

City of Evansville



Request for Proposal

RFP-01-512-23
Swonder Ice Arena
Update Ice Cooling System
for the Evansville Parks and Recreation Department

NOTICE TO CONTRACTORS

The Department of Parks and Recreation, City of Evansville will accept sealed proposal for Update Ice Cooling System until 11:00 am Tuesday March 21, 2023 to be opened in a public meeting at Swonder Ice Arena at 209 N. Boeke Road, Evansville IN 47714. Proposal submitted up until the morning of Tuesday March 21, 2023 at 10:15 a.m. shall be submitted to the Purchasing Department, Room 323 Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals may also be dropped off up to the public opening on Tuesday March 21, 2023 until 11:00 am. CST at Swonder Ice Arena 209 N. Boeke Rd., Evansville IN 47714. Proposals submitted shall use the following proposal title: **RFP-01-512-23 Swonder Ice Arena – Update Ice Cooling System.**

Contractor Instructions

INTRODUCTION

The Board of Park Commissioners (the "Board") for the Department of Parks and Recreation for the City of Evansville (the "City"), is soliciting Requests for Proposals from qualified contractors to Update Ice Cooling System for Swonder Ice Arena located at 209 N. Boeke Rd. Evansville, Indiana 47711. Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing contractor (hereinafter "Contractor")

GENERAL REQUIREMENTS

It is the desire of the City for the Contractor to restore and update the Ice Cooling System, with all parts and labor required. The contractor will include any Engineering services required for the restoration.

RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

CONTACT WITH MUNICIPALITY EMPLOYEES

To ensure a fair and objective evaluation of all proposals, contractors are required to submit all inquiries in writing to the City of Evansville at lkbenett@evansville.in.gov. Each Email should be titled: *Update Ice Cooling System*.

Inquiries shall be submitted to City of Evansville Purchasing no later than 48 hours prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all perspective parties.

ASSESS RFP DOCUMENTS

Before submitting a proposal, contractors shall examine the specifications in order to understand all existing conditions and limitations.

COSTS OF RFP PREPARATION AND SUBMISSION

Each contractor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

OPENING OF PROPOSALS

All responses received by the submission deadline will be publicly opened at Swonder Ice Arena on Tuesday March 21, 2023 @ 11:00 am. Responding contractors are welcome at the public opening. However, only the names of the companies responding will be disclosed so as to avoid disclosure of contents to competing Operators during the process of negotiation (IC 5-22-9-4).

PROPOSAL REVIEW

All documents submitted as part of the Contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Contractor's information to a competing Contractor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

PROPOSAL FORMAT AND FORMS

Each proposal will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope bearing the title of work and the name of the contractor. One (1) original and four (4) copies shall be provided.

The proposal must be prepared and presented in the following format:

Section 1 – Introduction

Provide an introduction of your company, including principal owners.

Section 2 – Contractor Background and Qualifications

Provide narrative responses to the following questions, including any necessary documentation, for each item listed below.

1. Specify the number of years your company has been in business.
2. Describe the seniority, tenure and background of the senior management team.
3. Describe your company's service & support philosophy, how it's carried out.

Section 3 –References

Provide references of work including the names, titles, and telephone numbers of previous clients who can speak to your ability to perform the work.

Section 4 – Implementation and Support

1. Provide a detailed summary of Contractor's ability to meet the scope of work as described.
2. Describe the Warranty on the proposed equipment.

3. Provide a list of Repair and Service providers in the event of a service outage and the hours and days that an on-site response is available.
4. Provide cost of support for both the warranty and post warranty period.
5. Describe your company's implementation plan and timeline (from time of award).
6. Describe your Company's proposed end-user and technician training on the operation and maintenance of proposed equipment for Swonder Ice Arena employees. Include training options for pre-installation as well as maintenance training after installation and acceptance. Include any additional training costs.
7. **IN A SEPARATE SEALED ENVELOPE, WITH THE BID BOND**, provide the following:
 - a. Pricing for the scope of work
 - b. Security Bond for 5% of total costs of project.

Section 5 – Insurance

Provide proof of insurance for the following:

- | | |
|---|---------------------------|
| • General Aggregate: | Not Less than \$5,000,000 |
| • Products & Completed Operations Aggregate | Not Less than \$5,000,000 |
| • Personal & Advertising Injury | Not Less than \$1,000,000 |
| • Each Occurrence | Not Less Than \$ 750,000 |
| • Fire Damage (Any One Fire) | Not Less Than \$ 50,000 |
| • Medical Expense (Any One Person) | Not Less Than \$ 5,000 |

Satisfactory proof of coverage must be from a reliable company licensed to do business in the State of Indiana, and furnished by Seller to the City of Evansville Parks Commissioners prior to commencing any work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner and listing the City of Evansville as additional insured. Certificates of such insurance shall contain the provision that the City of Evansville be give 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

Section 6 – Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

1. Equal Employment Opportunity
2. Indiana Legal Employment Declaration
3. Conflict of Interest/Familial Disclosure
4. Non-Collusion Affidavit

DELIVERY OF PROPOSALS

The submittals should be sealed and clearly labeled as response to “Request for Proposals for Swonder Arena-Update Ice Cooling System.” It is the sole responsibility of the contractor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the contractor unopened.

RFP's must be delivered before 10:15 am on Tuesday, March 21, 2023, to the following address:

City of Evansville Purchasing
1 NW Martin Luther King Jr. Blvd
Room 323
Evansville, IN 47708

RESPONSE INSTRUCTIONS

- A. The responsibility for submitting proposals in a timely manner is solely that of the contractor. The owner will not be responsible for delays in mail delivery or delays caused by any other occurrence.
- B. Contractors shall submit their proposal in the required format and supplying all the required information.
- C. Contractor shall submit an original and four (4) copies of their proposal.
- D. Contractors are required to provide all requested information. Proposal should be submitted in a sealed envelope showing the contractor's name, business address, bid title, date and time of bid opening on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- E. Complete withdrawal or complete exchange of proposal is acceptable, if done before scheduled opening.
- F. Do not include taxes in proposal figures. The City is exempt from state and federal taxes. An exemption certificate will be provided upon request.
- G. All proposals must be signed by an authorized official of the firm.

BID BOND

Contractors are required to submit a Security Bond within the sealed pricing envelope.

- A. All proposals will require a bond or certified check in an amount equal to five percent (5%) of the Contractors total cost. Bonds must be executed by a corporate surety licensed under

- the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the Bond.
- B. All proposals not accompanied by a security bond or certified check payable to the City of Evansville will be rejected as non-responsive.
 - C. Contractors wishing the return of a security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Vendor.

Proposal Evaluation

EVALUATIONS

Evaluations of the proposals are expected to be completed within 7 days after the opening. An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below. The proposal selected shall provide the most comprehensive approach to providing services and merchandise that meets the stated requirements.

Item A. The primary criteria for contractor evaluation and consideration are:

1. Work Plan (50%)
 - a. Compatibility with Existing System (with no loss of features & functionality)
 - b. Cost of Technical Support (for warranty **and** post warranty period)
 - c. End-User & Technician Training Plan
 - d. Time Frame & Implementation Plan
2. Past Performance (30%)
 - a. Local Support of Contractor
 - b. Experience with Similar Contracts
3. Cost Evaluation (20%)
 - a. Pricing for parts and labor and any engineering service required.

Discussions may be conducted with parties responding to the RFP for purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The agency reserves the right to reject any or all proposals, or to make no award. The agency further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the agency.

The agency may award based on initial proposals received, without discussion of such proposals. Selected contractors may be invited to make oral presentations to the evaluation team.

Contractors may be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

Item B. Cost Evaluation/Score Card

Cost Evaluation/Price Proposal will be reviewed upon completion of the final technical scoring of proposals. The Vendor's Price Proposal will be allocated a maximum potential score of (25) points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for costs:

Vendor's Price Score= (lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score (25)

For the purpose of use of this formula, The lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Evaluation Score.

Evaluation Factor	Points	Proposer Company			
		Company A	Company B	Company C	Company D
TECHNICAL EVALUATION (80%)					
Work Plan (50%)					
1. Compatibility with Current System (without loss of functionality)	50				
2. End -User and Technician Training Plan	25				
3. Time Frame & Implementation Plan	35				
4. Cost of Technical Support (warranty and post warranty)	40				
Subtotal- Work Plan	150				
Past Performance (30%)					
1. Local Support of Contractor	15				
2. Experience with Similar Contracts	30				
3. Credentials	25				
Subtotal - Past Performance	75				
TOTAL TECHNICAL EVALUATION (Proposals must achieve minimum score of <u>135</u> in order to be evaluated for cost)	225				
Cost Evaluation (20%)	\$				
Proposer's Price Score = (Lowest Proposed Price/ Proposer's Proposed Price) x Number of Points from Score (25)					
Price Proposal (Parts and Labor)	25				
TOTAL COST EVALUATION	25				
Total - All Evaluatuion Points	250				

RIGHT OF REFUSAL

The municipality reserves the right to reject all RFPs in their entirety or to select certain application software from the RFPs. The municipality reserves the right to award the contract in any manner deemed in the best interest of its citizens.

SUBCONTRACTORS

The City of Evansville intends to contract with one prime Operator who will be solely responsible for contractual performance. In the event the prime Operator utilizes one or more subcontractors, the prime Operator will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all contractors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and public works contracts. (See City of Evansville Municipal Code 3.90.110-180)

E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

TAXES

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract. The Pro-shop Operator shall pay all sales taxes on products/services sold.

LICENCES AND PERMITS

The successful Contractor or Contractors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Provider certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

USE OF THE CITY OF EVANSVILLE'S NAME

Upon entering an agreement, the successful Contractor or Contractors agree not to use the name of the City of Evansville, Board of Park Commissioners, Department of Parks and Recreation or Swonder Ice Arena in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville and/or the Board of Park Commissioners.

INCORPORATED BY REFERENCE

This Request for Proposal (RFP) distributed by the City of Evansville, Including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Contractor constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

ADVERSARIAL PARTIES

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville/Vanderburgh County shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville and/or Vanderburgh County.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against they City/County shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote or Request for Proposal; and the matter shall be referred to the City/County Law Departments for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the Law Departments in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

FINAL DETERMINATION

All final determinations with respect to whether a bidder is responsive and responsible shall be made by the Board of Park Commissioners. The final decision and selection of a Contractor shall be made by the Owner, in the Owner's sole discretion.

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SCOPE OF WORK

1. REQUIREMENTS

The Ice Arena Cooling Systems is needed to bring the system up to new condition. The scope of work will consist of parts, labor, and warranties. It will also encompass any and all engineering services that will be required.

2. TECHNICAL SUPPORT COSTS

The Contractor shall provide technical support through, set-up, warranty and post warranty period. The Contractor shall provide a cost, if any for the described service. Contractor shall also provide contact information both phone and email addresses.

3. USER AND TECHNICIAN TRAINING

Contractor shall provide the necessary training in the operation and maintenance of all equipment provided. Such training must include system operation, system management, and customer level maintenance. Training shall include pre-installation session to identify all system features as well as maintenance training after installation and acceptance. The Contractor shall provide on-site training for Swonder personnel. The training cost, if any shall be included in the pricing section of this RFP.

4. TIME FRAME AND IMPLEMENTATION PLAN

The chosen Contractor shall provide an overall project schedule before an Agreement will be executed. This schedule should clearly identify the final completion acceptance and sign off, etc.

5. EQUIPMENT

The Contractor shall provide all labor, materials and equipment necessary to complete the Update to the Ice Cooling System. All necessary parts and labor and any other miscellaneous equipment and supplies shall be included in the proposed price. All items are to be furnished and installed in accordance with good industry practice and manufacturer's written or published instructions. Installation shall conform to standards organizations, as well as federal, state and local laws and building codes. The dealer/distributor or entity performing the work must be officially authorized by the manufacturer (if required) to sell and install and upgrade the systems for warranty compliance or other purposes in the interest of the City of Evansville.

Please indicate the manufacturer warranty that will be in place for each system including any component warranties. The warranty shall cover defects in materials and workmanship, under normal use and service, and should include parts and labor. Warranties shall be effective on the date of

acceptance. Please attach detailed warranty statements with your proposal, along with contacts for warranty service.

6. WORK PLACE SAFETY & CLEANUP

The contractor shall be responsible for initiating, maintaining, and supervising a safety program during the work. The Contractor's project manager or site supervisor is responsible for the safety on the job site. The Contractor shall take precautions for the safety and protection of:

- a) Employees, the City and Citizens.
- b) All work and materials to be incorporated in the job, whether in use or storage on the job site or off.
- c) All other property on or adjacent to the job site.
- d) Proper warning, barricading and traffic control and/or signs, when applicable.

The Contractor shall maintain such storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. Swonder Arena manager shall be consulted with regard to locations.

The Contractor shall confine storage of materials to those designated area. The Contractor shall properly secure the construction area and the material storage site in order protect his/her work, tools, and all materials (including City's) from unauthorized access and vandalism.

Regular cleanup by the Contractor shall be an integral part of the work. Debris and spoils shall be neatly stockpiled and hauled from the job site in a timely manner. Aggregates, fuels, liquid and tools shall be protected from environmental forces so as to protect personnel and property around the work site. The Contractor shall be responsible for disposal of construction debris and trash. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with government regulations. The Contractor will remove all debris and broom clean the work site at completion of the project.

Cost Proposal/Budget

Name and contact information of local support contractor: _____

Name

Address

City

State Zip

email

Phone#

Technical Support

Provide Post Warranty _____ YES _____ NO

Cost of Post warranty: \$ _____

(Written)

Provide Training

User _____ YES _____ NO

Technician _____ Yes _____ NO

Cost of Training: \$ _____

(Written)

Time Frame Implementation: Start Date: _____

Estimated end date: _____

Equipment Cost: Parts \$ _____

(Written)

Labor: \$ _____

(Written)

Engineering or other cost: \$ _____

(Written)

Please include a detail list of all components included in the proposal and attach to this sheet.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. in the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Contractor Representative (Please Print)

Signed

Contractor Name

Telephone

Contractor Address

Date

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

) ss:

_____COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

County of Residence: _____

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

For instructions and electronic registration for E-verify, please see:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

ALL BIDDERS must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____ **Title:** _____

Vendor/Bidder: _____

STATE OF _____ **)**

) SS:

COUNTY OF _____ **)**

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____,

_____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 20____.