



TOWN OF MOORESVILLE

Request for Proposal for Pool Management
Services

**RFP 018-01-0011 POOL MANAGEMENT
SERVICES**

Proposal Issued – February 5, 2018

Proposal Due – February 16, 2018 2:00 PM

REQUEST FOR PROPOSAL (RFP)
POOL MANAGEMENT SERVICES

Purpose:

The Town of Mooresville seeks qualified pool management companies to provide pool management services at the War Memorial Pool located at 220 North Maple Street, Mooresville, North Carolina in accordance with the specifications contained herein.

Information to Applicants Regarding Pool Management Operations:

The proposal must consist of four parts: (1) Written Statement; (2) Exhibit A, Applicant's Declaration; (3) Exhibit B, Statement of Applicant's Qualifications; and (4) Exhibit C, Management Fee. The Management Fee must include the total costs for pre-season opening and post-season closing procedures, insurance, administrative fees, overhead, profit, salaries, and any other incidental costs.

Each applicant shall submit three references including name, address, telephone number and email address where each reference may be contacted.

1. The selection of a Contractor will be based upon: Experience in operating municipal/public aquatic facilities. (preferred)
2. Demonstrated knowledge of legal requirements for municipal pools.
3. Experience with pools of a similar size (133,000 gallons and 5,700 square feet) to the War Memorial Pool.
4. Demonstrated ability to recruit and train pool staff.
5. Experience with swim programs, such as swim lessons.
6. Past performance record and evaluations by former clients.
7. Depth of organization and ability to respond to all anticipated needs of the facility.

Prior to awarding the final management Agreement, the Town of Mooresville will evaluate each proposal received and schedule interviews (if necessary) with a review committee to be assured that the contractor ultimately selected will meet the Town's requirements and expectations.

Instructions to Applicants:

Management Agreement - The Contractor will enter into a written management Agreement (the "Agreement") with the Town of Mooresville incorporating the terms and conditions set forth herein. The Contractor will furnish the items and complete the work in the time specified for the prices quoted in the accepted Proposal.

Optional Walk Through - There will be an optional Walk-Through on Thursday, February 12th at 10:00 in the morning to view the facilities. Please respond to dwhitaker@ci.mooreville.nc.us to indicate if you plan to attend.

Proposal Submissions - The Proposal must be signed and marked "War Memorial Pool Management". They may be delivered to the Town of Mooresville – Town Hall, Attn: Purchasing, 413 North Main Street, Mooresville, NC 28115, mailed to Town of Mooresville, PO Box 878, Mooresville, NC 28115 or emailed to dwhitaker@ci.mooreville.nc.us . Proposals must be received no later than 2:00 p.m. on Thursday, February 16, 2018. It is the responsibility of each proposer to ensure their bid is received on time. Late bids will not be accepted or opened.

Proposal Forms - Proposals must include all information required by this Request For Proposal pertaining to equipment, personnel, references, past experience and insurance. Failure to do so could result in the disqualification of the proposal. Proposal forms are provided as required.

Applicant's Declaration - The Contractor will not be permitted to use, to its advantage, any omission or error in the Request for Proposals, the specifications, requirements, or the management Agreement documents, and the Town reserves the right to issue new instructions for such error or omission if originally specified. All Contractors submitting Proposals must submit the Applicant's Declaration (the "Applicants Declarations), which is part of the Proposal Form, a copy of which is attached. The "Applicant's Declaration" states that he/she has examined the information and conditions surrounding the operation and management of an aquatic facility contemplated by the Proposal, and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and that he/she has carefully prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the proposals.

Addenda to Request for Proposals - If the Contractor has any questions which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, the Contractor shall request in writing that an interpretation be made. An addendum will be issued by the Town which shall be made available to all Contractors pursuant to this Request for Proposals. Oral questions will not be answered. Any oral communications by the Town's contact person or any Town employee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the Town. Failure to have requested an Addendum governing any such question shall not relieve the applicant from delivery in accordance with the intent of the specifications. All questions regarding this specification shall be directed to Purchasing Manager, at dwhitaker@ci.mooreville.nc.us.

Right to Reject Proposals - The Town reserves the right to reject any or all Proposals and to waive any informalities or minor irregularities in the Proposal and to accept the Proposal that, in the sole judgment of the Town, will be in the best interest and/or most advantageous to the Town and the citizens to be served by the Agreement.

General Conditions

Exclusive Management Agreement - It is the desire of the Town to award an exclusive Agreement to one Contractor for the right to manage and operate the facility. The management Agreement is valid for the 2018 pool season only, with the option to renew annually for up to three additional years under the same terms and conditions. The Town reserves the right to terminate the management Agreement for any reason with a 30-day written notice.

The Town also reserves the right to cancel any part or all of the Agreement for Contractor's failure to follow the terms of the Agreement. The Contractor shall be required to meet all licensing, Health and Safety standards and other regulations set forth by the Town of Mooresville code of ordinances, Iredell County and the state of North Carolina.

Proposal Contents - No Management Agreement will be awarded to any Contractor who, as determined by the Town, has an unsatisfactory performance record or experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications of this Request for Proposals and the Agreement. Each applicant must submit as a part of its Proposal, a written statement covering the following points:

- a) Number of employees who will render services to the Town, and number of employees to be used at the aquatic facility listing the specific responsibilities of each.
- b) Previous experience in operating and managing an aquatic facility. Applicants must have at least five (5) consecutive years of experience in pool management services.
- c) It may be to the applicant's advantage to briefly state any additional information it believes to be pertinent to the evaluation of its Proposal.

Basic Services

Contractor shall provide for the operation of the pool from April 1st thru Labor Day Weekend 2018 which includes the following activities.

Dates of Operation

The pool will open the Saturday of Memorial Day Weekend through Labor Day.

Hours of Operation

	<u>Public Swim</u>	<u>Family Swim</u>	<u>Lap Swim</u>
Saturday	12:00pm – 6:00pm		9:30am – 11:30am
Sunday	12:00pm – 6:00pm		9:30am – 11:30am
Monday	1:00pm - 5:00pm	7:00pm – 9:00pm	
Tuesday	1:00pm - 5:00pm	7:00pm – 9:00pm	
Wednesday	1:00pm - 5:00pm	7:00pm – 9:00pm	
Thursday	1:00pm - 5:00pm	7:00pm – 9:00pm	
Friday	1:00pm - 5:00pm	7:00pm – 9:00pm	

The pool will be closed weekdays in May and June when public school is in session and weekdays beginning the week prior to public schools being in session in August and September. The public-school schedule referenced will be for Mooresville Graded School District and Iredell County Public Schools.

Admissions

The Town of Mooresville will be responsible for collecting admission for the War Memorial Pool and will retain all admission fees.

Concessions

The Town will offer concessions and retain all revenues.

Swim Lessons

- The Town of Mooresville will register and schedule participants for swim lessons.
- The chosen Contractor shall provide instruction.
- The Town will collect all fees and pay the chosen Contractor 85% of the fees collected.
- Swim lesson fees will be a mutually agreed upon charge by the Town and chosen Contractor.
- Times available for swim lessons are:

Monday – Wednesday	10:00 – 11:45 AM
Weekdays	5:10 – 6:45 PM

Summer Camps

The Town of Mooresville hosts three summer camps when public schools are not in session. These camps will have exclusive access to the pool at the times listed below. Lifeguards must be available during these times.

	<u>Winne Hooper Camp</u>	<u>Selma Burke Camp</u>	<u>War Memorial Camp</u>
Saturday			
Sunday			
Monday			12:00pm – 12:45pm
Tuesday			12:00pm – 12:45pm
Wednesday			12:00pm – 12:45pm
Thursday	9:30am - 11:00am		12:00pm – 12:45pm
Friday		10:30am - 12:00pm	12:00pm – 12:45pm

Closures

The contractor shall have the authority to close the facility for the following reasons with the mutual agreement of the War Memorial Director.

Temperature below 65° F, or

Imminent dangerous weather (e.g. inclement weather, high wind or lightning).

Contractor shall be prepared to reopen when the weather permits at least one-half hour after the last lightning strike is heard. If the Facility is to be closed for the day, there shall be a mutual agreement to do so between the Contractor and the Town to close the Facility to the public.

Season Opening/Season Closing

Pre-season Preparations - Access to the Facility for pre-season preparation work shall be coordinated with the War Memorial Director. Pre-season preparation shall consist of the following:

- 1) Setup and prepare for usage all movable equipment, including tables, chairs, lounges, and lifeguard chairs, and shade covers, etc.
- 2) Clean, inspect and prepare vacuuming equipment.
- 3) Inspect and prepare all hoses.
- 4) Check and clean all gutters and drains, including gutter covers.
- 5) Vacuum pool
- 6) Inspect chemical feeders
- 7) Install ladders, check slides, place lifeguard chairs, place and clean furniture.
- 8) Check all pumps and motors.
- 9) Clean pool area within the pool enclosure.
- 10) Clean bathroom.
- 11) Backwash filters and inspect for any defects.
- 12) Have pools ready for operation at least ten (10) days before opening day.
- 13) Report to the Town all operating deficiencies.
- 14) Be responsible for check out and handling of facility keys to staff.
- 15) Other items as assigned by the Town.

Operation of the Facility - The Contractor shall use reasonable care and diligence to provide the following services for the actual operation of the Facility:

1. Complete a daily documented (written) safety check of the entire Facility.
2. Check and test all safety equipment.
3. Clean the entire Facility, including, but not limited to the following: guard office area, all areas within the fencing, and restrooms, including proper collection of waste, garbage, and all other debris. Restroom cleaning shall be completed prior to operational hours.
4. Enforce all rules and regulations stipulated by state regulations for public pools and the Town, and suggest and advise with regard to additional rules and regulations for the operation of the pool.
5. Maintain tests and records for the Facility as may be required by the State of North Carolina, Iredell County, and the Town and meet all requirements for such.
6. Maintain any additional records for the Facility as required by the Town.
7. Restock First Aid kits as needed.
8. Maintain, and operate the filter equipment in accordance with health department requirements.
9. Pools shall be vacuumed before the public enters the pool.
10. Backwash the filter system per manufacturer's recommendation as required.
11. Work with the Town in handling guest complaints and reporting all complaints to the War Memorial Director within 24 hours.
12. Conduct in-service training as per professional standards.
13. Contractor will clean the hair and lint strainers on all pumps and associated filtering devices daily or more often than daily on heavy use days. This should be done as needed or when managers and or Facility Supervisor notice a reduction in flow.
14. The Contractor shall retain a record log of all problems brought to their attention. The Town will review this log at weekly intervals. A daily log of communication shall be kept in the manager's office for the managers and the War Memorial Director to review on a daily basis.

15. Keep detailed records of any pull outs describing the circumstances surrounding the incident and denoting the specific location of the pull out.
16. The Contractor shall closely monitor levels of chemical available on site and anticipate the need. The chosen Contractor is to supply all chemicals.
17. The Contractor shall closely monitor and record chlorine, acid, calcium hardness, total alkalinity levels at least every four hours and maintain accurate, complete records of testing for review by the Town.

Season Closing / Winterizing - At the end of the swimming season, as herein specified or as extended by mutual agreement between the Contractor and the Town, the Contractor will winterize and close the pool and perform and furnish the following services:

1. Inspect pumps and motors and notify Town of any malfunctioning equipment.
2. Remove and store movable equipment.
3. Drain and store all hoses.
4. Remove and store all plugs from plumbing.
5. Backwash all filters and inspect for any defects.
6. Leave all valves at appropriate settings.
7. Store all equipment.
8. Inspect all pool machinery and equipment and list parts required for next season's operation to the Town.
9. Check all pool plumbing and electrical systems, notify the Town of any problems.
10. Clean bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.
11. Drain all plumbing, removing any debris.
12. Remove hair and debris from hair and lint traps.
13. An end-of-season inspection shall be conducted immediately upon conclusion of the pool season, and a written report turned into the War Memorial Director. The Contractor shall perform reasonable inspections of all equipment and advise the Town of needed repairs and/or

replacement of defective, worn, or damaged equipment in the year-end written report. At the Town's request, the Contractor shall provide specifications for the repairs and/or replacement and present to the Town.

14. The Contractor shall also be responsible for inspecting pool signage and shall advise the Town of any needed replacements to ensure safe pool operations. The Town will be responsible for providing signs. The Contractor shall submit its year-end report to the Town by October 31st.

Maintenance and Replacement of Town Owned Equipment - The Contractor shall perform minor adjustments and maintenance to the equipment as part of its management Agreement, provided that the Town shall pay for the cost of parts and materials upon prior approval of the Town. The Town will be responsible for the maintenance and replacement of the equipment, buildings, structures, utilities, and surrounding areas including shrubbery. The Contractor will try to prevent losses and damages to Town owned property during hours of operation. Damaged or malfunctioning equipment should be reported immediately to the War Memorial Director.

Staffing/Personnel - The Contractor shall recruit, hire, adequately train and furnish sufficient personnel for the operation of a safe and sanitary facility. Background checks shall be performed for all recruits and due to their access and proximity to children, the process must be an acceptable process to the Town's HR Department. All lifeguards will hold a minimum qualification of an advance lifeguard and preferably be at least 17 years of age (credentials of certifying organization to be incorporated into the Agreement). The Town shall require confirmation of all training provided for the employees used (e.g. AED/CPR/First Aid/Hazcom/GHS, pool safety, etc.). Said personnel will be furnished in a manner to operate the Facility in the safest manner possible and in the best interest of the Town. All personnel employed by the Contractor in the performance of its management Agreement for the operation of the Facility shall be considered employees of the Contractor and not of the Town. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The Town shall have the right to request replacement of any of the Contractor's employees whose conduct, character, or performance is detrimental to the best interest of the Town, and the Contractor agrees to make such replacement within seven (7) days.

Additional Services - Contractor may wish to provide other services outside public swimming hours, including but not limited to, fitness classes and other specialized programs. These programs will be subject to approval of the Town, with staffing and fees for such programs the responsibility of the contractor.

Operational Supplies/Utilities - Contractor shall furnish all first-aid supplies as specified, for the pool operation during the season. The Town shall provide janitorial supplies (e.g., paper towels, soap, trash bags, toilet paper, cleaners, and light bulbs) for the Facility. The Town shall furnish water, telephone, electricity, gas and pay for the same. The Town shall provide four (4) sets of keys for locks that access the pool, bathhouse and equipment areas.

Payment

Method of Payment - Applicants shall submit a firm management fee, which will include all personnel costs, overhead cost, insurance and chemical supplies required for the season. The management fee shall be paid in six equal installments beginning April 15th and payable on the 15th of each month thereafter through September 15th.

Renewal Option - Upon expiration of the 2018 management Agreement, the Town shall have the option to renew the management Agreement, one year at a time, and pending approval of funding, for three additional years under the same terms and conditions, provided there are minimal increases in the management fee as may be agreed upon between the Town and Contractor.

Insurance

General - The Contractor shall procure and maintain, for the duration of the management Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the Contractor's performance of the work described hereunder or by Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

The Contractor shall not commence work under the Agreement until it has obtained the insurance required and such insurance has been approved by the Town. The Contractor shall not permit any sub-contractor or employee to commence work in relation to the Agreement until insurance equivalent of the required of the Contractor has been so obtained and approved by the Town. An original Certificate of Insurance for the company of record must be furnished to the Town and a policy of endorsement containing the following statement "The Town of Mooresville is hereby named as an additional insured during the term of the Agreement". The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in this document. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner.

Worker's Compensation Insurance - The Contractor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause such subcontractor to provide adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

The Contractor shall maintain full compliance with the Workmen's Compensation Act of the State of North Carolina and Employer's Liability Coverage.

Comprehensive General Liability Insurance - Contractor shall carry public liability and property damage insurance, which shall include bodily injury and accidental death to any person. The policy will include protection the minimum limits set forth below:

<u>General Liability</u>	
\$2,000,000	General Aggregate Limit
\$1,000,000	Products and Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$100,000	Fire Damage Limit
\$10,000	Medical Expense Limit

The policy shall include protection for the following hazards:

- (A) Premises and Operation
- (B) Independent Contractor's Coverage
- (C) Products and Completed Operations Liability Coverage to apply one year beyond completion and acceptance of the work specified by this management Agreement
- (D) Personal Injury Liability

(E) Broad Form Property Damage

(F) Contractual Liability

Workmen's Compensation-Statutory

Limit as required by the Worker's Compensation Act of North
Carolina

Employer's Liability, \$1,000,000.

Employer's Liability

If applicable, \$1,000,000 each employee, \$1,000,000 each accident and
\$1,000,000 policy limit.

All insurance policies shall include a clause to the effect that the policy shall not be canceled or changed unless thirty (30) days prior written notice had been received by the Town and provided further that the notice to the Town must be evidenced by the return receipt of a registered letter. The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

Proof of Insurance - Certificates of Insurance shall be originals, not copies, shall contain true transcripts for the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation. An original Certificate of Insurance shall be furnished to the Town, clearly specifying the Town of Mooresville as an additional insured and the date of issue, prior to commencement of services by the Contractor.

Town of Mooresville Indemnification/Immunity.

The Agreement shall require that the Contractor covenants and agrees to release the Town from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Contractor, its employees or agents, by virtue of the Agreement between the Contractor and the Town. Contractor shall further covenant and agree to indemnify and hold the Town harmless from any and all claims, rights or causes of action or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the Town and the Contractor and Contractor shall defend or pay the cost of defense for the Town arising by virtue of any claim or cause of action for damages. Contractor agrees to pay any and all amounts which the Town may be required to pay for damages for compensation connected with any claim arising by virtue of the Agreement between the Contractor and the Town. Contractor further agrees to furnish a Certificate of

Insurance to the Town in the sum of one Million Dollars (\$1,000,000.00) with a policy endorsement designating the Town of Mooresville as an "Additional Insured" under its terms so as to indemnify the Town from any liability. Contractor has agreed to hold the Town harmless as set forth herein. Nothing herein or in the Agreement executed between the Town and the Contractor shall be construed as a waiver of the Town's governmental or sovereign immunity, nor shall the Town's enforcement of this Agreement or assertion of an affirmative defense be construed as the Town's consent to suit.

Licenses and Permits

The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations necessary for the operation of the Facility provided, however, the Contractor shall not be responsible for obtaining a use permit.

Health and Safety Standards

The Contractor shall meet all Health and Safety Standard regulations set forth by the Town of Mooresville ordinances and Iredell County. The Facility will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the Town of Mooresville, and Iredell County, and the operation shall be in accordance with all the rules and regulation of the State of North Carolina. The Contractor shall maintain the pool enclosure in a clean and safe condition at all times.

The Contractor will be required to participate in a complete aquatic audit review program. The costs to participate in such programs shall be borne by the Contractor.

Contractors Books and Records

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, chemical levels, injuries, and staff dialogue of daily occurrences, maintenance information, payroll records, and all necessary data to properly manage the Facility. All daily information, as well as a year-end report is to be provided to the Recreation Director of the Town of Mooresville.

APPLICANT'S DECLARATION

Exhibit A

Signature of applicant indicates that he/she has examined the information and conditions associated with the operation of the War Memorial Pool and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the proposals.

Applicant's Signature

Date

Applicant's Phone Number

Applicant's Fax Number

Applicant's Email

Applicant's Full Mailing Address

STATEMENT OF APPLICANT'S QUALIFICATIONS

Exhibit B

(To be submitted by the Applicant with his/her proposal)

All questions must be answered and the data given must be clear and comprehensive. If necessary, question may be answered on separate attached sheets. The Applicant may submit any additional information he/she desires

Company Name: _____

Phone Number: _____

Permanent main Office address: _____

When Organized: _____

If a corporation, where incorporated: _____

Number of years in business: organizations. IF not under present firm name, list previous firm names and types of organizations.

General character of work performed by your company:

Other experience qualifying you for this project:

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Applicant's Qualifications.

Dated this _____ of _____, 2018.

Name of Applicant _____

By: _____

Title: _____

TOWN OF MOORESVILLE PROPOSAL

Exhibit C

(Management Fee)

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other management Agreement documents relating to the War Memorial Pool in the Town of Mooresville, North Carolina, hereby agrees to provide all items listed in the accompanying specifications as part of the "Management Fee".

Management Fee Due By:	
April 15th	\$
May 15th	\$
June 15th	\$
July 15th	\$
August 15th	\$
September 15	\$
Total Management Bid	\$

Dated this _____ of _____ 2018

Proposal of _____