

Public Contract For Services Staff Report

DATE:**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT **CC:** JASON TRUJILLO, PARK RANGER OF PARKS, TRAILS, AND BUILDING GROUNDS
AMY KNOPP, RUETER-HESS RESERVOIR MANAGER
STEVE SHOULTZ, CPRE, ASSISTANT DIRECTOR OF PARKS, TRAILS, AND BUILDING GROUNDS**SUBJECT: PUBLIC CONTRACT FOR SERVICES – PURCHASE OF A SAFETY BOAT FOR RUETER-HESS RESERVOIR IN AN AMOUNT NOT TO EXCEED \$150,000**

BOARD OF COUNTY COMMISSIONERS MEETING:**JULY 23, 2024 @ 1:30 PM**

I. EXECUTIVE SUMMARY

This public contract for services is to purchase a safety boat and trailer for Rueter-Hess Reservoir (Rueter-Hess) in an amount not to exceed \$150,000. This project has been recommended for approval by the Rueter-Hess Recreation Advisory Board (RAB) and the members Parker Water and Sanitation District (the landowner), the City of Castle Pines, the City of Lone Tree, the Town of Parker, the Town of Castle Rock, and Douglas County. This request aligns with the Board of County Commissioners' (BOCC) Core priorities of delivering Public Safety by protecting life and property, County Services to deliver high-quality services, and Historic and Natural Resources by promoting responsible stewardship of natural resources.

II. PROJECT REQUEST**A. Request**

Staff requests BOCC approval to enter a public contract for services with Great Lakes Marine for a commercial safety boat, motor, and trailer to be utilized at Reuter-Hess Reservoir in an amount not to exceed \$150,000. The Reuter-Hess Recreational Area Fund (Fund 245) can solely support this project.

B. Process

Staff worked with the RAB to identify operational needs and solutions, and Parker Water and Sanitation District reviewed the proposed solution to ensure compatibility with its operations. Projects are vetted and recommended by the RAB for funding consideration to the BOCC.

With the BOCC approval, staff will contract Great Lakes Marine to purchase the safety boat and trailer for a one-time purchase not to exceed \$150,000.

C. Location

This safety boat will be utilized at Rueter-Hess Reservoir.

D. Project Description

This opportunity to purchase the safety boat and trailer will improve public safety and support recreation and maintenance operations at Rueter-Hess Reservoir. The safety boat is engineered specifically for emergency service providers and commercial maintenance operations.

Through the public contract for services, Great Lakes Marine will be responsible for providing professional expertise, knowledge, and experience for the purchase and configuration of a safety boat, motor, and trailer. The boat will enable the rangers to respond to dangerous situations more effectively. Its larger size and public safety configuration are purposely designed to operate safely in significant storm events and to rescue more people at one time.

The configuration of the safety boat includes features that will be utilized for dock and buoy maintenance when water elevation fluctuation occurs and removal of recreational infrastructure when the reservoir freezes and re-installation when the reservoir thaws.

III. BACKGROUND

Participation in paddle sports is increasing. There were 688 visitors in June of 2023 and 1,747 in June of 2024. Water-based rescues and assists are increasing. The number of rescues and assists in May and June of 2024 is 30, whereas in 2023, the total rescues and assists were 58. United States Coast Guard boating safety data identifies that kayaks, canoes, inflatables, and paddleboards have the highest reports of drownings in Colorado. Accident events were reported as capsizing, falls overboard, and swamping. Colorado Parks and Wildlife reported 83% of those who drowned were not wearing life jackets.

During the February 9, 2024, RAB board meeting, staff presented a safety boat needs assessment based on safety data, market research, and operational needs. The RAB unanimously voted to recommend to the BOCC that a safety boat be purchased and to allocate a one-time budget not exceeding \$150,000.

Staff completed the Invitation for Bid process (IFB#019-24) on May 31, 2024. The County received one bid packet, which was presented to the RAB for review at the June 14, 2024, board meeting. The RAB supports contracting Great Lakes Marine to purchase the safety boat and trailer.

IV. DISCUSSION

The opportunity to purchase a safety boat will enable staff to respond more effectively to water-related emergencies and provide necessary features to maintain recreation infrastructure. When the Stanley boat was benchmarked against two other prominent commercial boat manufacturers, it was the only one with all the essential criteria for operational needs and was cost-effectively priced in comparison. The essential features include the carrying capacity, rescue gate, large motor, self-bailing, shelter, storage, commercial construction, crane, bow gate, warranty, and components.

Great Lakes Marine’s initial bid price	\$155,995
Forego optional features	(\$5,039)
Staff negotiated a price reduction	<u>(\$956)</u>
Final cost	\$150,000

V. RECOMMENDED ACTION

The RAB recommends that the Board of County Commissioners approve this public contract for service and one-time not to exceed budget of \$150,000.

ATTACHMENTS	PAGE
Public Contract For Services – Safety Patrol Boat For Rueter-Hess Reservoir.....	
Invitation For Bid No. 019-24	1
Great Lakes Marine Bid Response Packet	

**PUBLIC CONTRACT FOR SERVICES
SAFETY PATROL BOAT FOR RUETER-HESS RESERVOIR**

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 202__, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **GREAT LAKES MARINE-DENVER, INC dba GREAT LAKES MARINE**, a Corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the **PURCHASE AND CONFIGURATION OF A SAFETY BOAT**; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: AMY KNOPP, MANAGER RUETER-HESS RESERVOIR, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit A and Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)** for the current fiscal year. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of **12:01 a.m. on JULY 15, 2024 and terminate at 12:00 a.m. on SEPTEMBER 29, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8. **INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to:

Amy Knopp
9651 S Quebec Street
Littleton, CO 80130

E-mail: aknopp@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
E-mail: Attorney@douglas.co.us

and by the County to:

Kellen Robert Friedlander
Great Lakes Marine
12294 Mead Way
Littleton, CO 80125
E-mail: kellen@greatlakesmarine.net

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd IFB #019-24 SAFETYBOAT for the RUETER-HESS RESERVOIR
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to IFB #019-24 SAFETY BOAT for the RUETER-HESS RESERVOIR

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of

government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

GREAT LAKES MARINE-DENVER, INC dba GREAT LAKES MARINE

BY: [Signature]

ATTEST: (if a corporation)

Printed Name Kellen Robert Friedlander

Title: President

Title: _____

DATE: 6/28/24

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Arapahoe)

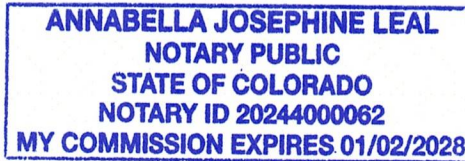
ss.

The foregoing instrument was acknowledged before me this 28th day of June, 2024, by Annabella Josephine Leal

Witness my hand and official seal

[Signature]
Notary Public

My commission expires: 01-02-2028



**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT

BY: _____

BY: _____

**GEORGE TEAL,
CHAIR**

**DOUGLAS J. DEBORD,
COUNTY MANAGER**

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND

CHRIS PRATT

DIRECTOR OF FINANCE

SR. ASSISTANT COUNTY ATTORNEY

DATE: _____

DATE: _____

Exhibit A
SCOPE OF SERVICES

The County is purchasing Option 2 of the IFB#019-24 less the solar charging system, jack plate, and inverter. The Consultant agrees to reduce the IFB#019-24 Bid Schedule from \$155,995.00 to **\$150,000.00**. The Consultant will purchase and assemble the following.

One (1) ~ Stanley Twenty-Two foot (22') Safety Boat as specified for **\$150,000.00**

- Estimated delivery date: June 2025
- Dry Weight: 3,430 lbs.
- Warranty: 10 years
- Hull material, Gauge of Aluminum: 0.25
- Motor Manufacture & Model: Yamaha F225XB
- Capacity Weight: 2,930 lbs.
- Dive Door Location: Starboard bow

One (1) ~ Phoenix custom tandem axle trailer as specified at **no additional charge**

- Surge disk brakes on both axles
- Sealed Vault Hub system
- LED lights
- Mounted matching spare tire

Additional items/services as specified at **no additional charge**

- All rigging and setup as the boat will be received by Great Lakes Marine with nothing installed
- Placement of individual components will be determined by Rueter-Hess staff and Great Lakes Marine will assemble and install the individual components to Rueter-Hess staff specifications
- Maintenance service and support will be provided within two (2) days of notice by Rueter-Hess staff. Notice can be made via telephone or email.

The following accessories are excluded from this contract and will not be purchased by the County. Great Lakes Marine will not install the accessories.

- Solar Charging system
- Jack plate
- Inverter

Exhibit B
METHOD OF PAYMENT

The Consultant must provide the County with a written invoice within 30 days of all service or work being performed. Payments shall be made to the Consultant based on invoices submitted by the Consultant, provided that the County's Authorized Representative has approved such invoices.

Both Parties agree that partial payment for completed work is allowed as the project progresses. Invoices for completed work are due and payable within thirty (30) days from the date of issuance.

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR’s insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

DOUGLAS COUNTY GOVERNMENT

Finance Department ~ Purchasing Division

100 Third Street, Suite 130

Castle Rock, Colorado 80104

Telephone: 303-660-7434

www.douglas.co.us

INVITATION FOR BID (IFB)

NO. 019-24

SAFETY BOAT for the RUETER-HESS RESERVOIR

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN
MAY 31, 2024 @ 3:00PM**

BIDDER'S CERTIFICATION

We offer to furnish to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

BIDDER: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL: _____

BY: _____

(Printed or Typed Name)

(Written Signature)

TAXPAYER I.D. NUMBER: _____

Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.

Please submit three (3) copies of your bid response in a sealed envelope that is clearly marked with the Invitation for Bid (IFB) information listed above. Mail or hand carry all bid responses to Douglas County Government, Finance Department, Purchasing Division, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, prior to the due date and time. Electronic and/or faxed bid responses will not be accepted. It is the sole responsibility of the bidder to see that their bid response is received on time; bids will not be considered which are received after the time stated. If closure of Douglas County buildings occurs on the day of a bid opening, the bid response must be delivered to the Purchasing Division before 12 noon on the following business day.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in a said bid and furthermore, to award a contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful bidder.

OVERVIEW:

Through this Invitation for Bid (IFB), the Department of Community Development, Parks, Trails & Building Grounds Division, Rueter-Hess Reservoir Team of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible qualified manufacturers/distributors for the provision of the purchase of a safety boat, as specified, for use at the reservoir.

The IFB documents may be reviewed and/or printed from the Rocky Mountain E-Purchasing System website at www.rockymountainbidsystem.com. IFB documents are not available for purchase from Douglas County Government and can only be accessed from the above-mentioned website. While the IFB documents are available electronically, Douglas County cannot accept electronic bid responses.

BACKGROUND:

The Rueter-Hess Reservoir and Property (collectively “the Property”) is owned by Parker Water and Sanitation District (PWSD). Douglas County (the County) is the managing jurisdiction for recreation on the Property. All agreements are subject to and subordinate to the terms and conditions of the legal agreements between PWSD and Douglas County.

The Property is located at 9343 Double Angel Road, Parker, CO 80134, in the County of Douglas, State of Colorado. It is centrally located in the northern tier of the County and is approximately five (5) miles east of Interstate 25 and is surrounded by the Town of Parker, the City of Castle Pines, the City of Lone Tree, and the Town of Castle Rock.

The Property is dissected into two sections by Hess Road. The northern section is about 425 acres and offers a trailhead, parking lot with about 80 spaces, 6.5 miles of natural surface non-motorized trails, and the Incline challenge. The reservoir section is situated on the south side of Hess Road and offers water access for paddle sports, fishing, and natural surface non-motorized trails. There is a pavilion, observation deck, and three parking lots with about 250 parking spaces.

At the maximum capacity, the reservoir will have about 1,170 water surface acres for planned recreational activities. Allowed water-based recreation includes standup paddleboarding, canoeing, and kayaking from May 1st through October 31st, with peak use between June and early September. In 2023, approximately 5,000 people participated in paddle sports activities. Visitation tripled in 2023 and it is expected to increase in subsequent years. It is important to note that the historic rain and unusually cold temperatures impacted the 2023 recreation season.

The watercraft launch area holds the highest volume of concentrated visitors during the summer. There was a watercraft recreation concession in place during the 2023 season.

The launch area shoreline is rugged and primarily native. The transition from the shore to the water is swampy, making it challenging to board watercraft. The water level can fluctuate a foot per day. Over the season, the water level could change by ten (10) feet.

BID CONDITIONS AND PROVISIONS:

All bids must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this IFB, which shall become part of the final contract.

All bids must be signed by a duly-authorized official of the company. The completed and signed bid (together with all required attachments) must be returned to the Purchasing Division on or before the due date and time shown on Page 1.

All participating bidders, by their signature hereunder, shall agree to comply with all of the conditions, requirements

and instructions of this IFB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages and must be on company letterhead and accompany the bid response. Should the County omit anything from this IFB that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Division; see page six (6) for submission of question information.

All bidders are required to complete all the information requested in this IFB. Failure to do so may result in the disqualification of the bid. When omitting a bid on an item, please insert the words "NO BID".

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Bids shall be firm quotations subject to acceptance or rejection within ninety (90) days of the bid opening date.

A bidder may withdraw their bid at any time prior to the scheduled time of receipt; however, persons or firms withdrawing bids may not submit another bid in this matter.

The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The County reserves the right to negotiate optional items and/or services with the successful bidder.

The successful bidder will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the Laws of the State of Colorado for the duration of a contract issued as a result of this IFB. Additionally, the County must be notified of any changes occurring in this coverage and the successful bidder must demonstrate to the County that such changes do not in any way affect the minimum liability insurance required for this bid.

All information submitted in response to this IFB may be subject to disclosure under the Open Records Act. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of a response to this IFB. If any portion of your response is identified as proprietary and/or confidential, a redacted flash drive copy must be provided with your original hard-copy response.

The successful bidder may be required, as a provision of this IFB, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful bidder shall be in complete compliance with all of the specifications, terms and conditions of this IFB as outlined above. The County shall have the right to inspect the facilities and equipment of the successful bidder to ensure such compliance.

No bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this IFB.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the County of Douglas, securing all necessary licenses and permits in connection with this IFB.

All materials furnished or services performed under the terms of a contractual agreement issued as a result of this IFB shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable federal, state and local codes.

In the event that this IFB requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any performance bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All bidders must take into consideration that only the County's contract documents will be used in the finalization of any agreement issued as a result of this IFB. Bidders are responsible for reviewing such documents prior to submitting their response.

All bidders must submit written disclosure of any known potential conflicts of interest that may result during the course of performance of the services listed herein.

ETHICAL STANDARDS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or IFB therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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An option within the system allows for vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to www.ethicspoint.com and entering Douglas County Government, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

NON-COLLUSIVE BIDDING CERTIFICATION:

By the submission of this bid, the bidder certifies that:

- 1) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.

- 2) The contents of the bid have not been communicated by the bidder; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this bid.
- 3) No bidder shall submit more than one bid, to include an alternate bid or bids, for this purchase.

NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under a contract issued as a result of this IFB, the successful bidder must agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The successful bidder must further agree to insert the foregoing provision in all subcontracts hereunder.

INDEMNIFICATION:

Indemnification by the County. The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the bidder or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification by the Bidder. The bidder shall defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of any agreement issued as a result of this IFB; provided, however, that the bidder need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

INDEPENDENT CONTRACTOR:

The bidder is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the bidder to perform work under this Agreement shall be and remain at all times, employees of the bidder for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

A bidder may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County IFB without the prior written approval of the County Purchasing Division.

CANCELLATION:

The County reserves the right to cancel the whole or any part of a contract issued as a result of this IFB due to failure of the bidder to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the bidder for failing to act in compliance with the terms and conditions of such contract.

EXAMINATION OF RECORDS:

The bidder agrees that the County shall, until the expiration of three (3) years after the final payment under an

agreement issued as a result of this IFB, have access to and the right to examine any directly pertinent books, documents, papers and records of the bidder involving transactions of such agreement.

PRICE, PAYMENT, AND DELIVERY:

- 1) All prices shall be firm and fixed for the specified time frame.
- 2) All payment terms shall be “Net 30”; consideration will be given to any discounts offered for payments made earlier than “Net 30”, please explain.
- 3) All deliveries will be “F.O.B. ~ Destination” to 9343 Double Angel Road, Parker, Colorado 80134.

TAXES:

All price quotations shall reflect all applicable tax exemptions for Douglas County:

- 1) Federal Registration Number: 84-6000761
- 2) State Registration Number: 98-04428

COOPERATIVE PURCHASING:

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

REFERENCE LISTING:

Bidders shall furnish a list of three (3) current references to include name, title, address, telephone number, and email address for which they have recently sold the same or a similar safety boat. The inability to contact references may be cause for rejection of your bid response.

QUESTIONS/INQUIRIES/ADDENDUMS:

All questions related to this IFB must be directed to the attention of Carolyn Riggs, Purchasing Supervisor, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, 303-660-7434, criggs@douglas.co.us. All questions must be in writing and responses will be shared with all potential respondents, as appropriate.

Questions will be received until 4:00pm (MDT) on Monday, May 13, 2024. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no-later-than Friday, May 17, 2024.

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their IFB response.

**INVITATION FOR BID (IFB)
NO. 019-24
SAFETY BOAT for the RUETER-HESS RESERVOIR
SAFETY BOAT SPECIFICATIONS**

All bid responses must address each of the following specifications and be submitted with the ability to manufacture a safety boat, as described. Do not exclude any major or minor parts, safety features, and/or items of information not specifically mentioned, but which would normally and reasonably be provided. Please be advised that the greater the degree of specificity, the more likely it will be for the County to review your response favorably.

If the manufacturer has a twenty-foot (20') and a twenty-two foot (22') safety boat, please submit bid pricing for each size boat. Please list any additional features/benefits and provide color pictures/brochures/schematics.

The completed safety boat must pass inspection and meet with the final approval of the County prior to payment. Appearance and safety of the finished work are of primary importance. Any portion of the work may be rejected due to appearance or imperfections that create hazards to users.

Category	Description
Type	Commercial Use V-Hull
Length	20' - 22'
Dry Weight (Boat)	Maximum 2,700 Lbs.
Warranty	Minimum 10 Year Warranty
Hull Material and Features	Marine Grade Aluminum: Identify the Gauge Of Aluminum, Non-Slip Light Colored Deck Flooring, Min 3 Cleats (Per Side), Tow Bar, Custom Rail Locations
Motor	Minimum 150 HP, Identify the Exact Manufacturer and Model, List Recommended Size and Manufacture
Capacity	Minimum 2,500 Lbs.
Control Center	Center Console with Matching Seating
Shelter	Plexiglass Windshield, Fixed T-top, Drop Down Canvas Zipper Covers for Additional 3 Side Weather Protection
Seating	Minimum 2
Lights	Navigational Lights, Search Lights, Red & White Dome Light, Fixed Spotlight
Rescue/Dive Door	Integrated Steps, Bidder Will Identify the Dive Door Location
Bow Gate	Minimum 54" Entry
Stokes Basket Storage	Area To Store a Stokes Basket or Spine Board
Crane	Near Bow, Minimum 500lbs Lifting Weight, Removable Option
Bilge System	Self-Bailing, Auto and Manual Bilge System
Storage	Minimum of 1 Locking Dry Storage Area Capable of Housing PFDS, Tools, AED, First Aid Kit
Exterior Swimmer Grab Bars	One Side Minimum
Side Bumpers	Side Bumper Protection

Trailer	Tandem-Axel Trailer with Spare, Tie Down Straps
Roof Mounted Solar Charging System	Capable of maintaining the charge on a marine-grade battery
Battery Charger	On Board Battery Charger, Three Bank 15 AMP
Electronic Inverter	Minimum Two Outlet, 2000-Watt, 12 Volt
Push Knees/Bumpers	Front Mounted
Local Vendor Repair	Identify Local (Within 20 Miles of The Reservoir) Boat Dealer/Repair Shops that the County Could Use
Hydraulic Transom Jack Plate	To Be Recommended by Manufacturer
Customer Installed Equipment	Can the Bidder Install Equipment Purchased by the County, such as Depth/Sonar/GPS System?

**INVITATION FOR BID (IFB)
NO. 019-24
SAFETY BOAT for the RUETER-HESS RESERVOIR
BID SCHEDULE**

1) One (1) ~ Twenty-foot (20') Safety Boat, as specified \$ _____

- Estimated Delivery Date ARO: _____
- Dry Weight: _____
- Warranty: _____
- Hull Material, Gauge of Aluminum: _____
- Motor Manufacturer & Model: _____
- Capacity Weight: _____
- Dive Door Location: _____
- Local Vendor Repair Shop: _____

2) One (1) ~ Twenty-two foot (22') Safety Boat, as specified \$ _____

- Estimated Delivery Date ARO: _____
- Dry Weight: _____
- Warranty: _____
- Hull Material, Gauge of Aluminum: _____
- Motor Manufacturer & Model: _____
- Capacity Weight: _____
- Dive Door Location: _____
- Local Vendor Repair Shop: _____

3) Comments: _____

4) Reference #1: _____

5) Reference #2: _____

6) Reference #3: _____

DOUGLAS COUNTY GOVERNMENT

Finance Department ~ Purchasing Division

100 Third Street, Suite 130

Castle Rock, Colorado 80104

Telephone: 303-660-7434

www.douglas.co.us

INVITATION FOR BID (IFB)

NO. 019-24

SAFETY BOAT for the RUETER-HESS RESERVOIR

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN
MAY 31, 2024 @ 3:00PM**

BIDDER'S CERTIFICATION

We offer to furnish to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

BIDDER: Great Lakes Marine

ADDRESS: 12294 Mead Way

CITY: Littleton

STATE: CO

ZIP: 80125

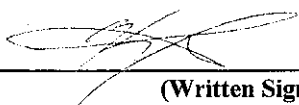
TELEPHONE NUMBER: 303-791-6100

FAX NUMBER: 303-791-4051

EMAIL: kellen@greatlakesmarine.net

BY: Kellen Robert Friedlander

(Printed or Typed Name)



(Written Signature)

TAXPAYER I.D. NUMBER: 84-1015554

Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.

Please submit three (3) copies of your bid response in a sealed envelope that is clearly marked with the Invitation for Bid (IFB) information listed above. Mail or hand carry all bid responses to Douglas County Government, Finance Department, Purchasing Division, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, prior to the due date and time. Electronic and/or faxed bid responses will not be accepted. It is the sole responsibility of the bidder to see that their bid response is received on time; bids will not be considered which are received after the time stated. If closure of Douglas County buildings occurs on the day of a bid opening, the bid response must be delivered to the Purchasing Division before 12 noon on the following business day.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in a said bid and furthermore, to award a contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful bidder.

OVERVIEW:

Through this Invitation for Bid (IFB), the Department of Community Development, Parks, Trails & Building Grounds Division, Rueter-Hess Reservoir Team of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible qualified manufacturers/distributors for the provision of the purchase of a safety boat, as specified, for use at the reservoir.

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In connection with the performance of work under a contract issued as a result of this IFB, the successful bidder must agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The successful bidder must further agree to insert the foregoing provision in all subcontracts hereunder.

INDEMNIFICATION:

Indemnification by the County. The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the bidder or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification by the Bidder. The bidder shall defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of any agreement issued as a result of this IFB; provided, however, that the bidder need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

INDEPENDENT CONTRACTOR:

The bidder is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the bidder to perform work under this Agreement shall be and remain at all times, employees of the bidder for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

A bidder may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County IFB without the prior written approval of the County Purchasing Division.

CANCELLATION:

The County reserves the right to cancel the whole or any part of a contract issued as a result of this IFB due to failure of the bidder to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the bidder for failing to act in compliance with the terms and conditions of such contract.

EXAMINATION OF RECORDS:

The bidder agrees that the County shall, until the expiration of three (3) years after the final payment under an

agreement issued as a result of this IFB, have access to and the right to examine any directly pertinent books, documents, papers and records of the bidder involving transactions of such agreement.

PRICE, PAYMENT, AND DELIVERY:

- 1) All prices shall be firm and fixed for the specified time frame.
- 2) All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.
- 3) All deliveries will be "F.O.B. ~ Destination" to 9343 Double Angel Road, Parker, Colorado 80134.

TAXES:

All price quotations shall reflect all applicable tax exemptions for Douglas County:

- 1) Federal Registration Number: 84-6000761
- 2) State Registration Number: 98-04428

COOPERATIVE PURCHASING:

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

REFERENCE LISTING:

Bidders shall furnish a list of three (3) current references to include name, title, address, telephone number, and email address for which they have recently sold the same or a similar safety boat. The inability to contact references may be cause for rejection of your bid response.

QUESTIONS/INQUIRIES/ADDENDUMS:

All questions related to this IFB must be directed to the attention of Carolyn Riggs, Purchasing Supervisor, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, 303-660-7434, criggs@douglas.co.us. All questions must be in writing and responses will be shared with all potential respondents, as appropriate.

Questions will be received until 4:00pm (MDT) on Monday, May 13, 2024. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no-later-than Friday, May 17, 2024.

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their IFB response.

**INVITATION FOR BID (IFB)
NO. 019-24
SAFETY BOAT for the RUETER-HESS RESERVOIR
SAFETY BOAT SPECIFICATIONS**

All bid responses must address each of the following specifications and be submitted with the ability to manufacturer a safety boat, as described. Do not exclude any major or minor parts, safety features, and/or items of information not specifically mentioned, but which would normally and reasonably be provided. Please be advised that the greater the degree of specificity, the more likely it will be for the County to review your response favorably.

If the manufacturer has a twenty-foot (20') and a twenty-two foot (22') safety boat, please submit bid pricing for each size boat. Please list any additional features/benefits and provide color pictures/brochures/schematics.

The completed safety boat must pass inspection and meet with the final approval of the County prior to payment. Appearance and safety of the finished work are of primary importance. Any portion of the work may be rejected due to appearance or imperfections that create hazards to users.

Category	Description
Type	Commercial Use V-Hull
Length	20' - 22'
Dry Weight (Boat)	Maximum 2,700 Lbs.
Warranty	Minimum 10 Year Warranty
Hull Material and Features	Marine Grade Aluminum: Identify the Gauge Of Aluminum, Non-Slip Light Colored Deck Flooring, Min 3 Cleats (Per Side), Tow Bar, Custom Rail Locations
Motor	Minimum 150 HP, Identify the Exact Manufacturer and Model, List Recommended Size and Manufacture
Capacity	Minimum 2,500 Lbs.
Control Center	Center Console with Matching Seating
Shelter	Plexiglass Windshield, Fixed T-top, Drop Down Canvas Zipper Covers for Additional 3 Side Weather Protection
Seating	Minimum 2
Lights	Navigational Lights, Search Lights, Red & White Dome Light, Fixed Spotlight
Rescue/Dive Door	Integrated Steps, Bidder Will Identify the Dive Door Location
Bow Gate	Minimum 54" Entry
Stokes Basket Storage	Area To Store a Stokes Basket or Spine Board
Crane	Near Bow, Minimum 500lbs Lifting Weight, Removable Option
Bilge System	Self-Bailing, Auto and Manual Bilge System
Storage	Minimum of 1 Locking Dry Storage Area Capable of Housing PFDS, Tools, AED, First Aid Kit
Exterior Swimmer Grab Bars	One Side Minimum
Side Bumpers	Side Bumper Protection

Trailer	Tandem-Axel Trailer with Spare, Tie Down Straps
Roof Mounted Solar Charging System	Capable of maintaining the charge on a marine-grade battery
Battery Charger	On Board Battery Charger, Three Bank 15 AMP
Electronic Inverter	Minimum Two Outlet, 2000-Watt, 12 Volt
Push Knees/Bumpers	Front Mounted
Local Vendor Repair	Identify Local (Within 20 Miles of The Reservoir) Boat Dealer/Repair Shops that the County Could Use
Hydraulic Transom Jack Plate	To Be Recommended by Manufacturer
Customer Installed Equipment	Can the Bidder Install Equipment Purchased by the County, such as Depth/Sonar/GPS System?

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**INVITATION FOR BID (IFB)
NO. 019-24
SAFETY BOAT for the RUETER-HESS RESERVOIR
BID SCHEDULE**

1) One (1) ~ Twenty-foot (20') Safety Boat, as specified \$ 147,995

- Estimated Delivery Date ARO: 06/2025
- Dry Weight: 2,400 lbs
- Warranty: 10 year
- Hull Material, Gauge of Aluminum: .25"
- Motor Manufacturer & Model: Yamaha F150XC
- Capacity Weight: 2,680 lbs
- Dive Door Location: starboard bow
- Local Vendor Repair Shop: Great Lakes Marine

2) One (1) ~ Twenty-two foot (22') Safety Boat, as specified \$ 155,995

- Estimated Delivery Date ARO: 06/2025
- Dry Weight: 3,430 lbs
- Warranty: 10 year
- Hull Material, Gauge of Aluminum: .25
- Motor Manufacturer & Model: Yamaha F225XB
- Capacity Weight: 2,930 lbs
- Dive Door Location: starboard bow
- Local Vendor Repair Shop: Great Lakes Marine

3) Comments: My bid includes a custom tandem axle trailer with disc brakes on both axles and sealed vault bearings

We are more than able to install any additional components desired by the agency we have done complete custom setups for many agencies since the 1970's

4) Reference #1: Colorado Parks and Wildlife Boating Law Administrator Grant Brown 303-791-1954 grant.brown@state.co.us

5) Reference #2: Colorado Parks and Wildlife SE Region Chief Aquatic Biologist Jim Ramsay 719-336-6607 jim.ramsay@state.co.us

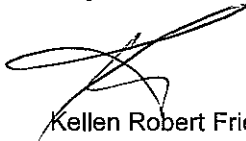
6) Reference #3: Michael Gately Open Space Superintendent City of Westminster 303-658-2796 mgately@westminsterco.gov

To whom it may concern:

The pricing that we submitted for the 22' boat includes the following items which could be subtracted or substituted if so desired. For instance if the 225hp engine is not required we could install an 150hp engine for \$9,190 less or delete the charging system, inverter or jack plate. Our bid also includes a fully custom tandem axle trailer by phoenix trailers including surge disc brakes on both axles, LED lights, sealed Vault Hub system and mounted matching spare tire. Our bid includes all rigging and setup as the boat will come to Great Lakes Marine with nothing installed so all custom upfitting will be done by us and input from end user as to placement of individual components etc. would be welcomed. Great Lakes Marine will deliver a completed and ready for service boat to end user. Great Lakes Marine also will commit to ongoing maintenance service and support to end user at our facility and a service appointment will be provided within 2 business days of being notified. Also the pricing that we have submitted for the 20' boat includes the solar charging system, jack plate, and inverter if you would like to remove those items the pricing would be the same as it would for the 22' boat. Also delivery time frame could potentially be less than anticipated though I will not know for sure until an order is submitted.

Yamaha F225XB	\$26,740
Solar Charging system	\$1,450
jack plate	\$1,689
inverter	\$1,900
Yamaha F150XC	\$17,550

Regards,



Kellen Robert Friedlander
President
Great Lakes Marine
303-791-6100
kellen@greatlakesmarine.net



STANLEY'S ALL-PURPOSE 22' FIRE RESCUE LANDING CRAFT IS THE BOAT FOR MARINE UNITS THAT MUST BE "ALL THINGS TO ALL PEOPLE".

It's a fast boat that can always answer the call, whether it's needed for fire suppression, rescue, or recovery. Ideal for lakes, rivers, harbors, and other inland waterway. It's even beachable!

When outfitted with our Dive Package, it's an ideal platform for teams that utilize slotted tank holders, fold-down dive door with integral ladder, diver grab bar, and the removable davit at the drop-down bow gate. Under-gunnel red LED deck lights, and roof-mounted high-intensity search lights, support successful night operations.

Typically used with a 500 GPM portable pump, the Stanley 22' Landing Craft can be equipped with foam for marine fire fighting, or use it as a water system for structural fire fighting near shore. Can also be rigged as a supply source for other apparatus. This boat is a particularly effective asset for those agencies that must protect cottage properties and other shoreline structures.

Available with or without pump, the 22' Fire Rescue LC can get into shallow water, while easily handling semi-submerged debris in a flood zone, for example. The drop down bow gate allows for versatility in loading and unloading. Push-knees are optional: an excellent choice if your team will be working around abutments, bridges, or docks during rescue or recovery ops.

A wide choice of horsepower is offered, including single or twin outboards. Open or closed wheelhouse options. Advanced electronics packages with side-scan sonar and night-vision can be added for even greater capabilities.

Recommended for: rescue, recovery, and fire fighting. Multi-mission operations, river rescue, port/harbor and near-shore fire fighting, lakeshore and island fire fighting, flooding, post-hurricane ops, FD transport, emergency towing, special events safety, dive team ops, EMS delivery, ATV transport. Beachable. Easy to launch or recover with tandem trailer.

Note: This boat is available in 20', 22' and 24' models.

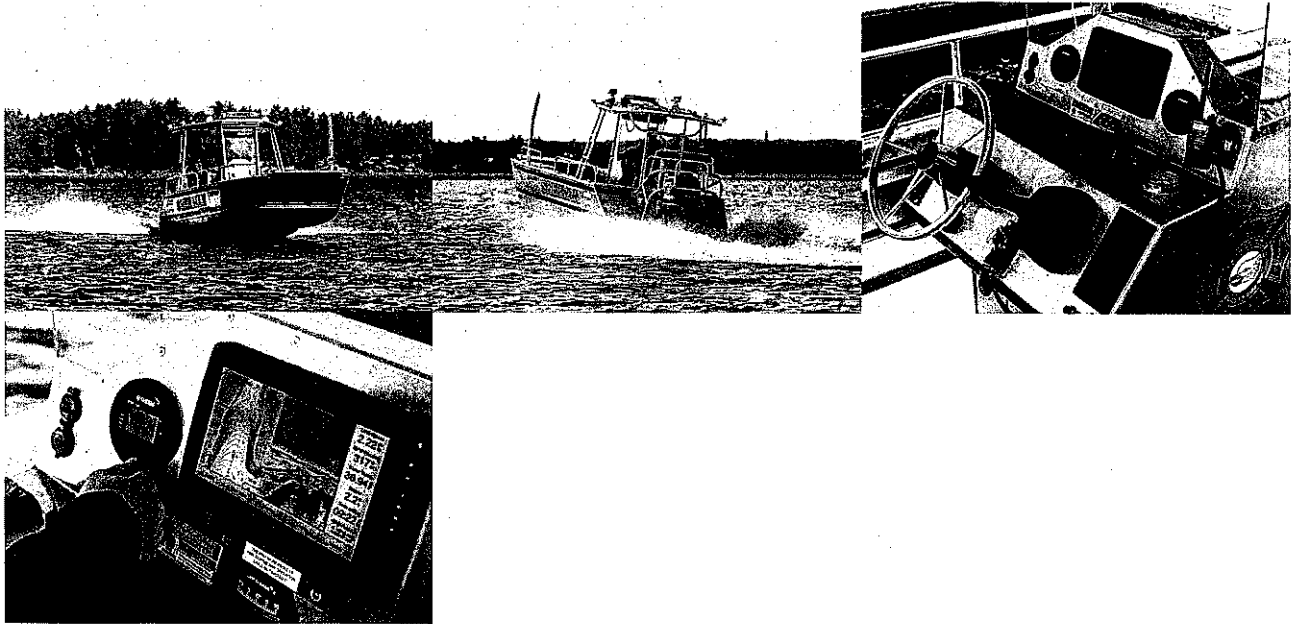
SPECIFICATIONS FEATURES PROPULSION ELECTRONICS

Yamaha F225



STANLEY

22' (6.5M) LANDING CRAFT GALLERY





STANLEY'S ALL-PURPOSE 22' FIRE RESCUE LANDING CRAFT IS THE BOAT FOR MARINE UNITS THAT MUST BE "ALL THINGS TO ALL PEOPLE".

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