Request for Proposal

Asphalt Parking Lots Repair, Sealing, Crack Filling and Line Striping
At Estes Park Golf Course

Estes Valley Recreation and Park District
666 Community Drive
P.O. Box 1379
Estes Park, CO 80517

Released: February 1, 2019
TABLE OF CONTENTS

INVITATION TO SUBMIT PROPOSALS .................................. 4, 5
BACKGROUND & DESCRIPTION ............................................ 6
PROJECT COORDINATION & ADMINISTRATION ................. 7
PROPOSAL SUBMITTAL REQUIREMENTS ............................... 7
TERMS & CONDITIONS ...................................................... 7-9
COLLUSIVE OR SHAM BIDS ................................................. 9
SALES PROHIBITED/CONFLICT OF INTEREST .................... 9
SPECIFICATIONS, CRITERIA, & AWARD NOTIFICATION ........ 9-11
SELECTION AND PERFORMANCE SCHEDULE ...................... 11
NON-COLLUSION STATEMENT ............................................ 12, 13
BID FORM ........................................................................ 14
REQUEST FOR PROPOSALS
Asphalt Parking Lots Repair, Sealing, Crack Filling And Line Striping Estes Park Golf Course

INVITATION TO SUBMIT PROPOSALS:
The Estes Valley Recreation and Park District (EVRPD) is seeking proposals from suitably qualified companies to perform repair, crack filling, sealing and line striping at the Estes Park Golf Course parking lot located at 1480 Golf Course Road Estes Park CO 80517

This request for proposals was released on February 1, 2019.

Copies of the RFP and contract documents may be obtained from the EVRPD Maintenance Facility 1482 Golf Course Road, Estes Park, CO 80517
The complete document is also available at www.evrpd.com/district-information/projects-to-bid

Submission of Proposals
Two (2) copies of proposal documents shall be sealed and mailed to:

EVRPD - Estes Park Golf Course Attn: John Feeney
P.O. Box 1379
Estes Park, CO 80517

Proposals can be delivered in person to the EVRPD Maintenance Facility 1482 Golf Course Road, Estes Park, CO 80517

• Sealed proposals must be received by 1:00 pm Mountain Standard Time (MST) on Friday February 15, 2019 at the EVRPD Maintenance Facility 1482 Golf Course Road, Estes Park, CO 80517. Proposals received after this time will not be accepted.
• All Proposals must be sealed in a package clearly marked with the proposer’s name and “Estes Park Golf Course Asphalt Parking Lots Repair, Sealing, Crack Filling and Line striping Proposal”
• Faxed and Email Proposals will not be accepted

Proposals will be opened publicly and read to all those present on Friday February 15, 2019 at 1 PM, at EVRPD Maintenance Facility 1482 Golf Course Road, Estes Park, CO 80517. Individuals/Owners submitting proposals are invited, but not required, to attend the opening.
Sole responsibility rests with the individual/owner to see that their proposal is received on time at the stated location.

Estes Valley Recreation and Park District reserves the right to reject or waive any or all, or any part of any formalities or informalities, and to award the proposal to the firm deemed to be in the best interest of EVRPD, including proposals that will provide the best vehicles and price for the project as determined by EVRPD in its sole discretion and judgment. Proposals received after the specified time of proposal closing will be returned unopened.

All correspondence and questions regarding this RFP should be directed to John Feeney, Manager of Maintenance, John@evrpd.com, EVRPD, P.O. Box 1379, Estes Park, CO 80517; (970) 586-8170 or Mark Miller, mark@golfestes.com, (970) 586-8146 ext. 5.
I. BACKGROUND & DESCRIPTION

EVRPD is a quasi-municipal corporation and a political subdivision of the State of Colorado. EVRPD was originally created pursuant to State law as the Rocky Mountain Metropolitan Recreation District for the purpose of supplying recreation facilities and programs within its boundaries. EVRPD encompasses approximately 320 square miles in southwestern Larimer County and northern Boulder County. The current year-round population within our district is just over 11,000. EVRPD is located in a unique location home to the majestic Rocky Mountains and adjacent to Rocky Mountain National Park. Beautiful mountain vistas and endless parks and recreation opportunities create a captive visitor audience for EVRPD to serve in combination with our community residents. During the peak visitation summer season our population can increase to well over 50,000 on any given day.

EVRPD is governed by a Board of Directors, consisting of five elected officials. There are 23 full-time employees and over 100 part-time and seasonal employees that manage facilities and programs.

EVRPD provides a variety of parks and recreation facilities, services, and programs. The majority of our facilities are located in or near the Town of Estes Park. Facilities include two golf courses, a youth center, a community/rec/aquatic center, a marina, Stanley Park, Carriage Hills Park, an indoor and outdoor gun and archery range, two campgrounds, a significant trails system, and Bureau of Reclamation parklands at Lake Estes, Mary’s Lake, and East Portal. In addition to maintaining these facilities, EVRPD provides community recreation programs and special events for youth and adults of the District and visitors.

Estes Valley Recreation & Park District (EVRPD) operates the Estes Park Golf Course located at 1480 Golf Course Rd., Estes Park, CO 80517. The golf course is on the Town of Estes Park land and EVRPD has a lease agreement with the town to manage and care for the property.

II. PROJECT COORDINATION AND ADMINISTRATION

The Estes Valley Recreation and Park District will respond to all questions in writing. Correspondence will be shared with all known firms indicating interest in this project. Questions may be submitted by email, or postal mail. Questions must be received no later than five (5) business days prior to the proposal due date. All questions must be submitted in writing and should be addressed to:

Primary:  
John Feeney, Manager of Maintenance  
Estes Valley Recreation and Park District  
PO Box 1379  
Estes Park, CO 80517  
john@evrpd.com  
Fax: 970.586.8170

Secondary:  
Mark Miller, Manager of Golf Service  
Estes Valley Recreation and Park District  
PO Box 1379  
Estes Park, CO 80517  
mark@golfestes.com  
Fax: 970.586.8193
III. **PROPOSAL SUBMITTAL REQUIREMENTS**

No person, firm, or corporation shall make or file more than one proposal for this contract.

Proposals must be sealed, addressed, (please state on the envelope “Estes Park Golf Course Asphalt Parking Lots Repair, Sealing, Crack Filling and Line striping Proposal”) and deposited with the EVRPD at the following location before the proposal opening on Friday February 15, 2019 at 1:00 p.m. MST at EVRPD Maintenance Facility 1482 Golf Course Road, Estes Park, CO 80517

A proposal may be withdrawn at any time prior to the proposal opening.

Required Documents – the following shall be submitted with the proposal:

1. A Proposal Bid Form
2. A company profile, history and list of references
3. The Non-Collusion Statement
4. Proposed work schedule

IV. **TERMS AND CONDITIONS**

A. **Proposal Terms:**
   The Estes Valley Recreation and Park District (EVRPD) reserves the right, upon notice, to change the submission deadline or to issue amendments to the RFP anytime or to cancel or reissue the RFP at any time without penalty. EVRPD reserves the right to accept or reject any and all proposals or parts and to waive any technicalities or irregularities as determined by EVRPD. Further, EVRPD is not liable for any costs incurred by the proposer including, but not limited to the costs for the preparation of the RFP and attendance at any presentation or meeting with EVRPD representatives.

B. **Proposal Errors:**
   EVRPD will not be responsible for any error or omission in the information provided, nor for the failure of the proposer to determine the full extent of the effort necessary to provide the requested services. The proposal shall be prepared and submitted in accordance with the provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance or limitation of, from, or to a proposal will be sufficient grounds for non-acceptance of the proposal.

C. **Late Proposals:**
   Proposals received after submission deadline will be considered void or unacceptable. EVRPD is not responsible for delay of receipt, such as the non-delivery of U.S. mail or by carrier. The date/time stamp in EVRPD’s Administration Office shall be the official time of receipt.

D. **Altering Proposals:**
   Proposals cannot be altered or amended after the submission deadline. Any interlineations, alteration, or erasure made before the opening time of proposals must be initialed by the signer of the bid, guaranteeing authenticity.
E. **Withdrawal of Proposal:**
   A proposal may not be withdrawn or canceled by the proposer without written permission of EVRPD.

F. **Conditional Proposals:**
   Conditional proposals may be rejected as non-responsive.

G. **Proposal Ownership & Additional Information:**
   All proposals and accompanying documentation shall become the property of the EVRPD. Submission of a proposal constitutes proposer’s acceptance of the procedures, evaluation criteria and RFP instructions. EVRPD reserves the right to solicit additional information or proposal clarification from anyone submitting a proposal, should the EVRPD deem such information necessary.

H. **Reading of Proposals:**
   Proposals will be received and publicly acknowledged in the EVRPD Maintenance Facility on February 15, 2019 shortly after 1:00 p.m. MST. Proposers, their representatives and interested persons may be present.

I. **Sales Tax:**
   Estes Valley Recreation and Park District is exempt by law from payment of Colorado Sales Tax and Federal Excise Tax.

J. **Conflict Of Interest:**
   No EVRPD official shall have interest in the contract.

K. **Ethics:**
   The proposer shall not offer or accept gifts of value nor enter into any business arrangement with any employee, official or agent of EVRPD.

L. **Addenda:**
   Any interpretations, corrections, or changes to the RFP will be made by addenda. Sole issuing authority of addenda shall be vested by the EVRPD Manager of Maintenance. Addenda will be emailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

M. **Law Compliance:**
   Proposals must comply with all federal, state, county and local laws concerning this type of service.

N. **Required Documentation:**
   The proposer shall provide all documentation required by this RFP. Failure to provide this information may result in rejection of the proposer’s proposal.
O. Colorado State Law Governance; Non-Appropriation of Lease Payments:
Any Agreement issued as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Colorado. All lease payments by EVRPD shall be subject to annual appropriation by EVRPD’s governing Board of Directors in accordance with Article X, Sec. 20 of the Colorado Constitution (“TABOR Amendment”). In the event of such non-appropriation, EVRPD shall give notice of the event to the Lessor no later than December 1 of the fiscal year prior to the year for which non-appropriation is made. EVRPD shall preserve the carts for pickup by the Lessor within 14 days of such notice.

V. COLLUSIVE OR SHAM BIDS
Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such bid is genuine and is not a collusive or sham bid.

VI. SALES PROHIBITED/CONFLICT OF INTEREST
No officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have financial interest in the sale to the EVRPD of any real or personal property, equipment, material, supplies, or services. This rule also applies to subcontractors with the EVRPD. This shall not apply to members of any authority, board, committee, or commission of the EVRPD. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the EVRPD is prohibited. Any individual/owner knowing of this type of activity is encouraged to report it in confidence to the Executive Director of the EVRPD, or the President of the EVRPD Board of Directors.
VII. SPECIFICATIONS, CRITERIA, & AWARD NOTIFICATION

Proposals will be evaluated as follows:

The bid form is separated into 4 sections: North Parking Lot (1), West Parking Lot (2), Cart Return (3) and Behind Club House (4). The bid form will include separate prices for crack filling, surface sealing, infrared patch, remove/replace patch and line striping for the different parking lot sections. Repair of potholes/deteriorated areas will require either infrared patch or remove and replace patch. The contractor may bid on one or both methods of repair. The Cart Return and Behind Club House will only require crack filling.

- Some line items may be deducted based on budget availability.
- All parking lot surfaces shall be power cleaned removing all loose gravel, asphalt, debris and vegetation.
- Bid to include two (2) coats of seal coating.
- Where the asphalt sealing abuts concrete curbing or concrete flat work, special care shall be taken to prevent the asphalt sealer from spraying or being applied to the concrete. Provide a clean, neat application. Failure to do so may result in price deductions.
- Contractor will be responsible to acquire all necessary permits and licenses.
- Contractor will be properly insured and bonded.
• Contractor will be responsible for traffic control. EVRPD will not be responsible for damage to work due to traffic or wildlife
• Striping will match existing widths and lengths
• Facilities open for business April 1, 2019. Alterations in work schedules may be made to accommodate parking.
• Contractor will attach a proposed work schedule including proposed completion date. Night work may be considered.
• The parking lot area square footages are approximates and all contractors shall make their own field measurements prior to bidding. Your bid shall be based on the actual field measurements and not on the approximate amounts of the square footages involved. No extras will be allowed because of the difference between the EVRPD supplied square footages and the actual field measurements of the contractors. Each contractor shall supply the actual field measurements that they have recorded for each parking lot on the proposal form where indicated.

Contractors shall include with their proposal a company profile and history, company and individual qualifications, and a listing of references including contact names, email and telephone numbers.

EVRPD is a tax exempt entity

A review committee will review the written proposals. The committee will submit their recommendations to the EVRPD Board of Directors. The EVRPD Board of Directors will make the final decision as to who is awarded the bid. This award is tentatively scheduled to occur at the regular monthly Board meeting on February 19, 2019 at 6:00 p.m. at the Estes Park Community Center, or a special board meeting at an earlier date to award the bid. All vendors who have submitted bids will be notified if an earlier date is determined.

Award Notification:
The award of the agreement pursuant to the provisions of this selection will not be based solely on financial considerations. EVRPD will notify all bidders in writing within four weeks after the bid deadline of selected concessionaire. This RFP does not commit the EVRPD to award an agreement, nor pay any costs incurred in the preparation and submission of the proposal in anticipation of an agreement. EVRPD reserves the right to reject any or all, or any part, to waive any formalities or informalities, and to award the proposal to the individual/owner deemed to be in the best interest of the EVRPD. Once the successful individual/owner is selected, the agreement will be negotiated and finalized within ten (10) calendar days.

VIII. SELECTION AND PERFORMANCE SCHEDULE
The following is the anticipated schedule of events for the RFP process:

<table>
<thead>
<tr>
<th>Event Type</th>
<th>Date/Time Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Available</td>
<td>February 1, 2019</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>February 15, 2019 1:00 p.m. MST</td>
</tr>
<tr>
<td>Proposals Publicly Read</td>
<td>February 15, 2019 shortly after 1 p.m.</td>
</tr>
</tbody>
</table>

Anticipated Notice of Award February 22, 2019 at 6:00 p.m. MST
NON-COLLUSION STATEMENT

_________________________________________________________________________, being first sworn, deposes and says that:

1. He/she is the _________________________________________________

   (Owner, Officer, Partner, Representative, or Agent)

   of _____________________________________________, the bidder that has submitted the attached bid.

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

3. Such bid is genuine and is not a collusive or sham bid.

4. Neither the said bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties of Interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in conjunction with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person or fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the EVRPD, or any person interested in the proposed contract.

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

   Signed: ________________________________

   Title: ________________________________

Subscribed and sworn to before me this _____ day of ________________ A.D., 20____

   Signed: ________________________________

   Title: ________________________________

Commission expires: _______________________________
## IX. BID FORM:

### North Parking Lot (1)

<table>
<thead>
<tr>
<th>Work</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Filling</td>
<td>$</td>
</tr>
<tr>
<td>Infrared Patch</td>
<td>$</td>
</tr>
<tr>
<td>Remove/Replace Patch</td>
<td>$</td>
</tr>
<tr>
<td>Sealcoating</td>
<td>$</td>
</tr>
<tr>
<td>Striping</td>
<td>$</td>
</tr>
</tbody>
</table>

### West Parking Lot (2)

<table>
<thead>
<tr>
<th>Work</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Filling</td>
<td>$</td>
</tr>
<tr>
<td>Infrared Patch</td>
<td>$</td>
</tr>
<tr>
<td>Remove/Replace Patch</td>
<td>$</td>
</tr>
<tr>
<td>Sealcoating</td>
<td>$</td>
</tr>
<tr>
<td>Striping</td>
<td>$</td>
</tr>
</tbody>
</table>

### Cart Return (3)

<table>
<thead>
<tr>
<th>Work</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Filling</td>
<td>$</td>
</tr>
</tbody>
</table>

### Behind Clubhouse (4)

<table>
<thead>
<tr>
<th>Work</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Filling</td>
<td>$</td>
</tr>
</tbody>
</table>