

**REQUEST FOR PROPOSALS**

Issue Date November 14, 2009

Title: Swimming Pool Management Agreement, Tega Cay Beach & Swim Center

Issuing/Purchasing Agency: City of Tega Cay  
(Beach & Swim Center at Tega Cay)  
PO Box 3399  
Tega Cay, SC 29708

Period of Contract (Performance): One season consisting of April 15, 2010 through September 19, 2010 with option to renew for four (4) additional seasons, years 2010-2014.

Sealed proposals will be received until 2 p.m. on December 15, 2009 for furnishing swimming pool management services herein and opened in public. Two signed copies of the bid shall be included.

All inquires for information should be directed to Charlie Funderburk, City Operations Director, at (803) 548-3512 x. 129 or Billie Taylor, Facility Manager, at (803) 548-3787.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUNING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

***Tega Cay Administration building, 120 Shoreline Pkwy, Tega Cay SC. 29708***

In Compliance With This REQUEST FOR PROPOSALS And To All The Conditions Imposed Therein, and Hereby Incorporated By Reference The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

South Carolina contractor License No. \_\_\_\_\_

Class: \_\_\_\_\_

Specialty Code(s): \_\_\_\_\_

Name And Address Of Firm: \_\_\_\_\_

CHECK APPROPRIATE STATUS: Corporation;  Partnership;  Individual Owned;

Minority;

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1. **Purpose:** The intent and purpose of this Request for Proposals (FRP) is to solicit sealed proposals from qualified Offerors to establish a contract through competitive sealed bidding for Swimming Pool Management Services at Tega Cay Beach & Swim Center 4420 Beach Club Lane, Tega Cay SC 29708. The successful Offeror will enter into an agreement with the City of Tega Cay (the "City") for management of the pool owned by the City for the aquatic season, which runs approximately 3.5 months, starting in April 15, 2010 through September 19, 2010. All Offeror's shall be able to provide professional services for swimming pool management services adhering to national, state, and local requirements, codes and applicable standards.

It is the City's intent that this RFP permit competition to the maximum extent possible. It shall be the Offeror's responsibility to advise the issuing agency in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the issuing agency no later than fifteen (15) days prior to the date set for acceptance of bids. It is the intent of the City to enter into a contract with the successful Offeror whereby the contract costs for the Offeror's services shall remain fixed and constant for the duration of the contract term. Said term may include any and all optional additional seasons.

The successful Offeror will enter into an agreement with the City of Tega Cay to provide swimming pool management services. The agreement shall include a monthly payment schedule to be paid by the City to the successful Offeror by the 15<sup>th</sup> of each month following the commencement of operations for each month of operation, and shall include a provision to terminate within thirty (30) days by either party.

The successful Offeror shall be responsible for all aquatics management functions for the facility, to include seasonal opening, water purity and chemical balance, end of season closing and winterization, including the application of algicide, and personnel management. The successful Offeror shall operate and manage the pool from May 1, 2010 through September 31, 2010, inclusively. The pool shall be open during the following schedule:

**Tega Cay Beach & Swim Center will be open the following days:**

- Saturday & Sunday May 1 & 2, 8 & 9, 15 & 16, 22 & 23, 29 & 30
- Monday May 17 through Sunday September 19, 2010

**Hours of Operation:**

**The pool to be open during the following hours:**

#Saturday	10:00 a.m. to 9:00 p.m.
#Sunday	12:00 noon to 8:00 p.m.
*Monday	10:00 a.m. to 8:00 p.m.
*Tuesday	10:00 a.m. to 8:00 p.m.
*Wednesday	10:00 a.m. to 8:00 p.m.
*Thursday	10:00 a.m. to 8:00 p.m.
*Friday	10:00 a.m. to 9:00 p.m.

**# On weekdays when Public School is in session May 3 – May 14, 2010 the pool will be closed. The pool will open full time schedule on Monday May 17, 2010. Weekdays August 23-September 17, 2010 the pool will open from 12:00 p.m. to 8:00 p.m..**

**# On weekends of May 1 & 2, 8 & 9, 15 & 16, & September 11 & 12, 18 & 19, 2010 the pool will be open on Saturdays from 10:00 AM to 8:00 PM and on Sundays from 12:00 PM to 8:00 PM.**

### **Pool Staff Overlap:**

#### **Weekends of May 1 & 2, 8 & 9, 15 & 16, 2010:**

Two (2) certified people (pool manager and/or lifeguards) will be on duty from Open- 12:00 PM/ Three (3) certified people will be on duty from 12:00 PM- close.

#### **Weekends May 22<sup>nd</sup> through August 22<sup>nd</sup> and Memorial Day:**

Three (3) certified people will be on duty from Open to Close.

#### **Weekends August 28<sup>th</sup> through Monday September 6<sup>th</sup> (Labor Day):**

Two (2) certified people will be on duty from Open to 12:00 noon; Three (3) certified people will be on duty from 12:00 noon to Close.

#### **Weekends after Labor Day:**

Two (2) certified people will be on duty from Open to Close.

#### **Weekdays May 17<sup>th</sup> – August 20<sup>th</sup>:**

Two (2) certified people will be on duty from Open to 12:00 noon; Three (3) certified people will be on duty from 12:00 noon to Close.

#### **Weekdays August 23<sup>rd</sup> – September 3<sup>rd</sup>:**

One certified person will be on duty from Open to 4:00 p.m.; Two (2) certified people will be on duty from 4:00 p.m. to Close.

#### **Weekdays September 7<sup>th</sup> – September 17<sup>th</sup>:**

One (1) certified person will be on duty from Open to 4:00 p.m.

The successful Offeror shall provide proper staffing for the safe and prudent operation of the pools, and to this end, the successful offeror shall provide the following personnel:

All lifeguards shall be at least 16 years of age and must hold Red Cross Lifeguard, CPR and First Aid certification or equivalent certification by a comparable licensed agency approved by the City.

The successful Offeror will have the facility in operable condition no later than April 26, 2010 and as such, the successful Offeror shall be granted access to the facility to insure successful opening beginning at 7:30 a.m. on April 5, 2010.

2. **Background:** Tega Cay Beach & Swim Center is owned by the City of Tega Cay and operated by the Facility Manager; employee of the City. The Beach Center is located at 4420 Beach Club Lane, Tega Cay SC. 29708. The City has budgeted an amount for this management function through the Operation Budget of the Beach & Swim Center Department.

3. **Scope of Services:** All bids must be made on the basis of and meet or exceed the requirements contained herein. The successful Offeror must be able to provide for the operation and management of Tega Cay Beach & Swim Center, to include the following:

- A. Insure that the facility is in operable condition no later than April 26, 2010 by performing the following:
  1. Inspect the pools and associated plumbing and advise the City of any defects and/or repairs needed
  2. Drain and clean the Pools
  3. Check all equipment and facilities and advise the City of any needed supplies for repairs
  4. Acid wash the pools, the successful offeror shall supply and pay for acid
  5. Install ladders and guard chairs
  6. Start pools filling
  7. Backwash and vacuum pools
  8. Set up pool furniture
  9. Arrange for and be present at inspection of the Pools by the South Carolina Department of Health personnel, as applicable

10. Obtain the necessary permits to operate the pools, the City shall pay for such permits
- B. Maintain water purity in conformance with South Carolina Department regulations and standards and applicable laws.
- C. Clean the bathhouse; vacuum the Pools and perform cleaning of all areas surrounding pools that are within the pools enclosure.
- D. Provide acid, sodium. Hypochlorite (liquid chlorine) and other chemicals required for PH adjustment of the pools water.
- E. Provide sufficient and appropriate staffing levels at all times of operation.
- F. Perform end of season closing and winterization, to include the following;
  1. Prepare an accurate inventory of equipment and supplies and store equipment and supplies
  2. Drain and lubricate all pumps
  3. Uncover and drain strainer and chemical feeders
  4. Drain all re-circulating and vacuum lines that require draining
  5. Backwash and drain filters
  6. Drain bathroom fixture that can be drained or emptied
  7. Fill bathhouse fixtures that cannot be drained or emptied with antifreeze
  8. Drain drinking fountains
  9. Clean and remove all weirs and skimmer baskets
  10. Store testing equipment and supplies and first aid equipment
  11. Clean and store chlorinators
  12. Remove and store ORP and PH sensors
  13. Open to  $\frac{3}{4}$  maximum all valves that are required to be opened
  14. Store ladders, guard chairs and pool furniture. Deflate and store all tubes
  15. Install algae control.

**4. Bid Preparation and submission requirements:**

**A. General requirements:**

1. RFP Response: In order to be considered for selection, Offeror's must submit a complete response to the RFP. One (1) original and two (2) copies of each proposal must be submitted to the issuing agency. The Offeror shall make no other distribution of the proposals.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information required should be submitted. Failure to submit all information required may result in the purchasing agency requiring prompt submission of missing information an/or giving a lowered evaluation of the bid. Proposals that are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the

paragraph number of the corresponding section of the RFP. The proposal should contain a table of contents that cross references the RFP requirements. Information that the offeror desires to present that does not fall within any of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Bids that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - e. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the South Carolina Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the South Carolina Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the Code of South Carolina, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or material to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
3. Oral Presentation: Offeror's who submit a proposal in response to this RFP will be required to give an oral presentation of their proposal to the City. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
  4. Pre-Proposal Meeting: A pre-proposal meeting will be scheduled after the holidays in January for any additional questions that may not be covered in the RFP. Additional meetings may be scheduled as required.

**B. Specific Proposal Requirements:**

1. Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete Proposal:
  - a. The return of the RFP cover sheet and addenda, if any, signed and filled out as required.
  - b. Complete Contractor Data Sheet (Attachment A), included as an attachment to the RFP, and other specific items or data requested in the RFP.
  - c. Complete Proposal Statement (Attachment B), included as an attachment to the RFP, and other specific items or data requested in the RFP.

- d. A written narrative statement to include:
  - 1. Experience in providing the goods/services described herein:
  - 2. Names, qualifications and experience of personnel to be assigned to the project.
  - 3. Resumes of staff to be assigned to the project.
- e. Detailed cost statement.
- f. Copies of current licenses.
- g. Three letters of reference
- h. Performance Bond: The Offeror is required to furnish a performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred percent (100%) of the Contract Amount. All bonds shall be issued by companies authorized to transact business in the Commonwealth of South Carolina.
- i. Insurance: The successful Offeror must provide a statement indicating that they are able to procure and maintain, without interruption and on an occurrence basis, public liability insurance in the amount of **\$20,000,000.—(twenty million dollars)** to cover property damages and/or accidents and personal injuries that may be sustained by any patron or guest of the Pools. The insurance coverage shall name the City, it's elected officials, office, agents and employees as additional insured and shall be primary as to any overlapping coverage carried by the City. The successful offeror shall not be liable for mechanical failure or equipment damage to the Pools resulting from faulty construction not performed by or on behalf of the successful offeror or from hydrostatic pressure.

5. **Evaluation and award criteria:**

A. **Evaluation Criteria:** The City, using the following criteria, will evaluate Proposals:

	<u>POINT VALUE</u>
1. Favorable reference from current commercial and/or government accounts	15
2. Price proposal	50
3. Experience in aquatic management	20
4. Bond, licenses and insurance	15

B. **AWARD OF CONTRACT:** Selection shall be made of two or more Offeror's deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals including price, if so stated in the RFP. Negotiations shall be conducted with the Offeror's so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, the agency shall select the Offeror, which, in its opinion, has made the best bid, and shall award the contract to the Offeror. The City may cancel this Request for Proposal or reject bids at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

6. **GENERAL TERMS AND CONDITIONS:**

A. **Applicable laws and courts:** The solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth for South Carolina and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable Federal, State and local laws and regulations.

B. **Anti-discrimination:** By submitting their proposals, Offeror's certify to the City of Tega Cay that they will conform to the provisions of the South Carolina With Disabilities Act, the Americans With Disabilities Act, the Federal Civil Rights Act of 1964, as amended, as well as the South Carolina Fair Employment Act of 1975, as amended, where applicable, and the South Carolina Public Procurement Act which provides:

In every contract over \$10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - The Contractor will not discriminate against any employment or applicant for employment because of disabilities, race, religion, color, sex or national origin, or disabilities, except where religion, sex or origin is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
  - The Contractor, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - Notices, advertisements and solicitation placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. **Ethics in public contracting:** By submitting their proposals, Offeror's certify that their proposals or offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. **Immigration Reform And Control Act of 1986:** By submitting their proposals, the Offeror's certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

E. **Debarment status:** By submitting their proposals, offerors certify that they are not currently debarred the Commonwealth of South Carolina from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently debarred.

- F. Clarification of terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the issuing agency whose name appears on the face of the solicitation, no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- G. Precedence of Terms: Paragraphs A thru G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- H. Qualifications of offerors: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item (s) and the Offeror shall furnish to the City all such information and data for this purpose as may be required. The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any bid or proposal if the evidence submitted by , or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- I. Testing and inspection: The City reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- J. Assignment of contract: The contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- K. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Tega Cay, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Tega Cay may have.
- L. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with the Code of South Carolina.

The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract, it will have the following insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in South Carolina by the South Carolina State Corporation Commission.

**Insurance coverage and limits required:**

1. Worker's Compensation – insurance covering any persons engaged on behalf of the Company in the performance of the terms of this Agreement who cannot demonstrate proof of Workers Compensation insurance coverage.
2. General Liability insurance in the amount of \$20,000,000.00
3. Punitive damage coverage for liability insurance.
4. Professional liability insurance in the amount of \$20,000,000.00

