


Johnstown Recreation Center Interior Pool Area Moisture Related Restoration RFP



Operated by the YMCA of Northern Colorado 



YMCA – Interior Pool Area Moisture Related Restoration RFP

1. Introduction

1.1. The Johnstown Community Center (Johnstown YMCA) Overview

The Johnstown Community Center is a state-of-the-art recreation facility which includes a fitness center, a preschool, an aquatics center, community event spaces, sports fields, multipurpose rooms, and much more. The recreation center is operated by the YMCA of Northern Colorado (“YMCA”). The YMCA will bring to the area fitness and wellness resources, classes and programs; swim lessons and aquatics programs; youth sports; preschool, summer camps, before- and after-school care, as well as other youth programs.

The YMCA is a nationally chartered and locally led community service organization. The YMCA operates a number of facilities including the Johnstown YMCA.

1.2. Objective

The primary objective of this Request for Proposal (RFP) is to solicit pricing and recommendations from experienced contractors (“Contractor”) for the interior pool area moisture related restoration project. Participating Contractors are expected to respond to this RFP as outlined herein. Should a Contractor choose to provide additional services or alternative quotations, this information must be provided for and priced **separately** from the base of the proposal otherwise the Contractor’s proposal may be disqualified.

The successful bidder shall be required to provide all base bid scope items and any add-alternates selected by the Johnstown Town (the “Town”) as described below and in accordance with Attachment A – Statement of Work, attached hereto and made a part of this RFP.

The Town objectives in this RFP are:

- Demolish and remediate the pool area walls as indicated in Attachment C – Wall Demolition Sketch and restore / install an acceptable temporary wall vapor barrier.
- Minor repairs of wall moisture damaged surfaces.
- Install new wallboard, patch, and prepare for painting. Infill and patch ready for painting all demoed walls with water-resistant product.
- Paint newly installed wallboard and repair wall areas.
- Remove minor corrosion and refinish fire sprinkler piping. Add Alternate 1.
- Clean / disinfect the clean the pool dehumidification unit (PDU) to address and potential accumulated biofilms. Add Alternate 2.

1.3. Timetable

The following events are tentatively scheduled for this bid.

Date	Description
April 10, 2023	RFP Issued
April 11, 2023 - 1 PM	MANDATORY Site Walks
April 14, 2023	Latest RFP Questions Accepted
April July 17, 2023	Publish Q&A Document
April 25,2023	RFP Proposal Deadline
May 1 – May 15, 2023	Negotiations
May 16, 2023 (or earlier)	Award / NTP of contract
May 16, 2023	Contract Start Date

1.4. Communications Guidelines

Failure to follow these Communications Guidelines may result in rejection of the response and the bidder being eliminated for any further consideration for providing the Services.

Contact with the Town / YMCA personnel pursuant to this RFP and any information regarding the Services shall be restricted to the Town / YMCA Contact person identified below. Only those communications that



are in writing from the Town / YMCA Contact may be considered as a duly authorized expression on behalf of the Town / YMCA. The Town / YMCA will recognize only communications from the Bidder Contact as identified in Bidder’s response, as duly authorized expressions on behalf of the Bidder.

1.4.1. The TOWN / YMCA Contact Information

Name / Title	Role	Contact Info
RD3, Inc	Town Owner’s Representative	Cell: 303 870 7544 Fax: 720 746 2890 Email: rob@rd3inc.com

1.4.2. Cost Discussions

Bidders shall not discuss the RFP or pricing with any employee or representative of the Town / YMCA unless specifically requested by the Town / YMCA Contact to do so.

1.4.3. Reliance On Oral Comments

For purposes of this RFP and questions concerning the RFP, no bidder shall consider any oral representations or statements by an officer, employee, or agent of the Town / YMCA to be an official expression of its behalf unless such oral representation or statement is authorized by the Town / YMCA Contact in a written communication. Any attempt to circumvent this process may result in immediate disqualification from the evaluation process.

1.5. Duration of Offer

Proposals must be valid for a minimum of 180 days following the submission of this RFP.

1.6. Term of Contract

The YMCA intends to award a painting contractor a fixed price contract ending upon completion of all included properties.

1.7. Mandatory Site Walks

1.7.1. Mandatory Site Walks will be held starting at **1 PM MST on April 11, 2023**, and will continue until all facilities have been visited. The site walk will be conducted at the YMCA Johnstown located at 165 Settler Way, Johnstown, CO 80534.

2. Response Instructions

2.1. Format of Response

2.1.1. All proposals must be in Microsoft Word or PDF (no security / blocked copying enabled) formatted for 8.5x11” paper and contain a table of contents delineating responses to each section. Proposals must be organized in the format identified herein. Each section must contain all items in the sequence identified. The proposal must also provide the names, titles, phone numbers, and email addresses of those individuals with authority to negotiate and contractually bind the company. Please provide:

- One (1) emailed copy of the response to rob@rd3inc.com.
- A response to each question in Section 5.
- Completed Attachment B – Pricing Worksheet. Pricing Worksheets is to be completed in its entirety without alteration. Contractors may not revise bid forms to reflect their interpretation of the RFP / specifications. Failure to do so may mean rejection of the Contractor's bid proposal. A copy of the Attachment B excel file will be included with the Contractor’s response.
- Any exceptions to Attachment C - Standard Service Agreement. Only those terms and conditions identified as exceptions will be considered for negotiation. **Note: Requests for excessive and significant changes to the Service Contract may disqualify participating firms.**
- **Note that elaborate or voluminous submittals are not desired. Standard brochures or catalogs may be used if they provide the requested information.**

2.1.2. Responses to this RFP must be received no later than **April 25,2023** to be considered.

One (1) copy of RFP responses should be sent to:



Interior Pool Area Moisture Related Restoration RFP

Robert de Grasse
Email: rob@rd3inc.com

2.2. Submission of RFP Questions

- 2.2.1. Please direct all questions in writing via email to rob@rd3inc.com no later than **April 14, 2023, 4:00 PM**.
- 2.2.2. Questions received will be responded via email with copies to all bidders by EOB April 17, 2023.

3. RFP Terms and Conditions

In submitting a response to this RFP, respondent acknowledges and accepts the following conditions, and makes the following representations:

3.1. Disclaimer

This RFP is not an offer to enter into a Contract but is merely a request for the Contractor to submit information. Expenses incurred in responding to this request are the responsibility of the Contractor. All materials submitted become the property of the YMCA. The YMCA reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information.

3.2. Confidentiality

This RFP is confidential and for the sole use of Contractor's preparation of a proposal. By Contractor's acceptance hereof, Contractor agrees:

- 3.2.1. Not to disclose, copy or distribute this RFP in whole or in part to persons other than Contractor's employees and agents who are authorized by nature of their duties to receive such information.
- 3.2.2. To return any YMCA confidential or proprietary materials upon request.
- 3.2.3. Not to use any information in this RFP or any other materials related to the business affairs or procedures of YMCA and/or any of its affiliates for Contractor's advantage, other than in performance of this RFP.

3.3. Additional Terms and Conditions

- 3.3.1. Ownership of Proposals – All proposals in response to this RFP are to be the sole property of the Town. The Town reserves the right to accept or reject any or all bids without prejudice if they deem it is in the best interest of the company. Town also reserves the right to negotiate contract terms with one or more bidders as they see fit.
- 3.3.2. Oral Contracts – Any alleged oral contracts or arrangements made by a respondent with any employee of the Town will be superseded by the written contract.
- 3.3.3. Amending or Canceling Requests – Town reserves the right to amend or cancel this RFP, at any time, if it is in the best interest of Town.
- 3.3.4. Rejection for Default or Misrepresentation – Town reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
- 3.3.5. Town Clerical Errors in Awards – Town reserves the right to correct inaccurate awards resulting from clerical errors.
- 3.3.6. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP. Please note that bids received after the above stated deadline may be rejected and considered disqualified, and no faxed bids will be accepted.
- 3.3.7. Presentation of Supporting Evidence - If requested, respondent(s) shall present evidence of experience, resources, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the proposals.
- 3.3.8. Consistency in Submissions - The original emailed RFP submission of the Proposal will prevail in the case of a discrepancy between the electronic and hardcopy versions of the document.
- 3.3.9. Changes to Proposals - No additions or other changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the Town may be required at the sole expense of the respondent.
- 3.3.10. Collusion - In submitting a proposal, the respondent implicitly states that the proposal is not made in connection with any competing respondent submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that no employee of the Town, or its agents involved in this RFP process, participated directly in the respondent's proposal preparation.



Interior Pool Area Moisture Related Restoration RFP

- 3.3.11. **Incurred costs** - Town shall not be liable for any costs incurred by the respondent in the preparation of this RFP.
- 3.3.12. **Subcontractors** - The use of subcontractors must be clearly identified and explained in the proposal. The prime Contractor shall be wholly responsible for the performance of the contract in its entirety whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The prime Contractor shall indemnify and hold Town harmless from any and all activities related to the services provided by their subcontractor(s) under the contract.
- 3.3.13. **Terms of Award:** The contract will be awarded to a responsible Bidder at the sole discretion of the Town after consideration of the quality of service, price and other factors that Town deems relevant to the service to be performed. Prospective Bidders must have a satisfactory record of contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the contract. By submitting this proposal, Bidder warrants that it is legally authorized to do business in the state, is in compliance with all applicable laws and regulations, is not prohibited from doing business with Town by law, order, regulation, or otherwise, and the person submitting the proposal on behalf of the Bidder is authorized by the Bidder to bind it to the terms of the proposal. In addition to the factors already set forth, Town will evaluate the adequacy of the Bidder's proposal according to the following criteria:
- The Bidder's understanding of the work, its purpose and scope as evidenced by the proposal submitted.
 - Service capabilities and quality – based on strength of service network and satisfaction reported by current customers
 - Delivered price
 - Service network – ability to provide service throughout a region or the country
 - Performance guarantee
 - Demonstrated background, knowledge, and successful experience of the respondent and respondent's staff, including its subcontractors, in providing identified services.
 - Bidder's administrative management experience and abilities as demonstrated in the policies and procedures included in the respondent's work plan, if provide.
 - Bidder's demonstrated level of commitment and ability to provide all services outlined in this RFP.
 - Bidder's financial stability.
 - References, whether provided by bidder or identified by the Town.
 - Competitiveness of Price Proposal.
 - Results of interview (telephone or in person), if necessary.

Town intends to select the contractor(s) who provide the best total value. Following an initial review of the proposals, bidders will be contacted for clarification if needed. The proposals and responses to the clarification questions will be reviewed with the evaluation team and one or two contractors will be selected for contract negotiation. It is the intent of the Town to award the base bid contract to a sole Contractor, however, Town reserves the right to award the add alternates separately based upon the best business interest of the Town.

4. Attachments

Attachment A – Statement of Work

Attachment B – Pricing Worksheet (sample included in the RFP – Microsoft Excel Workbook provided separately).

Attachment C – Wall Demolition Sketch

Attachment D – Link to Construction Documents

Attachment E – Sample Construction Services Contract

Attachment F – Mold Report, Johnston YMCA

5. Required Responses

This section outlines the requirements that your organization is requested to address in order to comply with this RFP. It is important that you follow the format presented here.

5.1. Cover Letter

Outline the operational, customer service and technical contacts within your organization. Include phone numbers, facsimile numbers and email addresses. In addition, this letter shall include a statement by the respondent accepting



all terms and conditions contained in this RFP and a brief discussion of the respondent's ability to perform this contract in accordance with the Statement of Work.

5.2. Company Profile

Provide the following general information about your company.

- 5.2.1. Company Name
- 5.2.2. Address
- 5.2.3. Telephone number
- 5.2.4. Tax Identification Number
- 5.2.5. Age of company
- 5.2.6. Size of company
- 5.2.7. Year and State of Incorporation, if relevant.

5.3. Relevant Experience

- 5.3.1. List the specifically relevant comparable projects in which directly comparable services are provided.

5.4. Project Team

- 5.4.1. Identify all key personnel designated to work on this contract, if they have relevant background and experience, and their areas and levels of responsibility. Provide names for all key personnel assigned to the work to be performed.
- 5.4.2. Clearly identify any proposed subcontractors and the work they shall perform.

5.5. Work Plan

Describe your opinion of the minimum State requirements (sight statue) for the demolition of the pool interior walls.

One of the primary goals of the Town is to determine the most efficient method and reduce the overall costs of delivery of the scope of work while receiving the most durable product possible.

Provide any cost savings or alternate product opportunities are defined as those opportunities resulting in direct budget dollar reductions realized by the Town. cost savings or alternate product opportunities must be provided separately from the outlined RFP deliverables (to not replace the RFP described herein). Cost Implementation of any cost saving proposal is solely at Town discretion.

5.6. Mandatory Questions

- 5.6.1. Provide at least three (3) specific current client references where you have undertaken projects of this size and complexity. Provide name of project, location, total budget, year completed, and customer POC (number and email).

5.7. Price Proposal

- 5.7.1. Using Attachment B—Excel Pricing Worksheet, provide all of the information requested. Failure to use of complete the Pricing Worksheet are grounds for Contractor disqualification. Attachment B excel file will be included with the Contractor's response.
- 5.7.2. Additional pricing items outlined in Attachment B:
 - Provide labor rate schedule.
 - Provide unit pricing.
 - Provided payment terms including any early payment discounts that would apply.
 - Clearly define all other fees, if any, which may be incurred by the Town during the term of the contract. The RFP Attachment B costs are to be fully inclusive.