

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR QUALIFICATIONS **BUCKLEY PLAYGROUND REPLACEMENT**

Issue Date: December 20, 2022

Bid Number: 22-025

Agent/Contact: Daniel Payne, City of Montrose Parks Division, dpayne@cityofmontrose.org

Submissions Must Be Received by: Thursday, February 16, 2023, at 2:00 pm Colorado Time.

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose requests proposals through the Request for Qualification (RFQ) process for supplying, delivering, and installing an ADA-accessible and inclusive 2-5-year-old playground and a 5-12-year-old playground. Proposals shall be submitted electronically to bids@ci.montrose.co.us. They will be publicly opened on Thursday, February 16, 2023, by 2:00 PM through video conference at <https://tinyurl.com/BuckleyPlayground>. Late proposals will not be accepted. It is the responsibility of the proposers to ensure that bids (including signed addenda) are submitted by the date and time listed above.

Complete bid packets can be downloaded from the City's web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website, and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities, and to disregard all non-conforming, non-responsive, unbalanced, or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration regardless of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The project is also bid according to the City of Montrose's local preference policy in effect on the date of the bid opening and detailed in the official Municipal Code of the City of Montrose, Section 1-16-4(B).

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications and shall examine any drawings that may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials, and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (mail or e-mail) request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website, and it is the Bidder's responsibility to download the addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, the addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of mailing the check or as otherwise outlined in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons or entities offering a Bid for the same items or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure the integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State, or applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of the order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the City, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the bid number and title when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder submits its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for a possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Sections, Special Conditions, Specifications, and Pricing Forms, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after issuing a Notice of Award. Costs for additional

coverage must be accounted for in the Bidder's proposal cost.

13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive automated email notifications of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing - Bidder's List.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice and must be received prior to the due time and date set forth in the Bid Solicitation. Each modification submitted must have the Bidder's name, return address, and the applicable bid number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code, and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based on their responses to the questions and requests for information in this Bid Solicitation and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders.
 - b. Re-advertise this Solicitation.
 - c. Postpone or cancel the Bid process for this Solicitation.
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation.
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.

3. A Proposal may not be accepted from, nor any contract is awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity who has failed to faithfully perform any previous contract with the City, the State, or Federal government for a minimum period of one (1) year after the previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within a such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation based on race, color, creed, national origin, handicap, or sex, or be subjected to discrimination under any contractual award administered by the City.

I. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract, that Bidder will be expected to sign, is supplied with these Bid Documents.

SPECIAL CONDITIONS

A. PRE-BID CONFERENCE

A pre-bid meeting will not be held for this project.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual.

For this bid, the contact is Daniel Payne at (970)240-1411 or email: dpayne@cityofmontrose.org

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Qualifications shall be directed by email to the individual listed above.

The deadline for receipt of questions from Bidders regarding this RFQ is Tuesday, January 24, 2023.

Responses will be prepared by the City in an addendum and published on the City of Montrose website at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following by electronic mail to bids@cityofmontrose.org by 2:00 PM on Thursday, February 16, 2023. Please include the bid number and title in the subject of the email, the proposer's name and address in the body of the email, and include the following attachments:

1. PDF of the signed bid packet proposal forms
2. PDF of the technical proposal, schedule, and cost worksheet (see the statement of work)
3. PDF of the signed bid addenda

Failure to submit a proposal in the manner indicated may cause it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

Proposals will be publicly open on Thursday, February 16, 2023, through video conference at <https://tinyurl.com/BuckleyPlayground>. Late proposals will not be accepted, and it is the responsibility of the proposers to ensure that bids (including signed addenda) arrive by 2:00 PM on the date listed above. Please join using this link, as results will be screen shared as they are opened. A call-in number will also be provided when you join using this link should your computer not have audio capabilities.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- They are a duly authorized agent of the Bidder,
- They have read the General Terms and Conditions, the Special Conditions, and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understand and accept these terms unless specific variations have been expressly listed on the Bid Proposal Form.
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____

Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include the Original with the Submission

Affix Manual signature of authorized agent.

PROPOSAL FORM - PAGE 2

Company Name: _____

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions, and any Technical Specifications in the space provided below, provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

PART 1 — GENERAL ITEMS

1.1 PROJECT DESCRIPTION AND BACKGROUND

The City of Montrose Parks Division is requesting qualifications statements from qualified playground equipment manufacturers and/or vendors to design, deliver, and install playground equipment for Buckley Park, as detailed in this Request for Qualification (RFQ). The City is looking for unique, inclusive play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development.

1.2 DESIGN STANDARDS/BASIS

Equipment design shall be designed with a focus on safety, inclusiveness, and fully compliant with the Americans with Disabilities Act (ADA), the International Play Equipment Manufacturers Association (IPEMA), the American Society of Testing Materials International (ASTM), and The U.S. Consumer Product Safety Commission (CPSC) playground safety standards.

1.3 PROJECT BUDGET AND FUNDING

The City of Montrose has budgeted \$420,000 for the design and construction of two playgrounds for Buckley Park.

1.4 INSURANCE AND BONDING REQUIREMENTS

Insurance requirements for this project are outlined in a sample contract included with the bid documents.

A payment and performance bond will be required for the construction of this project, as outlined in the attached sample contract. A letter of credit will not be allowed as a substitute for the bonds.

PART 2 — SCOPES OF WORK

The scope of work described in Sections 2.1 and 2.2 below would be performed by the design-build team. This work would be split into two primary tasks: (1) design development and (2) project construction. Costs for design development would be negotiated and completed on a time and materials, not-to-exceed basis with the selected contractor. Once design development is complete, the parties would enter negotiations to develop a guaranteed maximum price (GMP) for the completion of the project's construction. Development of the GMP would be performed through an open book process to include estimates of quantities, equipment and labor rates, productivity estimates, overhead/profit, etc. Authorization for each task would be dependent on successful cost negotiations.

The scopes of work discussed below are intended to capture all tasks necessary to allow for bidding and construction of the proposed projects. However, the potential for tasks required to be omitted from the scope of work provided exists. Proposers are encouraged to identify in their proposal any additional tasks (incl. pricing) they feel would be necessary to complete the project designs.

Scopes of work are separated into two phases for design and construction, as discussed below. A single contract will be issued for both phases.

2.1 Phase 1 – Design Services

Provide a design package with the following:

- A. 5–12-year playground
- B. 2–5-year playground
- C. Existing 2-bay swings (40' x 44' Use Zone)
- D. Existing 1-bay toddler swing (30' x 26' Use Zone)
- E. Existing metal slide (31' x 14' Use Zone)
- F. Existing boulders. (12' overlapping Use Zone)
- G. Partial area utilizing pour-in-place surfacing
- H. Wheelchair-accessible ramps
- I. Inclusive intergenerational games
- J. Accommodate public input into the design by attending a public meeting

The City can move existing elements within the playground area to allow for new components.

2.2 Phase II – Construction Services

Following completion of design development, the design-build team would prepare a final scope of work and GMP for construction that is anticipated to include the following at a minimum: Measurements are estimated only. The Contractor is to verify quantities.

- A. 5–12-year playground components to include:
 - a. Slides
 - b. Climbing elements
 - c. Wheelchair ramp compliant with ADA Standards

- d. ASTM Use Zone to fit in an 85' by 65' area
 - e. Minimum of 20 play events
 - B. 2–5-year playground components to include:
 - a. Slides
 - b. Climbing elements
 - c. Wheelchair ramp compliant with ADA Standards
 - d. ASTM Use Zone to fit in a 45' by 35' area
 - e. Minimum of 10 play events
 - C. Surfacing
 - a. 15% pour-in-place surfacing
 - b. 85% Engineered Wood Fiber (EWF) Provided by the City
 - D. Final site and adjacent property restoration.
 - a. Include restoration of all disturbed areas within and outside the project area and staging areas to pre-project condition and final grading to match adjacent improvements.
 - E. Site Control
 - a. Provide fencing and signage to protect the construction site and the community from hazards that may exist during construction.

2.3 Project Management and Meetings

- A. Prepare monthly invoices with cover letters summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.
- B. Attend in-person design review meetings at the project kickoff, conceptual design, and final suitable-for-construction plan set.
- C. Attend weekly project construction meetings with the City to discuss project progress and any design/construction issues that arise.
- D. Attend an in-person public meeting to gather input from community members.

2.4 City of Montrose

- A. City will remove existing playground components; move the swings, the slide, and the singing rocks; replace hardware and paint the swings and the slide; install curbing around the playground; and install new Engineered Wood Fiber (EWF).
- B. Public Outreach. The City will communicate and promote construction to the public through the City website and public notices.
- C. Timely reviews. The City will perform a review promptly and get approvals or revision notes returned to the Contractor as soon as possible.

PART 3 – PROPOSAL FORMAT, SCHEDULE, AND SELECTION

3.1 SUBMITTAL REQUIREMENTS

The Contractor shall prepare and submit a qualifications statement/work plan to include the following information:

- A. Contractor Description
 - a. A complete description of the capability and history of the contractor.
 - b. Number of years in business
 - c. Location of office servicing
 - d. Location of the main office, if different
 - e. Describe warranties offered
- B. Qualifications
 - a. Warranty
 - b. Project Approach
 - c. Team Members
 - i. Design Team
 - ii. Construction Team
 - d. A list of proposed design and construction sub-consultants, their role on the project, and a discussion of past experience working with them.
 - e. Experience with playground Inclusivity
 - f. Bonding Capacity. The construction task of this project will require full payment and performance bonds. Please identify your available bonding capacity and anticipated bonding agent for the project.
- C. Schedule
 - a. Design Schedule
 - b. Construction Schedule
- D. Suggestions
 - a. Cost or schedule-saving suggestions
 - b. Any additional information the proposer feels would be helpful to the review committee to evaluate qualification statements.

3.2 SELECTION CRITERIA

The contract will be awarded to the best-value contractor, considering the project price, contractor qualifications, the proposed approach, and conceptual plans. Contractors will be evaluated collectively by the City of Montrose Public Works Department by assigning a score between 0 and 4 for each of the weighted criteria listed below:

Contractor Description	30%
Qualifications	40%
Schedule	30%
Suggestions	0%
TOTAL	100%

Misrepresentation of the contractor's ability to perform, availability, team to be assigned to the project, or approach to the work shall be the basis for a bidder to be considered non-responsive and/or for termination of the contract.

3.3 PROJECT SCHEDULE

Proposers are asked to prepare a project schedule broken down by key project tasks provided in Sections 2.1 and 2.2. The project schedule is subject to the following conditions.

- Bid Opening: February 16, 2023
- Anticipated Notice to Proceed: February 22, 2023
- Anticipated Design Completion: April 6, 2023
- Construction Complete: Targeting September 15, 2023, but subject to change due to material availability and final design timeline.

END OF SECTION