

**BIDDING DOCUMENTS**

FOR

**UNIVERSITY CITY POOLS  
OPERATIONS MANAGEMENT**



**The City of University City  
6801 Delmar Boulevard  
University City, Missouri 63130**

**DATED December 18, 2017**

***City of University City***

**PUBLIC NOTICE**

Sealed Bids for University City Pools Operations Management will be received by the Department of Community Development until 10:00 AM (Prevailing Central Time) on January 5, 2018 at 10:30 a.m. in the 4<sup>th</sup> floor of City Hall, 6801 Delmar Boulevard and will thereafter be publicly opened and read.

Bids will bear the legend "Proposal", the name of the product or service being bid and name of the bidder on the envelope. Bids to be awarded are subject to the approval of the City Council. The City reserves the right to reject any and all bids, to waive all technicalities, and to accept the bid that, in its judgment, best meets the requirements of the City of University City.

You are cautioned to review all details in the bidding documents.

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Lynda Euell-Taylor, Deputy Director of Recreation

# INSTRUCTIONS TO BIDDERS

## BID NO.

**PRODUCTS(S) OR SERVICE(S) BID: University City Pools Operations Management**

## NOTICE TO BIDDERS

Sealed bids will be received until the time listed on the Bid Form. These bids will be publicly opened at City Hall. After tabulation and review, should the City proceed with engaging services, a recommendation will be forwarded to City Council for review and award of the contract. This process is anticipated to take 30-45 days from bid opening.

## HOW TO SUBMIT A BID

All bids must be submitted in sealed envelopes, mailed or delivered to the attention of the Lynda Euell-Taylor, Deputy Director of Recreation, City of University City, 6801 Delmar Boulevard, 4<sup>th</sup> Floor, University City, MO 63130. The outside of the sealed envelope is to be plainly marked with the BID NUMBER, PRODUCTS OR SERVICES BID, AND DATE BID DUE. It will be the sole responsibility of the bidder to ensure that the proposal reaches the office of the Lynda Euell-Taylor, Deputy Director of Recreation on or before the closing hour and the date shown on the Bid Form.

## PURPOSE OF BID

The City intends to secure the services from a bidder that best meets the needs and requirements of the City of University City.

## EXAMINATION OF CONTRACT DOCUMENTS AND EXISTING CONDITIONS

Before submitting a bid, bidders should examine carefully all of the bid documents and by the submission of a bid, the bidder is understood to have read and been fully informed as to the contents of **all** bid documents.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the bid documents, or be in doubt about their meaning, said concerns should be directed to the attention of Lynda Euell-Taylor, Deputy Director of Recreation not later than five (5) calendar days prior to the date the bids are due. Lynda Euell-Taylor, Deputy Director of Recreation will review the questions and, where information sought is not already indicated or specified, will issue a clarifying "Notice to Bidders," which will become part of the bid documents. The City will not be responsible for any oral instructions.

## REJECTION OF BIDS

The City reserves the right to reject any and all bids or to accept the bid or any part thereof which is determined to best serve the needs of the City, to waive any informalities or irregularities in the bids, and to grant exceptions to the Specifications which do not materially affect the intent of the bid.

## QUANTITIES

The specified quantities or usage are estimates only, unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased. These quantities are for bidders' information only and will be

used for tabulation and presentation of bids. The City reserves the right to increase or decrease quantities, as required.

### **BIDDING ON EQUIVALENT PRODUCTS**

If and wherever in the Specifications a brand name, make, manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. The City does not wish to rule out competition and equal brands or makes; the phrase "OR APPROVED EQUAL" is added. If a product other than those specified is bid, it is the bidder's responsibility to name such a product within his bid, to prove to the City that said product is equal to that specified, and to submit brochures, samples, and/or specifications in detail on the item(s) bid. THE CITY SHALL BE THE SOLE JUDGE CONCERNING THE MERITS OF BIDS SUBMITTED.

### **PRICE VARIANCES AND TRADE DISCOUNT**

Bids on individual items must include UNIT PRICE as well as TOTAL PRICE, including base salaries (unit price) and total price (billing rate). Where a variance exists on the Bid Form between the unit price and the extension, or whenever other discrepancies are noted between prices on the Bid Form and prices quoted elsewhere in the bid package, the unit price quoted on the Bid Form shall prevail. Trade discounts and other pricing features will be taken into consideration in making the award.

### **SUBMISSIONS**

Bidders shall submit two (2) copies of the Bid Form.

- A. Unless otherwise specified, bidders MUST use the Bid Form furnished by the City. Failure to do so may cause the bid to be rejected.
- B. Proposals having any erasures or corrections MUST be initialed by the bidder in ink. Bids shall be signed in longhand, in ink, by the principal authorized to make contracts. All quotations shall be typewritten or in ink.

### **DESCRIPTIVE DATA**

Bidders MUST enclose with their Bid Form data sheets, specifications, catalogs and/or literature completely describing the equipment, product, or service to be furnished.

### **EQUAL OPPORTUNITY CLAUSE**

Bidders verify by signing the Bid Form that they are an Equal Opportunity Employer as defined by the Revised Statutes of Missouri.

### **ANTI-COLLUSION CLAUSE**

Bidders verify by signing the Bid Form that they have not divulged to, discussed with, or compared their bid with other bidders and have not colluded with other parties to this bid.

## **PROHIBITION OF GIFTS**

No premiums, rebates, or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of the product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s) (as applicable) and removal from City Vendor Lists(s).

## **ASSIGNMENT OF CONTRACT**

The successful bidder shall NOT assign, transfer, convey, sublet, or otherwise dispose of his contract with the City, or the right, title, or interest in or to same, or any part thereof, without prior written consent from Lynda Euell-Taylor, Deputy Director of Recreation.

## **SERVICE AND PARTS**

Bidders MUST be prepared to submit evidence to the City, in addition to that required in the Specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

## **GUARANTEES/WARRANTIES**

Bidders MUST indicate on the Bid Form the full guarantees and/or warranties prevailing on all equipment, parts, and labor.

## **DELIVERY AND/OR COMPLETION**

Bidders MUST indicate on the Bid Form the delivery or completion date of the product(s) or service(s). These dates may be taken into consideration in making the award.

## **BID DEPOSIT**

REQUIRED

NOT REQUIRED

If required, bidders MUST submit with their bid a BID BOND or CERTIFIED CHECK made payable to the City of University City, in the amount of five percent (5%) of the net amount of their total bid. Bonds and checks will be returned to the unsuccessful bidders after an award has been made or bids have been rejected. If the successful bidder fails to execute the necessary contracts within a reasonable period of time, the bond or check will be forfeited to the City.

## **PERFORMANCE/PAYMENT BOND**

REQUIRED

NOT REQUIRED

If required, the successful bidder MUST submit a PERFORMANCE/PAYMENT BOND or CERTIFIED CHECK in the amount of One Hundred Percent (100%) of the contract amount, or as stated in the Specifications, within ten (10) days after being notified that a contract has been awarded. Failure to do so will result in rejection of the bid and forfeiture of the bid deposit. Funds may be released or bonding requirements reduced as the contracted work progresses. Should the successful bidder choose to submit a Performance/Payment bond, in lieu of a certified check, the bidder shall also provide to the City:

- A) A certificate from the Secretary of State and the Division of Insurance, State of Missouri, which authorizes the bonding company to conduct business within the State of Missouri.
- B) Evidence that the bonding company has a current rating from Best's, or, from Standard and Poor's of at least an "A", demonstrating that the company is reasonably solvent;
- C) A certificate from the original issuing company stating that the bond is in full force and effect.

### **PURCHASE OF CONSTRUCTION MATERIALS**

Pursuant to Chapter 144.062 RSMO, as amended, contractors or subcontractors who make direct purchases of materials and or supplies with a value of one thousand dollars (\$1,000.00) or more for the purpose of constructing, repairing, or remodeling facilities to fulfill their contract with the City, are exempt from paying sales tax. The City shall furnish to the contractor an exemption certificate, issued by the State of Missouri, authorizing such purchasing. The contractor will be required to furnish the exemption certificate to all subcontractors. Any contractor purchasing materials shall present this certificate to all material suppliers as authorization to purchase, on a tax-exempt basis, on behalf of the City of University City, all tangible personal property and materials to be incorporated into or consumed in the construction of that project. Any excess personal property or materials purchased under a project exemption certificate shall either be returned to the supplier for credit or the appropriate sales or use tax shall be reported and paid by the contractor.

Suppliers shall provide the contractor with invoices bearing the name of the City and the project identification number. The purchase of any construction machinery, equipment, or tools used on the project is not exempted from taxation.

All invoices for personal property and materials purchased under a project exemption certificate are to be retained by the contractor for five years and are subject to audit by the Director of Revenue of the State of Missouri.

In order to qualify for this tax exemption, the following conditions must be adhered to:

- A) Invoices are to be billed to the City (including project identification number issued by the City) c/o the contractor. No sales tax will be billed.
- B) A copy of the Missouri Project Exemption certification issued by the City will be supplied to the contractor. The contractor shall specify a consistent job/p.o. number that will be used by the contractor for the duration of the project.
- C) A copy of the City's current tax exemption certificate issued by the State of Missouri will also be provided to the contractor.
- D) All payments to subcontractors or to material suppliers will be made by the contractor named on the Missouri Project Exemption Certificate.

It is the responsibility of the contractor to furnish copies of the completed exemption certificate(s) used by the company or any subcontractors for this project to the City of University City prior to purchasing materials for this project. All correspondence shall be sent to:

City of University City  
Department of Community Development-Recreation Division  
(Attn: Deputy Director of Recreation)  
6801 Delmar Boulevard, 4<sup>th</sup> Floor  
University City, MO 63130

### **MANUALS, INSTRUCTIONS, ETC.**

The successful bidder MUST deliver, when appropriate, two (2) copies of operating, shop, and/or parts manuals, instructions, and schematics pertaining to the equipment or product.

### **SAMPLES AND/OR DEMONSTRATIONS**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of bid opening only upon request, unless otherwise stated in the Specifications. If samples are requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made. When required, the City may request full demonstrations of any item(s) bid prior to the award of a contract. Samples, when requested, must be furnished free of any expense to the City, and if not used or destroyed in testing, will be returned, upon request, at the bidder's expense.

### **QUALITY**

All materials used for the manufacture or construction of any item(s) bid shall be new. The products bid must be new, the latest model, of the best quality, and highest grade of workmanship, unless the option to include pre-owned or demonstration equipment or materials has been specified.

### **DEFAULT PROVISION**

In the case of default by the contractor, the City reserves the right to procure the product(s) or service(s) from other sources and hold the original contractor responsible for any excess costs occasioned or incurred thereby.

### **COMPLIANCE WITH LAW**

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto, including the Federal Occupational Safety and Health Act (OSHA).

The successful bidder shall defend actions or claims brought and hold harmless the City from loss, cost, or damage by reason of actual or alleged violations of Federal, State, or local law in the design or manufacturing of equipment and/or materials.

### **ROYALTIES AND PATENTS**

The successful bidder shall pay all royalties and license fees. The bidder shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the City harmless from any and all loss and liability of any nature or kind whatsoever, including cost and expenses of defense, for or on account of any copyrighted, patented, or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract.

## **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 pool facilities, 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 Heman Park Swimming Pool and University City Natatorium].
- 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.

## **INSPECTION EXPENSES**

Should it be required that City personnel travel outside of the St. Louis metropolitan area to inspect product(s) or equipment, all such travel shall be at the expense of the bidder.

## **LIABILITY INSURANCE AND OTHER COVERAGES**

The successful bidder **MUST** carry Public Liability Insurance with limits of at least \$1,000,000 to protect the City, and said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance, and Workers' Compensation. Evidence of said coverages may be required prior to the award of the purchase contract.

## **DELIVERY PROVISIONS**

Bid price to be free on board (F.O.B.) University City, Missouri unless otherwise specified. Title to the purchased goods will not pass until the items have been received by the City.

## **WITHDRAWAL OF BIDS**

A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by Lynda Euell-Taylor, Deputy Director of Recreation prior to the specified time bids are due. Bids, amendments to bids, or requests for withdrawal of bids received by Lynda Euell-Taylor, Deputy Director of Recreation after the time specified for bid receipt will not be considered.

## **FAILURE TO QUOTE**

If a vendor chooses not to submit a bid, a letter stating the reason and a request that the firm be retained on City vendor lists should be submitted to the Lynda Euell-Taylor, Deputy Director of Recreation. Failure to respond may result in a firm's removal from City vendor lists.

## **TAX EXEMPTION**

The City of University City, Missouri is exempt from Federal Excise Tax and Missouri

Sales Tax and these taxes will not be paid by the City.

### **HOLD HARMLESS AGREEMENT**

The successful bidder shall agree to save and hold harmless and defend the City from and against any or all claims, demands, suits, and liability for death or injury to any person, or damage to or loss of property, which injury, loss, or damage is caused by or arises out of the execution of a contract or an agreement.

### **ENDORSEMENT PROHIBITION**

The successful bidder is specifically denied the right of using, in any form or medium, the name of the City for public advertising unless express permission is granted by the City Manager.

### **AWARD OF CONTRACT/REJECTION OF BIDS**

The contract award will be based on the best responsible bidder that meets the needs and requirements of the City of University City, complies with the Specifications and other bid documents, and is reasonable and in the interest of the City.

### **EMPLOYMENT OF QUALIFIED UNIVERSITY CITY RESIDENTS**

**The City encourages bidders to employ qualified University City residents.**

The City seeks to ensure that the highest quality workmanship will be performed on its projects, and to that end, encourages bidders to use workers who have satisfactorily completed apprenticeship programs developed and operated in accordance with the policy recommendation, dated January 28, 1992, of the Federal Committee on Apprenticeship, U.S. Department of Labor, Employment and Training Administration, Office of Work Based Learning, Bureau of Apprenticeship and Training (the "Policy Recommendation").

On construction projects, bidders are required to certify in their bid the percentage of workers who have satisfactorily completed an apprenticeship program, as described above, for the type of work they will perform.

### **AMERICAN MADE PRODUCTS**

It is the policy of the City to encourage the purchase of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Bidders are to indicate where their product is made, assembled, or produced.

### **PREVAILING WAGE**

**REQUIRED**  
 **NOT REQUIRED**

If required, not less than the prevailing hourly rate of wages, as specified by the Missouri Division of Labor Standards and of the United States Department of Labor, shall be paid to all workers performing work under this contract.

### **ANTICIPATED TIMELINE**

RFP Advertised - December 18, 2017

Walk-Thru – December 29, 2017

Deadlines for Questions – December 29, 2017

Bids due – January 5, 2018 by 10:30 a.m.

Interviews – January 9, 2018

Recommendation to City Council - January 22, 2018

Contract awarded - January 23, 2018

## **FURTHER INFORMATION OR CLARIFICATION**

Should prospective bidders require further information or clarification, they should contact Lynda Euell-Taylor, Deputy Director of Recreation, unless otherwise directed in the bid documents.

# **City of University City**

## **BID SPECIFICATIONS**

### **UNIVERSITY CITY POOLS OPERATIONS**

### **MANAGEMENT**

#### **1. INFORMATION TO BIDDERS REGARDING POOL MANAGEMENT OPERATION**

The bid will consist of two parts. Part I, a separate management fee, which covers total costs for pre-season opening and post-season closing procedures, insurance, administrative fees, overhead, profit, and any other incidental costs not covered in salary portion. Part II, a salary budget based on actual hours of operation and staffing levels. There is a salary addendum for recreational programming and special events.

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

- 1) Municipal pools only. Private clubs, condominiums, hotels or apartment complexes are not acceptable.
- 2) Pool water area must be equal to or greater than the 1200 square meters of water surface.
- 3) Experience represented shall include operation at a minimum of five (5) consecutive years.
- 4) 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:

- 1) Experience in operating municipal aquatic facilities.
- 2) Experience in operating with a large staff.
- 3) Ability to recruit and train pool staff.
- 4) Past performance record and evaluations by former clients.
- 5) Depth of organization and ability to respond to all anticipated needs of the facility.

The City of University City will evaluate each proposal received and schedule necessary interviews to be assured Contractor selected will meet the requirements of the contract, prior to awarding the contract. 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.

## 2. GENERAL CONDITIONS

**2.1 Exclusive Contract.** It is the desire of the City to award an exclusive Agreement to one Contractor for the right to manage and operate the University City facility. The contract is valid for the 2018 pool season only, with the option to renew annually for up to two years under the same terms and conditions. This Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or non-misfeasance by the operator. The City may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications. The City reserves the right to terminate the contract for any reason with a thirty (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 contractor to follow terms of said Agreement.

All licensing required by Ordinances of the City University City will be required of Contractor.

The Contractor will be required to meet all Health and Safety standards and regulations set forth by Ordinances of the City of University City and St. Louis County.

The Contractor shall meet all best practices in providing adequate staffing coverage Heman Park Swimming Pool and in providing adequate staffing coverage of the University City Natatorium. A minimum and optimum staff diagram is attached.

The Contractor shall meet daily cleanliness expectations of the City and basic maintenance of Heman Park Swimming Pool.

**2.2 Proposal Contents.** 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 Heman Park Swimming Pool and University City Natatorium.].
- 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.

## 3. BASIC SERVICES

**3.1 Operation and Maintenance of Heman Park Swimming Pool.** Contractor shall provide for the staffing/operation of the Heman Park Swimming Pool, located at 7210 Olive Blvd., University City, MO 63130; from May 26, 2018 – September 3, 2018, during the following hours, and presented in two Options:

**Hours of Operation – Option I:**

Monday – Thursday  
Friday  
Weekends/Holidays

6:00 a.m. – 8:00 p.m.  
Noon – 8:00 pm  
6:00 a.m. – 8:00 p.m.

**Hours of Operation – Option II:**

Lap Swim:  
Public Swim (5/26/18 – 8/14/18):

6:00 a.m. - 9:00 a.m.  
Noon – 8:00 pm

Back to School Hours (8/15/18 – 9/3/18)

Lap Swim:  
Public Swim:  
- weekdays  
- weekends/holidays

6:00 a.m. - 9:00 a.m.  
4:00 p.m. – 8:00 pm  
Noon – 8:00 p.m.

This is based on one hundred and one (103) days of operation (which includes two of the days for staffing the Annual Puppy Pool party).

**Aquatic Programs/Events**

Contractor shall provide lifeguarding services only for the following programs/events.  
The City will provide contractual instructors:

**Swim Lessons**

Days: Monday, Wednesday and Saturday  
Dates: TBD  
Time: 9:00-9:50am, 7:00pm-7:30pm, Saturday 9:00am – 9:50am only

**Water Walking (Age 18+)**

Days: Monday and Wednesday  
Dates: TBD  
Time: 11:00 am –12:00 pm

**AquaMotion (Ages 18+)**

Days: Monday and Wednesday  
Dates: TBD  
Time: 10:00am – 11:00am

**\*Aqua Zumba (Age 18+)**

Day: Tuesday and Thursday  
Dates: TBD  
Time: 6:00 - 7:00 pm

**Other Program Staffing Needs:****Summer Youth Recreation Program (summer camp)**

Days: Tuesdays and Thursdays  
Dates: TBD  
Time: 9:30am – 11:30 am

**Dive in Movie Night(s)**

Days: Fridays

Dates: TBD

Time: 8:30pm – 11:00pm

**\*Annual Puppy Pool Party**

Days: Saturday and Sunday

Dates: September 8<sup>th</sup> & 9th

Time: 11:00am – 3:00pm

**OPENING AND CLOSING RESPONSIBILITIES**

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

**Pool Preparation - Start-up**

The outdoor swimming pool preparation will be conducted by the City's Public Works and Parks maintenance staff. The Contractor will be responsible for the labor and preparation of the remaining aquatic facility area, as described below or as otherwise agreed, two weeks prior to pool opening.

- Setup, clean, sanitize and prepare for usage all moveable equipment, including tables, chairs, loungers, lifeguard chairs, etc.
- Clean, sanitize and locate all lifeguard chairs at appropriate stations.
- Thoroughly clean, sanitize and prepare bathhouse locker/restrooms, guard/pool manager offices and control desk area.
- Install all pool play equipment.
- Reinstall all umbrellas/shade structure canopy.
- Power spray deck and thoroughly clean pool area within the pool enclosure.
- Backwash both pools prior to season start up.
- Report any deficiencies immediately to City staff.
- Conduct thorough walk through with City staff prior to obtaining facility keys. Two (2) sets of keys and access entry codes will be provided and are not to be duplicated.

The work is to be coordinated with and subject to the approval of the City's Aquatics Supervisor and/or Park Maintenance staff.

**Operation of Heman Park Swimming Pool**

At a minimum, contractor will provide the following services for the actual operation of Heman Park Swimming Pool.

- Daily opening/closing of pool and facility; check and test safety of facility complex and equipment; document these tasks by checklist.
- Thorough cleaning and sanitizing of facility before and after operational hours, including: guard and manager office areas, bathhouse, restrooms, all areas within the fencing and within twenty-five (25) feet of facility. Area should be kept free of waste, garbage, and other debris.

- Daily cleaning of facilities (i.e. locker areas, restrooms, guard/manager offices, etc.) and restocking of supplies by lifeguard/other staff as part of daily rotation.
- Enforce rules and regulations stipulated by the City, including pool regulations and conduct of patrons. Make recommendations to revise or add rules and regulations for the operations of the pool.
- Maintain tests and records as required by State, St. Louis County, and City and meet all requirements for such. This will include, at a minimum: daily chemical testing, using a professional test kit with fresh reagents. Testing should be maintained every two hours beginning at 6:00 a.m. and ending at 8:00 p.m.; all logs should be maintained; weekly testing of the Saturation Index.
- Furnish operational equipment (whistles, etc.) for lifeguards.
- Furnish and supply first aid kits and first responder packs adequate to the size and operation of the Heman Park Swimming Pool. The first aid kit should carry supplies for a minimum of 100 persons and at minimum include: Adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, butterfly closure, large bandage patch. First responder pack kit should also include a pocket mask with a one way valve, and a bodily fluid exposure kit.
- Vacuum pools. Pools will be spot vacuumed daily (and as needed) for apparent dirt and debris. Each pool will be vacuumed *entirely*, a minimum of one time a week. This should occur before the public enters.
- Backwash filter system as required and record. Backwashing must occur and be completed before or after public hours.
- Collaborate with the Department of Community Development - Recreation Division in handling complaints. Develop a complaint documentation, reporting and tracking mechanism. Said information must be provided to the Aquatics Supervisor and Deputy Director of Recreation and/or Director of Community Development within 24 hours of complaint receipt.
- Complete appropriate forms for minor incidents, including a detailed description of circumstances surrounding the incident and specifics. A copy of the form shall be forwarded to the Aquatics Supervisor and Deputy Director of Recreation within 24 hours of incident. Major incidents (i.e. rescues) should be reported to the Aquatics Supervisor and Deputy Director of Recreation immediately. Appropriate documentation shall be completed for major incidents.
- Develop and maintain a record of all problems, to include at a minimum facility, staffing, and patrons. This record shall be maintained in the pool manager's office in a visible location, accessible to City staff.
- The Pool Manager or his/her designee shall meet on a weekly basis with the Aquatics Supervisor and/or Deputy Director of Recreation to discuss weekly activities, incidents, and recorded problems.
- A member or members of the Contractor's management team shall meet on a monthly basis with the City to discuss high level operational matters. At these meetings, overall operations, personnel issues, upcoming activities and other matters shall be discussed to ensure the terms of the contract and the City's needs are being met.
- Coordinate with the City on grounds maintenance schedules.

## **Pool Closing**

At the end of the swimming season, the swimming pool and facility will be winterized by Public Works/Park maintenance staff. The Contractor shall perform the following services, in coordination with City staff:

- Clean, sanitize and remove all moveable equipment, including tables, chairs, loungers, lifeguard chairs, etc.
- Clean with sanitizer, unmount and store diving board.
- Clean with sanitizer, remove and store all lifeguard chairs.
- Thoroughly clean and sanitize bathhouse locker/restrooms and guard/pool manager offices.
- Thoroughly clean entry and storage areas, discard all lost and found items.
- Remove and store all pool play equipment.
- Remove all umbrellas/shade structure canopy.
- Power spray deck and thoroughly clean pool area within the pool enclosure.
- Report all deficiencies in writing to City staff.
- Conduct thorough walk through with City staff prior to returning all facility keys.

**3.2 Operation of University City High School Natatorium.** Contractor shall provide for the operation of the University City High School Natatorium, located at 7420 Shaftesbury, University City, MO 63130; from September 4, 2018 to May 25, 2019 during the following hours, based on 210 days of operation:

Monday, Wednesday, Friday and Saturday 6:00 a.m. – 8:00 a.m.  
Tuesday and Thursday 7:00 a.m. – 9:00 a.m.

### **Operation of University City High School Natatorium**

Contractor will provide the following services for the actual operation of University City High School Natatorium.

- Enforcement of rules and regulations stipulated by the School District of University City (owner of the facility) and City of University City; advise/suggest to both additional rules and regulations for the operations of the pool.
- Furnish operational equipment (whistles, etc.) for lifeguards.
- Furnish and supply first aid kits and first responder packs adequate to the size and operation of the Heman Park Swimming Pool. The first aid kit should carry supplies for a minimum of 50 persons and at minimum include: Adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, butterfly closure, large bandage patch. First responder pack kit should also include a pocket mask with a one way valve, and a bodily fluid exposure kit.
- Collaborate with the Department of Community Development - Recreation Division in handling complaints. Develop complaint documentation, reporting and tracking mechanism. This information must be provided to the Aquatics Supervisor and Deputy Director of Recreation and/or Director of Community Development within 24 hours of complaint receipt.
- Complete appropriate forms minor incidents, including describing the circumstances surrounding the incident and specifics. A copy of the form shall be forwarded to the Aquatics Supervisor and Deputy Director of Recreation within 24 hours of occurrence. Major incidents (i.e. rescues)

should be reported to the Aquatics Supervisor and Deputy Director of Recreation immediately. Appropriate documentation shall be completed for major incidents.

- Develop and maintain a record of all problems, to include facility, staffing, patron and other. This record will be reviewed by City staff on a monthly basis. This record should be maintained in a binder by the managing staff.
- Attend monthly meetings with the Aquatics Supervisor and/or Deputy Director of Recreation to discuss operations.
- Coordinate the security of the Natatorium with the City and School District of University City staff.

### **3.3 Maintenance and Replacement of City Owned Equipment.**

Contractor shall perform minor adjustments and maintenance to the equipment at both facilities as part of this management contract, provided that the City shall pay for the costs of parts and materials upon prior approval of the City. All other repairs and replacement of equipment needed during the season to continue the operation of Heman Park Swimming Pool and University City High School Natatorium to maintain health and safety standards shall also be performed by the Contractor, at the City's discretion, at the City's expense; provided that the Contractor shall advise and receive written approval from the Aquatics Supervisor and/or Deputy Director of Recreation of the cost of major (over \$50.00) repairs 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 shrubbery, except policing for trash, waste, garbage, and other debris.

Contractor will be responsible for the care and repair of City property used for the operation of Heman Park Swimming Pool and University City Natatorium. 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 be held accountable for those losses and damages to buildings and City owned property due to theft or abuse during the hours of operation of either facility. The Contractor will try to prevent losses and damages to City owned property during hours of operation.

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

**3.4 Personnel.** The Contractor shall furnish the sufficient number of qualified personnel for the operation of a safe and sanitary Heman Park Swimming Pool and University City Natatorium.

- All lifeguards will hold a minimum qualification of a Lifeguarding certificate from American Red Cross, or a nationally recognized program, and preferably be at least 16 years of age.
- Personnel shall participate in ongoing in-service training, to be conducted on a regular basis by the Contractor.
- Said personnel will be furnished in a manner to operate the facility in the safest manner possible and in the best interest of the City.
- The Department of Community Development-Recreation Division reserves

the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times.

- The Department of Community Development-Recreation Division reserves the right to approve or disapprove all staff swim attire provided by the Contractor.
- The Contractor must require and maintain background check on all personnel assigned to both Heman Park Swimming Pool and University City Natatorium.
- All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the pools shall be considered employees of the Contractor and not of 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 Aquatics Supervisor, Deputy Director of Recreation and/or Director of Community Development 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 University City residents first priority when hiring for all positions.** The Contractor will provide the City a copy of their recruitment program. The Contractor shall provide to the City applications for distribution at the Centennial Commons Recreation Facility, 7210 Olive Blvd., University City, Missouri 63130. The Contractor shall provide to the Department of Community Development-Recreation Division a final complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses, phone numbers and email addresses of each employee. Additions to this list shall be made at the time additional personnel are hired.

### **3.5 Staffing Levels/Hours of Operation for Heman Park Swimming Pool.**

#### **Hours of Operation – Option I:**

Monday – Thursday	6:00 a.m. – 8:00 p.m.
Friday	Noon – 8:00 pm
Weekends/Holidays	6:00 a.m. – 8:00 p.m.

#### **Hours of Operation – Option II:**

Lap Swim:	6:00 a.m. - 9:00 a.m.
Public Swim (5/26/18 – 8/14/18):	Noon – 8:00 pm
Back to School Hours (8/15/18 – 9/3/18)	
Lap Swim:	6:00 a.m. - 9:00 a.m.
Public Swim:	
- weekdays	4:00 p.m. – 8:00 pm
- weekends/holidays	Noon – 8:00 p.m.

Suggested staffing levels:

1 Pool Manager\*, 1 Head Guard\* and 1 Pool Technician  
 13-15 Lifeguards at stations during the day and 11-12 Lifeguards during evening hours.

*\*Manager and/or Head Guard shall be on duty a minimum of ½ hours before and after regular hours of operation.*

Please note: this is a guideline and does not replace the Contractor responsibility of meeting all best practices in providing adequate staffing coverage of Heman Park Swimming Pool. The final staffing levels shall be determined in advance of the pool opening by the contractor and Aquatics Supervisor and/or Deputy Director of Recreation.

During all open swim hours the Pool Manager and or Head Guard must be on duty and be a mature adult at least 19 years of age.

Contractor shall provide cost to furnish staff for other activities identified in this document. The Department of Community Development-Recreation Division has the option to contract these services for additional aquatic programs or special events when the facility would otherwise be closed to the general public.

The Contractor shall have the option to close Heman Park Swimming Pool during inclement weather (below 65 degrees, heavy rain, high wind or lightning, etc.), with consent from the Aquatics Supervisor and/or Deputy Director of Recreation. If the pool is closed, the Contractor shall be prepared to reopen it when the weather permits.

The Contractor shall have the personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise.

### **3.6 Staffing Levels/Hours of Operation for University City High School Natatorium.**

#### **Hours of Facility Operation**

Monday, Wednesday, Friday and Saturday	6:00 a.m. – 8:00 a.m.
Tuesday and Thursday	7:00 a.m. – 9:00 a.m.

#### **Suggested Staffing Levels:**

1 Pool Manager and 1 Head Guard

Please note: this is a guideline and does not replace the Contractor responsibility of meeting all best practices in providing adequate staffing coverage of the University City Natatorium.

Contractor shall provide cost to furnish staff for other activities. The Department of Community Development-Recreation Division has the option to contract these services for additional aquatic programs or special events when the facility would otherwise be closed to the general public.

The Contractor shall have the 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 for the day, there will be a mutual agreement by the School District of University City, the City and the Contractor to close to the public.

**3.7 Heman Park Swimming Pool Operational Supplies/Utilities.** Contractor shall furnish all first-aid supplies as specified and at minimum include: Adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, butterfly closure, large bandage patch. First responder pack kit should also include a pocket mask with a one way valve, and a bodily fluid exposure kit for the pool operation during the season. City shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners, light bulbs, etc.) for the facility. Contractor shall make proper replacement as supplies need to be refilled, and notify the City if additional supplies need to be ordered. City shall furnish water, local telephone service, electricity, gas and pay for the same. Department of Community Development-Recreation Division shall provide sets of keys for locks and/or access codes that access the pool, bathhouse and equipment areas.

**3.8 Lifeguard Certification Reimbursement for University City Residents.** The City will reimburse the contractor for the lifeguarding certification costs for University City residents employed by the contractor under this contract. To obtain certification payment, the contractor shall provide an invoice detailing the following: name of University City resident, address, type of certification obtained and cost of certification.

**3.9 Uniforms.** The contractor shall furnish uniforms to staff per the policies set forth by the contractor. The pool manager's attire or uniform shall easily identify him/her as the manager, and be distinguished from other staff.

**3.10 Additional Service.** The Contractor agrees to provide the Department of Community Development-Recreation Division a total of three (3) events per season at Heman Park Swimming Pool in which lifeguards are provided for after hour functions at the City of University City.

3.11 The Contractor further agrees that should it fail, refuse, or neglect to provide the required staffing as specified herein, Contractor shall pay to the City as liquidated damages in the sum of five hundred dollars (\$500) per day for each and every day Contractor fails, refuses, or neglects to perform said obligation.

3.12 The City will furnish all cashier/gate personnel and food concession operations at Heman Park Swimming Pool.

#### **4. PAYMENT**

**4.1 Method of payment.** The Contractor is encouraged to submit to the Department of Community Development-Recreation Division any cost savings that would benefit both the Contractor and the City.

- A. Bidders shall submit a "not to exceed" amount for staff salaries and associated payroll taxes using the staffing requirements listed previously. City will pay actual staff salaries not to exceed the amount bid over the contract. Documented salaries shall be invoiced monthly.
- B. Bidders shall submit a detailed invoice with a breakdown of managerial,

lifeguarding hours and firm management fee which will include all overhead cost, and insurance required for the season. These fees shall be paid in twelve (12) installments during the season. The management fee for Heman Park Swimming Pool and the University City High School Natatorium shall be based upon reasonable management needs between the facilities.

#### **4.2 Renewal Option**

Upon expiration of the 2018 contract, the City shall have the option to renew the contract, one year at a time, for two additional years under the same terms and conditions of the contract.

### **5. INSURANCE**

**5.1 General.** The Contractor shall procure and maintain for the duration of the contract 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 sub-Contractors. 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, and such insurance has been approved by the City. The Contractor shall not permit any sub-Contractor or employee to commence work in relation to the Agreement until insurance equivalent of the required of the Contractor has been so obtained and approved by the City. An *original* Certificate of Insurance for the company of record must be furnished to the City and contain the following statement "*The City of University City is named as an additional insured A.T.I.M.A.*" 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 Sections 5.2 through 5.4. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner.

**5.2 Worker's Compensation Insurance.** The Contractor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the sub-Contractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the agreement is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause such sub-Contractor 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 \$1,000,000 per occurrence.

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

Public Liability: \$2,000,000 per person  
\$2,000,000 per occurrence

Property Damage: \$2,000,000 per person  
\$2,000,000 per occurrence

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

Property Damage: \$2,000,000 each accident

**5.5 Satisfactory Coverage.** The insurance which the Contractor is required to obtain and maintain pursuant to this Section 5 of the Request For Proposals 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 Bests' rating of no less than A:VII. The Contractor shall not allow any policies to be cancelled or permit the policies to lapse during the Term of the Agreement. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed unless thirty (30) days prior written notice had been received by the City and provided further that the notice must be evidenced by receipt of registered letter.

**5.6 Proof of Carriage of Insurance.** “Certificates of Insurance” shall be originals, not copies, shall contain true transcripts for the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause referred to in Section 6.6. An original “Certificate of Insurance” shall be furnished to the City, clearly specifying the City as an additional insured A.T.I.M.A. and the date of issue, prior to commencement of services by the Contractor.

## 6. THE CITY OF UNIVERSITY CITY TO BE INDEMNIFIED AND HELD HARMLESS

6.1 The Agreement shall require that the Contractor covenants and agrees to release the City from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Contractor, its employees or agents, by virtue of the Agreement between the Contractor and the City. Contractor further covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or cause of actions or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the City and the Contractor and Contractor shall defend or

pay the cost of defense for the City arising by virtue of any claim or cause of action for damages. Contractor agrees to pay any and all amounts which the City may be required to pay for damages for compensation connected with any claim arising by virtue of the Agreement between the Contractor and the City. Contractor further agrees to furnish a Certificate of Insurance to the City in the sum of one million dollars (\$1,000,000) with certificate designating the City of University City as "Additional Insured A.T.I.M.A." under its terms so as to indemnify the City from any liability. Contractor has agreed to hold the City harmless from as set forth herein.

## **7. LICENSES AND PERMITS**

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

## **8. HEALTH AND SAFETY STANDARDS**

8.1 The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of University City and St. Louis County and others.

Heman Park Swimming Pool 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 University City, the County of St. Louis, and the operation shall be in accordance with all the rules and regulations of the Health Department of the State of Missouri. The Contractor shall maintain the pool enclosure and facilities in a clean and safe condition at all times. The Health and Safety condition of the pool is an extreme priority. All complaints regarding health and safety conditions shall be investigated immediately, with a report and summary to be provided to the Aquatics Supervisor and/or Deputy Director of Community Development–Recreation Division.

The contractor will be required to participate in a complete aquatic review program as provided by the American Red Cross or a nationally recognized program. **A member of Contractor's staff shall hold a Certified Pool Operator License and/or Aquatic Facility Operator License.** The costs to participate in such programs shall be borne by the contractor.

## **9. CONTRACTOR'S BOOKS AND RECORDS**

9.1 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 reports are to be provided to the Aquatic Supervisor and/or Deputy Director of Recreation, City of University City no later than October 31, 2018 for Heman Park Swimming Pool and June 30, 2019 for the University City High School Natatorium.

## **10. OTHER REQUIREMENTS**

- 10.1 **Penalty in Event of Late Opening.** The Contractor agrees to have its staff available to open the Heman Park Swimming Pool and University City Natatorium 15 minutes before scheduled opening time. In the event the Contractor is late in opening the area, the City will assess a \$25 penalty per occurrence for such late opening. More than three unjustified late openings may result in the termination of the agreement at the City's option.
- 10.2 **Purchasing.** In order to facilitate accounting control, the Contractor shall purchase all of their required supplies in the name of the Contractor; not the City of University City.
- 10.3 **Deliveries.** All Contractor equipment and supply deliveries to the Heman Park Swimming Pool and University City Natatorium shall be agreed upon with the successful Contractor and the City. Contractor employee must be present to accept all deliveries.
- 10.4 **Parking.** All contractual staff will be required to park in public parking facilities designated by the Aquatics Supervisor..

## **11. ANTICIPATED TIMELINE**

RFP Advertised - December 18, 2017

Walk-Thru – December 29, 2017

Deadlines for Questions – December 29, 2017

Bids due – January 5, 2018 by 10:30 a.m.

Interviews – January 9, 2018

Recommendation to City Council - January 22, 2018

Contract awarded - January 23, 2018

## **BIDDER'S DECLARATION**

Signature of Bidder indicates that he/she has examined the information and conditions surrounding the pool operations management of the Heman Park Swimming Pool and University City Natatorium and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

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Signature of Bidder

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Date

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City Liaison

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Date

# **BID FORM**

**CITY OF UNIVERSITY CITY**  
6801 Delmar Boulevard, 4<sup>th</sup> Floor  
University City, MO 63130

**PRODUCTS OR SERVICES BID:**University City Pools Operations Management

**BIDS MUST BE SUBMITTED BY:**

The Legal Notice, Invitation-to-Bid, Instructions to Bidders, Specifications, and/or any other bid document form a part of this bid and are made a part hereof.

**ANTI-COLLUSION STATEMENT**

The below signed Bidder has not divulged to, discussed, or compared this bid with other bidders and has not colluded with any other parties to this bid.

**EQUAL OPPORTUNITY STATEMENT**

The below signed Bidder is an equal opportunity employer who does not discriminate on the basis of race, color, religion, national origin, sex, ancestry, age as it relates to employment, or physical disability.

**TO THE CITY OF UNIVERSITY CITY, MISSOURI**

We (I), the below signed Bidder, hereby agree to furnish the following product(s) or service(s) at the price(s) and terms stated, subject to all instructions, conditions, specifications, and attachments hereto. We (I) have read all bid documents, including the Instructions to Bidders, and fully understand what is required. By submitting this signed Bid, we (I) accept a Contract, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this Bid.

**ALL PRICES QUOTED F.O.B. UNIVERSITY CITY, MISSOURI (DELIVERED TO THE ADDRESS INDICATED IN SPECIFICATIONS AND/OR PURCHASE ORDER.**

\*Central standard time or central standard daylight-saving time, as applicable. The official time of receipt will be recorded in the office. It will be the sole responsibility of the bidder to ensure that this Bid reaches the office of Lynda Euell-Taylor, Deputy Director of Recreation on or before the closing hour and the date shown above.

**WE (I) PROPOSE TO FURNISH THE FOLLOWING TO THE CITY OF UNIVERSITY CITY, MISSOURI. (Full description and price - attach a separate sheet if required.)**

**EXCEPTIONS:** State any exceptions to the Specifications, terms, and/or conditions in the above space or reference all exceptions contained on other sheets of this Bid. Failure to do so may be cause for rejection of bid, or, if the contract is executed, material and/or services provided which do not comply with the specifications, terms and/or conditions, will not be accepted. If no statement is contained in the above space, it is assumed that this bid fully complies with all the bid documents.

Bid is firm for \_\_\_\_\_ days after bid submission date (minimum of 30 calendar days.)

**COMPLETION OR DELIVERY:** \_\_\_\_\_ calendar days after receipt of the contract.

**GUARANTEE OR WARRANTY:**

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**BID SUBMITTED BY:**

Company

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Address

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Signature \_\_\_\_\_ Title \_\_\_\_\_

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Phone No. (    ) \_\_\_\_\_

**SUBMIT BID IN DUPLICATE**

CITY OF UNIVERSITY CITY  
 BID PROPOSAL FORM --- PART I  
 "MANAGEMENT FEE"

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specification and other contract documents related to the Heman Park Swimming Pool and University City Natatorium hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, material, tools, and expendable equipment necessary to operate Heman Park Swimming Pool and University City Natatorium 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".

**Heman Park Swimming Pool**

Option I:

Due	2018	2019	2020
April 15			
May 15			
June 15			
July 15			
August 15			
September 15			
<b>Total Management Fee</b>			

Option II:

Due	2018	2019	2020
April 15			
May 15			
June 15			
July 15			
August 15			
September 15			
<b>Total Management Fee</b>			

**University City High School Natatorium**

Due	2018 – 2019	2019 – 2020	2020 – 2021
September 15			
October 15			
November 15			
December 15			
January 15			
February 15			
March 15			
April 15			
May 15			
<b>Total Management Fee</b>			

**Total Management Fee Bid**    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

Daily Cost to Operate Heman Pool (Option I - bid estimate for the 2018 season only)	\$ _____
Daily Cost to Operate Heman Pool (Option II - bid estimate for the 2018 season only)	\$ _____

Daily Cost to Operate University City High School Natatorium (bid estimate for 2018-19 season only) \$ \_\_\_\_\_

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 levied.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

BID PROPOSAL OF \_\_\_\_\_

UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

A PARTNERSHIP CONSISTING OF \* \_\_\_\_\_

AN INDIVIDUAL TRADING AS \* \_\_\_\_\_

A JOINT VENTURE CONSISTING AS \_\_\_\_\_

Insert Corporation(s), partnership or individual, as applicable

CITY OF UNIVERSITY CITY  
 BID PROPOSAL FORM --- PART II  
 "SALARY BUDGET"

A. 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 University City Pools hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, including: manager, assistant managers, lifeguards, shallow water guard certification for: top of slide, bottom of slide, and children's pool; to operate the Pools in a safe and efficient manner in strict accordance with aforementioned contract document for the sum hereafter specified.

**MAXIMUM BASE SALARY:**

Position	Proposed Number of Staff per position	2018		
		Actual Hourly Rate paid to staff	Contractor Hourly Rate billed to City	TOTAL Hourly Rate billed to City
Manager				
Assistant Manager				
Head Guard				
Lifeguard				
		<b>TOTAL</b>		

Maximum Base Salary for 2018 Season \$ \_\_\_\_\_

Position	Proposed Number of Staff per position	2019		
		Actual Hourly Rate paid to staff	Contractor Hourly Rate billed to City	TOTAL Hourly Rate billed to City
Manager				
Assistant Manager				
Head Guard				
Lifeguard				
		<b>TOTAL</b>		

Maximum Base Salary for 2019 Season \$ \_\_\_\_\_

Position	Proposed Number of Staff per position	2020		
		Actual Hourly Rate paid to staff	Contractor Hourly Rate billed to City	TOTAL Hourly Rate billed to City
Manager				
Assistant Manager				
Head Guard				
Lifeguard				
		<b>TOTAL</b>		

Maximum Base Salary for 2020 Season \$ \_\_\_\_\_

**HOUR WAGES (to include on wage for public/programming/special event pay)**

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

Position	Proposed Number of Staff per position			
		Actual Hourly Rate paid to staff	Contractor Hourly Rate billed to City	TOTAL Hourly Rate billed to City
Manager				
Assistant Manager				
Head Guard				
Lifeguard				
				<b>TOTAL</b>

**B. Certification Cost to the City for University City residents that are employed by the contractor:**

Lifeguard Certification: \$ \_\_\_\_\_

Lifeguard Re-Certification: \$ \_\_\_\_\_

Lifeguard Skills Test: \$ \_\_\_\_\_

Miscellaneous Fees \$ \_\_\_\_\_

**C. Cost to be incurred Pool Operations Management Employee:**

Uniforms Cost: Men Suits \$ \_\_\_\_\_ Women Suits \$ \_\_\_\_\_

Whistle: \$ \_\_\_\_\_ Apparel \$ \_\_\_\_\_  
(shirt, caps, visors, etc.)

Other (please indicate) \$ \_\_\_\_\_

## **SALARY ADDENDUM**

### **ADDITIONAL WAGE/SALARY INFORMATION**

Salary Ranges	Starting	Top Out	Annual Raise
Manager	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Assistant Manager	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Head Guard	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Lifeguard	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour

## **SALARIES FOR RECREATION PROGRAMS/SPECIAL EVENTS**

Contractor shall provide cost to furnish staff (guards and managers) for other activities, i.e. aquatic programs, swim lessons, swim team, swim meets, rentals, special events when the facility would otherwise be closed to the general public.

Note: Private Rentals will be negotiated on the number of staff needed depending on 1.) the number of people in attendance for the rental, and 2.) which facilities are rented.

Charges for programs beyond operating hours:	
Manager	\$ _____ per hour
Assistant Manager	\$ _____ per hour
Head Guard	\$ _____ per hour
Lifeguard	\$ _____ per hour

## BIDDER'S DECLARATION

Signature of bidder indicates that he/she has examined the information and conditions surrounding the operation of the Heman Park Swimming Pool and University City Natatorium and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Bid to ascertain that no mistake or error is contained in the Bid; and that he/she will make no claim for correction or modification after the closing time for the receipt of the Bid.

---

Signature of Bidder

Date

Bidder's Full Mailing Address:

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Bidder's Phone Number:

---

Bidder's Fax Number:

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Bidder's E-Mail Address:

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## **CERTIFICATE AS TO CORPORATION PRINCIPAL**

I, \_\_\_\_\_, certify that I am the

\_\_\_\_\_ of the corporation and that \_\_\_\_\_  
(Position Held)  
who signed the said bond on behalf of the \_\_\_\_\_  
Company Name

was then of said corporation; that I know his/her signature, and his/her signature thereto  
is genuine; and that said bond was duly signed, sealed and attested to, for and on  
behalf of said corporation by authority of this governing body.

---

Signature

(Corporate Seal)



## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

\_\_\_\_\_ being duly sworn in oath deposed and states:

I. That in connection with this procurement,

a. prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

b. prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,

c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

II. The undersigned further states:

a. he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein, and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above,

b. he is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein, but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent, does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

III. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations \_\_\_\_\_.  
(Name) indicate if corporation, partnership or sole proprietor \_\_\_\_\_ (office held in bidder organization)

(Corporate Seal)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My Commission expires: \_\_\_\_\_  
Notary Public

**STATEMENT OF BIDDERS QUALIFICATIONS**  
(To be submitted by the Bidder with bid)

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

1. Company Name: \_\_\_\_\_
2. Phone Number: \_\_\_\_\_
3. Permanent main office address: \_\_\_\_\_  
\_\_\_\_\_
4. When organized: \_\_\_\_\_
5. If a corporation, where incorporated: \_\_\_\_\_
6. Number of years in business: \_\_\_\_\_
7. If not under present firm name, list previous firm names and types of organizations.  
\_\_\_\_\_  
\_\_\_\_\_

8. Contract on hand (complete the following schedule):

Owner	Owner's Address	Contract Representative	Amount
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9. General character of work performed by your company:  
\_\_\_\_\_

10. Have you ever failed to complete any work awarded to you? If so, where and why?  
\_\_\_\_\_

11. Have you ever defaulted on a contract? If so, where and why?  
\_\_\_\_\_

12. The following are the more important projects completed in the last five (5) years.

Site	Owner	Representative	Address	Date Completed
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13. Other experience qualifying you for this project.

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14. Provide Bank references:

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15. Will you, upon request, fill out a detailed financial statement and furnish any other information which may be required by the Owner? \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Bidder \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that

he/she is \_\_\_\_\_ of \_\_\_\_\_  
(Position) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires:

STATE OF MISSOURI \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

## **AFFIDAVIT**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,

who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the President of \_\_\_\_\_ (hereinafter "Contractor"), whose business address is \_\_\_\_\_ and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and I am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and \_\_\_\_\_:

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4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

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SIGNATURE

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PRINTED NAME – AFFIANT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

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Notary Public

*PLEASE NOTE:*

Acceptable enrollment and participation documentation consists of the following 2 pages of the

E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

## AFFIDAVIT OF UNAUTHORIZED ALIEN

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being  
Name \_\_\_\_\_ Office Held \_\_\_\_\_  
duly sworn, on my oath, affirm \_\_\_\_\_ does not and will not  
Company Name \_\_\_\_\_  
knowingly employ a person who is an unauthorized alien in connection with the  
contracted services related to \_\_\_\_\_ for the duration of the contract,  
if awarded.

***In Affirmation thereof, the facts stated above are true and correct (the undersigned  
understands that false statements made in this filing are subject to the penalties  
provided under Section 575.040, RSMo).***

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Signature (person with authority)

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Printed Name

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AQUATICS SERVICES

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Date

***Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.***

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Signature of Notary

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Date

**CITY OF UNIVERSITY CITY, MISSOURI  
VENDOR/CONTRACTOR QUESTIONNAIRE**  
(please type or print neatly)

The City of University City collects demographic data on contractors and vendors in order to quantitatively measure its marketing efforts to identify and attract bids from minority and women-owned business enterprises.

The information you provide is used for statistical purposes only. It will not be used as a basis for the award of contracts or purchase orders.

1) Contractor/vendor name \_\_\_\_\_

2) Contract name or bid number \_\_\_\_\_

3) Choose the category below which best describes your business:

Abbreviations\* MBE minority-owned business enterprise, WBE woman-owned business enterprise

- MBE
- WBE
- both of the above
- none of the above

4) If a MBE or WBE please indicate below those listing services with whom you are certified.

Certifying Organization Certification Number \_\_\_\_\_

- St. Louis Minority Business Council
- State of Missouri
- Bi-State Development Agency
- City of St. Louis
- St. Louis Women's Yellow Pages
- Other(s)

5) Signature \_\_\_\_\_ Date \_\_\_\_\_

\*The business is at least 51 percent beneficially owned, operated and controlled by ethnic minorities or women who are U.S. citizens. Beneficial ownership and control shall be indicated by at least the following, where applicable to the particular form of business organization: ownership of at least 51 percent of each class of stock; unrestricted voting rights; right to receive profits and all other benefits attached to ownership.

# BID LOG-IN

## Pool Operations Management

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ COMPANY

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ By:

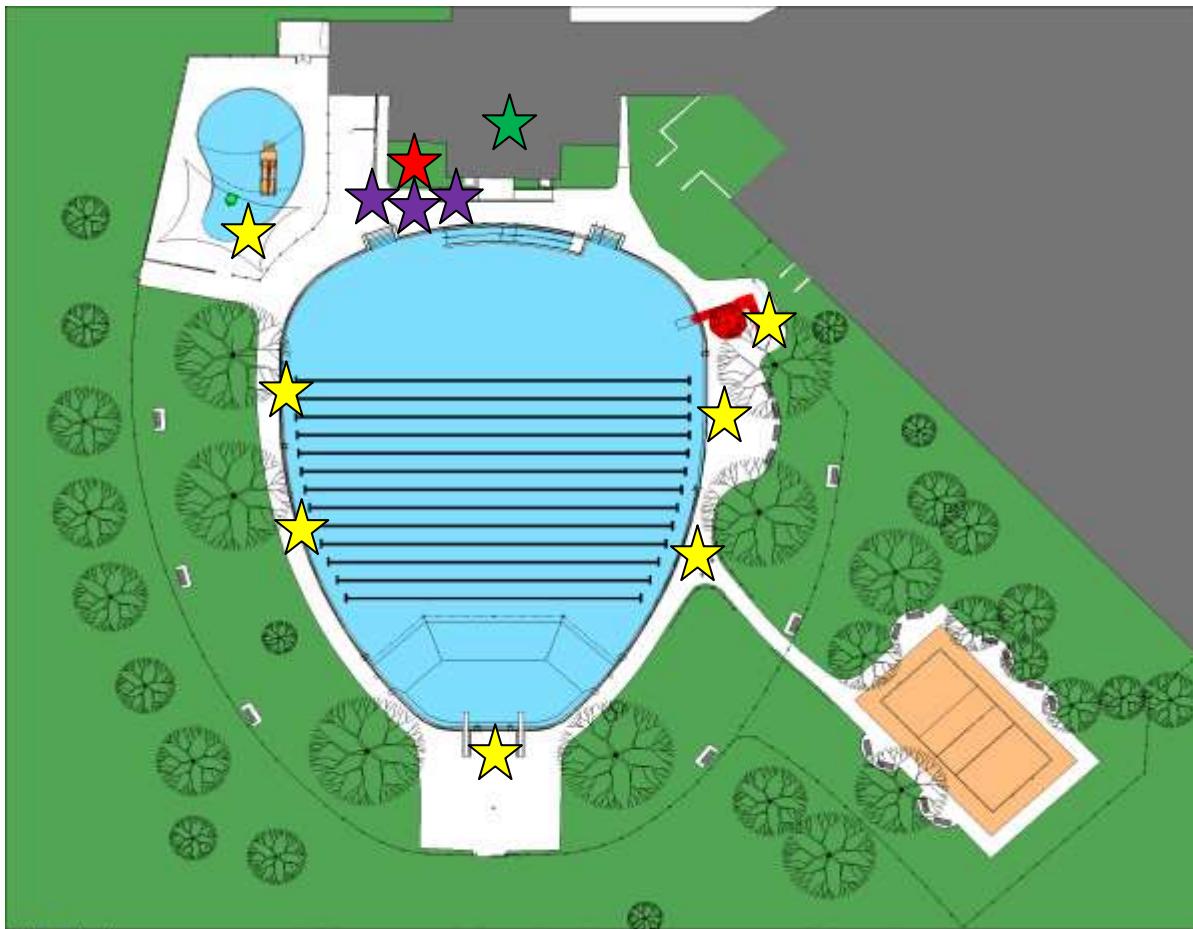
OTHERS PRESENT:

# BID LOG-OUT

## **PRODUCT/SERVICE: POOLS OPERATIONS MANAGEMENT**

**INSTRUCTIONS:** Bid due by 10:30 a.m., January 5, 2018

DATE: \_\_\_\_\_ COMPANY (include address) \_\_\_\_\_  
Contact: \_\_\_\_\_



Heman Park Swimming Pool

## Optimum Staffing All Pool Features Open

- ★ 8 Life guards on duty
- ★ 3 Life guards on break and rotation back to stand
- ★ 1 Swim test life guard and rotation back to stand
- ★ 1 Manager or head guard