



## REQUEST FOR PROPOSAL

### MAC Pool Renovation RFP# 22-0526

<b>PROPOSAL DUE DATE:</b>	<b>May 26, 2022 3:00 PM</b>
<b>PROPOSAL SUBMITTAL LOCATION:</b>	<b>Purchasing Division 237 W Maple Avenue Burlington, NC 27215</b>
<b>PURCHASING MANAGER:</b>	<b>Sonjia Cross, Purchasing Manager CLGPO</b>
<b>TELEPHONE NUMBER:</b>	<b>(336) 222-5006 scross@burlingtonnc.gov</b>

Competitive proposals for the specified service shall be received by the Purchasing Division, 237 W. Maple Avenue, Burlington, NC 27215, until the date and time cited. Please submit your proposal to the City of Burlington Purchasing Division, Attention: Sonjia Cross, CLGPO at one of the following locations:

**Mail:**  
P.O. Box 1358  
Burlington NC, 27216

**Hand Deliver:**  
237 W. Maple Ave.  
Burlington, NC 27215

Proposals must be in the actual possession of the Purchasing Division at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Burlington Purchasing Division clock.

Proposals must be enclosed in a sealed envelope or package and clearly marked: *Request for Proposal for MAC Pool Renovation #22-0526.*

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## INTRODUCTION

The city of Burlington is requesting a proposal to repair and renovate various items on the Maynard Aquatic Center (referred to as the MAC) located at 1402 Overbrook Road in Burlington, North Carolina.

Include the cost of all permits. If a permit is required by the City of Burlington, contractor shall obtain and any fee will be waived, for the City permit only. All other permits shall be paid for by the contractor.

All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or, including but not limited to email, in response to this RFP shall NOT be considered or accepted.** The outside of the submittal package must be clearly marked with the RFP number and the Title. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal.

**Any questions** should be sent in writing to Fred Patrick, Capital Projects Manager at the email address:

[fpatrick@burlingtonnc.gov](mailto:fpatrick@burlingtonnc.gov)

If access inside the building is desired, please contact Samantha Karlson (Aquatics director) at email [skarlson@burlingtonnc.gov](mailto:skarlson@burlingtonnc.gov).....

## TENTATIVE TIMETABLE

Would like work to commence within 10 to 30 days after the acceptance of the proposal, depending on material procurement, and to complete the work within 30 to 60 days.

Tentative time to send out RFP-	5/17/2022
Due date for questions electronically-	5/20/2022
Due date for responses electronically-	5/23/2022
RFP Submission due date:	5/26/2022 by 3:00 PM EST

## SCOPE OF WORK

Offerors shall provide a proposal based on the following scope of work:

### BASE BID: Pump/Filter room repairs

1. Up-grade Surge Tank to a new custom Fiberglass Surge Tank.
2. Provide and install a new Paddock Regenerator Filtration System or Defender Filtration System
3. Install new filter room piping. All new plastic piping and fittings to be schedule 80.
4. Maintenance would like the pumps moved when the work is being done so they can more easily service the pumps. Replace and relocate pump discharge check valves.
5. Note: Samantha indicated the pool capacity as 286,000 gallons.
6. Install new digital flow meter on return line to make it easy to read.
7. Provide and install a new Paddock 6610 water level controller.

8. Rework the existing 1/2" PVC chemical feed piping so there is a continuous pathway for the tubing to run in when it is replaced, which is frequently. Do not replace new gray piping at recently replaced boiler.
9. Replace all corroded and troublesome valves with gear operated butterfly valves on 8" pipe and standard lever valves on piping 4" and smaller. All chemical line ball valves should have viton seals. Relocate check valves on discharge side of each pump to the manufacturers recommended locations. Add butterfly throttling valves at the current locations of the check valves.

**Alternate #1:**

1. Remove the existing pool plaster, as needed, and apply a new coating of Diamond Brite Plaster or equal to entire pool. Demo plaster below gutter approximately 8"-12".
2. Grind out joint below gutter and rebuild of new groove with non-shrink 5000lb grout. Provide and install new Ruscoe sealant between concrete and stainless steel gutter.
3. Last time the pool was coated was 2018. Repair the 5-6 rust spots showing after exposing the re-bar and repair with new re-bar and epoxy coating, as necessary, so the rust is stopped and will not bleed back through.
4. Bond Kote – After plaster and tile demo is complete. Provide and install PermaKote WP elastomeric bonder and sealing material on entire pool surface to prep for new plaster.
5. Main Drains - Inspect main drain sumps and replace hydrostat valves. Provide and install PermaKote WP 12" outside to existing main drain sumps and inside sumps and then provide and install Ruscoe Caulk to reseal main drains before plaster install.
6. When re-plastering the pool install new 2"X2" tile 12" wide for swimming lanes, and a 36" wide "T" at the vertical face for each of the 8 lanes, each side. Replace all delineation tile at the deep end and at the shallow end where the depth changes.
7. Remove and replace Paddock return jet nozzles.

**Alternate #2:**

1. Last time the pool was coated was 2018. Repair the 5-6 rust spots showing after exposing the re-bar and repair with new re-bar and epoxy coating, as necessary, so the rust is stopped and will not bleed back through. Patch disturbed areas with plaster so the pool can be used.

**Alternate #3:**

1. Provide and install new Paddock HDPE (High Density Polyethylene) Gutter Grating throughout.

**Alternate #4:**

1. Install new 6X6 deck tile depth markers and warning signs and new no-diving markers as per NC code.
2. Install gutter face (vertical) vinyl depth markers.

**Alternate #5:**

1. Rework the H/C entry ramp with a Pebble Tech finish. Since the existing bullnose tile is in good shape, it can remain.

**GENERAL NOTES:**

1. After award of contract, contractor shall submit drawings, primarily the pump room and equipment room layout, to the Alamance County Health Department for approval and obtain a permit from them to install the work. The work shall satisfy Alamance County requirements and all of the state of NC code and requirements.
2. All work must be coordinated and scheduled with the Recreation Department.

**GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS  
APPLICABLE TO ALL ITEMS**

1. Each bidder must submit a proposal on the blank form(s) provided. All proposals must be signed by a duly authorized individual. Proposals submitted on other forms will not be accepted. Proposals will be read on the date and hour as stated in the office of the Purchasing Director, Municipal Building Annex, and 237 W. Maple Ave., Burlington, North Carolina. Bidders or their authorized agents are invited to be present. Any proposal received after the date and hour specified, will not be accepted or considered.
2. Bidders may submit with their proposals, manufacturer's specifications, illustrations, and descriptive literature of the product proposed to be furnished. If the product proposed does not meet specifications as written the variations must be described in detail and attached to the proposal
3. TAXES: The City of Burlington is exempt from federal excise tax, including the federal transportation tax. The City pays all sales tax but this amount must be listed as a separate item.
4. The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the product for the use by the City for intended purposes. Factors to be considered in awarding the proposal will be price, quality, history of satisfactory performance, time required to make delivery and the availability of item offered. The contract will be awarded after evaluation of all proposals has been made. In the interest of suitability to the City's needs and/or economy; equipment or furnishings other than the cheapest in price may be selected. The City of Burlington shall have a period of thirty (30) days after the opening of proposals to make the award and may award in total or by line item, whichever is in the best interest of the City.
5. The specifications enclosed are intended to obtain competitive proposals. Any reference to brand names is strictly for denoting the type and quality of item desired, and is not done to limit or restrict the proposals.
6. Any corrections or errors found in the specifications must be submitted in writing and mailed to the attention of the Purchasing Director prior to the opening of proposals. Any deviations from the specifications must be in writing and submitted as part of the proposal. Any addenda to these proposal

documents shall be issued in writing; no oral statements, explanations or commitments by whosoever made shall be of any effect unless incorporated in the addenda.

7. No bid deposit is required with this proposal. The City of Burlington has waived this requirement as allowed by N.C. General Statutes.
8. No Federal Excise Tax is to be included as the City of Burlington is exempt under federal laws and will furnish proper exemption certificate or number upon request. In computing freight, federal transportation tax is not to be included as the City of Burlington is exempt. North Carolina state and local taxes are applicable, but must be shown separate from the item(s) being quoted
9. Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.
10. By signing this proposal form the contractor affirms that they are registered with and participates in the Federal work authorization program, E-Verify as it relates to their company and mandated by law in North Carolina by G.S. 160-20.1
11. **PROPOSAL/SUBMITTAL FORMAT:** The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
12. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record when opened.
13. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
14. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.
15. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Purchasing Agent, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Burlington and the Contractor relating to this requirement and shall prevail

over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

16. **PAYMENT:** Progress payments, when requested, will be made after the City receives a detailed invoice and confirmation that the work has been performed to the specifications required for the requested payment.
17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
18. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Burlington, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
19. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Burlington will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
20. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the

Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

21. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The Contractor shall hold a General Contractors license in the State of North Carolina.
22. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Purchasing Agent. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
23. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
24. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
25. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Purchasing Agent. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
26. **SAFETY:** Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under this Contract by Contractor. Contractor agrees to fully cooperate with the City in any employee and public safety program sponsored by the City. Contractor agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.
27. **SITE INVESTIGATION:** The contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal,



handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the City.

28. **CONFLICT OF INTEREST:** Contractor shall be prohibited from proposing on this RFP if Contractor has attempted or made contact with any elected or non- elected City Official in an attempt to influence the award of this RFP or alter it in any manner. Future conflicts shall be grounds for contract default.

29. **LIQUIDATED DAMAGES:** From the nature of the services to be rendered, the Contractor and City agree that it is extremely difficult to fix actual damages, which may result from failure on the part of the Contractor to perform certain obligations and to determine the resulting loss to the City. Therefore at the election of the City, for acts, or failure to act, as described in this section, the Contractor's liability should be limited to, and fixed at, the sums stated, as liquidated damages and not a penalty, which sums the parties acknowledge to be reasonable estimates of the damages the City would suffer; provided however, that with respect to breaches other than the types described in this section, the City may pursue any other remedy available by law or equity, this or including, without limitations, the termination of contract.

30. **TERMINATION OF CONTRACT:** Either party may terminate this Agreement without cause, upon giving thirty (30) days written notice of such termination. Under such termination notice, both parties will only be liable for payments for services already rendered and material provided. The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**31. INSURANCE**

Certificates for Workers Compensation, General Liability and Vehicle/Equipment Insurance will be required as part of the contract to awarded vendor. The Contractor, at its own expense, shall keep in force and at all times maintain during the Agreement:

<u>Insurance Type</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<b><u>General Liability</u></b>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<b><u>Automobile Liability</u></b>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	
<b><u>Owners Protective Liability or Project Specific Aggregate</u></b>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<b><u>Excess Liability</u></b>	\$5,000,000	\$10,000,000

**The City of Burlington must be named as an additional named insured on the Contractor’s insurance policy.**

**The following statement must be on the certificate of insurance: a blanket waiver of subrogation shall apply in favor of the City of Burlington and all additional insured’s as required by contract.**

## **Workers' Compensation Coverage**

Full and complete Worker's Compensation Coverage, as required by the State of North Carolina, shall be required.

### **PROPOSAL EVALUATION REQUIREMENTS**

#### **I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- Qualifications & Experience of Firm and Personnel
- Price Proposal
- Time frame to complete the work

#### **II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

##### **A. Qualifications & Experience of Firm and Personnel**

- 1) Provide a brief history of your firm, including addresses for all locations and years in business.
- 2) Identify three (3) references for which similar work has been performed, including the name of the contract, contact name and telephone number, type of operation.
- 3) Identify any subcontractors, if any, you might propose to use in the operation and their specific qualifications.
- 4) Has your firm or individual employees been involved in any lawsuits involving work performed? If yes, please give details of these lawsuits.

##### **B. Price Proposal**

1. The price page included herein shall indicate the Offeror's fee for the proposed work.

##### **C. Time Frame to Complete Work**

1. Please list the time to complete the initial work after receiving the notice to proceed.

### **III GENERAL**

#### **A. Interviews:**

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

#### **C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**PRICE PAGE**

The price page shall indicate the Offeror's fee for the proposed Base Bid work and Alternates.

**Price for base bid work**

Base Bid Total        \$ \_\_\_\_\_

NC Sales Tax        \$ \_\_\_\_\_ estimated for Base Bid only. Actual sales tax will be indicated in each Application for Payment.

Alternate #1        \$ \_\_\_\_\_

Alternate #2        \$ \_\_\_\_\_

Alternate #3        \$ \_\_\_\_\_

Alternate #4        \$ \_\_\_\_\_

Alternate #5        \$ \_\_\_\_\_

Company Name:     \_\_\_\_\_

By:                    \_\_\_\_\_

Title:                 \_\_\_\_\_

Signature of person authorized to sign: \_\_\_\_\_

**Company Address**

\_\_\_\_\_ Contact #: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

NC General Contractor's License number \_\_\_\_\_

## REFERENCE SHEET

1. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_

3. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_