taxes. Tax exempt numbers are as follows:
 - Federal: 84-0595832
 - State: 98-03515
 - City: 70000Tax exemption certificates will be issued upon request.
- G. All bids must be F.O.B. destination—freight prepaid—unless otherwise directed.
- H. **SUBMIT ONE (1) MARKED "ORIGINAL" AND TWO (2) MARKED "COPY" OF YOUR BID.**

- I. **Submit your bid no later than TUESDAY, MAY 17, 2016, by 1:00 PM** our clock to the Wheat Ridge Municipal Building, 7500 W. 29th Avenue, Wheat Ridge, CO 80033, Attention: Jennifer Nellis, Purchasing Agent. Bids will be validated with time and date upon receipt. Bids submitted to any other location other than the Municipal Building will not be accepted, and will be considered non-responsive.
- J. Bids must be submitted in sealed envelopes or boxes marked with the bid number, RFB-16-17, and the bid due date and time on the outside of the envelope or box. No faxed or emailed bids will be accepted.
- K. **VENDOR REQUIREMENTS:** Bids must be submitted with the following:
1. Signed **Bidder Information Form**, acknowledging vendor review of addenda. Check the City's website, www.ci.wheatridge.co.us or call the Purchasing Office, 303-235-2811, to confirm the number of addenda issued.
 2. Acknowledgement of **warranties**, providing information regarding labor and parts warranties, if applicable.
 3. Provide **pricing**, per Attachment A, Specifications and Price List. Pricing shall remain firm throughout the effective period. Bid shall be valid for sixty (60) calendar days after the bid opening date. Bids shall not be withdrawn after bid due date.
 4. **Additional information** relating to this bid—such as detailed specifications for equals, standard agreement, brochures, etc. may also be submitted with your bid.
 5. Provide at least three (3) **references** relating to work similar in nature and size. Include client contact name, email and telephone number, as well as a detail of the service or product your firm provided.
 6. Address guaranty of **response time and service** that is reasonable and responsive of the critical daily operation of the City.
 7. Provide a statement assuring your ability and intent to provide a certificate of **insurance** for general liability, workers compensation, and automobile insurance as prescribed by City and State requirements and outlined in bid documents. Proof of insurance will be required at the time of project award.

DO NOT SUBMIT ABOVE TEXT PAGES



**RFB-16-17
Indoor Pool Improvements**

BIDDER INFORMATION AND ADDENDA ACKNOWLEDGMENT FORM

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—MUST BE IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 _____ #2 _____ #3 _____ #4 _____

DOES YOUR FIRM ACCEPT VISA FOR PAYMENT WITHOUT ADDITIONAL FEES? Yes No

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFB documents thoroughly prior to submitting a bid,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work or providing required goods to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

Do not submit more than one bid from your firm, or both/all bids will be disqualified.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered

CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS. COMPLIANCE TO HB 1343

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20____

RFP NUMBER AND TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 2016

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
VENDOR QUALIFICATION FORM

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** _____

Address: _____

State: _____ Zip: _____ Phone: _____

Principal in Charge: _____

Email: _____

Type of business organization:

Sole Proprietorship _____ Corporation _____

Partnership _____ Limited Partnership _____

State in which incorporated: _____ Joint Venture _____

Name, position, and address of contact person regarding the information on this form:

Number of years your firm has done business under current name: _____

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

2. **Attach a list of all major projects in which you have been involved during the past two (2) years.**

For each project indicate the following:

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Project description

- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

3. **List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

4. **Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

No Yes

If yes, describe the situation:

5. **Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

No Yes

If yes, describe the situation:

6. **Have any bonds been called on any of your projects?**

No Yes

If yes, describe the situation:

City Staff will evaluate all qualification forms. The evaluation will include the following:

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.



RFB-16-17
(SAMPLE) AGREEMENT

THIS AGREEMENT made this **DATE** day of **MONTH, 2016**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **COMPANY**, a _____ Corporation, located at **ADDRESS**, hereinafter referred to as the "Contractor."

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City's Contractor and provide as a minimum all of the services and products required for **RFB-16-17 INDOOR POOL IMPROVEMENTS**, the vendor's, bid, and any agreed modifications.

ARTICLE 2 – TERM

The work to be performed under this Agreement shall commence upon Council approval, receipt of signed agreement and insurance compliance, and on the agreed schedule.

ARTICLE 3 - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided and the Contractor shall accept a total of **(WRITTEN DOLLAR AMOUNT), (\$ NUMERIC)** or a not-to-exceed amount of **DOLLAR AMOUNT** as full payment for such services.

ARTICLE 4 – INDEPENDENT CONTRACTOR

- A. In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement.
- B. The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a Certificate of Insurance showing compliance with the following minimum types and coverages of insurance.

Type of Insurance	Minimum Limits of Liability
Standard Workers Compensation and Employer Liability	Statutory, including occupational disease coverage for all Contractor employees at work site; and shall require all of its subcontractors to provide the same.
General Liability – PL & PD (minimum)	<ul style="list-style-type: none"> a) Combined single limit - \$600,000 written on an occurrence basis. b) Any aggregate limit will not be less than \$1 million. c) Contractor must purchase additional insurance if claims reduce the annual aggregate below \$600,000. d) City of Wheat Ridge to be named as additional insurance on each comprehensive general liability policy. e) Insurance shall include provisions preventing cancellation without 30 days' prior written via certified mail to the City.
Automobile Liability (minimum)	<ul style="list-style-type: none"> a) Contractor to carry a minimum of \$1 million combined single limit auto insurance. b) City of Wheat Ridge to be named as additional insured on each automobile liability policy.
Builder's Risk Insurance	The Contractor shall insure 100% of the replacement value of the work and materials installed and delivered, plus the replacement value of the work or materials furnished or delivered but not yet paid for by the City, for the life of the contract on an All-Risk basis, subject to the normal exclusions, terms and conditions of the standard Builder's Risk insurance policy with an insurance company or companies acceptable to the City.
<p><i>All policies and/or Certificates of Insurance (except Workers Compensation) shall include the City of Wheat Ridge as an additional named insured. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the agencies may be entitled, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, C.R.S., as amended.</i></p>	

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Proposal, or if no provision exists, pursuant to the terms of the change order.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship., The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

- A. The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree this contract may be canceled for cause by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.
- B. The City may terminate the agreement for its convenience upon thirty (30) days' written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.
- C. All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

ARTICLE 12 – NOTICES

Notice or communication given pursuant to this Agreement shall be made in writing to:

City Contact:	Contractor Contact:
City contact name	Vendor contact name
Title, Department	Vendor
Address	Address
Wheat Ridge, CO 80033	City, State, Zip
City email address	Vendor email address
Phone:	Phone:
Fax:	Fax:

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this agreement. The Contractor shall be responsible for the performance of any sub-contractor.

ARTICLE 14 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

ARTICLE 16 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) originals, each of which shall be deemed an original on the date first written above.

ATTEST:

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

NAME

TITLE

DATE

OWNER

CITY OF WHEAT RIDGE
7500 W 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900

JOYCE JAY, MAYOR

CONTRACTOR

VENDOR
ADDRESS
ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

**ATTACHMENT A
RFB-16-17
Indoor Pool Improvements**

MINIMUM SPECIFICATIONS, PRICE LIST, AND CHECK LIST

SUBMIT ON THIS PAGE, OR ATTACH YOUR DETAILED PRICE LIST

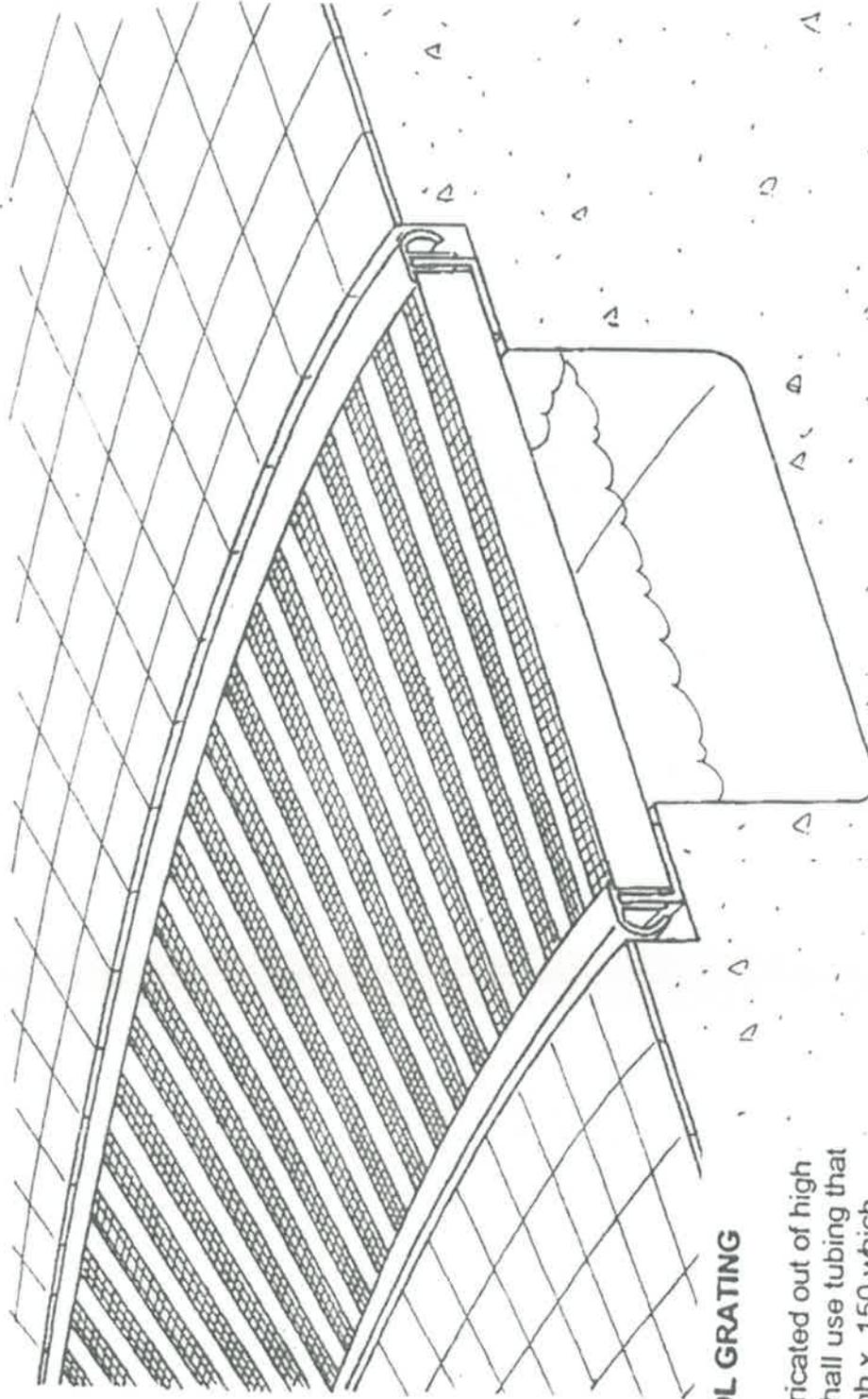
BID PER THE SPECIFICATIONS. No substitutes allowed. Pricing shall include freight, FOB destination, prepaid.

Work must be completed during the week of August 22, 2016. All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits, and regulations shall apply.

QTY	UNIT	ITEM DESCRIPTION	PRICE
1	LOT	Lawson Aquatics Parallel Grating	\$ _____
1	Lump Sum	Labor, equipment and supplies to Remove existing grating, and install New grating, hardware and caulking	\$ _____
1	EACH	Natural Structures Lion Slide Model 1800-38	\$ _____
1	Lump Sum	Labor, equipment and supplies to Remove existing frog slide, and install New lion slide	\$ _____
TOTAL BID			\$ _____

STRAIGHT AND RADIUS GRATE HI FLO STYLE

**GRATE
IDEAS®**



HI FLOW POOL GRATING

Grate shall be fabricated out of high impact PVC and shall use tubing that is $\frac{3}{8}$ " wide x $\frac{3}{4}$ " high x .150 which permits a 50% flow thru. Tubing to have a machined ante' skid surface and be spaced $\frac{3}{8}$ " apart. Grating shall be fabricated in 3' lengths.

1 1/8" WIDE

PVC TUBING 3/4" x 3/8" x 0.150 / 3/8" OPEN SPACING

INTERLOCKING "SNAP CAP"

ANTI-SKID SURFACE

3/4"

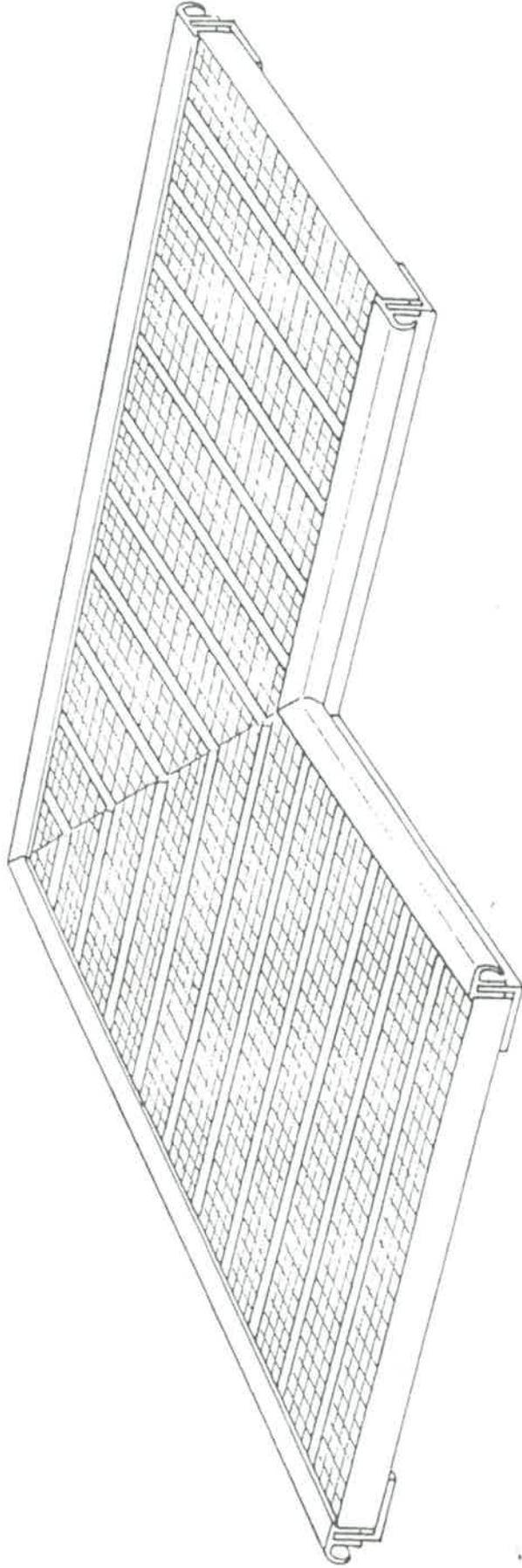
1/2" (TYP.)

REINFORCING CHANNEL

GRATES FABRICATED IN 3' LONG SECTIONS / SNAP CAP G'

**GRATE
IDEAS®**

PREFABRICATED CORNER

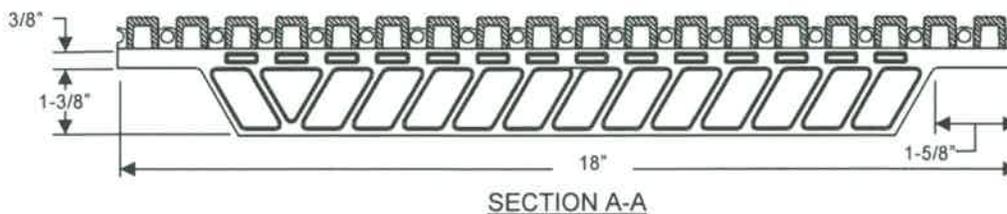
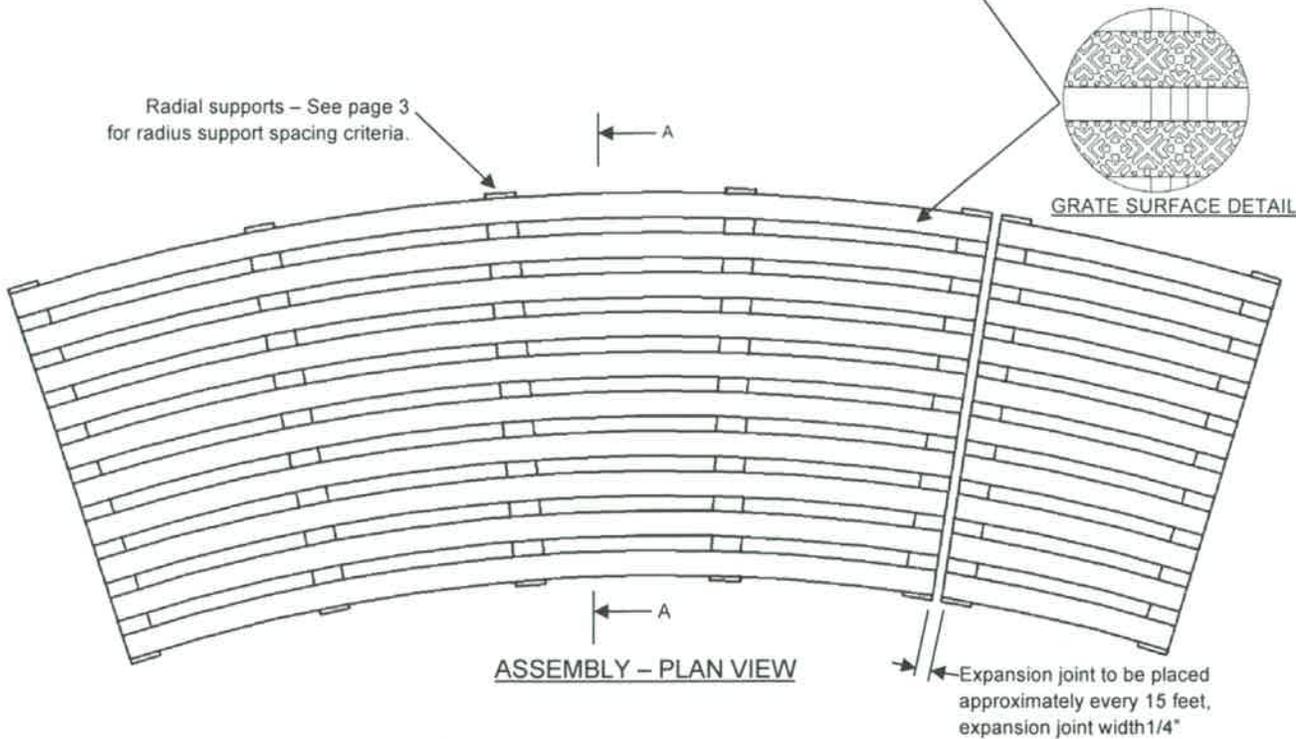
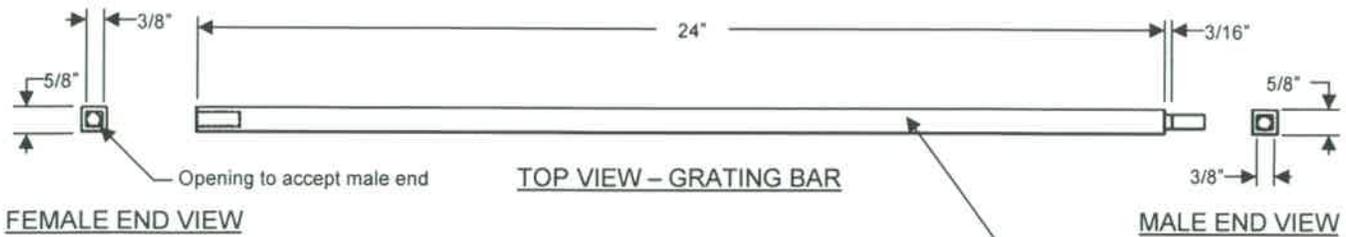


**GRATE
IDEAS®**

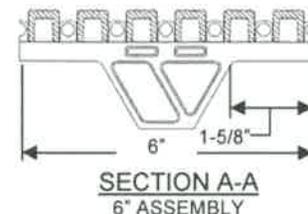
GRATING

Lawson Aquatics™ Parallel Grating – Radial 6” – 18”

Technical Data Sheet



GRATING SIZES	
Part Number (White)	Description
PA-R*-WT	Grate Parallel **
Note: ** represents width in inches (available 6" to 18" in increments of 1")	



Parallel Grating – Radial

All drawing dimensions supplied by Neptune-Benson, LLC are for reference only. All cad files were created using AutoCAD file format (*.dwg) and are presented as a service to our customers. Errors sometimes occur during this process and with software incompatibility upon opening a file. Neptune-Benson, LLC and/or any authorized distributor of our products will not be held responsible for problems arising from files which have been converted and does not warranty the documents against deficiencies or typographical errors of any kind. We recommend that all measurements are verified with actual physical product before any custom fabrication in the field occurs.

R 4/1/13



6 Jefferson Drive, Coventry, RI 02816 • www.neptunebenson.com
 P (401) 821-2200 • (800) 832-8002 • F (401) 821-7129

QuietFlow®

Designed to capture and disperse water surge in a matter of inches and speed flow rate.

To meet the requirements of indoor and outdoor commercial pools, competition pools and the most distinctive pool designs in the aquatics industry, Lawson Aquatics™ has designed a high tech, high performance system of parallel grating (patent pending), either straight or radius, that follows the contours of any rim-flow pool design.

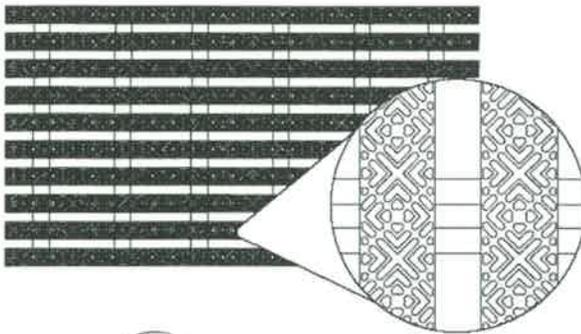
Our QuietFlow® parallel grating is designed to capture and disperse water surge in a matter of inches, and speed flow rate. The result is a significantly quieter, faster pool without the excessive cost of building sloped or wider gutters.

FEATURES

- QuietFlow™ complies with federal ADA regulations.
- Wet or Dry – with rigid, non-slip comfort under foot.
- Available in 3 standard colors – White, Gray, and Bone.
- Ten year warranty.

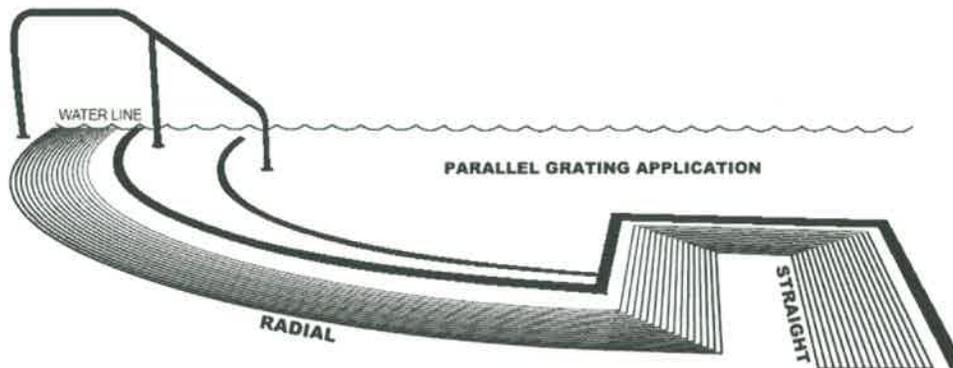
SPECIFICATIONS

Size	6" to 18" widths in 1" increments
Material	PVC
Surface	Non-Skid surface
Grate	White, Gray and Bone
Open Area	37.5%
Rating	ASTM G-154 750 Hours UV ASTM C-1028 static coefficient of friction, wet and dry ANSI/APSP-16



Exclusive Lawson Design

SuperGrip™



STRAIGHT

Sections of UV stabilized PVC grating in on foot lengths x widths of 6" to 18" in one inch increments. Individual pieces snap together to accommodate the length of the straight sections. The top surface of both types of parallel grating shall have a raised diamond ridge design to create good friction, wet or dry, ensuring that decks are safer with rigid, non-slip comfort underfoot.

RADIUS

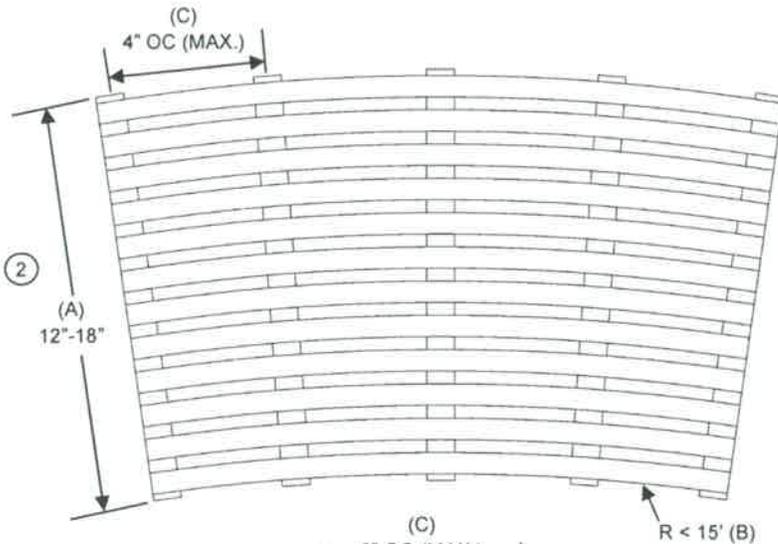
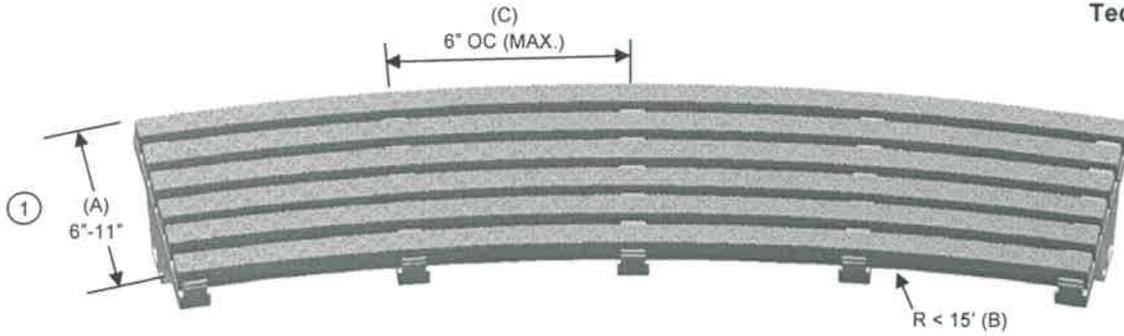
Sections of UV stabilized PVC grating in 24" long pieces connected end to end to accommodate the length of the radius sections. The width is in multiples of one inch, from 6" to 18" wide. For sizes 6-10" there shall be cross supports spaced at 6" (max) intervals around the perimeter to span the gutter opening, and to accept the parallel bars. Place supports at 4" OC for sizes 11-18". The cross supports are designed to maintain the space between the pieces not to exceed 0.375". The parallel radius bars are designed to attach directly into the straight sections for a clean transition. Field bend radii 15 feet and greater. Radii between 15'-5" must be factory bent and field installed. Not recommended for radii smaller than 5'.

R 4/1/13

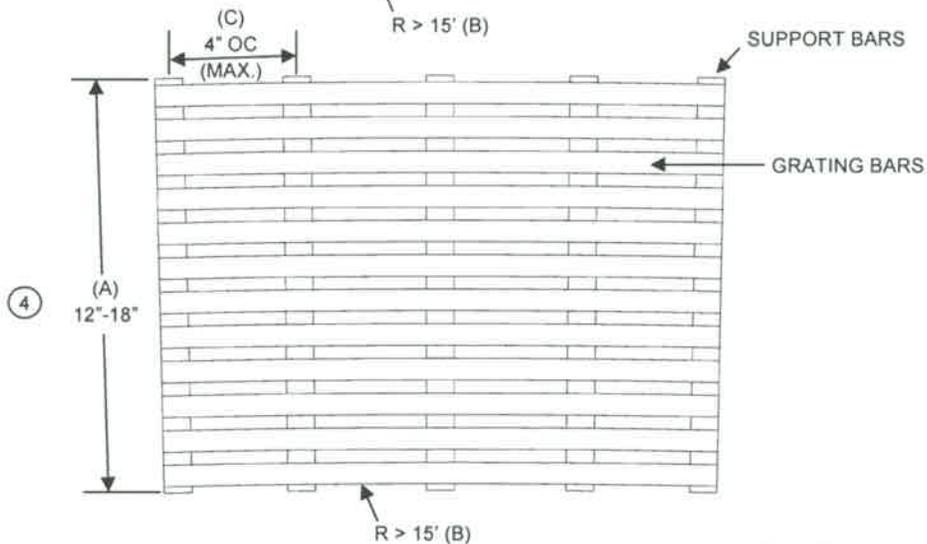
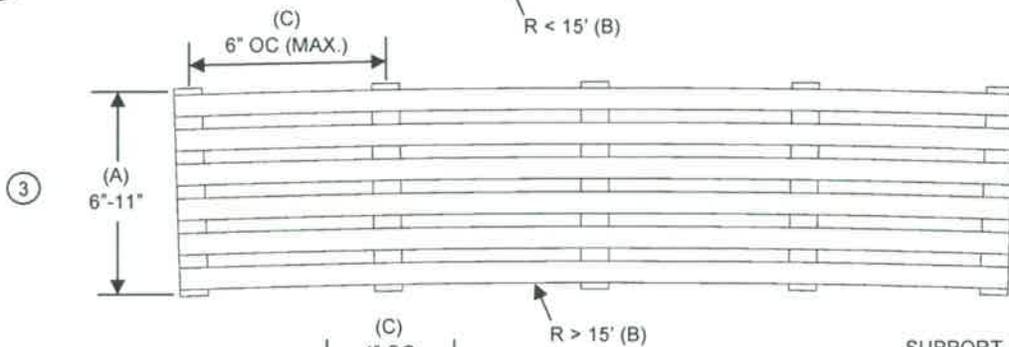
GRATING

Lawson Aquatics™ Parallel Grating – Radial 6" – 18"

Technical Data Sheet



Scenario	A Width In.	B Radius Ft.	C Support Spacing	Factory Bend	Field Bend
1	6'-11"	5'-15'	6" OC	YES	NO
2	12'-18"	5'-15'	4" OC	YES	NO
3	6'-11"	>15'	6" OC	ON REQUEST	YES
4	12'-18"	>15'	4" OC	ON REQUEST	YES



R 4/1/13

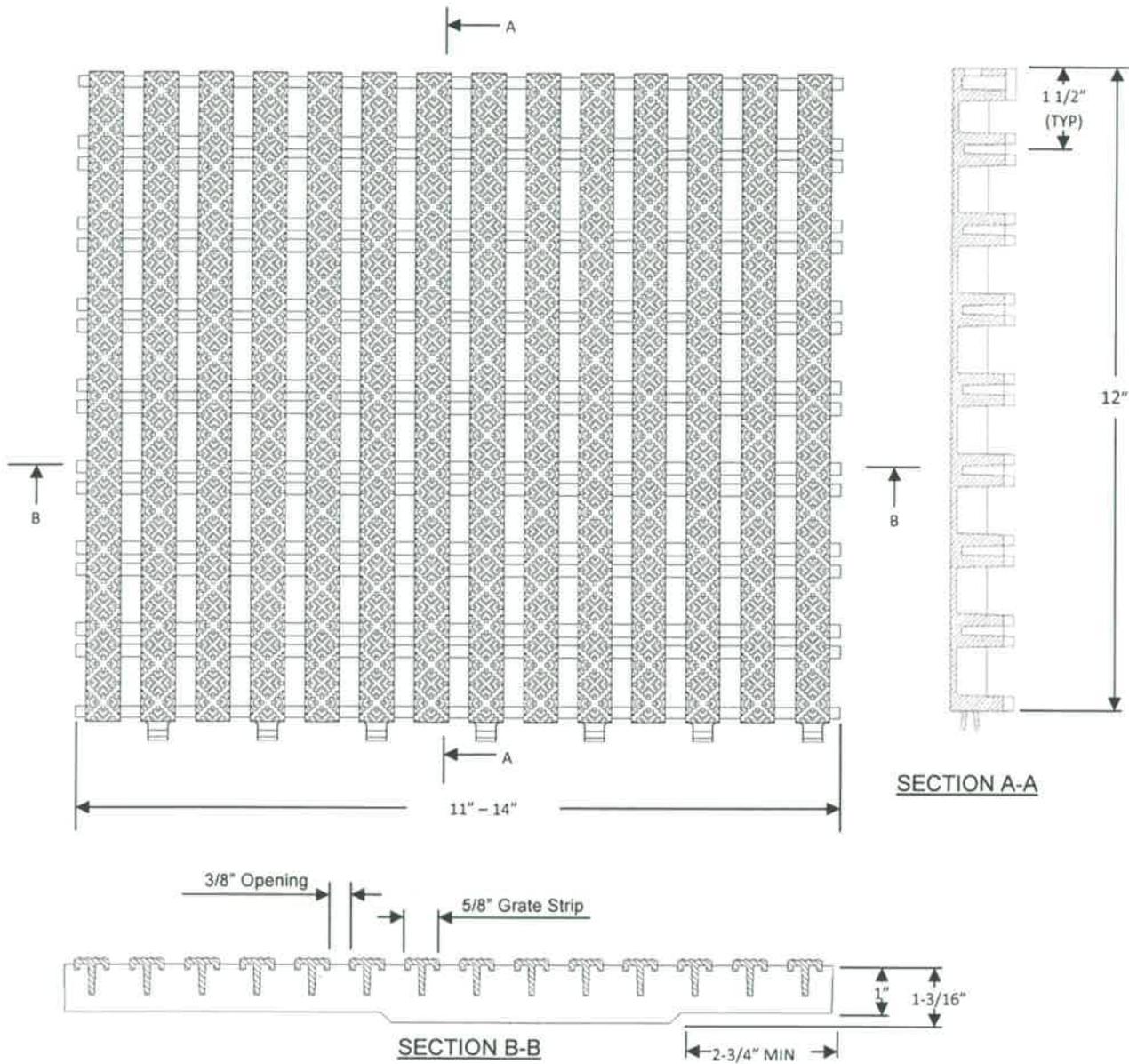


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GRATING

Lawson Aquatics™ Parallel Grating – Straight 11” – 14”

Technical Data Sheet



GRATING SIZES	
Part Number (White)	Description
PA-11-WT	Grate Parallel 11"
PA-12-WT	Grate Parallel 12"
PA-13-WT	Grate Parallel 13"
PA-14-WT	Grate Parallel 14"

Parallel Grating - Straight

All drawing dimensions supplied by Neptune-Benson, LLC are for reference only. All cad files were created using AutoCAD file format (*.dwg) and are presented as a service to our customers. Errors sometimes occur during this process and with software incompatibility upon opening a file. Neptune-Benson, LLC and/or any authorized distributor of our products will not be held responsible for problems arising from files which have been converted and does not warranty the documents against deficiencies or typographical errors of any kind. We recommend that all measurements are verified with actual physical product before any custom fabrication in the field occurs.

R 4/1/13



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QuietFlow®

Designed to capture and disperse water surge in a matter of inches and speed flow rate.

To meet the requirements of indoor and outdoor commercial pools, competition pools and the most distinctive pool designs in the aquatics industry, Lawson Aquatics™ has designed a high tech, high performance system of parallel grating (patent pending), either straight or radius, that follows the contours of any rim-flow pool design.

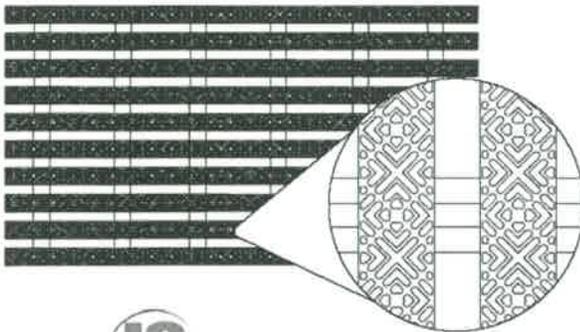
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FEATURES

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- Available in 3 standard colors – White, Gray, and Bone.
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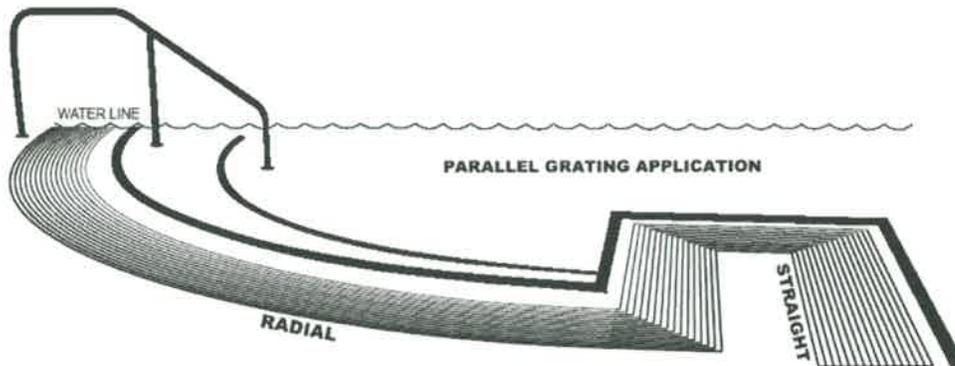
SPECIFICATIONS

Size	11" to 14" widths in 1" increments
Material	PVC
Surface	Non-Skid surface
Grate	White, Gray and Bone
Open Area	37.5%
Rating	ASTM G-154 750 Hours UV ASTM C-1028 static coefficient of friction, wet and dry ANSI/APSP-16



Exclusive Lawson Design

SuperGrip™



STRAIGHT

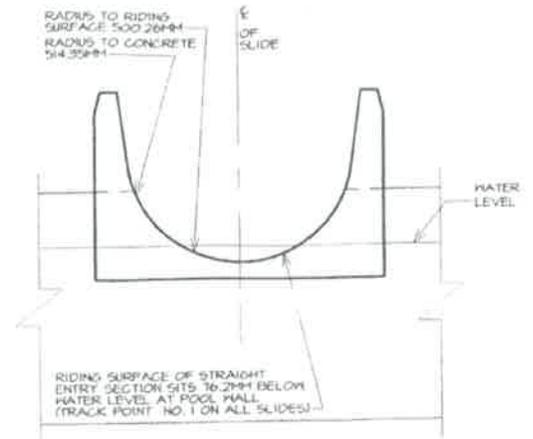
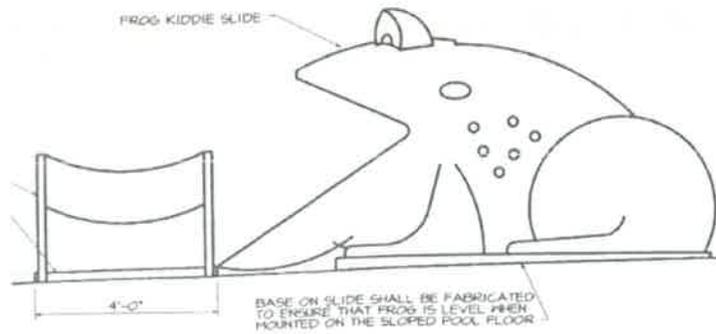
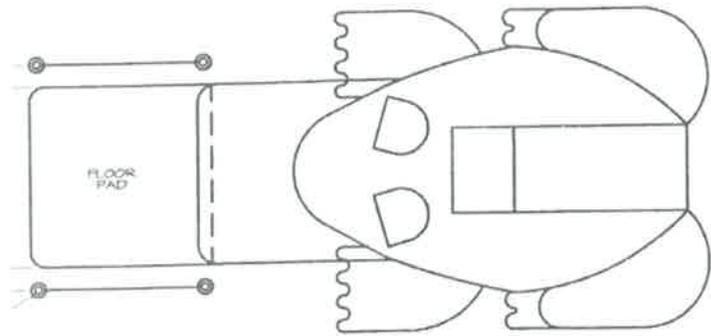
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R 4/1/13

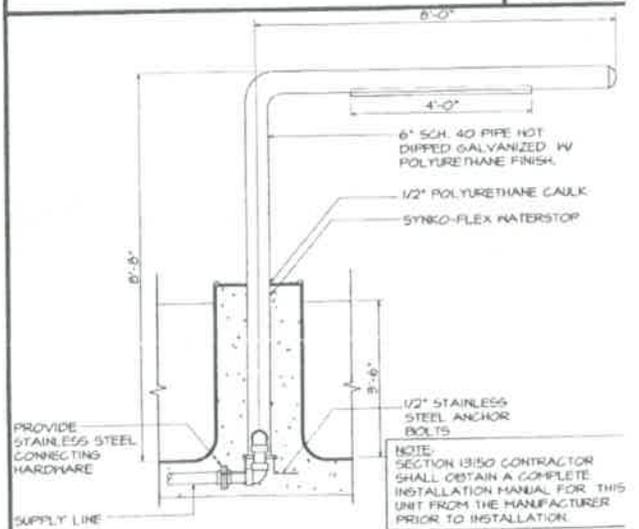
3. FLOOR
ANCHORS
SPECIFICATIONS.



**GIANT TWISTER / STRAIGHT ENTRY
INSTALLATION DETAIL**

PL1.21-4

SCALE: 1" = 1'-0"



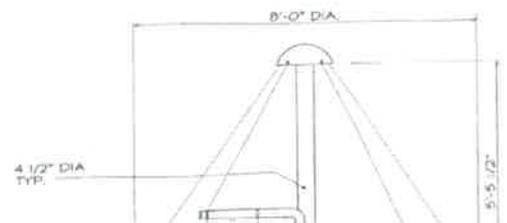
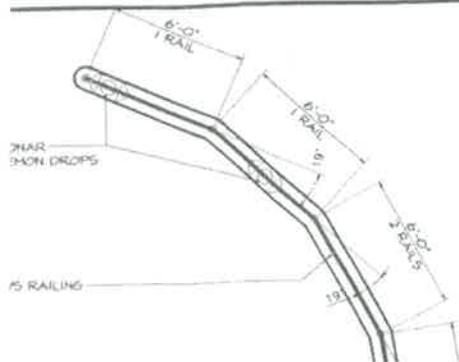
PL1.21-7

SCS WATER CURTAIN DETAIL

PL1.21-5

SCALE: 1/2" = 1'-0"

SCALE: 1/2" = 1'-0"





Lion Slide Model 1800-38

Specifications

Model: 1800-38

Slide Run: 6'

Dimensions: 10' long x 6' high x 5' 6" wide

Features

- All Fiberglass construction
- Gently rounded edges
- Non-slip surface on steps
- Grounded stainless steel handrails
- Hollow body
- Slide can be wet or dry
- Easy water hookup inside
- Water sprays on slide
- Flanges at bottom for easy installation
- Variety of colors



PO Box 270, Baker City, OR 97814 (541) 523-0224 (800) 252-8475 www.naturalstructures.com - info@naturalstructures.com

*Space requirements may vary with options chosen.

May 2011

RFB-16-17 EXHIBIT 5