

Request for Proposal

Lap Pool Deck Surfacing System Replacement Estes Valley Community Center

RFP 2026-003

July 17, 2026



**Estes Valley Recreation & Park District
660 Community Drive
P.O. Box 1379
Estes Park, CO 80517**

TABLE OF CONTENTS

1. Invitation to Submit Proposals	3
2. Background.....	3
3. Project Overview	3
4. Scope of Work	4
5. Project Schedule.....	5
6. Questions and Addenda.....	5
7. Submission Requirements	6
7.1 Submission Instructions	6
8. Technical Specifications	7
8.1 General Requirements	7
8.2 Deck Surfacing System	7
8.3 Warranty	7
9. General Terms and Conditions	7
9.1 Proposal Ownership	7
9.2 Minimum Qualifications of Offerors	7
9.3 Nonconforming Proposals.....	7
9.4 Open Records.....	8
9.5 Taxes	8
10. Evaluation Criteria.....	8
11. General Contract Terms and Conditions	8
11.1 Acceptance of RFP Terms.....	8
11.2 Proposal Ownership & Additional Information	8
11.2 Execution, Correlation, Intent, and Interpretations	8
11.3 Assignment.....	9
11.4 Compliance with Laws.....	9
11.5 Debarment/Suspension	9
11.6 Conflict of Interest	9
11.7 Contract.....	9
11.8 Cancellation of Solicitation	9
11.9 Contract Termination.....	9
11.10 Employment Discrimination	10
11.11 Ethics.....	10
11.12 Failure to Deliver	10
11.13 Indemnification	10
11.14 Oral Statements	10
11.15 Expenses.....	10
11.16 Public Funds/Non-Appropriation of Funds	10

TABLE OF CONTENTS

11.17 Collusion Clause	11
11.18 Gratuities.....	11
11.19 Performance of Contract	11
11.20 Public Disclosure Record	11
11.21 Confidential and Proprietary Information	11
11.22 Withdrawal or Modifications of Offers.....	12
11.23 Acceptance.....	12
11.24 Proposal Preparation Cost	12
11.25 Award	12
11.26 Substantive Proposals	12
11.27 Non-Colorado Entities.....	12
11.28 Insurance.....	13
11.29 Liquidated Damages.....	13
11.30 Colorado Governmental Immunity Act.....	13

Forms

Proposal Form
Anti-Collusion Affidavit
Solicitation Response Form

Exhibits

Exhibit A – Project Area Floor Plan
Exhibit B – Existing Site Photographs

END OF TABLE OF CONTENTS

1. INVITATION TO SUBMIT PROPOSALS

The Estes Valley Recreation and Park District (EVRPD) is soliciting sealed proposals from qualified contractors for the Lap Pool Deck Surfacing System Replacement at the Estes Valley Community Center, located at 660 Community Drive, Estes Park, Colorado 80517.

The project generally consists of the demolition and disposal of the existing rubber granular lap pool deck surfacing system, surface preparation of the underlying concrete, and installation of a new polyaspartic/quartz deck surfacing system, along with related work as specified in the Request for Proposals.

A mandatory pre-proposal site visit will be held on Monday, July 27, 2026, at 10:00 a.m. (MDT) at the Estes Valley Community Center. Attendance by a representative of each prospective proposer is required.

Sealed proposals will be accepted until Thursday August 13, 2026, at 1:00 p.m. (MDT), at which time they will be publicly opened and recorded.

The Request for Proposals (RFP) is available through BidNet Direct (Colorado) and on the District's website at www.evrpd.com.

The Estes Valley Recreation and Park District reserves the right to reject any or all proposals, to waive informalities or irregularities in any proposal received, and to accept the proposal deemed to be in the best interest of the District.

2. BACKGROUND

The Estes Valley Recreation and Park District (EVRPD) is a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Colorado law to provide parks, recreation facilities, and programs within its service area.

EVRPD serves an area of approximately 320 square miles southwestern Larimer County and northern Boulder County, including the Town of Estes Park and surrounding communities. The District serves a permanent population of approximately 11,000 residents, with seasonal visitation significantly increasing population levels throughout the year due to its proximity to Rocky Mountain National Park.

The District is governed by a five-member elected Board of Directors and operates a variety of parks, facilities, and recreational services for residents and visitors, including the Estes Valley Community Center.

The Estes Valley Community Center is a heavily utilized public recreation facility serving residents and visitors throughout the Estes Valley. The existing rubber granular surfacing system on the lap pool deck has reached the end of its useful life and is showing signs of wear that warrant replacement. As part of the Estes Valley Recreation and Park District's ongoing commitment to maintaining safe, functional, and attractive facilities, the District is seeking proposals from qualified contractors to replace the existing rubber granular lap pool deck surfacing system with a durable, long-lasting alternative.

3. PROJECT OVERVIEW

The project consists of providing all labor, materials, equipment, supervision, and incidentals necessary to remove and dispose of the existing rubber granular lap pool deck surfacing system, prepare the existing concrete substrate including removal of underlying coatings, and install a new polyaspartic/quartz deck surfacing system at the Estes Valley Community Center in accordance with the specifications outlined in this Request for Proposals (RFP).

4. SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, supervision, transportation, permits, disposal, insurance, and incidentals necessary to complete the Lap Pool Deck Surfacing System Replacement. The Contractor shall field verify all dimensions, quantities, and existing site conditions prior to submitting a proposal. Quantities shown in this RFP are approximate and are provided for reference only. Exhibits A and B are provided for reference to illustrate the project limits and existing site conditions.

The work includes, but is not limited to, the following:

Existing Deck Surfacing Removal

- Protect adjacent walls, pool surfaces, and other existing improvements from damage during construction.
- Remove and properly dispose of the existing rubber granular deck surfacing system.

Surface Preparation

- Prepare the existing concrete substrate in accordance with the manufacturer's requirements for the proposed deck surfacing system, including removal of any previous floor coating systems below the rubber granular system.
- Grind, clean, and profile the concrete substrate as required to achieve proper adhesion.
- Perform necessary concrete surface repairs, crack repairs, and moisture mitigation as necessary for proper installation of the new deck surfacing system.

Deck Surfacing Installation

- Furnish and install a complete polyaspartic/quartz deck surfacing system over approximately 4,000 square feet of the lap pool deck (see Exhibit A for the approximate project limits).
- Install all required primers, base coats, broadcast aggregate, integral color, texture, joint treatments, seal coats, and topcoats in accordance with the manufacturer's written recommendations.
- Color selection shall be made by the District.
- Install District-furnished replacement depth marker tiles flush with the finished deck surface.

Pool Equipment and Accessories

- Remove and reinstall the diving board base as necessary to allow installation beneath the base.
- Remove and reinstall, or otherwise protect, handicap step anchors and Power Tower anchors.
- Protect lane flagpole sleeves, ladder anchors, and the AquaClimb rock wall base during installation.
- Remove existing sealant (joint caulking) and install new sealant that exists between pool shell and pool deck.

Cleanup and Closeout

- Maintain a clean and safe work area throughout the project.
- Remove all debris, excess materials, and equipment upon Project Completion date.
- Participate in a final inspection with District staff.
- Provide the manufacturer's warranty and any required maintenance or care instructions upon project completion.
- Project Completion date to include manufacturers specified cure for wet service and exposure to chlorinated pool environments. Contractor shall assume pool will be open for service the day after Project Completion.

5. PROJECT SCHEDULE

Project Schedule	Date	Time
RFP Issued	July 17, 2026	9:00AM
Pre-proposal Walkthrough	July 27, 2026	10:00AM
Deadline for Questions	August 7, 2026	5:00PM
Addenda Posted	August 11, 2026	5:00PM
Proposals Due	August 13, 2026	1:00PM
Tentative Award	August 19, 2026	5:00PM
Construction Begins	October 26, 2026	6:00AM
Project Completion	November 14, 2026	8:00PM

6. QUESTIONS AND ADDENDA

Questions regarding this Request for Proposals (RFP) will be accepted until Friday, August 7, 2026, at 5:00 p.m. (MDT).

Responses to questions and any addenda to the RFP, if necessary, will be issued no later than Tuesday, August 11, 2026, at 5:00 p.m. (MDT).

Questions regarding this RFP shall be directed to:

Isaac Tibbetts, EVCC Facilities Manager

EVCC Facilities Manager

isaact@evrpd.com

Zachary Zeschin

District Maintenance Superintendent

zachary@evrpd.com

Communication Requirements

All communication regarding this RFP must be directed to the contact listed above.

Offerors shall not contact EVRPD Board Members, staff, or consultants regarding this RFP outside of the designated contact. Unauthorized communication may result in disqualification of the Offeror.

Addenda

Any interpretations, corrections, or changes to this RFP shall be made only by written addenda issued by EVRPD. Addenda will be distributed electronically via:

- BidNet Direct (Colorado)
- EVRPD website (www.evrpd.com/projects-to-bid)

It is the responsibility of each Offeror to ensure receipt of all addenda. Offerors must acknowledge receipt of all addenda in their proposal.

Site Visits

A mandatory pre-proposal site visit will be held on Monday, July 27, 2026, at 10:00 a.m. (MDT) at the Estes Valley Community Center, 660 Community Drive, Estes Park, Colorado 80517.

Attendance by a representative of each prospective proposer is required. The purpose of the site visit is to review the project site, existing conditions, and project requirements. Failure to attend the mandatory pre-proposal site visit may result in the proposal being deemed non-responsive.

Additional site visits may be arranged only with prior approval by contacting one of the RFP contacts listed above.

7. SUBMISSION REQUIREMENTS

Required Proposal Submittals

Interested Proposers shall submit a complete proposal demonstrating their qualifications and ability to perform the work described in this Request for Proposals (RFP). Proposals shall be organized in the order listed below to facilitate review and evaluation.

The proposal shall include:

1. **Cover Letter** – A letter signed by an authorized representative of the Proposer expressing interest in the project. The letter shall identify the primary contact person, including their name, title, address, phone number, and email address, and confirm the Proposer's ability to perform the work within the proposed schedule.
2. **Completed Proposal Form** – A completed and signed Proposal Form included with this RFP.
3. **Company Qualifications and Relevant Experience** – A summary of the Proposer's experience with similar aquatic facility or commercial deck surfacing projects. Include at least three (3) comparable projects completed within the past five (5) years.
4. **References** – Provide a minimum of three (3) references for projects similar in scope, including the project name, owner, contact person, phone number, and email address.
5. **Project Team** – Identify the project manager and key personnel who will be assigned to the project, including their experience with similar work.
6. **Manufacturer's Product Information** – Provide product data sheets, technical specifications, installation instructions, and any other available documentation for the proposed deck surfacing system.
7. **Manufacturer Certifications (if applicable)** – Provide documentation demonstrating that the installer is authorized, certified, or otherwise approved by the manufacturer to install the proposed deck surfacing system.
8. **Safety Data Sheets (SDS)** – Provide current Safety Data Sheets (SDS) for the major products proposed for use on this project.
9. **Warranty Documentation** – Provide copies of the manufacturer's warranty and any proposed installer workmanship warranty.
10. **Anti-Collusion Affidavit** – A completed and signed Anti-Collusion Affidavit included with this RFP.
11. **Solicitation Response Form** – A completed and signed Solicitation Response Form included with this RFP.

7.1 Submission Instructions

Submission of Proposals

Two (2) hard copies of the proposal documents shall be submitted in a sealed envelope or package clearly marked: RFP – Lap Pool Deck Surfacing System Replacement

Proposals shall be mailed or delivered to:

Estes Valley Recreation and Park District
Attn: Lap Pool Deck Surfacing System Replacement
P.O. Box 1379
660 Community Drive
Estes Park, CO 80517

Proposals may also be delivered in person to the Estes Valley Recreation and Park District Administration Office, located at 660 Community Drive, Estes Park, Colorado. Electronic proposals will not be accepted.

Proposals must be received no later than 1:00 p.m. (MDT) on Thursday, August 13, 2026. Proposals received after the stated deadline will not be accepted.

8. TECHNICAL SPECIFICATIONS

8.1 General Requirements

- The Contractor shall provide all labor, materials, equipment, supervision, transportation, permits, disposal, and incidentals necessary to complete the work.
- The Contractor shall verify existing site conditions prior to beginning work.
- All work shall be performed in accordance with applicable codes, industry standards, and the manufacturer's written installation requirements.

8.2 Deck Surfacing System

- Remove and dispose of the existing rubber granular deck surfacing system.
- Prepare the existing concrete substrate in accordance with the manufacturer's requirements.
- Furnish and install a complete polyaspartic/quartz deck surfacing system.
- The proposed system shall include all primers, base coats, aggregate, finish coats, seal coats, and other components recommended by the manufacturer.
- Color shall be selected by the District.

8.3 Warranty

- The Contractor shall provide the manufacturer's standard warranty for the proposed deck surfacing system.
- A minimum one (1) year workmanship warranty shall be provided.

9. GENERAL TERMS AND CONDITIONS

9.1 Proposal Ownership

All Proposals submitted in response to this RFP shall become the property of the Estes Valley Recreation and Park District ("District") upon receipt. Proposals will not be returned except at the sole discretion of the District. Selection or rejection of a Proposal does not affect the District's ownership rights.

9.2 Minimum Qualifications of Offerors

Offerors must demonstrate the ability to successfully perform the work described in this RFP. At a minimum, the Offeror shall:

- Possess adequate financial resources, or the ability to obtain such resources, to perform the project
- Be able to comply with the required project schedule
- Have a satisfactory record of performance on similar projects
- Demonstrate a record of integrity and ethical business practices
- Be properly licensed and qualified to perform the work in the State of Colorado

The District reserves the right to determine whether an Offeror meets these minimum qualifications.

9.3 Nonconforming Proposals

Proposals that include terms or conditions that do not conform to the requirements of this RFP may be deemed non-responsive and subject to rejection.

The District reserves the right, at its sole discretion, to:

- Permit an Offeror to withdraw nonconforming terms prior to a determination of non-responsiveness, or
- Allow an Offeror to resubmit a conforming proposal

Nothing herein obligates the District to accept a nonconforming proposal.

9.4 Open Records

All Proposals are subject to the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-200.1 through 24-72-206. Proposals shall be open for public inspection after a contract is awarded. Any proprietary or confidential information must be clearly identified by the Offeror. The District will make reasonable efforts to protect such information to the extent permitted by law.

9.5 Taxes

The District is exempt from Colorado sales tax and federal excise tax. Proposal pricing shall not include such taxes.

10. EVALUATION CRITERIA

Proposals will be evaluated by a committee designated by the Estes Valley Recreation and Park District (the "Evaluation Committee"). The Evaluation Committee may consider the following factors in determining the proposal that is in the best interest of the District:

- Experience and qualifications of the Proposer.
- Experience completing similar aquatic facility or commercial deck surfacing projects.
- Quality of the proposed deck surfacing system, materials, and overall approach.
- Ability to complete the project within the proposed schedule.
- Cost and overall value of the proposal.
- References from similar projects.

The Evaluation Committee may request additional information or clarification from one or more Proposers as part of the evaluation process.

Limitation and Award

This Request for Proposals (RFP) does not commit the District to award a contract or to pay any costs incurred in the preparation or submission of a proposal. The District reserves the right to reject any or all proposals, waive informalities or irregularities, request additional information, negotiate with one or more Proposers, or cancel or modify this RFP at any time if it is determined to be in the best interest of the District.

11. GENERAL CONTRACT TERMS AND CONDITIONS

11.1 Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall constitute a binding offer by the submitting Offeror. A Proposal submitted in response to this RFP shall constitute acceptance by the submitting Offeror of all terms and conditions set forth herein. An Offeror must identify clearly and conspicuously in its Proposal any variations between such Proposal and the District's requirements in this RFP. Failure to identify such variations in a Proposal shall be deemed a waiver by the submitting Offeror of any right to subsequently modify the terms of performance specified in the Proposal or set out in this RFP, except as otherwise outlined or specified herein.

11.2 Execution, Correlation, Intent, and Interpretations

Contract documents for the Project shall be signed by the District and the Offeror that submits that Proposal selected by the District and Evaluation Committee for completion of the Project (together, the "Project Contract"). By executing the Project Contract, such Offeror, hereinafter the "Contractor," shall represent and warrant that it has familiarized itself with the local conditions under which the Project work is to be performed and correlated their observations of such local conditions with the requirements of the Project Contract. All documents that comprise the Project Contract are complementary, and what is required by any party to the Project Contract shall be binding as if required by or imposed on all parties thereto. The intention of and with the Project Contract is to include and cover all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Project as defined and contemplated in this RFP and any

documents, drawings, and specifications related or attached hereto or incorporated or referred to herein. All documents, drawings, and specifications furnished by the District for, under, or in relation to this RFP and the Project are and shall remain District property. Such documents, drawings, and specifications are not to be used on any project or undertaking except for the Project.

11.3 Assignment

No Offeror shall sell, assign, transfer, or convey its Proposal, and Contractor shall not sell, assign, transfer, or convey the Project Contract or any other document, drawing, or specification arising under, relating to, or resulting from the Project Contract or this RFP, in whole or in part, without the prior written approval of the District.

11.4 Compliance with Laws

All Proposals, and the Project Contract, must comply with all federal, state, county, and local laws that govern or relate to this RFP, the Project Contract, or the Project, and all the foregoing, and the Proposals and the Project Contract must satisfy all Americans with Disabilities Act ("ADA") requirements. By submitting a Proposal and entering the Project Contract, Contractor warrants that it is qualified to assume the responsibilities and render the services described in this RFP and the Project Contract, that Contractor has all requisite corporate authority and professional licenses necessary to enter the Project Contract and complete the Project, and that Contractor is in good standing and authorized to conduct business in the State of Colorado as required by law.

11.5 Debarment/Suspension

Contractor, by submitting a Proposal and entering the Project Contract, certifies and warrants and shall certify and warrant that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by or with any government department or agency.

11.6 Conflict of Interest

No public official or District employee shall have a personal or proprietary interest in the Project Contract, this RFP, any Proposal, or any contract or agreement arising under or resulting from this RFP.

11.7 Contract

This RFP, and all documents and agreements related hereto or submitted herewith, and any negotiations related to any of the foregoing, when properly accepted by the District, shall constitute a contract equally binding by and between the District and an Offeror. The foregoing shall represent the entire and integrated agreement between the District and an Offeror regarding this RFP; provided, however, the Project Contract, and all document and agreements related thereto or arising thereunder, shall supersede all prior negotiations, representations, or agreements, either written or oral, regarding the Project, including Contractor's Proposal. Notwithstanding the foregoing, the Project Contract, and the documents and agreements related thereto or arising thereunder, may collectively or individually be amended, or modified with or by way of change orders, field orders, or amendments executed or otherwise approved by the District.

11.8 Cancellation of Solicitation

Any Proposal may be canceled or rejected in whole or in part by the District, and the District may also reject or refuse, in whole or in part, any response given by an Offeror pursuant to a request for information or clarification by the District concerning a Proposal. The District may exercise the foregoing rights, and any of them, as and when deemed necessary or prudent by the District in its sole discretion.

11.9 Contract Termination

The Project Contract shall remain in effect until the earlier of any of the following: (1) the Project Contract expires by its terms; (2) the District and Contractor enter into one or more new or replacement contracts that supersede the Project Contract; (3) acceptance by the District of all Project work; or (4) the Project Contract is terminated by the District or by Contractor, in accordance with the terms of the Project Contract, by way of a written notice

of cancellation or similarly styled notice that states the reasons for such cancellation and the effective date of cancellation, which date must be at least thirty days after such notice of cancellation is provided or submitted to the non-terminating party.

11.10 Employment Discrimination

By submitting a Proposal and entering the Project Contract, Contractor agrees, at all times the Project Contract is in effect or otherwise outstanding or Project work is ongoing, to all the following conditions:

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of Contractor. Contractor shall post in conspicuous places, visible to Contractor's employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed by Contractor in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the foregoing requirements of this RFP.

11.11 Ethics

Contractor shall not accept or offer gifts or anything of value from, nor enter into any business arrangement with, any employee, official, or agent of the District.

11.12 Failure to Deliver

If Contractor fails to deliver services in accordance with the terms and conditions of this RFP and the Project Contract, the District may procure such services from other sources and hold Contractor responsible for any costs resulting from additional purchase and administrative services related thereto. This remedy shall be in addition to any other remedies that the District may have hereunder or under the Project Contract.

11.13 Indemnification

Contractor shall defend, indemnify, and save harmless the District and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, and claims of any character, type, name, nature, or description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of Contractor, or of any of Contractor's agents, employees, subcontractors, or suppliers, in the execution of, or performance under, the Project Contract or any agreements or documents related thereto or arising thereunder or in relation to the Project. Contractor shall pay any judgment, with costs, which may be obtained against the District based upon such injuries or damages.

11.14 Oral Statements

No oral statement of any Offeror or any other person shall modify or otherwise affect the terms, conditions, or specifications stated in this RFP, and no oral statement of Contractor or any other person shall modify or otherwise affect the terms, conditions, or specifications of the Project Contract. All modifications to this RFP and the Project Contract, or either of them, must be made or agreed to by the District in writing.

11.15 Expenses

Expenses incurred in the preparation, submission, and presentation of a Proposal, or any of the foregoing, are the sole responsibility of the submitting Offeror and cannot and shall not be charged to the District.

11.16 Public Funds/Non-Appropriation of Funds

Funds for the payment of the Project have been provided through the District's budget approved by its District Board of Directors for the current fiscal year only. The Taxpayers' Bill of Rights ("TABOR") in Article X, Section 20

to the Colorado Constitution prohibits the obligation and expenditure of public funds by the District beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise under the Project Contract or otherwise past the end of the District's current fiscal year shall be subject to further budget approval. The Project Contract must and will be subject to, and must contain, a governmental non-appropriation of funds clause. Contractor, by entering the Project Contract, agrees and acknowledges that any failure by the District to fund Project obligations as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action against the District whatsoever.

11.17 Collusion Clause

Each Offeror, by submitting a Proposal, certifies and shall by such submission certify that it is not a party to any collusive action or any action that is or may be a violation of the federal Sherman Antitrust Act of 1890, 15 U.S.C. §§ 1-38, as amended (the "Sherman Act"). Any and all Proposals shall be rejected if there is evidence or reason for the District to believe that collusion exists among the Offerors, and any of them, in submitting Proposals or if Offerors have violated or may be violating the Sherman Act in submitted Proposals. The District may or may not, as determined by the District's Purchasing Representative in such Purchasing Representative's sole discretion, accept future proposals for the same service or commodities from Offerors that participate in any collusion or violation of the Sherman Act in contravention hereto.

11.18 Gratuities

Each Offeror, by submitting a Proposal, warrants and certifies, and shall by such submission warrant and certify, that no gratuities or kickbacks were paid in connection with this RFP or the submission of such Proposal, nor were any fees, commissions, gifts, or other considerations made contingent upon selecting a Proposal or entering the Project Contract. If an Offeror breaches or violates this warranty, the District may, at its discretion, terminate this RFP or the Project Contract, and both, without liability to the District.

11.19 Performance of the Contract

In the event of a breach or default of the Project Contract by Contractor, the District reserves the right to enforce the performance of the Project Contract in any manner prescribed by law or otherwise allowed under the terms of the Project Contract.

11.20 Public Disclosure Record

If Contractor has knowledge its employee(s), or the sub-contractor(s) retained by or relied upon by Contractor has an immediate family relationship with a the District employee or elected official, Contractor must provide the District's Purchasing Representative with the name(s) of such employee(s) or sub-contractor(s). Such identified employee(s) and sub-contractor(s) must file a public disclosure record, acceptable to the District in its sole discretion, and a statement of financial interest before Contractor may conduct business with or for the District.

11.21 Confidential and Proprietary Information

All Proposals, and all materials submitted hereunder or otherwise in response to this RFP, shall become public record and shall be subject to inspection following selection of Contractor and the entering of the Project Contract. As used herein, "proprietary information" shall mean any information about an Offeror that is not generally known to its competitors or the public and that may provide a competitive advantage exercisable against such Offeror. Unrestricted disclosure of proprietary information, in a Proposal or otherwise, places it in the public domain. A Proposal that includes material designated by the submitting Offeror as proprietary information by way of a Confidential Disclosure designation must include a justification or explanation of why the designated material constitutes proprietary information. The designation and request for treatment as proprietary information shall be reviewed and either approved or denied by the District. If a designation and request is denied by the District, the Offeror that submitted the Proposal shall have the opportunity to withdraw its entire Proposal or to remove the information in the Proposal designated for Confidential Disclosure. In no circumstance shall Project cost or pricing information be considered proprietary information.

11.22 Withdrawal or Modifications of Offers

An Offeror may, by way of a writing submitted to the District, modify or withdraw a Proposal at any time prior to the Submission Deadline.

11.23 Acceptance

Any Proposal received by the District and not withdrawn by the submitting Offeror prior to the Submission Deadline is and shall be considered an offer by such Offeror, which offer may be accepted by the District based on the Proposal without further discussion or negotiation. By submitting a Proposal in response to this RFP, an Offeror agrees its Proposal may be accepted by the District at any time within thirty (30) calendar days from the date of the Submission Deadline. The District reserves the right to: (a) reject any or all Proposals, (b) waive informalities and minor irregularities in Proposals received, and/or (c) accept any portion of a Proposal if deemed by the District, in its sole discretion, to be in the District's best interest. Failure of an Offeror to provide in its Proposal any information requested in or required by this RFP may result in rejection of all or any of such Proposal for non-responsiveness.

11.24 Proposal Preparation Cost

The costs incurred by an Offeror in preparing or submitting a Proposal, including without limitation as to securing any bid bond, are not reimbursable costs, and the District shall have no responsibility or obligation to pay or reimburse an Offeror for such costs. Proposal preparation and presentation shall be undertaken at an Offeror's sole expense and is such Offeror's total and sole responsibility.

11.25 Award

The Evaluation Committee will make an Offeror List, and the District will select Contractor, by applying the evaluation criteria and factors listed in this RFP to the Proposals so as to ascertain the Project best value as determined by the District in its sole discretion. As used herein, "best value" means the expected outcome that, in the District's sole estimation, provides the greatest overall benefit in relation to the Project and the requirements detailed in this RFP. The District reserves the right to reject any or all Proposals, to not enter the Project Contract, and to otherwise not proceed with the Project.

11.26 Substantive Proposals

By submitting a Proposal in response to this RFP, an Offeror certifies: (a) its Proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other Offeror to put in a false or sham Proposal; (c) it has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing or submitting a Proposal; (d) it has not sought by collusion to obtain for itself any advantage over any other Offerors or over the District; and (e) it has not violated or caused any person to violate, and shall not violate or cause any person to violate, District's Code of Ethics contained in the District's Bylaws. By entering the Project Contract, Contractor shall thereby again make the foregoing certifications.

11.27 Non-Colorado Entities

Before entering into the Project Contract, Contractor shall comply with the requirements of C.R.S. §§ 7-90-801 and 7-90-802, as applicable. If Contractor is organized under the laws of a state other than Colorado or is otherwise required to obtain authority to transact business in Colorado, Contractor shall obtain such authority prior to execution of the Project Contract.

Contractor shall provide the District with a current certificate issued by the Colorado Secretary of State evidencing its authority to conduct business in the State of Colorado. If applicable, Contractor shall also provide documentation from the Colorado Secretary of State confirming its designated place of business and registered agent for service of process in Colorado.

11.28 Insurance

Contractor shall procure and maintain, at its sole expense, the insurance coverages described herein throughout the term of the Project Contract. Contractor shall not be relieved of any liability, claim, demand, or other obligation assumed under the Project Contract by reason of its failure to procure or maintain the required insurance or by reason of maintaining insurance in insufficient amounts, durations, or forms.

Contractor shall procure and maintain, and shall cause each subcontractor retained for the Project to procure and maintain, the insurance coverages required by this Section, or alternatively insure the activities of such subcontractors under Contractor's own policies. All insurance shall be issued by insurers authorized to do business in the State of Colorado and acceptable to the District. Coverage shall remain in effect throughout the duration of the Project. If any policy is written on a claims-made basis, Contractor shall maintain the required retroactive date and extended reporting period necessary to provide continuous coverage.

Prior to commencement of the Work, Contractor shall furnish the District with certificates of insurance evidencing the required coverages. The Commercial General Liability policy shall name the Estes Valley Recreation and Park District as an additional insured.

Workers' Compensation insurance shall be maintained as required by the Workers' Compensation Act of Colorado and all other applicable laws for all employees engaged in the performance of the Work. Employers' Liability insurance shall be maintained with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit, and Five Hundred Thousand Dollars (\$500,000) disease – each employee.

Commercial General Liability insurance shall be maintained with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such policy shall apply to all premises and operations of the Contractor and shall include coverage for bodily injury, property damage (including completed operations), personal and advertising injury, contractual liability, independent contractors, products and completed operations, and any other coverage reasonably required by the District. The policy shall also contain a severability of interests' provision.

Commercial Automobile Liability insurance shall be maintained with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate with respect to all owned, hired, and non-owned vehicles used in connection with the Project. The policy shall contain a severability of interests' provision.

If the Contractor is providing professional design, engineering, consulting, or other professional services as part of the Project, Professional Liability (Errors and Omissions) insurance shall be maintained with minimum limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

11.29 Liquidated Damages

The District and Contractor recognize and shall recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the District if Project work is not timely completed. Accordingly, instead of requiring any such proof, the District and Contractor agree that, as liquidated damages for delays (but not as a penalty) in completion of the Project, Contractor shall pay liquidated damages to the District according to a schedule agreed upon by the District and Contractor during Project Contract negotiations. Such liquidated damages will be assessed and accrue at the rate of \$500.00 per day for Project work not completed within the specified timelines of the Project Contract or this RFP.

11.30 Colorado Governmental Immunity Act

Nothing in this RFP, and nothing in the Project Contract, shall constitute a waiver by the District of any provisions of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. §§ 24-10-101 – 24-10-119, as may be amended from time to time. In all circumstances, the CGIA and its limits shall apply to this RFP, the Project Contract, and the Project, and all work related to any of the foregoing.

FORMS

**Request for Proposals (RFP) 2026-003
Lap Pool Deck Surfacing System Replacement
Estes Valley Community Center**

The following forms shall be completed, signed as required, and submitted with the Proposal:

- Proposal Form
- Solicitation Response Form
- Anti-Collusion Affidavit

Proposal Form

RFP 2026-003

Lap Pool Deck Surfacing System Replacement

Proposer

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

Colorado Contractor License (if applicable): _____

Base Proposal

The undersigned proposes to furnish all labor, materials, equipment, supervision, transportation, permits, disposal, insurance, and incidentals necessary to complete the Lap Pool Deck Surfacing System Replacement in accordance with the Request for Proposals.

Base Proposal (Figures): \$ _____

Base Proposal (Written): _____ Dollars

Unit Prices

Item	Unit	Unit Price
Removal and Disposal of Existing Rubber Granular Deck Surfacing	SF	\$ _____
Concrete Surface Preparation	SF	\$ _____
Minor Concrete Surface Repair	SF	\$ _____
Crack Repair	LF	\$ _____
Moisture Mitigation	SF	\$ _____
Polyaspartic Flooring Installation/Aggregate Broadcast	SF	\$ _____
Pool Shell / Deck Joint Recalk	LF	\$ _____

Alternates

Alternate No. 1

Premium UV-Resistant Topcoat \$ _____

Alternate No. 2

Extended Manufacturer Warranty (10-year) \$ _____

Alternate No. 3

Decorative Color Blend / Logo \$ _____

Proposed Deck Surfacing System

Manufacturer: _____

Product Name: _____

Primer: _____

Base Coat: _____

Broadcast Aggregate: _____

Topcoat: _____

Color: _____

System Thickness: _____

Slip Resistance (COF): _____

Warranty

The bidder shall provide:

☐ Manufacturer's Warranty

Length:

_____ Years

☐ Installer's Workmanship Warranty

Length:

_____ Years

Project Schedule

Days to Begin After Notice to Proceed:

_____ Calendar Days

Project Completion (Including Cure Time):

_____ Calendar Days

Authorized Signature

The undersigned certifies that they are authorized to submit this Proposal on behalf of the Proposer and that the information contained herein is true and correct to the best of their knowledge.

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Anti-Collusion Affidavit

Instructions: This affidavit shall be completed and signed by an authorized representative of the bidder or proposer submitting a proposal for the Estes Valley Recreation and Park District project identified below.

Project: RFP 2026-003 – Lap Pool Deck Surfacing System Replacement – Estes Valley Community Center

I hereby certify that I am the person responsible within my firm for the final determination of the price(s) and amount of this Proposal or, if not, that I have written authorization from that individual, attached hereto, to make the statements contained in this Affidavit on their behalf and on behalf of my firm. I further certify that:

1. The price(s) and amount of this Proposal have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Estes Valley Recreation and Park District, of the true facts relating to submission of bids for this contract.

Signature Declaration: I declare under penalty of perjury in the second degree, and pursuant to all other applicable state and federal laws, that the statements made in this Affidavit are true, correct, and complete to the best of my knowledge and belief.

Company Name

Second Company Name if Joint Venture

By

By

Title

Title

Date

Date

Solicitation Response Form

Proposal Date: _____

RFP: 2026-003 Lap Pool Deck Surfacing System Replacement – Estes Valley Community Center

Company: _____

Name of Authorized Agent: _____

Email: _____ Telephone: _____

Address: _____ City: _____ State: _____ Zip: _____

The undersigned Offeror, in compliance with the RFP and having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and other portions of the RFP, as well as any and all Addenda to the RFP, and having investigated the location of, and conditions affecting, the proposed Project work, hereby proposes to furnish all labor, materials, supplies, and equipment, and to perform all work required for the Project in accordance with the Project Contract. The Proposal Form submitted with this Solicitation Response Form sets forth the prices for the Work. These prices are to cover all expenses incurred in performing the Project work required under the Project Contract, of which the RFP and this Solicitation Response Form are a part.

The undersigned Offeror does hereby declare and stipulate that its Proposal is made in good faith without collusion or connection to any other Offerors and that its Proposal is made pursuant and subject to all terms and conditions of the RFP and any Addenda thereto, all of which have been examined by the undersigned Offeror.

The undersigned Offeror also agrees, if awarded the Project Contract, to provide certificates of insurance within ten (10) business days of the date of notification of award from the District. Submission of this form with the undersigned Offeror's Proposal will be taken by the District as a binding covenant that Offeror is and will be prepared to complete the Project in its entirety.

The District reserves the right to select the Contractor whose Proposal is determined to be in the best interest of the District, to waive any informalities or technicalities, to request clarifications from one or more Offerors, and to reject any or all Proposals. This Proposal may not be withdrawn by the Offeror for a period of sixty (60) calendar days following the Submission Deadline without the written consent of the District.

Prices contained in this Proposal have not been disclosed to any other Offeror and will not be disclosed prior to award of the Project Contract by the District.

- Prices in this Proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition between Offerors.
- No attempt has been or will be made to induce any other Offeror, whether person or firm, to submit a Proposal for the purpose of restricting competition.
- The individual signing this Proposal certifies that he or she is an authorized representative of the Offeror, is authorized to submit this Proposal on behalf of the Offeror, and is legally authorized to bind the Offeror to the terms of the Proposal.
- Direct purchases by the District are tax exempt from Colorado sales or use taxes (Tax exempt No. 98-04118). The undersigned Offeror certifies that no federal, state, county, or municipal tax will be added to the quoted prices in the Proposal.
- The District payment terms for the Project Contract shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the RFP.

Addenda Received (list all addenda):

No. _____	No. _____	No. _____
No. _____	No. _____	No. _____

By signing below, the undersigned Offeror certifies that it has read, understands, and agrees to comply with all requirements, terms, and conditions of this Request for Proposals, including all issued Addenda.

Authorized Signature: _____ Title: _____

EXHIBITS

Request for Proposals (RFP) 2026-003
Lap Pool Deck Surfacing System Replacement
Estes Valley Community Center

The following exhibits are provided for reference and are not required to be completed or returned with the Proposal:

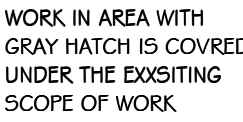
- **Exhibit A** – Project Area Floor Plan
- **Exhibit B** – Existing Site Conditions Photographs



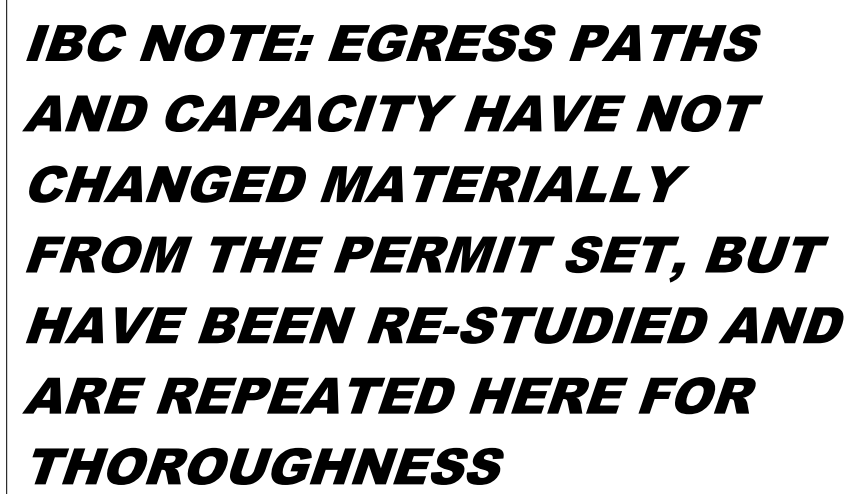
NO.	DATE:	TITLE/PURPOSE:
1.	10-31-16	PERMIT SET
6.	01-12-17	CONSTRUCTION DOCUMENTS
7.	01-24-17	BULLETIN 007
8.	03-10-17	BULLETIN 008
9.	04-11-17	BULLETIN 009
10.	04-17-17	PR 004 / ALT 1 PERMIT

SHEET #:

AX101



2 AQUATICS CENTER RENOVATION - CEILING PLAN
1/8" = 1'-0"



1 AQUATIC CENTER RENOVATION - FLOOR PLAN
1/8" = 1'-0"

DOOR SCHEDULE- AQ CENTER												
DOOR NUMBER	DOOR						FRAME		FINISH	FIRE RATING	HDW GROUP	REMARKS
	TYPE	MATERI AL	FINISH	THK	WIDTH	HEIGHT	TYPE	MATERI AL				
DISTING #												
A105N	F	AL	FF	1 3/4"	72"	64"	B	AL	FF			STORAGE LOCKSET, GROUP 150
A111N	F	AL	FF	1 3/4"	72"	64"	B	AL	FF			STORAGE LOCKSET, GROUP 150
A113N	F	AL	FF	1 3/4"	72"	64"	B	AL	FF			STORAGE LOCKSET, GROUP 150
A113N	F	AL	FF	1 3/4"	72"	64"	B	AL	FF			STORAGE LOCKSET, GROUP 150
A114N	F	AL	FF	1 3/4"	72"	64"	B	AL	FF			STORAGE LOCKSET, GROUP 150
A115N	F	AL	FF	1 3/4"	72"	64"	B	AL	FF			STORAGE LOCKSET, GROUP 150
A114N	AL	MM	PT05	3/4"	32"	64"	B	MM	PT05	45 MM	33	
A115N	AL	MM	PT05	3/4"	32"	64"	B	MM	PT05	45 MM	32	

Exhibit B













4
FT

12
M

