

City of Muncie, Indiana

Parks and Recreation Department,

1800 South Grant Street

Muncie, IN 47302

Request for Proposal

The City of Muncie is currently seeking proposals for a Contractor to provide seasonal operation of the Tuhey Park swimming facility.

RFP 02152011-01

The City of Muncie, Indiana requests interested parties to submit proposals for the above referenced Request for Proposal.

Project Overview

The City of Muncie, Parks & Recreation Department operates Tuhey Park located at 500 W. North St., in the city of Muncie. The City is seeking proposals for a licensed business/group to provide seasonal day to day management in the City's Tuhey Park aquatic facility. The City is anticipating that the facility will be ready for operation by July 4, 2011. However, the City cannot guarantee that construction of improvements will be complete by that date.

Scope of Work

Tuhey Park encompasses approximately 8.5 acres. The park is open from dawn to 11:00 pm. The fenced pool areas will operate at hours set by the Park Board with input from the awarded Contractor. The north end of the park will be reserved for a parking area. The western part of the park will be open grass land that will allow for future improvements. The eastern section of the park has a pleasant circular walkway with benches. The aquatic facility takes up the rest of the property.

The City is seeking to hire an external contractor to operate the Tuhey Pool facility. The City expects each proposal to demonstrate how the Contractor's proposed service shall provide a safe quality experience, as well as to provide references demonstrating past experience with other public or private entities.

The scope of work that the City envisions the Contractor providing is summarized as follows:

A. General

1. Conduct and Professionalism

- (a) The services under this Agreement, and all duties incidental or necessary thereto, should be conducted and performed continuously, diligently and competently and in accordance with professional standards of conduct and performance; and

- (b) The Contractor and its agents and employees should at all times be properly attired and should be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public.

2. Safety

- (a) The Contractor should be responsible for the safety of all employees and equipment of the project in accordance with all applicable safety regulations; and
- (b) Incidents, altercations or accidents involving facility visitors, the Contractor, employees or City employees to be reported to the City's Representative in a timely manner but in no case more than three (3) days for minor incidents, or more than twenty-four (24) hours for major incidents.

3. Duties of Contractor

The Contractor should do and perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient operation and maintenance of Tuhey Pool to enable Tuhey Pool to operate as a recreational public swimming facility during the Term (subject only to Force Majeure which means any temporary event or cause beyond the control of the Contractor which prevents the Pool Facilities from being operated in the manner contemplated herein such as, but not limited to, acts of God or of the public enemy, fire, flood, storm, explosion, earthquake, riots, wars, hostilities, civil commotion, strikes and labour disputes). Without limiting the foregoing the Contractor's duties include the following:

- (a) Operation and maintenance of all aspects of Tuhey Park Pool and the making of all day-to-day decisions in connection therewith, subject to any restrictions provided by the City;
- (b) Assisting the City in entering into all contracts necessary or desirable for the opening, operation and maintenance and closing of Tuhey Park Pool, solely on behalf of Contractor;
- (c) Keeping of all records, statistics and accounts in respect of the opening, operation and maintenance of Tuhey Park Pool in accordance with generally accepted accounting principles, consistently applied;
- (d) Doing all things necessary to provide adequate security for the physical protection of Tuhey Park Pool;
- (e) Furnish all labor required as needed to fully open, operate, maintain and winterize the Pool Facilities;
- (f) Repair any damage and correct any potential hazard, existing at or involving any of Tuhey Park Pool;
- (g) Remove or remedy any hazardous conditions immediately;
- (h) Complete all other work related to the opening, operation, maintenance and closing of Tuhey Park Pool.

- (i) Maintaining Tuhey Park Pool in excellent repair in accordance with health and industry standards;
- (j) Maintaining all equipment and putting in place a preventative maintenance plan and service check list prior to opening for the duration of this Agreement. The Contractor will submit these plans to the City's Representative for approval;
- (k) Turning over all equipment in a clean, maintained, operable and safe manner upon termination of this Agreement. The Contractor will also provide all backup material and maintenance records for all equipment in Tuhey Park Pool;
- (l) Permitting the City to inspect Tuhey Park Pool, including but not limited to, all mechanical equipment and maintenance records as needed;
- (m) The Contractor covenants and agrees to obtain City approval prior to erecting any signs or engaging in any marketing or advertising.
- (n) The Contractor agrees to support and implement all relevant policies of the Parks and Recreation Department, provided that they do not materially reduce the compensation payable by the City to the Contractor.

4. Permits & Regulations

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

5. Work Schedule

- (a) The Contractor should provide a schedule to the City's Representative for their approval, for the use of the facility. In no case will the public scheduling vary unless authorized in writing by City's Representative; and
- (b) The Contractor shall provide a schedule which states dates, days and times each of the Pool Facilities will be required, in order to start preparation, and to what date the Pool Facilities will be required in order to properly winterize.

6. Maintenance & Equipment.

- (a) The Contractor to be responsible for all equipment related to the successful operation of each of the Pool Facilities;
- (b) The Contractor should be liable to pay the City the cost of maintenance, repair or replacement made necessary as a result of loss or damage to Tuhey Park Pool, plant, equipment, or chattels caused deliberately or recklessly by the Contractor's staff or agents; and

7. General Cleaning Procedures

The Contractor should maintain Tuhey Park Pool in a clean and sanitary condition. The City could be responsible for providing all litter/garbage pick-up on agreed upon intervals.

B. Facility Operation

1. Water Quality

- (a) The temperature and quality of water shall be maintained in accordance with generally accepted guidelines for pool water quality and conform to all federal, state and local laws.
- (f) The Contractor should maintain records of pool chemistry tests and adjustments, taken every 2 hours during operation, and to make these records available to the City upon request; and
- (g) The Contractor to implement procedures, reflective of industry standards, to deal with fouled pool water.

2. Emergency and Evacuation Procedures

- (a) The Contractor should include their procedures and action plans identifying emergency and evacuation procedures prior to the commencement of the Agreement. The City's Representative to be informed if any subsequent changes to the procedures are made;
- (b) The Contractor should provide trained and competent staff and provide a list of their training requirements;
- (c) The Contractor should advise how they will make suitable arrangements or ensure that the public are made aware of general safety precautions required at the various locations and the action they are required to take in the event of accident or other emergency and that staff are kept fully informed of all procedures in existence for ensuring the safety of themselves and the users of Tuhey Park Pool; and
- (d) The Contractor and the City will provide a list of contacts to each other for emergency situations.

3. Signage

- (a) The Contractor should include a list of recommended signage for Pool Facility schedules and emergency and operational procedures which are to be posted in a professional and semi-permanent manner and updated and upgraded by the Proponent prior to May 1st of each year of the Term.

4. Security

The Contractor should advise and recommend a security program including associated costs aimed to reduce vandalism and property damage to the facilities over the outdoor pool operating season.

5. Mechanical

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

6. Lost Property

The Contractor should advise the process and procedures to maintain a lost and found at the Tuhey Park Pool.

7. Lifeguarding

- (a) The Contractor should advise how they will provide professional lifeguarding services for Tuhey Park Pool; and
- (b) All lifeguards to maintain current certification; and
- (c) The ratio of lifeguards to participants must always be with in accordance with applicable regulations to ensure the same level of care for swimmers; and

8. Administration

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

Proposal Requirements

Qualifying proposal should include, at a minimum the following key elements:

- Program Overview that adheres to the Scope of Work provided above.
- Program Operational plan (including proposed hours, storage requirements, safety plan, marketing strategy, etc.)
- Evidence that Contractor can successfully obtain adequate insurance and agreement to name the

- City as an additional insured party as a condition of contract award
- Itemized costs for the following:
 - Proposed price schedule for entrance fees (and swim lessons, if offered)
 - Proposed Operational Plan
 - Proposed Storage Unit requirements
 - Proposed Safety Plan
 - Marketing Plan
 - Proposed Hours of Operations
 - Proposed utility access (if needed) requirements
 - Proposed monthly rental fee payable to the City for use of site during each month of operation

Proposed Timeline

The City anticipates having a service provider selected and program in place for implementation and operation from approximately June through September 2011.

Optional Walk-thru

No mandatory walk-thru will be conducted; however, all potential bidders are encouraged to contact the Park Superintendent at the Park Office if they wish to tour the site during construction or discuss the details of this RFP.

Due Date/Time

10:50 AM (local time) on Tuesday, March 15, 2011. The City of Muncie – Parks Department must receive sealed proposals no later than said date and time. Proposals received after such time will be returned unopened. Responses may be mailed or hand delivered to the City of Muncie, Parks Department, 1800 S. Grant St., Muncie IN 47302 (Heekin Park Office). All submittals in good standing will be opened at the public Parks Board meeting on March 15th.

Additional Response Requirements

1. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
2. Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. Proposals will be evaluated based upon the information submitted and the quality of the service proposed.
3. All responses shall clearly demonstrate Contractor's capability and experience with providing services of this size, nature and scope.
4. Contractor shall provide two (2) printed response copies, unbound, and not exceeding eight (8) pages (double sided) in length.

5. A list and explanation of additional equipment (if any) Contractor will be providing at the site.
6. A list of references (including contact name, telephone number, and e-mail) of at least three (3) current or recent customer arrangements of this nature and size that the City may use to contact for the purpose of accessing customer satisfaction and contractor operational success. Local area references are preferred. The City reserves the right to contact references without prior notification.
7. A statement to the effect that respondent understands and agrees to obtain all necessary licenses as a requirement for the implementation and daily management of this program.
8. A statement to the effect that the respondent understands and agrees that they shall not be an insured party under any applicable liability insurance coverage obtained by the City. The Contractor shall obtain adequate liability insurance. Contractor shall be required to provide proof of liability insurance of at least \$1 million or as reasonably agreed between the parties. Further, Contractor agrees to name the City an additional insured party and to furnish a copy of an insurance endorsement naming the City as an additional insured party to the City.
9. Proof of license to operate a pool facility in the state of Indiana, if required.

Selection & Award

All interested individuals are requested to provide a response containing all required elements herein to the City of Muncie at the stated address by the deadline given. This RFP is not a tender and does not commit the City in any way to select a particular proposal, or to proceed to negotiations for a contract, or to award any contract. By submitting a proposal and participating in the process as outlined in this RFP, persons submitting a proposal expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

Selection criteria shall be determined by giving due consideration to price, qualifications and capabilities to meet City requirements. The City reserves the right to make its selection on the basis of the proposals as submitted, or if it chooses to conduct oral interviews of highest ranking proposals, prior to final selection. Interviews will be rated on program caliber and content, cost effectiveness, previous experience and expertise.

The City intends to enter into an agreement with the Contractor who offers the most robust, community friendly and fiscally responsible program that, in the opinion of the City, meets all selection and specification criteria. Upon selection, the City and Contractor will enter into a Service Agreement which shall generally conform to the Scope of Work stated above. The selected party agrees to negotiate the preparation of that Agreement in good faith to ensure conformance to the Request for Proposal. The initial term shall cover the swim seasons of 2011 and 2012. The contract may be renewed for two additional years (swim seasons) under the existing terms and conditions by mutual agreement by the City and Contractor.

The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Contractor shall be documented by the City and submitted to the Contractor for corrective action, review and file. Continued poor performance shall be deemed a breach of these specifications and shall serve as cause for termination of the contract.

The City of Muncie reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Muncie,

and the respondents to this request have no appeal rights or procedures guaranteed to them.

Questions/Inquiries

Please direct any questions concerning this Request for Proposal, the City's requirements or its evaluation process to the agent listed below. No other City official or employee is empowered to speak for the City with respect to this acquisition. Any information obtained from any other source shall not be binding and may disqualify your proposal.

Matt Bailey
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Fax: (747-4727)
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