

Invitation to Bid Notice

Sealed proposals for the City of Washington Aquatic Complex Operations and Maintenance Services will be received by the City Clerk in City Hall at 405 Jefferson St., Washington, MO 63090 until 10:00am on Thursday, February 15, 2024. Please deliver sealed bids marked “Aquatic Complex Operations and Maintenance Services RFP” to the City Clerk’s office on the 3rd Floor of City Hall.

The City invites qualified pool management / maintenance companies to submit sealed proposals to provide pool management and maintenance services at the Agnes Nolting Aquatic Complex. The Contractor who operates the Agnes Nolting Aquatic Complex shall possess municipal swimming pool management and maintenance skills and experience with swimming facilities consisting of similar water features and square footage of water. The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified company to provide Pool Operations and Maintenance Services. These services will be provided to the City of Washington. Deadline for the proposals is February 15, 2024.

The proposal document may be obtained from the City of Washington website (www.washmo.gov) under the Bid Project/Notices section or by calling the Parks and Recreation Department at (636) 390-1080.



REQUEST FOR PROPOSALS

AQUATIC COMPLEX OPERATIONS & MAINTENANCE SERVICES

2024

Deadline for submission:

10:00 A.M. CST

February 15, 2024

I. REQUEST FOR PROPOSALS

Purpose and Intent

This Request for Proposal (“RFP”) for Pool Operations and Maintenance Services is issued by and through the Department of Parks and Recreation on behalf of the City of Washington, Missouri (the “City”).

The City invites qualified pool management / maintenance companies to submit sealed proposals to provide pool management and maintenance services at the Agnes Nolting Aquatic Complex. The Contractor who operates the Agnes Nolting Aquatic Complex shall possess municipal swimming pool management and maintenance skills and experience with swimming facilities consisting of similar water features and square footage of water, as solely determined by the City, which qualifies it to operate the Agnes Nolting Aquatic Complex.

The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified company to provide Pool Operations and Maintenance Services. These services will be provided to the City of Washington. Deadline for the proposals is February 15, 2024.

Questions and inquiries regarding this RFP shall be directed to the attention of the following individual:

Wayne Dunker
Director of Parks and Recreation
405 Jefferson Street
Washington, Missouri 63090
(636) 390-1080 or wdunker@washmo.gov

After submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact with this RFP will be considered an impermissible supplementation of the respondent’s proposal.

Submission of Proposal

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. The date, time and location are:

Date	Thursday, February 15, 2024
Time	10:00 A.M. CST
Location	Washington City Hall Attn: City Clerk (3 rd Floor) 405 Jefferson Street Washington, Missouri 63090

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR AQUATIC COMPLEX OPERATIONS AND MAINTENANCE SERVICES**. Proposals submitted via e-mail or facsimile will not be accepted. Joint proposals will not be accepted.

Instructions for Preparing Proposal

Each respondent must submit **one (1) sealed, complete, ORIGINAL proposal**. **Each respondent must also submit two (2) sealed, full, complete and exact copies of the original**. It is suggested that the respondent make and retain a copy of its proposal.

Pages shall be doubled sided and shall be no longer than thirty (30) total pages.

Proposals provided in any other manner are not valid and will not be considered. Proposals may be mailed or delivered personally but must be received by the point of contact or the designee, as listed in this Section of the RFP by the deadline listed in this Section. Proposals received late will be rejected. Respondents shall assume full responsibility for timely delivery of proposals at the designated location.

1. A one-page letter of interest that includes a synopsis and qualifications of the contractor / president, director or primary contact.
2. An organizational chart of the company.
3. Profile of contractor and team members, including number of employees, location and relevant experience with other municipal pools for at least three (3) consecutive years.
4. Describe the contractor and team members experience with local governments, park districts or other public agencies in the management of pools.

5. Resumes of the contractor, director and staff identified as having a major role in the management of the pool. Limit one (1) page per member.
6. A brief description of your teams understanding of the project, as well as a description of your team's approach to the management of the facility.
7. Provide a maximum base salary for season and a salary base fee to be assigned to the manager, assistant manager, head lifeguard, lifeguard, swim lesson coordinator, swim instructors to operate the Agnes Nolting Aquatic Complex in a safe and efficient manner.
8. Provide a Management and Maintenance Fee which shall include but not limited to the furnishing of any and all labor, materials, tools, and expendable equipment necessary to manage the pool in a safe and sanitary manner.

Representations of Respondents

In submitting a proposal, each respondent represents that:

1. they have read and understand the RFP and that the proposal is submitted in accordance therewith;
2. the costs have been arrived at independently without collusion with any other person or firm for the purpose of restricting competition;
3. they have not employed or retained, paid or agreed to pay any fee, commission or percentage to any person or firm (other than a full time employee working solely for the respondent) to solicit or secure this contract.

II. SCOPE OF WORK

Background

The City of Washington, Missouri invites qualified pool management / maintenance companies to submit sealed proposals to provide pool management and maintenance services at the Agnes Nolting Aquatic Complex. The Contractor who operates the Agnes Nolting Aquatic Complex shall possess municipal swimming pool management and maintenance skills and experience with swimming facilities consisting of similar water features and pool water area, and the ability to perform quality work, as solely determined by the City of Washington.

Each contractor shall submit references, which should conform to the following requirements:

1. Municipal preferred. Private clubs, condominiums, hotels or apartment complexes are not acceptable.
2. Pool water of at least 13,000 square feet.
3. Municipal pool experiences represented shall include operation for a minimum of three (3) consecutive years. Detail in the proposal, experience with the following:

water slides, zero depth entry pools, aquatic play units, splash pads, pool filtration systems, pool chemicals and pool chemical controllers.

4. Facility name, contact person and title, phone number, address and number of years the facility was operated should be included.

Scope of Services

The services are intended to consist of the management and maintenance services of the Agnes Nolting Aquatic Complex for the 2024 season, and the City's option for the 2025 and 2026 seasons.

The Agnes Nolting Aquatic Complex shall be open to the public the Saturday of Memorial Day through the second or third (depending on the year) Sunday of August during the following hours of operation:

Sunday through Saturday (7 days a week) and holidays 12:00 P.M. – 6:30 P.M.

May 25 – August 11, 2024

May 24 – August 10, 2025

May 23 – August 9, 2026

Management Service

Contractor shall propose the pool services and items provided by the management company before, during and after closing for the season.

- ◇ Contractor shall propose a plan for having the Aquatic Complex fully operational ten (10) days prior to the opening date and the Splash Pad fully operational twenty (20) days prior to the opening date.
- ◇ Propose to the City how the Contractor will provide sufficient and competent personnel for the operation of a safe and sanitary pool at all times the pool is in use. All Managers and Assistant Managers must be certified as a Certified Pool Operator (CPO) and/or an Aquatic Facility Operator (AFO).
- ◇ Contractor shall provide a detailed pool-staffing proposal for the Aquatic Complex.
- ◇ Contractor shall maintain tests and records as required by the State, Franklin County and City and meet all requirements for such and maintain any additional records reasonably required by the City.
- ◇ Contractor shall furnish all chemical test kits, first-aid supplies, A.E.D.,

cleaning agents, tools, materials, equipment, lifeguard umbrellas, toilet paper, paper towels, trash bags, hand soap, janitorial supplies & equipment, rescue tubes, life saving devices, pool vacuum & hoses, power washer, water hoses, deck brushes, brooms, extension poles, leaf blower, lifeguard office supplies, etc. for the pool season.

Maintenance Services

Contractor shall propose the pool services and items provided by the maintenance company before, during and after closing for the season.

- ◇ Contractor shall propose a plan for having the Aquatic Complex fully operational ten (10) days prior to the opening date and the Splash Pad twenty (20) days prior to the opening date.
- ◇ Propose to the City how the Contractor will provide sufficient and competent personnel for maintenance operations to keep a safe and sanitary pool and pool deck area at all times.
- ◇ Contractor shall provide a detailed staffing proposal for daily maintenance of the Aquatic Complex.
- ◇ Contractor shall provide a detailed plan for Start Up and Shut Down of the Aquatic Complex.
- ◇ Contractor shall maintain tests and records as required by the State, Franklin County and City and meet all requirements for such and maintain any additional records reasonably required by the City.
- ◇ Contractor shall furnish all maintenance equipment necessary to maintain the Aquatic Complex.
- ◇ Contractor shall propose in detail, the maintenance plan and fees associated for the maintenance of all aspects of the Aquatic Complex. Below is a list, but not limited to, the following areas.
 - Mechanical Systems
 - Electrical Systems
 - Filter Room/Pump Pits
 - Pools
 - Play Features
 - Daily Maintenance
 - Preventative Maintenance
 - Start Up & Shut Down
 - Winterization - Pool, Equipment, Pump Room & Bathhouse

- Chemicals - primarily Sodium Hypochlorite & Muriatic Acid
 - Chemicals shall be billed as they are used
- ◇ Contractor shall also provide a cost breakdown on a time and material bases (i.e., hourly price for labor and a maximum percentage markup on materials & supplies) for all repairs that would be above and beyond the normal preventative and daily maintenance functions, as listed above.

Additional Hours and Services

The Contractor, in coordination with the City, shall provide instructional group swim lessons for all ages and ability levels as a part of the proposal. Compensation for these activities shall be in an equal amount to the hourly fee for lifeguards, managers and other related staff. Weekday group lessons shall consist of a series of eight (8) group sessions including a minimum of thirty (30) minutes of instruction. Saturday group lessons shall consist of a series of four (4) group sessions including a minimum of forty five (45) minutes of instruction. The Contractor shall provide a minimum of one (1) instructor per group of six (6) participants and one (1) supervisor per class/session. The class/session for 3-5 year olds shall consist of four (4) participants and one (1) supervisor. It shall be the Contractors responsibility to provide sufficient staff, all materials and equipment for lessons.

Swim Lessons – 4 days a week in June & July, Fridays are swim lesson rain dates.
10:00 – 10:30am, 11:00 – 11:30am, 6:45 – 7:15pm and 8:30 – 9:15am (Saturdays only)

The Aquatic Complex will also be made available to the public from 7:00 A.M. to 12:00 P.M. and 7:00 PM to 10:00 PM for organized City or quasi City activities and events to include, but not be limited to; swim and dive team practices & meets, swimming lessons, and other programs. Compensation for these activities shall be in an equal amount to the hourly fee for lifeguards, managers and other related staff.

Tot Time & Senior Time/Lap Swim - Tuesday, Thursday, Saturday
10:00 AM – 11:30 AM

The Aquatic Complex shall also be available for private rentals upon request to and approval by the City from 7:00 P.M. to 10:00 P.M. Monday - Thursday, Saturday and Sundays for use by private groups. Contractor shall provide sufficient staff based on the amount of people attending rental. The City shall be responsible for payment to the Contractor in an amount equal to the hourly fee for lifeguards, managers and other staff provided for private groups/rentals.

Bid Alternates

Include pricing for an Extended Season:

Weekends until the Labor Day holiday - Saturday & Sundays and Labor Day (Monday), 12:00PM – 6:30PM

2024: August 17-18, 2024, August 24-25, 2024, August 31 – September 2, 2024

2025: August 16-17, 2025, August 23-24, 2025, August 30 - September 1, 2025

2026: August 15-16, 2026, August 22-23, 2026, August 29-30, 2026

September 5-7, 2026

Pricing Provisions

The respondent's proposal must contain specific and detailed pricing and cost information for providing operation and maintenance services. Provided price(s) shall include all labor, equipment and other performance costs.

III. PROPOSAL EVALUATION

Proposal Selection Committee

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the City.

Selection Criteria

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following unless inclusion in an Appendix is more practical. Proposals are limited to thirty (30) total double-sided pages.

The Selection Committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantages to the City's needs and which respondent is most qualified to provide the requested services:

1. Experience in operating municipal aquatic facilities and experience with water features and square footage of water detailed in the Scope of Work section.
2. Experience in operating aquatic facilities with a large staff.
3. Ability to recruit and train staff.
4. Performance record and evaluations by current and former clients.
5. Depth of organization and ability to respond to all anticipated needs of the facility.
6. Management company proposal.

Reservation

The Selection Committee reserves the right to interview or call for a presentation from any respondent submitting a response, as well as from additional evaluation criteria for the presentation. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all proposals with or without cause, 2) request additional information from respondents as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining so this selection and/or the submission of responses, 4) disqualify any and/or all companies or respondents and reject any and/or all proposals for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

After the selection of a respondent to provide operations and maintenance services, the City and such respondent will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the City, in its sole discretion, the City reserves the right to terminate the selection process with that respondent and proceed to contract discussions with another respondent or terminate the process altogether. This list of the City's rights is not all-inclusive.

IV. PROJECT TIMELINE

The following schedule is approximate, though desired for the completion of this project:

January 25, 2024	Advertise RFP
February 15, 2024	Proposal Due Date
March 4, 2024	Recommendation to City Council
March 11, 2024	Contract Award

V. ADDITIONAL INFORMATION

Amended Proposals

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a

previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.

Right to Withdraw Proposal

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's authorized representative(s) addressed to the City at the address listed in this RFP. Said requests must be received by the City prior to the deadline for receipt of proposals.

Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. All RFP addenda will be issued to all respondents. There are no designated dates for release of addenda. Therefore, interested respondents should check with the City from time to time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

Respondent Responsibility

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of the RFP.

Cost Liability

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

Contents of Proposals

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All proposals shall be considered public records but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

No Obligation

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by a fully executed written contract properly approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to obtaining a fully executed written contract.

Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

Negotiation

The City reserves the right to negotiate contract terms with any respondent to this RFP.

Governing Law

This RFP, and any contract with a respondent that may result, shall be governed by the laws of the State of Missouri.

Nondiscrimination

In connection with any contract resulting from this RFP, the contractor(s) agrees that in performing any services resulting from this RFP, neither the contractor nor anyone under the contractor's control will permit discrimination against any business, employee, applicant, client or subscriber because of age, sex, race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

Americans with Disabilities Act (ADA)

In connection with the furnishing of goods and services under any contract resulting from this RFP, the contractor(s) shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Unauthorized Alien Employees

As a condition for the award of the resulting contract, the selected respondent(s), shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the resulting contract. The selected respondent(s) shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the resulting contract pursuant to the above-stated Statutes.

Subject to Appropriation

Any contract that results from this RFP is subject to appropriation by the City. Any contract that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

Indemnification

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted or imposed against the City a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

Insurance

(a) Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage in the amount of \$500,000.

(b) Comprehensive General Liability

Including Death:	\$1,000,000 each person
	\$3,000,000 each occurrence
Property Damage:	\$3,000,000 each occurrence
	\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$1,000,000 each person
	\$3,000,000 each occurrence
Property Damage:	\$3,000,000 each accident

(d) Owner's Protective Bodily injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence

Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

(e) Excess/Umbrella Liability	\$5,000,000 each occurrence
-------------------------------	-----------------------------

Certificates evidencing all required insurance shall be furnished to the City prior to Contractor commencing the work on this project. *The certificates must state the City of Washington is an additional insured regarding liability and must have an endorsement page.*

All Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts stated above.

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 (including the Ordinances of the City of Washington) 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 Standards regulations set forth by the Ordinance of the City of Washington and Franklin County. The Aquatic Complex will be maintained in a clean manner at all times, and the Contractor shall take all safety precautions. 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 City of Washington, the County of Franklin, and the operation shall be in accordance with all the rules and regulations of the Health Department of the State of Missouri. The Contractor shall maintain the pool enclosure area in a clean and safe condition at all times.

The Contractor will be required to participate in and complete an aquatic review program as provided by Jeff Ellis & Associates, the American Red Cross or Star Guard. The costs to participate in such programs shall be borne by the Contractor.

Contractors Books and Records Management

The Contractor shall keep and maintain proper and adequate books, records and accounts that accurately reflect chemical levels, injuries, staff dialogue of daily occurrences, maintenance/janitorial information, and all necessary data to properly manage the facility and shall be given to the City on a weekly basis.

Subcontracting

Any part of the services to be performed by a Subcontractor shall have prior written consent of the City. The Subcontractor shall in no way relieve the contractor primary responsibility for the quality and performance of the work. Contractor shall assure that any Subcontractor, as provided herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of the contract for the scope of services, and without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of the type.

ITEMIZED BID PROPOSAL

Management Fee

The “Management Fee” shall encompass all management, insurance, recruitment, hiring, supervising staff, licenses/permits, services, activities, payroll taxes, etc. However, the “Management Fee” does not include fees associated with hourly rates for personnel assigned to the daily operations of the Aquatic Complex, swim lessons, swim and dive practices and meets, aquatic programs, or rentals.

2024	2025	2026
\$	\$	\$

Maintenance Fee

The “Maintenance Fee” shall encompass all maintenance items such as supplies, tools, chemicals, and equipment, and the seasonal opening and closing of the Aquatic Complex.

2024	2025	2026
\$	\$	\$

Continued on next page.

Maximum Not-to-Exceed Amounts

The City's obligation for compensation paid to the Contractor for the provision of hourly staffing (see "Hourly Staff Rates") for the general operation of the Aquatic Complex (i.e., times that are open to the general public for open swim, general maintenance and/or janitorial) shall not exceed the "Maximum Not-to-Exceed Amount" as listed below. Although this "Maximum Not-to-Exceed Amount" has been established, a minimum level of compensation to the contractor has not been established for hourly personnel, as the City shall not be prohibited from limiting hours of operations and/or staffing levels due to low attendance, inclement weather or pool closings. All compensation paid to the Contractor in this category shall be based off of the "Hourly Staff Rates" for work actually performed.

2024	2025	2026
\$	\$	\$

Hourly Staff Rates

Contractor shall provide staff at the following hourly rates. This shall include hours that are open to the public for open swim, swim lessons, swim and dive team practices/meets, aquatic programs, and rentals.

Position	Hourly Rate
Manager	\$
Assistant Manager	\$
Lifeguard	\$
Swim Lesson Director	\$
Swim Lesson Instructor	\$

Continued on next page.

Time and Material

In addition to the aforementioned rates/fees for “Basic Services”, this proposal also establishes maintenance rates/fees on a “Time and Material” basis for the repair of items not covered within the scope and provisions of the “Basic Services”. As such, the City shall pay the Contractor on a “Time and Material” basis as set forth herein in accordance with the figures and schedule of payments for the repair of items not covered within the scope and provisions of the “Basic Services”.

Description	Hourly Rate
Service: One Man Crew	\$
Service: Two Man Crew	\$

Bid Alternates

Please list pricing for Extended Weekends (after the regular pool season concludes). See Bid Alternate Section.

Open swim on Saturday & Sundays and Labor Day (Monday) on select weekend dates in August and September, 12:00PM – 6:30PM.

2024	2025	2026
\$	\$	\$