

**County of Pulaski
Request for Proposal**

**Randolph Park – Evelyn Alexander Waterpark Commercial Pool Replaster
and Cosmetic Upgrades**

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Please check
Enclosed

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NOTICE TO VENDORS, CONTRACTORS, PROPOSERS: Please verify that all attachments listed and marked as enclosed are present in the proposal package. Please notify the County of Pulaski of any discrepancies immediately. Failure on the part of any vendor, contractor, or proposer will not relieve same from meeting any and/or all requirements of any documents inadvertently omitted.

January 29, 2024

The Patriot / Southwest Times
P.O. Box 2416
Pulaski, VA 24301

To Whom It May Concern:

Please advertise the following request for proposal as a line ad in the Classified (legal) section of the Southwest Times. A bill and certificate should be mailed to:

Shay Dunnigan
Director of Parks and Recreation, County of Pulaski
"Randolph Park – Evelyn Alexander Waterpark Commercial Pool Replaster and
Commercial Upgrades"
143 Third Street, NW, Suite 1
Pulaski, VA 24301

Should you have any questions or problems with advertising at the requested time, please telephone me at 540.994.2587. Thank you for your attention to this request.

Sincerely,

Shay Dunnigan

Enclosure

**ADVERTISEMENT AND PUBLIC NOTICE
REQUEST FOR PROPOSALS**

**Randolph Park – Evelyn Alexander Waterpark Commercial Pool Replaster
and Cosmetic Upgrades**

The County of Pulaski, Virginia is seeking proposals for a complete replaster of the 240,000-gallon commercial pool at Randolph Park’s Evelyn Alexander Waterpark. The waterpark offers zero entry access, depths reaching a maximum of 6 feet, and a separate baby pool in close proximity.

Proposals are due no later than 5:00 p.m. on **Thursday, February 29th, 2024**. Any proposals received after this deadline will be returned to the vendor/contractor unopened. Proposals from vendors need to demonstrate the ability to manage a commercial pool replaster project in the 2024 calendar year. The County reserves the right to reject any and all proposals, and/or divide any project into sections. Pulaski County is an equal opportunity/affirmative action employer.

Inquiries and requests for proposal packets can be obtained by calling, mailing, or emailing:

***Pulaski County Parks & Recreation Department
143 Third Street, NW, Suite 1
Pulaski, VA 24301
540-994-2587
sdunnigan@pulaskicounty.org***

Note to newspaper: Please print in the legal section of your newspaper as soon as possible

Public notice posted on Monday, January 29th, 2024 by Shay Dunnigan.

**SPECIFICATIONS
REQUEST FOR PROPOSALS**

**Randolph Park – Evelyn Alexander Waterpark Commercial Pool Replaster
and Cosmetic Upgrades**

The County of Pulaski, Virginia is seeking proposals for a complete replaster of the 240,000-gallon commercial pool at Randolph Park’s Evelyn Alexander Waterpark.

- 1) **Pool Facility Replaster:** The Evelyn Alexander Waterpark features a 240,000-gallon commercial pool. The waterpark offers a complex design including zero entry access, island with bench seating, in pool depths reaching a maximum of 6 feet, and a separate 2,250-gallon baby pool in close proximity.
- 2) **Cosmetic Upgrades:** The Evelyn Alexander Waterpark zero entry currently features a varying surface material that requires updating and modernization. The complete pool facility parameter features cosmetic tile décor that requires updating.

Proposal Contents:

The respondent’s proposal for professional services must include, at minimum, the following:

1. A biographical sketch and qualifications of the business/individual which will be performing the work and plans for staffing this type of operation.
2. A description of any similar projects in which the business/individual has participated in during the past three (3) years as well as involvement of the business/individual to the project, a description of the size and value of the project, and the names and phone numbers of references who may be contacted.
3. List any additional services which could be provided and cost if applicable.
4. Name, address, and telephone number of the contact person.
5. A signed copy of the pages included in this document. Page 6 “Contractor Policy of Non-Discrimination” and page 7 “Drug Free Workplace”

Proposal Submittal:

Two copies of proposals requested herein must be received in a **sealed envelope** clearly marked "**Randolph Park – Evelyn Alexander Waterpark Commercial Pool Replaster and Cosmetic Upgrades**" no later than 5:00 p.m. on Thursday, February 29th, 2024. Any proposals received after this deadline will be returned to the vendor/contactor unopened. No bids will be opened prior to the deadline listed.

Proposals and inquiries should be addressed to the:

Pulaski County Administrator's Office
**Randolph Park – Evelyn Alexander Waterpark Commercial Pool Replaster and
Cosmetic Upgrades**
143 Third Street, NW, Suite 1
Pulaski, VA 24301

Proposal Evaluation:

Evaluation of proposals will be generally based on, but not limited to, the following criteria:

1. Qualifications and experience of personnel involved in project.
2. Proximity of the business/individual to Pulaski County.
3. Previous work experience with Pulaski County.
4. Significant experience of business/individual in large scale commercial pool projects including replastering
5. Timetable for implementation of the scope of services.

The County of Pulaski's authorized selection committee will review all proposals and select respondents deemed best qualified, responsive, and suitable for interviews. At the conclusion of the interviews, the business/individual will be ranked in order of preference, and contract negotiations will be instituted with the respondent ranked first.

Should a satisfactory contract be negotiated, which is fair and reasonable, the award will be made to that respondent. Otherwise, negotiations with the number one business/individual will be formally terminated, and negotiations be conducted with the business/individual ranked second. This process shall continue until a fair and reasonable contract can be negotiated.

The County reserves the right to reject any and all proposals, waive any informality, and/or divide any project into sub-sections. The procurement of these services will comply with the Virginia public Procurement Act. The County of Pulaski is an equal opportunity employer.

INSURANCE AND INDEMNIFICATION GUARANTEE

1. Indemnification and Hold Harmless Requirements
 - 1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Pulaski, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, including but not limited to any such claim, damage, loss or expense which is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a claim against the Contractor or his Subcontractor arising from any work or property that must be restored, repaired or replaced because of Contractor's or Subcontractor's work being incorrectly or improperly performed. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - 1.2 In any and all claims against the County of Pulaski or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.
2. Contractor's Liability Insurance and Other Insurance
 - 2.1 The Contractor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including but not necessarily limited to, the following:
 1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
 5. claims for damages, other than to the work itself, because of injury to destruction of real or tangible property, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
 - 2.2 The insurance required by Subparagraph 2.1 shall be written for not less than any limits of liability specified in the Contract Documents, or as required by law, whichever is greater.
 - 2.3 The insurance required by Subparagraph 2.1 shall include contractual liability insurance applicable to the Contractor's obligation under Paragraph 1.
 - 2.4 Certificates of Insurance acceptable to the County of Pulaski shall be filed with the County prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the County

CONTRACTOR'S POLICY OF NONDISCRIMINATION

Pursuant to Section 11-51 of the 1950 Code of Virginia, as amended, during the performance of any contract awarded, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so such provisions shall be binding upon each subcontractor and/or vendor.

Additionally, the contractor will not discriminate against any employee or applicant on the basis of handicapped status, except where handicapped status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Signature of Authorized Agent

Date

DRUG FREE WORKPLACE MAINTENANCE BY CONTRACTOR

Pursuant to Section 11-51.1 of the Code of Virginia, all public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees placed by or on behalf of the contractor's prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Signature of Authorized Agent

Date