

REQUEST FOR PROPOSALS

Swimming Pool Management Services



**City of Clarkston
1055 Rowland Street
Clarkston, GA 30021**

City of Clarkston, Georgia

Requests for Proposal (RFP) **Swimming Pool Management Services**

Issue Date: January 31th, 2020

Issued By: City of Clarkston
City Manager's Office
1055 Rowland Street
Clarkston, GA 30021

Inquiries: Robin Gomez
City Manager
(404) 296-6489
rgomez@cityofclarkston.com

Pre-Bid Conference/Facility Tour: February 12th, 10:00 a.m. EST

Proposals Due: February 28th, 2:00 p.m. EST

Requests for Proposal (RFP)
Swimming Pool Management Services

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Requests for Proposal (RFP)
Swimming Pool Management Services

I. INTRODUCTION

The City of Clarkston is located in central-west DeKalb County, near regional destinations such as Stone Mountain and is a fifteen minute drive from the City of Atlanta. The City of Clarkston has access from two significant transportation corridors; Interstate 285 and Stone Mountain Highway (US Hwy 78). The City is a demographically diverse community with over 50 nationalities residing within the City limits. The current population is approximately 13,700. The City constructed a new municipal swimming pool in 2011 located at Milam Park.

The City of Clarkston will begin operation of its municipal swimming pool this spring, and is seeking proposals which will allow it to evaluate the feasibility of contracting the operation, programming and management of the City Pool, located at 3867 Norman Road, Clarkston, GA 30021 , as described in Attachment A “Scope of Work” attached hereto and made part hereof.

II. DUE DATE AND TIME LINE

- a. The City of Clarkston must receive proposals no later than **2:00 p.m. on February 28, 2020**. Responses may be mailed or hand delivered to the **City of Clarkston, 1055 Rowland Street, Clarkston, GA 30021, Attention: Robin Gomez, City Manager**
- b. Proposals should be in a sealed package, marked on the outside with the proponent’s name and **Swimming Pool Management Services Request for Proposals**.
- c. Proponent should submit one (1) original unbound and four (4) bound copies of the technical and financial proposals clearly marked in **separate and sealed envelopes labeled accordingly and placed inside the larger sealed package**.
- d. Proposals may be revised by written amendment, delivered to the location set out above, at any time before the due date and time but not after. An amendment must be signed by an authorized signatory of the proponent.
- e. Proposals received after the due date and time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.
- f. The City intends to open proposals in private but reserves the right to open proposals in public at its sole discretion.
- g. The following is the City’s anticipated timeline. All Proponents are to understand that the dates following the Proposal Due Date are subject to change although anticipated deviations in the schedule are expected to be minimal.

MILAM POOL RFP TIMELINE

EVENT	DATE
Issuance of RFP	January 31 st , 2020
Pre-bid Conference/Facility Tour	February 12 th , 2020; 10:00 a.m. EST
Proposal Due Date	February 28 th , 2020; 2:00 p.m. EST
Proponent Team Interviews	March 11 th , 2020
Evaluation Team Recommendation	March 13 th , 2020
Contract Development and Review by City Attorney	April 16 th to April 19 th , 2020
Draft Contract Submitted for City Council Review at Work Session	March 31 st , 2020
City Council Review and Contract Award	April 7 th , 2020
Proponent Team Preparation for Pool Opening	May 1 st to May 22 th , 2020
Opening Day of Pool	May 22 th , 2020

- h. A Pre-bid Conference/Facility Tour is scheduled to discuss the City’s requirements under this RFP. While attendance is at the discretion of proponents, proponents who do not attend will be deemed to have attended the Pre-bid Conference/Facility Tour and to have received any of the information provided at the Pre-bid Conference. At the time of issuance of this RFP the Pre-bid Conference/Facility Tour has been scheduled for:

Date: February 12th, 2020
Time: 10:00 a.m.
Location: Milam Park Pool
3867 Norman Road
Clarkston, GA 30021

Please allow 2 hours.

Note: No transcript or report of the Pre-bid Conference will be provided.

- i. Proponents are encouraged to examine the site prior to submitting a Proposal to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFP and to make allowance for such conditions in the Proposal. By submitting a Proposal, a Proponent represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including but not limited to: Location of the work, location of the buildings on the site, adjacent properties, Proponent occupancy during the work, access and all other conditions that a competent Proponent experienced in work similar to the work would consider and take into account, and is further deemed to have included in the Proposal price all costs occasioned thereby.

III. REQUIREMENTS

- a. It is the City's intent to select the proposal that, in the City's opinion, provides the most cost effective and responsible bid having met all identified criteria. Terms of the agreement are outlined in this proposal.
- b. The City requires all responses provide a detailed and itemized breakdown of:

Proposed schedule and cost of services for each specific area identified in the Scope of Work. All applicable local and State Sales Tax should be listed for each applicable item separately.

Description of equipment, personnel and ability to provide services.

A reference list (including contact name and telephone number) of at least three (3) recent customers of similar scope and size that the City may use to contact.

- c. By submitting a proposal, the Proponent agrees to be governed by the terms and conditions set forth in this document. No change or deviation from the terms set forth in this document is permitted without the prior approval of the City.
- d. All information requested must be provided and meet all specifications and requirements outlined in this RFP. Proposals will be evaluated based upon the information submitted and the quality of the service proposed.
- e. This RFP is not a tender and does not commit the City in any way to select a proposal, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.
- f. Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives, agents, Proponents and advisors will not be liable to any Proponent

for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

- g. A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- h. All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public entity” defined by and subject to the Public Records Act.
- i. The Proponent will be required to obtain a City of Clarkston business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.
- j. The Proponent will be required to submit a copy of their Risk Management Plan.
- k. The Proponent is subject to the minimum prevailing wage and hour requirements of the State of Georgia.
- l. The Proponent must include evidence that they maintain the following minimum insurance:
 - i. Workers’ compensation and employer’s liability in amounts required by law;
 - ii. Commercial general liability with limits of liability not less than \$5,000,000;
 - iii. Automobile liability insurance with limits of liability not less than \$3,000,000

IV. TERM, RENEWAL AND TERMINATION

- a. The Proponent shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Proponent shall be documented by the City and submitted to the Proponent for corrective action, review and file. Continued poor performance shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract.
- b. The term of this contract shall be for the period of two (2) years commencing on May 1, 2020,
- c. The contract will not automatically renew. The City may, at its sole discretion, continue the contract for two (2) additional one-year terms, upon a ninety (90) day written notice from the City, subject to satisfactory performance, and achievement of agreed productivity targets of the Proponent, as determined by the City representative, or designate, of the then current term, of its intention to exercise this option under the terms and conditions of the contract, and shall not exceed rates

specified, incorporated into the contract, and under all other terms and conditions specified in the contract.

- d. The contract may be terminated by either party by giving the other party not less than sixty (60) days written notice of the intention to terminate as of the date specified. If the contract is terminated by the City for any reason, prior to expiration of this term, the Contractor may be asked to continue the operation of the pool until a new contractor can be selected provided this period shall not exceed sixty (60) days.

V. SELECTION AND AWARD

- a. It is the City's intent to award the contract to the Proponent who provides the most cost effective and responsible bid that, in the opinion of the City, meets all specification criteria and offers terms and conditions most advantageous to the City, residents and visitors. The City will not accept any proposal based on price alone, but will make an award based on the evaluation criteria. Accordingly, each initial bid proposal should be submitted on the most favorable and complete operating and technical terms possible.
- b. The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.
- c. The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:
 - i. Experience, Reputation and Resources
 - ii. Technical
 - iii. Financial
 - iv. Supplemental Question Responses
- d. The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal to determine the best value to the City and service for residents and visitors. All criteria considered will be applied evenly and fairly to all Proposals.
- e. The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, The Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

- f. The City reserves the right to reject any and all proposals, and to waive any irregularities of information in the evaluation process. The final decision is the sole decision of the City, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

VI. QUESTIONS AND INQUIRIES

- a. Please direct any questions pertaining to this request to the City representative listed below. No other City official or employee is empowered to speak for the City with respect to this solicitation. Any information obtained from any non-approved source shall not be binding and may disqualify your proposal.
- b. Proponents and their agents will not contact any member of the City Council or City staff with respect to this RFP, other than the City Representative, at any time prior to the award of a contract or the termination of this RFP.
- c. All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to:

Robin, Gomez
City Manager
1055 Rowland Street
Clarkston, GA 30021
(678) 409-9683
rgomez@cityofclarkston.com

- d. Inquiries should be made no later than 7 business days before due date and time of this solicitation. The City reserves the right not to respond to inquiries made within 7 business days of the due date and time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.
- e. Proponents finding discrepancies or omissions in the RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum. No oral conversations will affect or modify the terms of this RFP or may be relied upon by any Proponent.
- f. If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City Website that will form part of the RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

VII. SUPPLEMENTAL QUESTIONS

Proponent to provide detailed information and narrative including the following points:

- a. Provide a narrative that illustrates an understanding of the City's requirements for the services;
- b. Proponent's relevant experience and qualifications in delivering outdoor pool operations services on the scale of this RFP;
- c. Proponent's demonstrated ability to provide the services;
- d. Proponent's equipment servicing resources, capability and capacity, as relevant to the RFP;
- e. A description of the general approach and methodology that the Proponent would take in performing Services;
- f. An operational schedule for the Pool including the dates and times required for seasonal opening and winterization;
- g. A specific schedule which states dates, days and times the Pool will be open to the public including but not limited to, swimming lesson sessions, public and lap swims, water exercise and pool rentals;
- h. A description of the philosophy driving swimming instruction programs and description of the age level swim lessons;
- i. A Risk Management Plan that includes a list of procedures and action plans identifying emergency and evacuation procedures;
- j. A narrative describing how the Proponent ensures the site and the staff are displaying a positive public image at all times;
- k. A description of how the Proponent would advise and recommend a security program aimed at minimizing vandalism and property damage to the facilities over the outdoor pool operating season;
- l. A list of the process and procedures to maintain a lost and found at the Pool;
- m. The format of a comprehensive final report that includes, but is not limited to, safety, lessons, lifeguarding, customer service, revenues, expenditures, participation, facility review, improvements required and/or recommended and proof of staff and Proponents being paid;
- n. A description of cash handling procedures, internal and external auditing and credit refund policies and procedures;
- o. A description of the Proponents training program for life saving and lifeguarding related to upper level swimming instruction;
- p. A description of program registration, pass and merchandise sales procedures;
- q. A description of how the Proponent will provide access to low income families; and as well, meet the needs of our ethno diverse public;
- r. List the level of staff certification required for; Facility operation, lesson instructors and lifeguards including in service training to occur during the season;

- s. A description of how the Proponent will provide professional lifeguarding services. This will include public swimming pool rentals, swimming lessons and public swims;
- t. A proposed annual operating budget including a revenue and expenditure summary and proposed fee structure;
- u. A description of how the Proponent will work with the City's Representative to ensure amicable and informative communication on a regular basis;
- v. Describe how the Proponent will be responsible in complying and maintaining all current health regulations in regards to pool operations;
- w. Provide examples of how you will measure performance on the basis of customer satisfaction;
- x. Provide information about our firm that further demonstrates proficiency or excellence;
- y. A outline of a daily, weekly, and seasonal facility maintenance duties including staffing assignments

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EXHIBIT A
SCOPE OF SERVICES

A. INTENT

The intent of the Agreement is to provide for the operation and maintenance of the City Pool located at 3867 Norman Road, Clarkston, Georgia, 30021. Including but not limited to: All staffing, insurance, operational materials and supplies, utilities, general “day to day” maintenance and programming, training, licensing and permits and other items necessary to provide aquatic services to the public and operate the facility as outlined herein. The services are to be performed in a substantial, complete and professional manner in accordance with industry standards, all as required by and in strict conformity with current health regulations.

B. SCOPE OF SERVICES

1.0 Pool

The pool includes the outdoor swimming pool, pool deck, and grass area within the perimeter fence, pool storage building, pool office, concession area, entry and changing areas.

2.0 Conduct and Professionalism

- (a) The services under this agreement, and all duties incidental or necessary thereto, should be conducted and performed continuously, diligently and competently and in accordance with professional standards of conduct and performance; and
- (b) The Proponent and its agents and employees should at all times be properly attired and should be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public.

3.0 Safety

- (a) The Proponent is responsible for the safety of all employees, patrons and equipment of the project in accordance with all applicable safety regulations; and
- (b) Incidents, alterations or accidents involving facility visitors, the Proponent, employees or City employees to be reported to the City’s Representative on Incident and Accident Report Forms prescribed by the City in a timely manner but in no case more than one (1) week for minor incidents, or more than twenty-four (24) hours for major Incidents.

4.0 Duties of Proponent

The Proponent should do and perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient operation and maintenance and programming of the Pool to enable it to operate as a recreational public swimming facilities during the Term (subject only to Force Majeure which means any temporary event

or cause beyond the control of the Proponent which prevents the Pool from being operated in the manner contemplated herein such as, but not limited to, acts of God or of the public enemy, fire, flood, storm, explosion, earthquake, riots, wars, hostilities, civil commotion, strikes and labor disputes). Without limiting the foregoing the Proponent's duties include the following:

- (a) Operation and maintenance of all aspects of the Pool and the making of all day-to-day decisions in connection therewith, except as otherwise provided herein;
- (b) Entering into all contracts necessary or desirable for the opening, operation and maintenance, programming and closing of the Pool, solely on behalf of Proponent;
- (c) Keeping of all records, statistics and accounts in respect of the opening, operation and maintenance of the Pool in accordance with generally accepted accounting principles, consistently applied;
- (d) Doing all things necessary to provide adequate security for the physical protection of the Pool and its guests;
- (e) The City of Clarkston is committed to providing a safe environment for children and youth. The Proponents, its staff and volunteers are to undergo a Criminal Background Check. Any associated costs will be the responsibility of the Proponent. The Proponent will be responsible to ensure that all sub-trades have the same contractual obligations including criminal record compliance for their employees. The Proponent must keep copies of the Criminal Record Check and be prepared to provide access to the records if requested by the City;
- (f) Furnish all labor, supervision, transportation, utilities, supplies, materials, chemicals and other required services as needed to fully open, operate, maintain and winterize the Pool;
- (g) Repair any damage and correct any potential hazard, existing at or involving any of the Pool;
- (h) Remove or remedy any hazardous conditions immediately;
- (i) Complete all other work related to the opening, operation, maintenance and closing of the Pool in accordance with the guidelines established by the City Department of Public Works;
- (j) Maintain the Pool in excellent repair in accordance with health and industry standards;

- (k) Maintain all equipment and establish a preventative maintenance plan and service check list prior to opening for the duration of the term of this Agreement. The Proponent will submit these plans to the City's Representative for approval;
- (l) Turning over all equipment in a clean, maintained, operable and safe manner upon termination of this Agreement. The Proponent will also provide all backup material and maintenance records for all equipment in the Pool;
- (m) Permitting the City to inspect the Pool, including but not limited to, all mechanical equipment and maintenance records as needed;
- (n) Provide aquatic recreation opportunities to the public including, but not limited to swimming lessons, water fitness and water safety instruction, recreational and lap swims, private pool rentals and competitive use;
- (o) The Proponent agrees to support and implement all relevant policies of the City, provided that they do not materially reduce the compensation payable by the City to the Proponent;
- (p) Market and promote the Pool, benefits of participation and programs and services.

5.0 Permits & Regulations

The Proponent shall apply, pay and procure all necessary permits or licenses required for the execution of the Agreement and should give all necessary notices and pay fees required by law and comply with all laws, ordinances, rules and regulations relative to the work and to the preservation of the public health.

6.0 Work Schedule

- (a) By January 31 of each year, the Proponent shall provide a seasonal schedule including opening and winterization dates, to the City's Representative for their approval, for the use of the Pool.
- (b) No later than March 31 of each year the Proponent shall provide a specific schedule which states dates, days and times of when the Pool will be open to the public.

7.0 Maintenance, Equipment, & Capital Improvement

- (a) The Proponent to be responsible for all equipment related to the successful operation of the Pool;
- (b) The Proponent is liable for the cost of maintenance, repair or replacement made necessary as a result of loss or damage to the Pool, plant, equipment, or facility caused deliberately or recklessly by the Proponent's staff or agents;

- (c) Capital improvements and major repairs to the facility will be completed by the City only if funding allows. The City is not responsible for losses as a result of temporary or long term closures to the Pool due to mechanical, structural or other failures;
- (d) The Proponent will provide all supplies, equipment, materials and custodial services to maintain the Pool in a clean and sanitary condition;
- (e) The City is responsible for litter control within grounds of Milam Park. The Proponent is responsible for litter control within the fenced area of the Pool, within the Pool building and immediately adjacent to the Pool entry and any litter outside the pools, deemed to be from pool users. Trash may be deposited in the City dumpster located at Milam Park.
- (f) The City will provide grounds maintenance services including mowing, fertilizing and irrigation to maintain the turf areas within the fences area of the pool.
- (g) Vandalism and graffiti will be reported to the City Representative immediately upon discovery.

C. FACILITY PREPARATION/SEASONAL OPENING

1.0 Cleaning and Painting

- (a) Building Interiors – Clean, remove vent covers, power wash, disinfect, update signs.
- (b) Building Exteriors – Power wash.
- (c) Pool shell – The pool shell is to be power washed, scrubbed, cleaned, and painted if required by the City. Debris is to be removed.

2.0 Mechanical

- (a) Filtration, Disinfecting and Pumps – Maintained in accordance with approved Equipment or industry Specifications.
- (b) Plumbing and Heating – Maintained, started and serviced by certified tradespersons; and the proponent should submit a list of their certified trades people.
- (c) A mechanical log book will be developed for the Pool. Any maintenance and/or repair work done to the mechanical structures and fixtures will be recorded. These log books will remain at the Pool and then submitted to the City by September 30th each year during the Term.

D. FACILITY OPERATION

1.0 Water Quality

- (a) The temperature will be set between 85 and 87 degrees Fahrenheit;
- (b) The clarity of water will be at a level that meets the current industry standards;
- (c) Free available chlorine levels are to be kept at a minimum of 1.5ppm during operational hours;
- (d) Ph. of pool water is to be kept at a range of 7.2-7.8 during operational hours;
- (e) Pool alkalinity and calcium hardness to be maintained with the ranges 80-120ppm and 180-230ppm respectively;
- (f) The proponent should maintain records of pool chemistry tests and adjustments, taken every 2 hours during operation, and to make these records available to the City upon request;
- (g) The Proponent to implement procedures to deal with fouled pool water;
- (h) The Proponent is responsible for all chemicals required for pool operations. Details of chemical delivery are the Proponent's responsibility.

2.0 Emergency and Evacuation Procedures

- (a) The Proponent must provide their procedures and action plans identifying emergency and evacuation procedures to the City prior to the commencement of the Agreement. The City's Representative to be informed if any subsequent changes to the procedures are made;
- (b) The procedures may be implemented when any of the following incidents occur:
 - (i) Smoke or Fire or Alarm Sounds,
 - (ii) Power Failure,
 - (iii) Lightning,
 - (iv) Toxic Chemical leaks,
 - (v) Death or Injury,
 - (vi) Lost Person,
 - (vii) Weapons or dangerous individuals,
 - (viii) Other Situations where the public or staff's health is at risk;
- (c) The Proponent should provide trained and competent staff and provide a list of their training requirements;
- (d) The Proponent should advise how they will make suitable arrangements or ensure that the public are made aware of general safety precautions required at the various locations and the action they are required to take in the event of accident or other

emergency and the staff are kept fully informed of all procedures in existence for ensuring the safety of themselves and the users of the Pool Facilities;

- (e) The Proponent and the City will provide a list of contracts to each other for emergency situations.

3.0 Mechanical

- (a) Filtration, Disinfecting and Pumps – Maintained and serviced by certified tradespersons in accordance with approved Equipment or Industry Specifications;
- (b) Plumbing and Heating – Maintained and serviced by certified tradesperson to provide excellent service.

4.0 Lost Property

The Proponent should advise the process and procedures to maintain a lost and found at the Pool.

5.0 Reports

- (a) The Proponent should provide an example comprehensive final report including, but not limited to, safety, lessons, guarding, customer service, facility review, improvements required and/or recommended and proof of staff and Proponents being paid;
- (b) On or before September 30th of each year during the Term, the Proponent will report the number of individuals that participated in public swims, lap swim, swimming lessons and pool rentals for the season.

E. PROGRAMMING

1.0 Swimming Lessons, Water Exercise and Lifeguarding

- (a) The Proponent should provide a description and lesson philosophy for age-level swim lessons they would provide;
- (b) The Proponent should outline their training program for life saving and lifeguarding related to upper level swimming instruction if applicable;

- (c) The Proponent should establish financial and cash handling policies and procedures including but not limited to: credit and refund policies, pool rental and season pass sales, program registration and admissions;
- (d) The Proponent should advise how they will provide access to low income families; and as well, meet the needs of our ethno diverse public;
- (e) The Proponent should submit a summary of registrations at the end of each session;
- (f) The Proponent should advise the level of staff certification required for facility maintenance staff, lifeguards and swimming lesson instructors.

2.0 Life Guarding

- (a) The Proponent should advise how they will provide professional lifeguarding services for Outdoor Aquatics as indicated in the schedules. This will include lifeguarding of swim clubs, public swimming and pool rentals;
- (b) All lifeguards to maintain a current American Red Cross Lifeguard Training and First Aid Certification, American Red Cross CPR/AED for Professional Rescuer Certification, American Red Cross Bloodborne Pathogens Training Certification, Northwest Lifeguard Certification or equivalent;
- (c) The ratio of lifeguards to participants must always be within accordance of current industry standards to ensure the level of care for swimmers;
- (d) The Proponent should advise on each pool's operational capacity and devise a plan for hot weather, inclement weather, and short term increases in participation.

3.0 Administration

- (a) The Proponent should advise how they will work with the City's Representative to ensure a successful preparation, operation and transfer of responsibilities back to the City upon completion of this Agreement;
- (b) The Proponent should also advise how they will work with the City's Representative to ensure amicable and informative communication on a regular basis;
- (c) The Proponent should advise how they will be responsible in complying all current health regulations with regards to pool operation;
- (d) The Proponent to agree to allow access to the City Representative and delegates at any time;

- (e) It is desirable that the prices to the public be kept as low as possible, consistent with quality service. Prices should be similar to those charged by other public facilities. Proponent will provide the proposed fee structure and methods of communicating the fees to the public;
- (f) At least one member of the Proponent's staff will possess current AFO certification or equivalent;
- (g) Emergency Procedure planning and staff training and education is the responsibility of the Proponent. Proponent is to provide an outline of planned staff in-service and emergency trainings;
- (h) The Proponent is responsible for all staffing including but not limited to: recruiting, hiring, scheduling, training, supervising, payment, termination, payroll totals and insurance;
- (i) The Proponent will provide an annual budget at the beginning and end of season which indicates all revenues and expenditures. During the season monthly updates will be provided.

F. SHUT DOWN

1. The Proponent will be responsible for winterizing the Pool and all equipment and sign off on the Pool that are in good, or better condition than they were accepted;
2. The Proponent should adhere to the closing procedures as determined by the City and will be subject to an inspection three (3) to four (4) weeks following the closure of the pool for the season. These inspections will be conducted with a representative of the Proponent and the City.

EXHIBIT B

Please complete and submit the Acknowledgements below:

ACKNOWLEDGEMENTS

_____ We acknowledge that we take no exceptions to the specifications.

OR

_____ We acknowledge that we do take exceptions to the specifications and an itemized list of exceptions is attached.

_____ We acknowledge that we have read and signed the Contractor and Subcontractor Affidavits.

_____ We acknowledge that services will be performed based upon the City's required time frame.

Company Name

Signature

Printed Name

Title

Date

Attachment "A"
Required Submission Documents
EXHIBIT C

Pool Operating Schedule

**Open Season Schedule for City of Clarkston,
(Milam Park) 3867 Norman Road, Clarkston GA 30021 [DeKalb County]**

The Pool shall open for the season **May 22, 2020**. The Pool shall be closed for the season after **September 6, 2020**. The Pool shall be open and guarded for a total of **2,136** guard hours as follows:

May 22			
Friday	10:00 A.M. – 6:00 P.M. (4 guards)	32 hours	
May 23 – July 5			
Monday and Wednesday	11:00 A.M. – 6:00 P.M. (4 guards) (2 guards) 24 hours	336 hours	6:00 P.M. – 7:00 P.M.
Tuesday and Thursday	11:00 A.M.-6:00 P.M. (4 guards) 6:00 P.M.-7:00 P.M. (2 guards)	336 hours 24 hours	
Friday & Saturday	11:00 A.M. – 6:00 P.M. (4 guards)	392 hours	
Sunday	12:00 P.M. – 6:00 P.M. (4 guards)	168 hours	
July 6 - August 2			
Monday and Wednesday	11:00 A.M. – 6:00 P.M. (3 guards) 6:00 P.M. – 7:00 P.M. (2 guards)	168 hours 16 hours	
Tuesday and Thursday	11:00 A.M. - 6:00 P.M. (3 guards) 6:00 P.M. -7:00 P.M. (2 guards)	168 hours 16 hours	
Friday & Saturday	11:00 A.M. – 6:00 P.M. (3 guards)	168 hours	
Sunday	12:00 P.M. – 6:00 P.M. (3 guards)	72 hours	
August 3 – September 6			
Monday - Friday	Pool Closed, maintenance 2x/week [Schooldays]		
Saturday	11:00 A.M. – 6:00 P.M. (3 guards)	105 hours	
Sunday	12:00 P.M. – 6:00 P.M. (3 guards)	90 hours	
September 7			
Monday	11:00 A.M. – 6:00 P.M. (3 guards)	21 hours	

During these guarded hours, Lifeguards shall be staffed according to Schedule A above. Schooldays are defined as any day in which DeKalb County schools are in session or normally would be in session.

Attachment "A"
Required Submission Documents
EXHIBIT E

City of Clarkston RFP

MILAM PARK POOL MANAGEMENT

VENDOR QUESTIONNAIRE

Questionnaire must be completed by ALL Vendors and returned with quotation response. Any additional pages provided should be clearly labeled.

1. How long have you been in business?

2. Give us background information on your company, including the number of employees available to service the City of Clarkston, the closest office location, as well as any financial ratings and reports available. Separate attachment is acceptable.

A. How many employees are available to service the City of Clarkston?

B. Please provide the name and address of your local

office: _____

3. Have you done similar business with other governmental agencies in the past three (3) years?

Yes _____ No _____

If yes, name agency and volume of business:

Attachment "A"
Required Submission Documents

BIDDER INFORMATION	
Company Name:	
Company Address:	
Authorized By (typed or printed name):	
Title:	
Authorized Signature:	Date:
Telephone Number:	
Fax Number :	
Email Address:	
Company's Web Page:	

REMITTANCE INFORMATION (where payments should be sent)			
Remit to Name:			
Remit to Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Toll Free:	
Contact:		Email:	
Tax ID: <input type="checkbox"/> SSN _____ Federal Tax ID _____			
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)			
Purchase Order Name:			
Purchase Order Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Toll Free:	
Contact:		Email:	
Payment Terms: Discount _____% No. Days _____ Net Due _____			
Freight Terms: Ship Via: _____ FOB _____			

MBE/DBE/WBE STATUS (check appropriate box(es))			
<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Disabled	<input type="checkbox"/> Veteran	<input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Not-Applicable

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
----------------------	----------	---------	---------

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

- Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.
- Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

- By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 201____ My Commission Expires: _____

_____[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to City of Clarkston at the time the subcontractor(s) is retained to perform such service.

Check if exempt

EEV/E-Verify™ User Identification Number

Date of Authorization

By: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

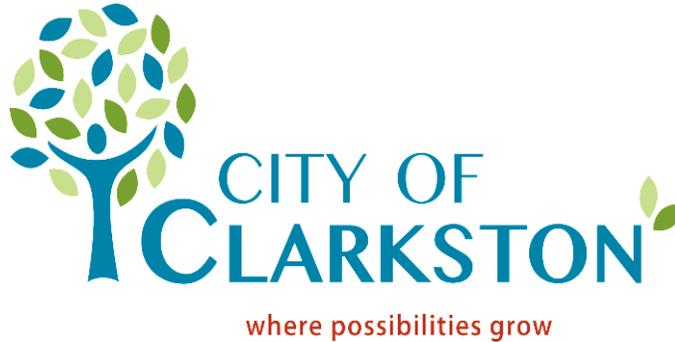
My Commission Expires: _____

[NOTARY SEAL]

Notary Public

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Attachment "A"
Required Submission Documents



**City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021
Tel: (404) 296-6489**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2018.

Signature of Contractor: _____

Title: _____

For City of Clarkston Personnel Only:

City of Clarkston Finance Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Finance Director _____ Date _____

Printed Name _____

NON COLLUSION AFFIDAVIT

Date:	
Project:	City of Clarkston
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Dekalb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against City of Clarkston, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)