



CITY OF GRAIN VALLEY

711 S. MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6200 Phone 816-847-6209 Fax

REQUEST FOR BID GRAIN VALLEY POOL MANAGEMENT SERVICES CONTRACT #2017-06

The City of Grain Valley is seeking a qualified vendor to provide pool management services for the Grain Valley Aquatic Center. Bids will be accepted from qualified persons, contractors or firms interested in providing the following:

**One (1) SIGNED/SEALED BID PROPOSAL
MUST BE RECEIVED BY:
2:00 P.M. on August 3, 2017**

PLEASE MARK YOUR SUBMITTAL "GRAIN VALLEY AQUATIC CENTER, POOL MANAGEMENT SERVICES" AND SEND OR DELIVER IT TO:

**City of Grain Valley
Attention: Shannon Davies, Parks & Recreation
711 Main Street.
Grain Valley, Missouri 64029
816-847-6231**

The City reserves the right to reject any and all bid(s)/proposal(s), to waive technical defects, and to select the bid(s)/proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

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PART I

INSTRUCTIONS TO RESPONDENTS FOR POOL MANAGEMENT SERVICES AT GRAIN VALLEY AQUATIC CENTER

1. INVITATION TO BID

Qualified pool management companies (herein noted as “Contractors”) are invited to submit sealed bids to provide pool management services for three (3) years beginning with the 2018 season and ending at the conclusion of the 2020 season, at the Grain Valley Aquatic Center in accordance with the specifications contained herein. The Grain Valley Parks and Recreation Department has established special and specific qualifications for the bidders to assure high quality within the program. The Pool Management Contractor who operates the Aquatic Center shall possess municipal swimming pool skills and experience to perform quality work, as solely determined by the City of Grain Valley, which qualifies it to operate the Aquatic Center as detailed and specified. There will be the option for bidders to arrange a pre-bid walk-through before July 31, 2017. Call 816-847-6231 to arrange. The pre-bid walk-through will be conducted at the Grain Valley Community Center, 713 S Main St, Grain Valley, MO 64029.

2. INFORMATION TO BIDDERS REGARDING POOL MANAGEMENT OPERATIONS

The bid will consist of two parts:

Part II: A separate management fee, which covers total costs for pre-season opening and post-season closing procedures, chemicals to operate the facility throughout the season, insurance, administrative fees, overhead, profit and any other incidental costs not covered in the salary portion.

Part III: A salary budget based on actual hours of operation and staffing levels. This includes not only during daily Open Swim but also during Private Pool Rentals, Swim Lessons, Water Aerobics and any other Aquatic Center events.

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

- a. Municipal pools only (private clubs, condominiums, hotels or apartment complexes are not acceptable).
- b. Aquatic facilities managed must be equal to, or greater in size and staff than the Grain Valley Aquatic Center.
- c. Experience represented shall include operation of comparable facilities (leisure-oriented water parks/pools) for a minimum of five (5) consecutive years.
- d. Facility name, contact person and title, phone number, address and number of years facility was operated should be included.

Final selection criteria will be based on:

- a. Experience in operating Municipal Aquatic Facilities.
- b. Experience in operating with a medium-large staff (6 staff on duty per shift including manager).
- c. Ability to recruit, train and retain pool staff.
- d. Past performance record and evaluations by former clients.
- e. Depth of organization and ability to respond to all anticipated needs of the facility.

The City of Grain Valley will evaluate each bid proposal received and schedule necessary interviews (if needed) to be assured the Contractor selected will meet the requirements of the contract, prior to awarding the contract.

3. INSTRUCTIONS TO BIDDERS

- 3.1 In submitting the Bid Proposal as herein described, the Contractor represents, warrants and covenants that:
- A. The Contractor has carefully examined specifications and all provisions contained in these Bid Specifications relating to items to be furnished or the work to be done and understands the meaning, content, and requirements of and agrees to the same.
 - B. The Contractor will enter into a written contract (“Agreement”) with the City of Grain Valley with the terms and conditions set forth herein and furnish the items and complete the work in the time specified for the prices quoted in the accepted Proposal.
- 3.2 **Submission Requirements.** The Bid Proposal which contains the bids must be signed, sealed, and marked “Grain Valley Aquatic Center, Pool Management Services.” Deliver to the City of Grain Valley, Attention Shannon Davies, 711 S Main St, Grain Valley, MO 64029, **no later than 2:00pm on August 3, 2017.** Bid Proposals must be accompanied by a completed Bid Form (the “Bid Form,” Parts II and III), Bid Bond, Non-Collusion Affidavit, Statement of Bidder’s Qualifications, Certificate of Non-Segregation and References. Failure to not include any item could result in the disqualification of the bid.
- A. All Proposals must be accompanied by a bid bond in the amount of 5% of total bid as guarantee that the Contractor will enter into the Agreement with the City in accordance with the terms of the Bid Specifications. The bond must be in the form of a certified or cashier’s check payable to the City of Grain Valley. The deposits will be returned to unsuccessful bidders as soon as possible after award of the contract. The bid security of the successful bidder will be returned without interest when the contract has been approved and executed. No bid shall be withdrawn prior to sixty (60) days after the opening of the bids. Should the successful bidder fail or refuse to execute the contract as required, within ten (10) days after he/she has received notice of the acceptance of this bid, he/she shall forfeit bid security to the City of Grain Valley as liquidated damages for such failure or refusal.
- 3.3 **Bidder’s Declaration.** The Contractor will not be permitted to use, to its advantage, any omission or error in the Bid Specifications, requirements, or the contract documents, and the City reserves the right to issue new instructions for such error or omission if originally specified. All Contractors submitting bids must submit “Bidder’s Declaration”, which is part of the Bid Form, a copy of which is attached. The “Bidder’s Declaration” states that the bidder has examined the information and conditions surrounding the operation and management of an aquatic facility contemplated by the bid proposal; is familiar with the requirements as to equipment, supplies and labor of such undertaking; has carefully prepared, examined and checked the Bid to ascertain that there are no mistakes or errors contained therein; and will make no claim for correction or modification after the closing time for the receipt of the bids.
- 3.4 **Addenda to Bid Specifications.** 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 that an interpretation be made in an Addendum issued by the City, which shall be made available to all Contractors bidding pursuant to these Bid Specifications. Failure to have requested an Addendum governing any such question shall not relieve the bidder from delivery in accordance with the intent of the specifications. All questions regarding this specification shall be directed to the Director of Parks and Recreation at (816) 847-6231, and must be submitted at least one week prior to bid submission date.
- 3.5 **Right to Reject Bids.** The City reserves the right to reject any or all proposals or bids and to waive any informalities in the Bid and to accept the Bid that, in the sole judgment of the City, will be in the best interest to the City and the citizens to be served by the Agreement.

4. GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO

4.1 **EXCLUSIVE CONTRACT:** The City will award an exclusive Agreement to one Contractor for the right to manage and operate the facility. No joint or subcontracts will be considered. The contract is valid for the 2018, 2019, and 2020 pool seasons. The City reserves the right to terminate the contract for any reason with a 30-day written notice. The City also reserves the right, by the Agreement, to cancel any part or all of the same for failure by the vendor to follow terms of said Agreement.

4.2 **PERFORMANCE BOND:** A performance bond or an irrevocable letter of credit of 100% of the guaranteed amounts of the bid will be required prior to signing of the Agreement.

4.3 **BID PROPOSAL CONTENTS:** No contract will be awarded to any Contractor who, as determined by the City, has an unsatisfactory performance record or experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications. Each bidder 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 City, and number of employees to be used at the facility, listing the specific responsibilities of each.
- B. Previous experience in operating and managing an aquatic facility. [Bidders must have at least five (5) consecutive years of experience in pool management services of comparable size of the Grain Valley Aquatic Center.]
- C. It may be to the bidder's advantage to briefly state any additional information it believes to be pertinent to the evaluation of its Proposal.

4.4 **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.

4.5 **DEFINITIONS AS USED HEREIN:**

- a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
- b. The term "respondent" means the person, firm, bidder, proposer or corporation who submits a formal sealed proposal.
- c. The term "City" means City of Grain Valley, MO.
- d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
- e. The term "contractor" means the respondent awarded a contract under this proposal.

4.6 **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.

4.7 **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be

considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

4.8 **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

4.9 **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

4.10 **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.

4.11 **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

4.12 **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

4.13 **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.

4.14 **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) **TERMINATION FOR CAUSE**

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

4.15 **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

4.16 **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

4.17 **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

4.18 **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

4.19 **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

4.20 **HOLD HARMLESS:** The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

4.21 **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

4.22 **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

4.23 **DOMESTIC PRODUCTS**

The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).

4.24 **CONFLICTS:** No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

4.25 **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs;

or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

5 BASIC SERVICES

5.1 Operation of and Maintenance of Pool. Contractor shall provide for the operation of the pool for “Open Swim” from the Saturday before Memorial Day through Labor Day During the following hours.

Sunday thru Saturday 12:00 p.m. – 6:00 p.m.

Upon commencement of the local school year until Labor Day, the hours of operation shall be on Saturdays and Sunday only, from 12:00 p.m. – 6:00 p.m. each day.

The Contractor shall be responsible for opening and closing the pool at the beginning and end of the swimming season respectively, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

5.1(a) Spring Opening

Access to the facility for this preparation work is to be coordinated with the Director of Parks & Recreation.

1. Set up and prepare for usage all moveable equipment, including tables, chairs, loungers, lifeguard chairs, diving boards, 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. Drain and acid wash pools.
6. Secure all grates.
7. Fill pools.
8. Check diving boards, place lifeguard chairs, clean and place furniture.
9. Check and test equipment, i.e. chemical feeder, etc. and report status to City.
10. Check all pumps and motors to the attractions: SCS, slides, spray features, etc.
11. Clean pool area within the pool enclosure.
12. Remove and store all plugs from plumbing.
13. Re-circulate water through filtration system.
14. Furnish, store, and inject necessary chemicals for operation of the pools.
15. Backwash filters and check for any defects.
16. Have pools ready for operation at least ten (10) days before opening day.
17. Report to City all operation deficiencies.
18. Be responsible for checking out and handling of facility keys to staff.
19. Other items as assigned by the City.

5.1(b) Operation of the Aquatic Center

Contractor will use reasonable care and diligence to provide the following services for the actual operation of the Aquatic Center.

1. Complete a daily documented, (written) safety check of entire complex, including the leisure attractions, i.e. slide, diving boards.
2. Check and test all safety equipment.
3. Clean the entire complex prior to operational hours, including: restrooms/showers, all areas within the fencing, and the premises within twenty-five (25) feet of facility. Keep in a clean and orderly condition by the proper collection of waste, garbage, and all other debris.
4. Enforce all rules and regulations stipulated by the City, suggest and advise as to additional rules and regulations of the operation of the pool.

5. Maintain tests and records as required by State, Jackson County and City and meet all requirements for such.
6. Maintain any additional records as reasonably required by the City
7. Furnish and supply first aid kits adequate to the size and operation of the Aquatic Center. In addition to office kit, each guard should be equipped with a first aid kit to include: a pocket mask with a one-way valve, and a bodily fluid exposure kit.
8. Maintain and operate the filter equipment in accordance with health department requirements.
9. Vacuum pools. Pools will be vacuumed daily before the public enters the pool for programs or open swimming. Pool will be vacuumed *entirely*, a minimum of one time a week.
10. Backwash filter systems as required (main pool.) Back washing has to be concluded before or after public hours.
11. Work with the City in handling complaints users may have, reporting all complaints to the Assistant to the Director.
12. Contractor will clean the impellers, hair and lint pots on all pumps for the attractions in the pool on a regular basis.
13. Contractor will retain a record of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication will be kept in the concessions building for the contracted managers and City staff to review on a daily basis.

5.1(c) Fall Closing/Winterizing.

At the end of the swimming season, as herein specified or as extended by mutual agreement between the parties, Contractor will winterize and close the pool and perform and furnish the following services:

1. Drain and winterize all drinking fountains.
2. Inspect pumps and motors and notify City of any malfunctioning equipment.
3. Remove and store movable equipment.
4. Drain and store all hoses.
5. Drain filtration system.
6. Install all plugs in plumbing.
7. Backwash filters and check for any defects. Clean elements, check for any defects.
8. Drain and re-lubricate all chemicals feeders.
9. Leave all valves at appropriate feeders.
10. Store all equipment.
11. Inspect all pool machinery and equipment and list parts required for next season's operation to the City.
12. Check all pool plumbing and electrical, notify the City of any problems.
13. Clean restrooms/showers, deck area, storage areas, etc.
14. Drain all restroom/shower plumbing and prepare with anti-freeze wherever necessary.
15. Drain all plumbing, removing any debris.
16. Drain appropriate pools.
17. Remove hair and debris from pool pumps and deck grates.
18. Winter inspections are to be made periodically and turned into the Director of Parks and Recreation. Contractor shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in a year-end written report. At the City's request, the Contractor shall provide specification and/or costs for the repairs and/or replacement and present to the City. Contractor shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations. The City will be responsible for signs being made. Contractor will furnish a year-end report to be turned in to the Director of Parks and Recreation by October 31, of each year of the contract.

Report to include recommended repairs for next year, recommendation of capital items for next 2-5 years, suggestions for operation and equipment.

- 5.2 **Maintenance and Replacement of City-Owned Equipment.** Contractor shall perform minor adjustments and maintenance to the equipment as part of this management contract, provided that the City approves prior to execution. City shall pay for the cost of parts and materials. All other repairs and replacement of equipment needed to continue the operation of the Aquatic Center and to maintain health and safety standards shall also be performed by the Contractor at the City's discretion and expense; Contractor must receive written approval from the City for major repairs (over \$50) prior to the performance of such repairs. The City will be responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including horticulture, except policing for trash, waste, garbage, and other debris.

Contractor will be responsible for the care of City property used for the operation of the Aquatic Center. Said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected. The Contractor will try to prevent losses and damages to City-owned property during hours of operation and will be held accountable for the those losses and damages to buildings and City-owned property due to theft or abuse during the hours of operation of the Aquatic Complex.

Damaged or malfunction equipment should be reported immediately to the Director of Parks and Recreation. If not reported, Contractor will be responsible for damages.

- 5.3 **Personnel.** The Contractor shall furnish sufficient personnel for the operation of a safe and sanitary Aquatic Center. All lifeguards will hold a minimum qualification of an advanced lifeguard certificate from either Red Cross, Ellis or Starguard, and preferably be at least 16 years of age. Said personnel will be furnished so as to operate the Aquatic Center in the safest manner possible and in the best interest of the City. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times.

All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees for the Contractor and not the City. 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 City 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 City, and the Contractor agrees to make such replacement within seven (7) days.

The Contractor shall give Grain Valley residents and Grain Valley School District students first priority when hiring for all position. The Contractor will provide the City a copy of their minority recruitment program. The Contractor shall provide to the City applications for distribution at the Grain Valley Community Center, 713 Main Street, Grain Valley, MO 64029. The Contractor shall provide to the City a final, complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses, and phone numbers of each employee.

- 5.4 **Staffing Levels/ Hours of Operation.**

Proposed staffing levels are listed below:

Peak Hours for Facility Operation (as determined by the City)

(1) Pool Manager OR (1) Assistant Manager

(5) Lifeguards (4 lifeguards at stations, 1 extra lifeguard in rotation)

Off-Peak Hours of Facility Operation (as determined by the City)

- (1) Pool Manager, (1) Assistant Manager OR (1) Head Guard
- (5) Lifeguards (4 lifeguards at stations, 1 extra lifeguard in rotation)

Contractor shall provide cost to furnish staff for activities outside the normal operating hours of the Aquatic Center. The City has the option to contract staffing services for additional aquatic programs, special events, rentals, etc. These services will be billed as supplemental to the not- to-exceed salary budget.

The Contractor shall have the authority to close the Aquatic Center during inclement weather (heavy rain, thunder or lightning) and shall be prepared to reopen it when the weather permits. The Contractor shall have personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise. If the facility is to be closed to the public for cool weather (below 70 degrees) for the day, there must be a mutual agreement by the Contractor and the City.

- 5.5 **Operational Supplies/Utilities.** Contractor shall furnish all chemicals and first aid supplies as specified, for the pool operation during the season. City shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaner, light bulbs) for the facility. City shall furnish water, telephone, electricity, gas and pay for the same. City shall provide sets of keys for lock that access the pool, restrooms/showers and equipment areas.
- 5.6 **Additional Services.** Contractor agrees to discuss with City opportunities to implement new programs and special events and provide staffing and add additional costs to City for such. These additional services would be billed as supplemental to the not-to-exceed salary budget.
- 5.7 **Independent Audit.** Contractor shall arrange for, and include cost in management bid, one independent third party audit during the course of the summer, to include secret video of practices and simulated situation response.
- 5.8 The City will furnish all cashier/gate and concessions personnel with the option to hire Contractor staff for swim lessons and water aerobics instruction. In addition, City will provide one custodial employee for peak times.

6 SWIMMING SEASON

6.1 **Swimming Season.** Each and every swimming season during the term of this Agreement shall commence on the Saturday before Memorial Day and close on Labor Day thereafter unless City and Contractor agree to extend past Labor Day for special events.

6.2 **Hours of Operation.** From the Saturday before Memorial Day until commencement of the local public school district session, the hours of operation shall be from 12:00pm to 6:00pm Sunday thru Saturday. Upon commencement of the local public school year until Labor Day, the hours of operation shall be on Saturdays and Sundays only from 12:00pm to 6:00pm each day.

7 INSURANCE

7.1 **General.** The Contractor shall procure and maintain 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 Contractor, his/her agents, representative, employees or subcontractors, for the duration of the contract. The cost of such insurance shall be included in the Contractor's bid.

The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section 7, and such insurance has been approved by the City. The Contractor shall

not permit any subcontractor or employee to Commence work in relation to the Agreement until insurance of the required of the Contractor has been so obtained and approved by the City. An *original* Certificate of Insurance for the company for record must be furnished to the City prior to any work being done on the facility or opening to the public, and contain the following statement “*The City of Grain Valley is 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 Section 7.2 through 7.5. This requirement of insurance does not limit the Contractor’s liability under the Agreement, in any manner.

7.2 Worker’s Compensation Insurance. The Contractor shall procure and maintain during the term of the Agreement, Workers’ Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all such employees are covered by the protection afford 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 City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City. In full Compliance with the Workmen’s Compensation Act of the State of Missouri and Employer’s Liability coverage, the minimum amount of insurance shall be \$500,000.

7.3 Comprehensive General Liability Insurance. The Contractor shall carry public liability and property damage insurance which shall include bodily injury and accidental death to a person. The policy will include protection for employees and patrons subject to the minimum limits set forth below:

Liability \$2 million (\$1 mil excess liability)
Aggregate \$3 Million (\$2 mil general and \$1 mil excess)

The policy will include protection for the following hazards:

- A. Premises and Operation
- B. Independent Contractor’s Coverage
- C. Products and Completed Operation Liability Coverage to
apply one year beyond completion and acceptance of the work specified by this
contract.
- D. Personal Injury Liability
- E. Broad form Property Damage
- F. Contractual Liability

7.4 Comprehensive Automobile Liability Insurance

A. The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in amounts not less than the limits set forth below:

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

7.5 Satisfactory Coverage. The insurance which the Contractor is required to obtain and maintain pursuant to the Section 5 Bid Specification shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurer with a Best’s rating of no less than A: VII. The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the

8 INDEMNIFICATION

Contractor shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claims arising out of Contractor's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing, Contractor's indemnity obligations are limited solely to the extent directly caused by Contractor's fault or negligence.

9 LICENSES AND PERMITS

The Contractor shall be responsible for obtaining and paying the cost of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Grain Valley) necessary for the operation of the facility provided; however, the Contractor shall not be responsible for obtaining a use permit.

- A. Contractor shall follow the City of Grain Valley's Municipal Code section 500.075 for contractor licensing. Qualified Contractors must hold all necessary Master trade certifications (if applicable) prior to the start of work.
- B. The awarded Contractor shall obtain a City of Grain Valley Business License within ten (10) calendar days of the date of the notification of award.
- C. The awarded Contractor shall obtain all City of Grain Valley permits applicable to the work.

10 HEALTH AND SAFETY STANDARDS

The Contractor shall meet all Health and Safety Regulation set forth by Ordinance of the City of Grain Valley and Jackson County. The Aquatic Center 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 City of Grain Valley, Jackson County, and the operation shall be in accordance with all the rules and regulations of the Health Department of Jackson County and the State of Missouri. The Contractor shall have no authority or responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act.

11 CONTRACTOR'S 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, staff dialogue of daily occurrences, maintenance information, 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 City no later than October 31 of each contract year.

12 TIMELINE

July 13, 2017	Notice to Bid in Kansas City Star
By July 31, 2017	Pre-Bid walk-through by appointment (call 816-847-6231 to arrange). Grain Valley Community Center, 713 S Main St, Grain Valley, MO 64029
August 3, 2017	Bids due by 2:00pm to the attention of Shannon Davies,

Grain Valley City Hall, 711 S Main St, Grain Valley, MO 64029

August 28, 2017

1st Read to Board of Aldermen to approve Contract

September 11, 2017

2nd Read to Board of Aldermen to approve Contract

13 MANAGEMENT FEE

13.1 Contractor will provide materials and professional services as Outlined in Article 5 and listed below for the operation of the Aquatic Center for the City of Grain Valley. The following items are included in the management fee and will be provided by Contractor:

- a) Pre-season Opening and Post-season Closing costs.
- b) Cost of insurance for the contract
- c) All necessary chemicals to keep the water balanced (to include but not limited to: liquid chlorine, muriatic acid, sodium bicarbonate, calcium chloride flake, cyanuric acid, soda ash)
- d) Safety equipment for safe handling of chemicals
- e) Water testing kit and supplemental reagents
- f) Additional lifesaving equipment not already provided by City (as follows: first aid supplies, blood borne pathogens kits, portable oxygen tank, bag valve mask, suction device, resuscitation masks, personal protective equipment for staff, 2 shade umbrellas for lifeguard break area). This does not include backboard, rescue tubes, or other non-consumable safety supplies.
- g) One (1) independent third party audit during the season
- h) Minor maintenance supplies, tools and office supplies
- i) Costs for labor and materials for seasonal opening and closing of the facility (replacement parts will be invoiced to the City)
- j) Costs for District Manager Supervision
- k) Administrative Costs
- l) Cost of performance bond
- m) Overhead and profit

13.2 Management fee to cover total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, third party professional audits and other incidental costs as outlined in the agreement.

13.3 Part I represents the monthly invoice schedule for the Management Fee and includes the not-to-exceed salary budget for 2018, 2019, and 2020.

13.4 Part II represents the not-to-exceed Salary Budget for 2018, 2019, and 2020.

BIDDER'S DECLARATION

Signature of bidder indicates that he/she has examined the information and conditions surrounding the operation of the Grain Valley Aquatic center and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Bid Proposal to ascertain that no mistake or error is contained in the Bid Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

Signature of Bidder

Date

PART II

BID PROPOSAL FORM – “MANAGEMENT FEE”

Management fee to cover total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, third party professional audits and any other incidental costs not covered in the salary portion as outlined in Section 13.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the Grain Valley Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base bid “Management Fee.”

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Due upon signing contract	\$ _____	\$ _____	\$ _____
May 15	_____	_____	_____
June 15	_____	_____	_____
July 15	_____	_____	_____
August 15	_____	_____	_____
Final Payment	_____	_____	_____
Total Management Fee Bid	\$ _____	\$ _____	\$ _____

Accompanying this bid is a Bid Bond in the amount of \$ _____ representing approximately 5% of the bid price made payable without condition to the City of Grain Valley and it is agreed that the bid security shall be retained as liquidated damages for the delay and extra expense caused to the City of Grain Valley if the undersigned fails to execute the contract and furnish the bond required by the contract documents.

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes for all materials and appliances subject to and upon which taxes are levies.

Dated this _____ day of _____, 2017.

BID PROPOSAL OF _____
(Agency)

UNDER THE LAWS OF THE STATE OF _____

A PARTNERSHIP CONSISTING OF * _____

AN INDIVIDUAL TRADING AS * _____

A JOINT VENTURE CONSISTING OF * _____

*Insert Corporation(s), Partnership(s), or Individual as applicable.

PART III

BID PROPOSAL FORM – “SALARY BUDGET”

Salary Budget is based on actual hours of operation and staffing levels. There is a salary addendum for recreational programming and special aquatic center events.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the Grain Valley Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified.

MAXIMUM SALARY

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Maximum Base Salary for Season	\$ _____	\$ _____	\$ _____

SALARIES FOR RECREATION PROGRAMS/SPECIAL EVENTS

Contractor shall provide cost to furnish staff (lifeguards and managers) for other activities, i.e. swim lessons, water aerobics, private rentals, and special events when the facility would otherwise be closed to the general public.

Manager \$ _____ per hour

Assistant Manager \$ _____ per hour

Lifeguard \$ _____ per hour

PART IV

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

**SURETY (Name and Address of Principle
Place of Business):**

OWNER (Name and Address)

City of Grain Valley
711 S Main Street
Grain Valley, MO 64029

PROJECT

Date:

Amount:

Description (Name and Location):

BOND

Date:

Amount:

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

**Name and Title: _____
(attach certified Power of Attorney)**

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY

OF _____

_____ being first duly sworn, deposes and says that he/she is

Title of Person Signing

Name of Bidder

that all statements made and facts set out in the proposal for the above service/project are true and correct; and the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above service/project.

BY _____

BY _____

BY _____

SWORN to me before this _____ day of _____ 20__.

Notary Public My Commission Expires: _____

STATEMENT OF BIDDERS QUALIFICATIONS

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

1. Bidder Name(s): _____ Office/Title: _____

Company Name: _____ Status: Individual Partnership Corporation

Phone Number: _____ FAX: _____ Email: _____

2. Permanent Main Office Address: _____

3. When Organized: _____

4. Incorporated under the laws of the State: _____. Licensed to do business in Missouri: Yes No

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

6. Concurrent Contracts (complete the following schedule):

Service/Project Address	Owner	Owner's Representative	Contract Amount	Percent Completed
----------------------------	-------	---------------------------	--------------------	----------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. General character of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? Yes No If so, where and why?

9. Have you ever defaulted on a contract? Yes No If so, where and why?

10. The following are the more important services/projects completed in the last five(5) years:

11. Other experience qualifying you for this service/project: _____

12. Bank references: _____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes No

14. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.

Signature of Bidder

Printed Name of Bidder

Title: _____

Dated at this _____ day of _____, 2017

CERTIFICATION OF NON-SEGREGATION

By submission of this bid, I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause of this contract. As used in this classification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage areas or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications for proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors.

Signature of Bidder

Printed Name of Bidder

Title: _____

Dated at this _____ day of _____, 2017.

REFERENCE FORM

City of Grain Valley- POOL MANAGEMENT SERVICES CONTRACT

Please provide a minimum of two (2) references. Make sure the company, contact person, and contact information is current and correct.

1. Company Name: _____ **Phone #:** _____

Contact Person: _____ **Email:** _____

Brief description of reference relationship to this contract bid: _____

2. Company Name: _____ **Phone #:** _____

Contact Person: _____ **Email:** _____

Brief description of reference relationship to this contract bid: _____

PROPOSAL CHECKLIST

- _____ Signed Proposal
- _____ Evidence of Insurance
- _____ Evidence of Required Licenses/Certificates/Permits
- _____ Completed Bid Proposal (Management Fee)
- _____ Completed Bid Proposal (Salary Budget)
- _____ Completed Bid Bond
- _____ Signed Anti-Collusion Statement
- _____ Completed Statement of Bidder's Qualifications
- _____ Signed Certification of Non-Segregation
- _____ Completed Reference Form
- _____ Addendum (if applicable)