

**Request for Proposals
For:**

**Aquatic Facility Lifeguard Management Services
At
The Maplewood Family Aquatic Center
7550 Lohmeyer Avenue
Maplewood, MO 63143**

February 6, 2018

**Pre-Bid Meeting, 1 p.m., Tuesday, February 13, 2018
Maplewood City Hall Council Chambers, 7601 Manchester, 63143**

Submission Deadline: 2 p.m., Thursday, March 8, 2018

**At THE HEIGHTS
8001 Dale Ave,
Richmond Heights, Missouri 63117**

**CITY OF RICHMOND HEIGHTS REQUEST FOR PROPOSAL FOR
AQUATIC FACILITY LIFEGUARD MANAGEMENT SERVICES**

1. REQUEST FOR PROPOSAL

The City of Richmond Heights (herein noted as “the City”) is inviting qualified companies (herein noted as “Contractor”) to submit proposals to provide aquatic facility lifeguard management services at the Maplewood Family Aquatic Center in accordance with the specifications contained herein. It is the desire of the City to award an exclusive contract with a Contractor for the right to manage and operate the lifeguards of the Maplewood Family Aquatic Center. The City has established special and specific qualifications for the proposals to assure quality of the provided service. This quality assurance is to protect the public health, safety, and welfare of those persons utilizing the facilities. The Contractor who manages lifeguards at the Maplewood Family Aquatic Center shall possess skills and experience to perform quality work as solely determined by the City, which qualifies it to manage lifeguards of the facility as detailed and specified.

2. BACKGROUND

The City is seeking a Contractor to manage lifeguards of the Maplewood Family Aquatic Center located at 7550 Lohmeyer Ave., Maplewood, Missouri 63143.

2.1 The outdoor complex consists of a competition pool, leisure pool, and lazy river. The Contractor will be responsible for all aquatic facility lifeguard management and staffing related services. These services will include staffing all pool managers and lifeguards. Services for the operation of the front desk and concession stand will continue to be staffed and managed by the City. The City will handle front desk operations, concession operations, facility reservations, learn-to-swim programs, water fitness programming, swim team and coordinate all user group bookings. Contractor will provide daily management support for front desk and concession services.

3. INFORMATION REGARDING CONTRACTOR SELECTION

3.1 The Proposal will consist of:

- A. A fee for management of the Maplewood Family Aquatic Center which covers insurance, administrative fees, overhead, profit and any other incidental costs not covered in the salary portion.
- B. A salary budget for the Maplewood Family Aquatic Center based on actual hours of operation and staffing levels.

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

- A. Municipal or public pools only. Private clubs, condominiums, hotels or apartment complexes are not acceptable.
- B. Pool comparable in size and amenities to Maplewood Family Aquatic Center.
- C. Municipal or public pool experience represented shall include pool management operation at a minimum of five (5) years. Detailed pool experience with the following water features; water slides, lazy rivers, zero depth entry pools, competition pools and diving boards.
- D. Facility name, contact person and title, phone number, email address, address and number of years facility was operated should be included.

3.3 Final selection will be based on:

- A. Experience in operating municipal/public aquatic facilities and experience with the aforementioned detailed water features and square footage.
- B. Experience in operating aquatic facilities with a large staff.
- C. Ability to recruit and train pool staff.
- D. Past performance record and evaluations by former clients.
- E. Depth of organization and ability to respond to all anticipated needs of the facility.
- F. Proposed cost of services.

The City will review the information submitted and select the best proposal based on such information. The

City may contact Contractors for interviews if deemed necessary.

4. INSTRUCTIONS TO CONTRACTORS

- 4.1 The Proposal. In submitting the Proposal (“Proposal”) as herein described, the Contractor represents, warrants and covenants that:
 - A. The Contractor has carefully examined specifications and all provisions contained in this Request for Proposal relating to items to be furnished or the work to be done and understands the meaning, content and requirements of and agree to the same.
 - B. The Contractor will enter into a written contract (the “Agreement”) with the City with the terms and conditions set forth herein and furnish the items and complete the work in the time specified for the prices quoted in the accepted Proposal.
 - C. Five (5) copies of the Proposal must be signed and marked “Maplewood Family Aquatic Center Lifeguard Management Proposal” and delivered to THE HEIGHTS, 8001 Dale Ave, Richmond Heights, Missouri, 63117, **no later than 2:00 p.m. on Thursday, March 8, 2018.**
 - D. Proposals will be reviewed by the City.
- 4.2 Pre-bid Site Visit. Contractors must attend a pre-bid site visit at 1 p.m. on Tuesday, February 13. The meeting will begin at the Maplewood City Hall, 7601 Manchester, 63143, followed by an on-site tour of the Maplewood Family Aquatic Center, 7550 Lohmeyer Ave, 63143. The meeting will conclude at THE HEIGHTS, 8001 Dale Ave., 63117 where an on-site tour will be provided.
- 4.3 Proposal Form. Proposals must be accompanied by a completed Proposal Form (the “Proposal Form”) and include all information required by this Request for Proposal pertaining to equipment, personnel, references, past experience and insurance. **Failure to do so could result in the disqualification of the Proposal.**
- 4.4 Bidder’s Declaration. The Contractor will not be permitted to use to its advantage, any omission or error in the Request for Proposal, the specifications, requirements, or the contract documents, and the City reserves the right to issue new instructions for such error or omission if originally specified. All Contractors submitting Proposals must submit the Bidder’s Declaration (the “Bidder’s Declaration”), which is part of the Proposal Form. The Bidder’s Declaration states that he/she has examined the information and conditions surrounding the operation of the Maplewood Family Aquatic Center contemplated by the Proposal, and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and that he/she has carefully 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 proposals.
- 4.5 Addenda to Request For Proposal. If the Contractor has any questions which arise concerning the true meaning or intent of the proposal or any other requirements stated herein, the Contractor shall request that an interpretation be made in an Addendum issued by the City which shall be made available to all Contractors submitting pursuant to this Request for Proposal. Failure to have requested an Addendum governing any such question shall not relieve the Contractor from delivery in accordance with the intent of the proposal. All questions regarding this proposal shall be directed to Nate Wilks, Parks and Recreation Superintendent in writing to THE HEIGHTS, 8001 Dale Avenue, Richmond Heights, MO 63117 or email at nwilks@richmondheights.org.
- 4.6 Proposals Valid for Three Months. No proposal may be withdrawn for a period of three (3) months following the date specified for receipt of proposals.
- 4.7 Certificate of Non-Collusion. The bidder, by offering his or her signature to this bid, agrees to the following: “Bidder certifies that this bid is made without any previous understanding, agreement or connection with any person or firm, or corporation making a bid for the same items, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal actions”.
- 4.8 Right to Reject Proposals. The City reserves the right to reject any or all Proposals, waive any informalities in the Proposal process and accept the Proposal that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City and the citizens to be served by the Agreement.

5. GENERAL CONDITIONS

5.1 Exclusive Agreement. It is the desire of the City to award an exclusive Agreement to one Contractor to operate and manage lifeguarding at the Maplewood Family Aquatic Center. The initial term is valid for 2018 with the option to renew for up to two (2) additional years under the proposed terms and conditions upon mutual written agreement. 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 Contractor. The City may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications. Either party may 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 Cities of Maplewood and Richmond Heights will be required of the Contractor. The Contractor will be required to meet all regulations set forth by Ordinances of the Cities of Maplewood and Richmond Heights and St. Louis County as well as abide by State Laws.

5.2 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 Contractor must submit as a part of its Proposal, a written statement covering the following points:

- A. Name of firm principal to be manager of the contract. Number of employees who will render services to the City. Include names and resumes' of all key management members of the Contractor's team to be involved in this project.
- B. Previous experience in operating and managing an aquatic facility. Contractors must have at least five (5) consecutive years of experience.
- C. Any other statement regarding the Contractor's ability to operate an aquatic facility that may be pertinent to the evaluation of its Proposal.

6. BASIC SERVICES

6.1 General. The Contractor shall have the responsibility to staff lifeguards at the Maplewood Family Aquatic Center, owned by the City of Maplewood, for the periods set forth in this section thereof during the Term of the Agreement. The cities of Maplewood and Richmond Heights intends to provide for all maintenance including opening, shutdown and regular ongoing maintenance. The City will continue to manage all aquatic programming, concession and front desk operations. Contractor will provide daily management support for front desk and concession operations. The City will require the Contractor to either provide staff certified by the American Red Cross or Starguard, exclusively. The City will also require that all current part-time and seasonal staff provided is certified under that same agency.

The dates of operation of the Maplewood Family Aquatic Center will include the 'Regular Season', Friday of Memorial Day weekend through the day before Maplewood Richmond Heights (MRH) school district begins the regular school year, and the 'Extended Season', the day MRH school district begins through Labor Day. The Hours of Operation for the facility are as follows:

REGULAR SEASON

Recreational Swim

5/25	Fri	Open Swim	6-8 pm	Resident/Member Night
5/26-8/12	Mon-Fri	Open Swim	12-8 pm	Regular Swim
	Sat/Sun	Open Swim	11-8 pm	

Early Morning Programming

5/29-7/12	Mon-Thur	8am-12pm
7/16-8/9	Mon-Thur	9:15am-12pm
6/4-8/10	Fri	9:15am-12pm

EXTENDED SEASON

Recreational Swim

8/13-8/31	Mon/Wed/Fri	Open Swim	4-7:30pm
	Sat/Sun	Open Swim	11am-8pm

Lap Swim

8/27-9/3	Daily	7-11am
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SPECIAL HOURS OF OPERATION

Memorial Day	Mon	5/28	Open Swim	12-6pm
Independence Day	Wed	7/4	Open Swim	12-6pm
Labor Day	Mon	9/3	Open Swim	12-6pm

- 6.2 Operation of the Aquatic Facility: Contractor will use reasonable care and diligence to provide the following services for the actual operation of the Aquatic Facility:
- A. Complete a daily documented (written) safety check of entire complex.
 - B. Check and test all safety equipment.
 - C. Clean the entire complex, including: guard and manager offices, locker rooms/restrooms, all areas within the fencing, pool parking lot and the premises within twenty-five (25) feet of the facility in a clean and orderly fashion by the proper collection of waste, garbage and all other debris. Replace needed supplies provided by City. Proposal should allow for ongoing cleaning during hours of operation to maintain reasonable conditions of the facilities.
 - D. Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pool.
 - E. Maintain tests and records as required by State, St. Louis County and cities of Maplewood and Richmond Heights and meet all requirements for such.
 - F. Maintain any additional records as reasonably required by the cities of Maplewood and Richmond Heights.
 - G. Required water quality testing and backwashing in accordance with County Health Department.
 - H. Pool vacuuming should be scheduled on a daily basis. Automatic vacuums shall be placed in the pools at the end of each day. In addition, each pool will be vacuumed entirely, a minimum of once per week, manually.
 - I. Work with the City in handling complaints users may have, reporting all complaints to the Aquatic Manager.
 - J. Conduct in-service training as per guidelines of the American Red Cross or Starguard depending upon which of these Certification Agencies is chosen.
 - K. The contractor will retain a record of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication will be kept in the manager's office for the managers and Director of Parks and Recreation or her designee to review on a daily basis.
 - L. Keep detailed records of any pullouts, rescues or injuries, describing the circumstances surrounding the incident and denoting the specific location of the incident.
 - M. Keep detailed records of pool closings for partial or full days.
- 6.3 Use of City of Maplewood and/or Richmond Heights Equipment. The Contractor shall be allowed to use the cities of Maplewood and Richmond Heights equipment currently located at the Maplewood Family Aquatic Center. The Contractor must make arrangements for use of other Contractor owned equipment items if they are to be used. Use agreements with the respective owners must be put in the name of the Contractor.
- 6.4 Maintenance of Equipment. Equipment maintenance, except minor adjustments, is performed by the cities of Maplewood and Richmond Heights, or their contractors. The cities of Maplewood and Richmond Heights, shall pay for the costs of parts and materials upon prior approval. All other repairs and replacement of equipment needed during the season to continue the operation of Maplewood Family Aquatic Center and to maintain health and safety standards shall be performed by the respective staff of the cities of Maplewood and Richmond Heights or their designee. The City of

Maplewood or their contractor 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 the cities of Maplewood and Richmond Heights property used for the operation of Maplewood Family Aquatic Center. Said equipment shall be returned to the cities of Maplewood and Richmond Heights at the end of the season in the same condition as received, with reasonable wear and tear expected. The Contractor will be held accountable for those losses and damages to buildings and City of Maplewood-owned property due to theft or abuse during hours of operation. The Contractor will try to prevent losses and damages to City of Maplewood and Richmond Heights owned property during hours of operation. Damaged or malfunctioning equipment should be reported immediately to the Aquatic Manager. If not reported, Contractor will be responsible for damages.

- 6.5 Personnel. The contractor shall furnish sufficient personnel for the operation of safe and sanitary facilities. All lifeguards will hold a minimum qualification of an advance lifeguard certificate from American Red Cross or Starguard, and be at least 15 years of age (no more than 25% of staff can be 15 years of age). One Manager or Assistant Manager must have current AFO or CPO certification. Said personnel will be furnished in a manner to operate the Aquatic Center in the safest manner possible and in the best interest of the City. All management personnel (pool manager, pool assistant manager and head guards) shall be trained and certified in operation of the Automatic External Defibrillator (AED) unit.

The City reserves the right to approve or disapprove any proposed staffing schedules. All personnel must be uniformly identified at all times. All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees of the Contractor and not of the City. The Contractor must conduct a complete background check, including, but not limited to contacting former employers and references provided by the applicants, and conducting a criminal background check and review of driving records for all personnel employed at the Maplewood Family Aquatic Center. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The City shall have the right to request replacement of any of the Contractor's employees whose conduct, character, or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within seven (7) days.

The Contractor shall hire all existing Aquatic Staff who are in good standing with the City given that they can pass all of the contractor's typical pre-employment screenings. City employees that are hired by the contractor shall, at a minimum, retain their current position title and pay rates. The scheduling of said employees shall fall under the same conditions detailed herein.

The Contractor shall give Maplewood and Richmond Heights residents and MRH School District students, current and former City employees in good standing first priority when hiring for all positions. The Contractor will provide the City a copy of their minority recruitment program. The Contractor shall provide to the City employment applications for distribution at THE HEIGHTS, Maplewood and Richmond Heights City Halls, and for posting on both cities of Maplewood and Richmond Heights websites. The Contractor shall provide to the City a complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses and phone numbers of each employee. Additions to this list shall be made at the time additional personnel are hired.

- 6.6 Staffing and Hours of Operation. The aquatic facility shall normally be staffed for all public session swimming times at the following typical levels. A manager/assistant manager shall be on duty at all

times whenever pool is open to the public. Changes to these staffing levels will be made with the approval of the Aquatic Manager:

Morning Aquatic Programming

1 Pool Manager/Asst. Manager

4 Lifeguards at stations (not including down guards)

Recreational Swim

1 Pool Manager/Asst. Manager

12 Lifeguards at stations (not including down guards)

**Manager/Assistant Manager shall be on duty a minimum of ½ hour after recreational swimming sessions.*

Contractor shall also provide hourly rate for provision of lifeguard services for pool rentals, special events, MRH school usage and other special programs scheduled outside public swim hours that are not listed in the above paragraph.

The Contractor shall have the authority to close the Maplewood Family Aquatic Center (below 70 degrees, heavy rain, high wind, thunder or lightning) and 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 address any problems that may arise. If the facility is to be closed for the day, there will be a mutual agreement by the Contractor and the Aquatic Manager to close to the public.

- 6.7 Responsibility for Contractor Costs. The cities of Maplewood and Richmond Heights shall provide all pool chemicals, first aid and janitorial supplies for the facility. Contractor shall notify City to replenish as needed to be refilled for those items under their responsibility. Contractor will inform the City of the need for janitorial and first aid supplies.
- 6.8 Responsibility for Charges to the City. The City will assume all the following costs without charge to the Contractor:
- A. Telephone (local service)
 - B. Computers
 - C. Utilities that includes electric, gas, sewer and water
 - D. Maintenance and repair of building
 - E. Trash and garbage hauling
 - F. Janitorial supplies
 - G. First Aid Supplies
 - H. Pest control
 - I. Pool Chemicals
 - J. Provide sets of keys that access Maplewood Family Aquatic Center
- 6.9 Maintenance and Care of Maplewood Family Aquatic Center. The Contractor will be responsible for the provision of its own custodial staff for the Maplewood Family Aquatic Center. All windows, equipment, floors, and counters in the work area will be kept clean and sanitary and in full compliance to the laws, rules, and regulations of the State of Missouri and St. Louis County. Contractor staff shall collect all litter and garbage from the areas and place it in closed dumpsters provided by the city of Maplewood's waste management contract. Failure to adequately clean and maintain area will be grounds to terminate the contract. The City will handle all cleaning of front desk, concessions and ancillary related areas.
- 6.10 Notification of Disrepair of Equipment or Facility. The Contractor will be responsible to inform the City of any issues or deficiencies in regard to the condition of facilities, pools, or City provided equipment. The City shall retain the responsibility to correct any issues with these items unless the cause of such issues or deficiencies is deemed to be caused through negligence of Contractor.
- 6.11 Evaluation of Service. The Contractor shall provide suggestions for the method used to evaluate customer service on a continual basis. The Director of Parks and Recreation or her designee shall evaluate the operations of the Contractor. The City reserves the right to inspect and evaluate the

operation with respect to the quality services offered and customer satisfaction.

6.12 Required Meetings. The Contractor agrees to meet on a weekly basis, on a mutually agreed upon day, with the City to review total operations, including hours of operation, activity schedules, events and all other topics pertinent to the operation. Additional meetings shall be scheduled as needed at the request of either the City or Contractor.

7. FEES

7.1 Aquatic Facilities. Contractor will provide all personnel as outlined in this proposal. The City will retain all revenue collected for memberships, daily admissions, concessions, special events and rentals.

7.2 Method of Payment. The Contractor is encouraged to submit to the City any cost savings that would benefit both the Contractor and the City.

- A. Contractor 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. Salaries shall be invoiced monthly, with all payroll records subject to review by the City at any time during the contract term.
- B. Contractors shall submit a firm management fee, which will include all overhead cost, and insurance required. The Management Fee shall be paid in one (1) down payment due upon execution of contract and monthly installments throughout the season.

8. INSURANCE

8.1 Commercial General Liability Insurance. 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 agents, representatives, employees or subcontractors. The minimum amount of insurance shall be \$3,000,000.00 per occurrence:

General Aggregate	\$3,000,000.00
Products/completed operations aggregate	\$3,000,000.00
Personal and advertising injury	\$3,000,000.00
Fire damage legal liability	\$3,000,000.00
Medical expenses	Per statute

The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section 8, and such insurance has been approved by the City. The Contractor shall not permit any employee to commence work in relation to the Agreement until insurance equivalent of that required of the Contractor has been so obtained and approved by the City. An *original* Certificate of Insurance from the company of record must be furnished to the City and provide that the cities of Maplewood and Richmond Heights are "Additional Insured" during the term of the Agreement. The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in Sections 8.1 through 8.5. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner.

8.2 Worker's Compensation Insurance. The Contractor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance in an amount equal or greater than Missouri Worker's Compensation statute requirements for all of its employees to be engaged and perform work under the Agreement.

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.

Contractor shall be in full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage as required by Missouri State statute.

- 8.3 Comprehensive Automobile Liability Insurance. The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in the amount of \$3,000,000 per occurrence, and shall supply proof of coverage to the City before commencing work in the facility.
- 8.4 Satisfactory Coverage. The insurance which the Contractor is required to obtain and maintain pursuant to this Section 8 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 canceled 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 canceled or changed unless thirty (30) days prior written notice has been received by the City and provided further that the notice must be evidenced by receipt of registered letter.
- 8.5 Proof of Insurance Coverage. "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 8.4. An original "Certificate of Insurance" shall be furnished to the City, clearly specifying the Cities of Maplewood and Richmond Heights as "Additional Insured" and the date of issue, prior to commencement of services by the Contractor.

9. THE CITIES OF MAPLEWOOD AND RICHMOND HEIGHTS TO BE INDEMNIFIED AND HELD HARMLESS
The Agreement shall require that the Contractor covenants and agrees to release the cities of Maplewood and Richmond Heights 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 cities of Maplewood and Richmond Heights. Contractor further covenants and agrees to indemnify and hold the cities of Maplewood and Richmond Heights harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the cities of Maplewood and Richmond Heights and the Contractor and Contractor shall defend or pay the cost of defense of the cities of Maplewood and Richmond Heights arising by virtue of any claim or cause of action for damages. Contractor agrees to pay any and all amounts which the cities of Maplewood and Richmond Heights may be required to pay for damages for compensation connected with any claim arising by virtue of the Agreement between the Contractor and the cities of Maplewood and Richmond Heights. Contractor further agrees to furnish a Certificate of Insurance to the cities of Maplewood and Richmond Heights in the sum of Three Million Dollars (\$3,000,000.00) with certificate designating the cities of Maplewood and Richmond Heights as "Additional Insured" under its terms so as to indemnify the cities of Maplewood and Richmond Heights from any liability.

10. 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 Cities of Maplewood and Richmond Heights) necessary for the operation of the facility provided.

11. HEALTH AND SAFETY STANDARDS

The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the Cities of Maplewood and Richmond Heights and St. Louis County.

12. CONTRACTOR'S BOOKS AND RECORDS

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, supply needs, injuries, staff dialogue of daily occurrences, maintenance information, and all necessary data to properly manage the operation. Contractor shall provide the Director of Parks and Recreation or her designee with a copy of financial report and occurrence report monthly. The

Contractor shall also provide the City with an end of season report for the Maplewood Family Aquatic Center no later than thirty (30) days after the close of the season.

13. OTHER REQUIREMENTS

13.1 Penalty in Event of Late Opening. The Contractor agrees to have its staff available to open the Maplewood Family Aquatic Center fifteen (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 late openings may result in the termination of the agreement at the City's option.

13.2 Purchasing. In order to facilitate accounting control, the Contractor shall purchase all supplies in its own name.

14. CONTRACT AND PERFORMANCE BOND

Contractor, upon being awarded the contract specified herein, may be asked to furnish Surety Bond in the amount of 5% of the total amount awarded from a bonding company authorized to do business in the State of Missouri as guarantee to perform said services in strict accordance with all conditions, specification, etc., of this bid proposal. If required, Surety Bond must be furnished within ten (10) days of notification of being the accepted contractor.

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CONTRACTOR'S DECLARATION

Signature of Contractor indicates that they have examined the information and conditions surrounding the management of lifeguards for the Maplewood Family Aquatic Center and is familiar with requirements as to equipment, supplies and labor of such undertaking; and they have prepared, examined and checked the Proposal to ensure that no mistake or error is contained in the Proposal; and that they make no claim for correction or modification after the closing time for the receipt of the proposals.

Signature of Contractor

Date

Title

Contractor's Phone Number

Contractor's Email Address

Contractor's Fax Number

Contractor's Full Mailing Address & Zip Code

**PROPOSAL FORM SALARY BUDGET
MAPLEWOOD FAMILY AQUATIC CENTER – MFAC**

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to The Maplewood Family Aquatic Center Lifeguard Management hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, including: managers, assistant managers, head lifeguards and lifeguards to operate The Maplewood Family Aquatic Center in a safe and efficient manner in strict accordance with aforementioned contract document for the sum hereafter specified.

1. Payroll and Wages

Bid Amount	2018	2019	2020
Maximum Annual Salary Expense for Year			

Hourly Wage for Regular Operations			
Manager	\$	Assistant Manager	\$
Head Lifeguard	\$	Lifeguard	\$

Hourly Wage for Hours Outside Normal Operations Wages for Rentals, Special Events, Etc.			
Manager	\$	Assistant Manager	\$
Head Lifeguard	\$	Lifeguard	\$

2. Provide a layout of the rotation for a fully staffed day. A mandatory walk-through with the Aquatic Manager is required to ensure accuracy and completeness of rotation. (Include your document with bid packet.)

3. Describe the certification for lifeguards, audit procedures utilized by company, and on-going (in-service) training process. _____

4. List any and all deviations from bid specifications. _____

BID FORM PROPOSAL

BID TIME _____

BID DATE _____

TO: THE CITY OF RICHMOND HEIGHTS

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefor, and that he has prepared his proposal upon the basis thereof, _____, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda _____ through _____, for the

Maplewood Family Aquatic Facility Lifeguard Management Services

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

(Signature)

(Print Name)

(Company Name)

(Address)

(Telephone Number)

(Seal - If bid by Corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, _____

As PRINCIPAL, and _____ as SURETY, are held and firmly bond unto the

City of Richmond Heights, Missouri, hereinafter called the "City", in the sum of

_____ Dollars, \$_____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid dated, for Maplewood Family Aquatic Facility Lifeguard Management Services.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified herein after the opening of the same and within the period specified therefore after the prescribed forms are presented to the Principal for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bond with good and sufficient surety for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid with the period specific, or the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Signed and sealed this _____ day of _____, 2018

_____(Seal)
Individual Principal

Witness Title

_____(Seal)
Corporate Principal

Witness Title

_____(Seal)
Surety

Witness Title

Accompanying this bid is a Bid Bond, (Certified Check or Cashier's Check) in the amount of

\$_____ representing approximately 5% of the bid price (combined management fees and salary expenses) for the first year of the bid, made payable without condition, to the City, and it is agreed that the bid security shall be retained as liquidated damages for the delay and extra expense caused to the City, if the undersigned fails to execute the contract and furnish the bond required by the contract documents. Taxes: the Contract amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

Dated this _____ day of _____, 2018.

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

CERTIFICATE AS TO CORPORATION PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal 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.

_____(Corporate Seal)

Title

Date

NON - COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of _____)

) ss

County of _____)

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative of agent) of _____, the Bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or partisan interest, including this affidavit, has in any way collude, conspired, connived, or agreed, directly or indirectly, with any connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person or to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, or to secure any advantage against the City or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public: _____

My Commission expires: _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(To be submitted by the Contractor with his/her proposal)

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor 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: _____ If not under present firm name, list previous firms' names
and types of organizations. _____

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

Facility & Address	Owner	Owner's Representative	Contract Amount	Was Contract Completed?

8. Scope of work performed by your company: _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. Other experience qualifying you for this contract. _____

12. Bank references: _____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

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

Date at _____ this _____ day of _____, _____.

State of _____

Name of Contractor

By: _____

Title: _____

State of)
) ss
County of)

_____, being duly sworn, deposes and says that he is
_____, of _____
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 _____, _____

Notary Public: _____ My Commission expires: _____

References

Please provide the information requested below regarding similar/like services for which you are placing a bid. All information should be based on contracts within the last five (5) years.

Contracted by: Name _____
Company _____
Address _____
Phone _____ Fax _____
Date contracted _____

Contracted by: Name _____
Company _____
Address _____
Phone _____ Fax _____
Date contracted _____

Contracted by: Name _____
Company _____
Address _____
Phone _____ Fax _____
Date contracted _____

Contracted by: Name _____
Company _____
Address _____
Phone _____ Fax _____
Date contracted _____

Contracted by: Name _____
Company _____
Address _____
Phone _____ Fax _____
Date contracted _____

Please make additional copies of this sheet if necessary.

Company History

Please provide the following information regarding your company. Failure to comply will result in forfeiture of bid.

Firm Name: _____

Phone Number: _____ Fax Number: _____

Rep: _____

Rep's Certifications: _____

Number years of experience:

Representative _____

Company _____

Servicing Midwest region _____

Other pertinent information you would like to provide: _____

CERTIFICATION OF NON-SEGREGATION

By submission of this proposal, I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause of this contract. As used in this classification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications for proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors.

Signed:

Contractor

Date

ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT

A. **DEFINITIONS.** As used in this section, the following terms shall have the following meanings:

(1) "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

(2) "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

(3) "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;

(4) "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

(5) "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

(6) "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;

(7) "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;

(8) "Municipality"

(9) "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

(10) "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);

(11) "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

B. ILLEGAL ACTS.

(1.) No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

(2.) Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection B1 of this section.

(3.) The affidavit shall be approved as to form by the municipal attorney.

(4.) An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated

verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection B1 of this section.

(5.) A general contractor or subcontractor of any tier shall not be liable under subsection B1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection B1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection B1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

(6.) The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

(7.) Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

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.

[_____], Affiant

2. I am of sound mind and capable of making this Affidavit and 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 services contracted between Contractor and the City.

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.

Contractor’s Signature

Subscribed and sworn to before me this _____ day of _____

Notary Public

My Commission Expires: _____

State of Missouri

Commissioned in _____ County

Commission # _____

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.

**ALTERNATE PROPOSAL FOR LIFEGUARD MANAGEMENT SERVICES
THE HEIGHTS AQUATIC CENTER**

THE HEIGHTS is undergoing a total renovation of the aquatic center in 2019. We would like to get a bid for lifeguard management services in the event we choose to contract out such services through the remainder of 2018.

DATES - JULY 1 - DECEMBER 31, 2018

**All activities except for Open Swim require 2 guards
Open Swim 4 guards up, with one on break**

July 1 - August 26

Open Swim

Mon/Wed	12-830 p.m.
Tue/Thu	None
Fri	12-8 p.m.
Sat	1-630 p.m.
Sun	1-530 p.m.

Lap Swim

Mon - Fri	530 a.m. - 830 a.m. 10 a.m. - 4 p.m. (subject to change based on class schedule) 6-8 p.m. (subject to class schedule)
Sat	7 a.m. - 10 a.m. 1130 a.m. - 630 p.m.
Sun	830 a.m. - 530 p.m.

Splash & Play

Mon - Fri	10 a.m. - 2 p.m.
Sun	9 a.m. - 12 noon

September 4 - December 31

Open Swim

Mon/Wed	4-830 p.m.
Tue/Thu	None
Fri	4-8 p.m.
Sat	1-630 p.m.
Sun	1-530 p.m.

Lap Swim

Mon - Fri	530 a.m. - 830 a.m. 10 a.m. - 4 p.m. (subject to change based on class schedule) 6-8 p.m. (subject to class schedule)
Sat	7 a.m. - 10 a.m. 1130 a.m. - 630 p.m.
Sun	830 a.m. - 530 p.m.

Splash & Play

Mon - Fri	10 a.m. - 2 p.m.
Sun	9 a.m. - 12 noon

**ALTERNATE BID
PROPOSAL FORM SALARY BUDGET
THE HEIGHTS AQUATIC CENTER**

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to **THE HEIGHTS AQUATIC CENTER** hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, including: managers, assistant managers, head lifeguards and lifeguards to operate **THE HEIGHTS AQUATIC CENTER** in a safe and efficient manner in strict accordance with aforementioned contract document for the sum hereafter specified.

1. Payroll and Wages

Bid Amount	2018
Maximum Salary Expense for Partial Year	

Hourly Wage for Regular Operations			
Manager	\$		Assistant Manager
			\$
Head Lifeguard	\$		Lifeguard
			\$

Hourly Wage for Hours Outside of Normal Operations			
Wages for Rentals, Special Events, Etc.			
Manager	\$		Assistant Manager
			\$
Head Lifeguard	\$		Lifeguard
			\$

2. Provide a layout of the rotation for a fully staffed day. A mandatory walk-through with the Aquatics Manager is required to ensure accuracy and completeness of rotation. (Include your document with bid packet.)

3. Describe the certification for lifeguards, audit procedures utilized by company, and on-going (in-service) training process. _____

4. List any and all deviations from bid specifications. _____
