

**TOWN OF WEST HARTFORD, CONNECTICUT
REQUEST FOR PROPOSALS/QUALIFICATIONS
FOR
AQUATIC FACILITIES MANAGEMENT
OF
CORNERSTONE POOL**

**Release Date: November 25, 2016
RFP Submission Due Date: January 12, 2017**

BID# 6548 RFP



INFORMATION

Aquatic Facilities Management of
Cornerstone Pool
55 Buena Vista Road
West Hartford, CT
BID# 6548 RFP

ALL QUESTIONS TO

Peter Privitera
Purchasing Agent

All questions must be submitted by email to
Peter.Privitera@westhartfordct.gov
by Monday, December 19, 2016 at 4:00 PM.

1. Introduction

The Town of West Hartford (the "Town") is seeking proposals and statements of qualifications from experienced, established aquatic facilities management companies interested in entering into an agreement to manage and operate the Town owned Cornerstone Aquatics Center, located at 55 Buena Vista Road, West Hartford, CT. The facility is indoors and is operated year round.

Cornerstone Aquatics Center is a premier aquatics facility offering the finest indoor swimming and fitness activities available, all fully handicapped accessible. The center includes an 11-lane, 25-yard lap pool (360,000 gallons) with twin one-meter diving boards; a 6-lane multi-purpose pool (165,000 gallons) with an attached zero-depth ramp entry; and a large hydrotherapy pool (4,000 gallons) with swirling, 102-degree water. Cornerstone has an air-conditioned fitness room with cardiovascular and strength-training equipment, and a party/meeting room, which is available for rental. Cornerstone uses a highly advanced water treatment system (Miox), based on drinking water purification technology.

2. Issuing Office

This Request for Proposals (RFP) is being issued by the Town's Purchasing Division on behalf of the Department of Leisure Services. The issuing officer is the Director of Financial Services/Purchasing Agent.

3. Inquiries

All inquiries regarding the services requested in conjunction with this RFP must be in writing and must be addressed to:

Peter Privitera
Director of Financial Services/Purchasing Agent
Town of West Hartford
50 South Main Street
West Hartford, CT 06107-2431
Telephone: 860 561-7461
Peter.Privitera@westhartfordct.gov

The deadline for submitting questions related to this RFP is Monday, December 19, 2016 by 4:00PM local time. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

4. Incurring Cost

The Town will not be held responsible for any costs incurred by the Vendors for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

5. Rejection/Acceptance of Proposals

The Town reserves the right to refuse for any reason deemed to be in the Town's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Even if all requirements in this RFP are met, acceptance of a proposal neither commits the Town to award a contract to any Vendor, nor limits its right to further negotiate in the best interest of the Town. The Town reserves the right to contract with any Vendor for any reason.

6. Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective Vendors. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

7. Proposer Business Structure/Financial Stability

To expedite the Town's review, information provided in the proposal must include the following:

- Legal structure of entity submitting proposal; i.e. sole proprietor, partnership, corporation, etc. If a partnership or corporation, indicate the ownership, rights and roles of each member of the partnership or corporation. Proposers consisting of consortiums, joint ventures, or other partnership ventures must clearly establish that all lease negotiation responsibilities will rest solely with one individual or legal entity.
- All principals of entity submitting proposal and a contact person with contact address, phone number and e-mail.
- Business and personal references of all principals as well as for the proposing entity, if applicable.
- Related experience of principals, including number of years, type of business, positions held, special training, certifications, etc.
- Verifiable track record of success in similar or related business operations.
- Evidence of financial ability to fulfill contractual requirements.
- Any additional information that will assist the Town in evaluating the proposal.

8. Proprietary Information

The Town will not disclose any portion of the proposals except to members of the proposal evaluation committee prior to contract award. The Town retains the right to disclose the name of the successful Vendor, the financial considerations and any other information in the proposal that is pertinent to the selection of the Vendor and the awarding of the contract.

9. Independent Project Cost Determination and Gratuities

By submission of a proposal, the Vendor certifies that:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Vendor or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the Town of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer has not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to award, directly or indirectly to any other Vendor or to any competitor.

No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the Town shall benefit financially or materially from this contract.

10. Prime Vendor Responsibility:

Vendors submitting proposals in response to this RFP may not utilize the service of subcontractors without the prior written approval of the Town.

11. Ambiguity in the Request for Proposals/Qualifications (RFP):

Prior to submitting a proposal, Vendors are responsible for bringing to the Town's attention any ambiguity in this RFP. Failure to do so shall result in the Vendor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent Vendor.

In the event of any ambiguity between the Town's RFP and the Vendor's proposal, whatever shall be more favorable to the Town as determined in the sole discretion of the Town shall prevail and take precedence.

12. Ownership Information:

The Town shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the Vendor under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the Town and may not be copied or removed by any employee of the Vendor without the express written permission of the Town.

13. Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

14. Agreement

The selected Vendor will be required to agree to and sign a formal written contract with the Town as prepared by the Town's Legal Department.

15. Insurance Requirements

The selected Vendor, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, named insureds, and terms acceptable to the Town's Risk Manager. See attached insurance requirements.

16. Audits

The Facility Manager shall make available for inspection, upon reasonable prior notice, full and complete records including invoices and payments, whenever possible, of all materials brought to or sold from the premises. The Facility Manager shall retain these for a period of not less than fifteen months after incurred, paid or made.

The Town's Director of Financial Services will have the right to inspect and audit the books and records of Facility Manager at all reasonable times during business hours.

The Town, or its duly authorized agents or representatives, shall have the right to observe any transaction or transactions between the Facility Manager and the public during the operation of the Facility.

The Town or its duly authorized agents or representatives shall have the right to make any and all examinations to determine the quality and quantity of service provided by the Facility Manager.

17. Contract Term

The term of the contract will be an initial two (2) year period with the option to renew for five (5) additional two year (twenty four month) periods. Notice of intent to renew will be given to the Facility Manager in writing by the Town's Purchasing Agent, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the Town to a contract renewal. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by Town Council. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

18. Additional Contract Requirements

In the event of a total destruction of the Cornerstone Building or damage to or destruction of a portion thereof so substantial that the remainder is not economically operable for the purpose herein contemplated, by fire, windstorm, or other hazard, operation of the premises shall be suspended until the portions thereof so destroyed or damaged are rebuilt, repaired or replaced. It is understood and agreed by the parties hereto that the Town is under no obligation to rebuild, repair or replace the building in such event. However, in the event the Town elects not to rebuild, repair or replace, the Facility Manager may terminate this Agreement. In the event such damage or destruction is less substantial so that the remainder of the premises is economically operable, operation shall continue to the extent practical while restoration is under way.

The Town shall not be liable for any loss or damage suffered by the Facility Manager arising out of the interruption or cessation of this Agreement or for any loss suffered by the Facility manager in the performance of its obligations under this Agreement, resulting from any strike or other work stoppage, breakdown or failure of apparatus, equipment, machinery employed in the operation of the building, any temporary stoppage for repairing, improvement or replacement thereof, any order or act of any official or agency of local, state or federal government, or any act or condition beyond its control. However, in the event the Facility Manager is forced to suspend operations hereunder for a period of six months or longer due to a declared national emergency or declaration of war or any act of the Town, then this Agreement shall ipso facto terminate.

19. Contract Termination:

The Town shall have the right to terminate and rescind this contract in its entirety or in part, at the option of the Town, immediately upon the happening of any of the following events:

- ✓ Filing by Facility Manager of a Voluntary Petition in Bankruptcy.
- ✓ The commission by the Facility Manager of any acts which constitutes an act of bankruptcy.

- ✓ The failure of the Facility Manager to correct, within ten (10) days from the date he/she receives notice from the Town, any alleged breach or default by Facility Manager of any of the terms, covenants, and conditions hereunder.
- ✓ The falsification by Facility Manager of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
- ✓ The indictment of Facility Manager or its Executive Officers for a felony.
- ✓ Misrepresentations of products or services for sale, or unfair sales practices.
- ✓ Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age, sexual orientation, handicap or national origin.
- ✓ It is further agreed that if the Facility Manager shall become insolvent, make any assignment for the benefit of creditors or otherwise commit any act of bankruptcy, or file a voluntary Petition in Bankruptcy, or if any final judgment shall be entered against Facility Manager and remain unsatisfied for thirty (30) days, or an Involuntary Petition in Bankruptcy be filed against the Facility Manager, or make any attempt to delegate duties without the prior written consent of the Town, all commission reserved to the full term of this Agreement shall become due and collectable immediately by distraint or otherwise and the real property occupied, shall be immediately surrendered to the Town.
- ✓ The Town may choose to terminate this agreement at its sole discretion with a written notice one hundred twenty days (120) in advance of the termination date.

20. Pre-Proposal Walkthrough

A pre-proposal walkthrough of the facilities is scheduled for Monday, December 12, 2016 @ 10:00AM, local time. Attendance is mandatory. Failure to attend may result in your proposal being rejected. The purpose of the walkthrough is to discuss Town objectives relative to the facility, an examination of the facility and any questions that may arise. If necessary, written addenda will be issued if deemed necessary to the Town.

21. Proposal Submission Requirements:

Each Vendor must submit one (1) original and six (6) copies of their proposal in a sealed envelope bearing on the outside the name of the Vendor, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to Peter Privitera, Director of Financial Services/Purchasing Agent, at the address previously identified.

These proposals must be received by the Town no later than Monday, January 16, 2017 at 3:00PM, local time. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified submission.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs. Firms should submit proposals that address each of the sections specified below.

Section 1: TRANSMITTAL LETTER

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. An authorized agent of the business must sign the transmittal letter.

Section 2: ADDENDA ACKNOWLEDGEMENT

Provide acknowledgment of receipt for all addenda (if any). Addenda will be posted at the Town's Purchasing website. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 3: EXPERIENCE/QUALIFICATIONS

- a. Vendor shall describe their experience and qualifications operating a Natatorium or similar aquatic facility.
- b. Proof of Certified Pool Operator (CPO) or Aquatic Facility Operator Certification (AFO).

Section 4: UNDERSTANDING AND APPROACH

Fully describe Vendor's understanding and approach to the Contract Requirements.

Section 5: STAFFING

- a. Describe the proposed staffing and include an organization chart.
- b. Provide resumes of all staff members.
- c. Describe plan to ensure the Facility is fully staffed during operating hours.
- d. Provide proof of Drug-Free Workplace

Section 6: BUSINESS PLAN

Provide detailed description of the business plan to include, but not limited to the following:

- a. **Programs:** Provide a complete description and schedule of programs to be offered. Submit revenue projections for proposed programs.
- b. **Marketing:** Provide a marketing plan along with the sample marketing materials.
- c. **Accounting:** Provide detailed description of your accounting system and theft prevention plan. Additionally, provide name and description of POS system and administrative system for all programming that you have used in the past.
- d. **Timeline:** Provide a timeline when the vendor will be ready to begin operations, after notification of award.
- e. **Safety Plan**
- f. **Risk Management Plan**
- g. **Pro Shop:** Provide business plan for the Pro Shop.
- h. **Revenue:** Provide a business plan for revenue, including descriptions of classes, etc. that will be offered and the projected revenue to the Town.
- i. **Aquatic Review Program:** Provide information regarding the aquatic review program that will be utilized for the duration of the contract (refer to section 7.29).

Section 7: CLIENT WORK HISTORY

Provide a minimum of three (3) aquatic facilities for whom you have provided similar services within the last five years. Include any work experience with local governments, if applicable. Provide the client name, contact name, address, telephone & fax numbers and email address for each client.

Section 8: BUSINESS REQUIREMENTS

1. Facility Manager will be required to submit a signed certificate of insurance.
2. Facility Manager will be required to provide copy of a current valid business license.

Section 9: COST PROPOSAL

Provide detailed cost proposal to manage and operate the Facility. The proposal must be itemized to the extent possible, identifying all operational expenses as well as overhead and profit. Since the initial contract period is for two years, prospective vendors may submit an initial cost for year one as well as an escalator factor; i.e., CPI Index, for year two and the subsequent following extension periods. While this is a lump sum contract, it is imperative that all costs be broken down to the lowest level possible. This will allow the Town to facilitate any discussions on possible ways to lower costs.

22. SCOPE OF SERVICES

The Town is seeking proposals from qualified Aquatic Facility Management firms to provide all staffing, water maintenance, supervision and programming at the Facility; as well as, Pro-Shop management. The Town has established minimum specifications, which include special and specific firm qualifications to assure and maintain the quality of the programs provided at the facility. The pool management Facility Manager shall possess municipal swimming pool management skills and experience with swimming facilities that are similar to the Facility. They shall have the ability to perform quality work, as solely determined by the Town, which qualifies it to operate the Facility as detailed and specified. The Town's Leisure Services Department has four primary goals for the Facility:

- a) **Safety:** To ensure safety is maintained at the highest level in all areas of the Facility in accordance with current industry safety standards.
- b) **Customer Satisfaction:** To be accomplished by offering high quality programs, services and facilities provided by professional and courteous staff through the adherence to quality management practices.
- c) **Creative Programming:** To provide innovative, creative and quality programming that will attract a variety of patrons from throughout the Town, thereby increasing utilization and revenue.
- d) **Quality Asset:** It is the Town's intent to hire a management firm who will regard this facility as a quality asset in order to provide the opportunity for public swimming in the same manner and with the same high regard for public interest as if the Town managed, operated, and maintained the Facility itself.

The contract requirements, included herein, outlines this level of service. The evaluation of competing firms and individuals will put particular emphasis on determining which firm is most likely to be able to meet all four objectives listed above. Interested firms should assure that their proposals explain how, if selected, they will go about meeting these goals. In addition,

Offerors shall clearly detail how their prior experience, and that of their key personnel, has equipped them to succeed in meeting the goals.

The Facility Manager will, from the onset, be held to a very high level of performance in management, operations, marketing, and maintaining the Facility. An innovative and effective marketing program that attracts patrons, and operation that pleases the customers, are both essential.

22a. Management and Staffing Requirements:

The awarded Facility Manager will provide turnkey management of the facility, to include the following:

Management: The Facility shall be fully staffed during operation hours. Minimal staffing requirements are listed below. However, the vendor should propose any staffing configuration that will ensure sufficient staff to efficiently manage the Facility: The on-site Manager and associated staff must have, **AT A MINIMUM**, the following expertise, certification, or proven capability:

- Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification. The CPO or AFO must be in a management position. There must be at least one AFO or CPO on duty/on call at all times during operational hours.
- Experience in the planning, organizing, and running of USA Swimming sanctioned competitions.
- Five (5) years' experience in managing an aquatic facility of comparable or greater size of the Facility.
- Proficient with computers, database software, and other necessary software.
- Experience in successfully implementing an aquatic risk management system that includes, at a minimum, facility operations audits, lifeguard performance audits and vigilance awareness validation.
- Evidence of knowledge of current aquatic industry standards of care related to water chemistry and disease prevention procedures; lifeguard best practices; use of adjunct equipment (Automated External Defibrillator, etc.); Risk Management best practices; Community based programming; Competitive Swimming and Event Management.
- All management personnel (pool manager, pool assistant manager and head guards) and lifeguards shall be trained and certified in operation of the Town owned "Automatic External Defibrillator" unit. Documentation must be provided to Leisure Services management and must be kept on file of all staff for Leisure Services management to view at any time.

Staffing: The Facility Manager shall furnish an appropriate number of personnel for the operation of a safe and sanitary facility. An adequate number of personnel, as approved by the Town, will be required for overlapping zone coverage to eliminate or minimize blind spots.

- The Town reserves the right to approve or disapprove any proposed staffing schedule.
- Lifeguard Instructor (LGI) certification from American Red Cross.
- Water Safety Instructor (WSI) trainer certification from American Red Cross.
- All lifeguards will hold a minimum qualification of an advanced lifeguard certificate from American Red Cross, and preferably be at least 18 years of age. Said personnel will be furnished in a manner to operate the Facility in the safest manner possible and in the best interest of the Town.
- Pro-Shop Staff: The awarded vendor will provide pro shop staff to include sales persons, etc., at levels approved by the Leisure Services Department.
- The Facility Manager will provide staff for custodial and janitorial duties. The facility will be appropriately cleaned and maintained on a daily basis to ensure the highest level of cleanliness of the entire facility.
- All personnel employed by the Facility Manager shall be paid in accordance with appropriate state and federal laws. The Facility Manager shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- The Town shall have the right to require replacement of any of the Facility Manager's employees whose conduct, character or performance is detrimental to the best interest of the Town, and the Facility Manager agrees to make such replacement within five (5) days.
- All employees are required to have First Aid and CPR Certification.
- All employees will be expected to perform their duties in a professional, service-oriented manner.
- The Vendor shall employ only competent and orderly employees who will keep themselves neat and clean and accord courteous and competent treatment and service to all guests and patrons of the Facility.
- All staff must be neat, uniformed and easily identifiable. Vendors shall submit the proposed uniform for all staff members. All staff must wear a name tag/plate with name clearly visible.
- All personnel employed by the Facility Manager in the performance of fulfilling the contract for the operation of the Facility shall be considered employees of the Facility Manager and not of the Town.
- All Federal (OSHA) standards must be followed for both the employees and participants (citizens) with respect to blood borne pathogens and infectious diseases.

- All personnel records, which may include, resumes, background checks, drug screenings and any and all certifications, degrees, certificates, etc. will be provided to the Leisure Services Department before any employee may work on site. Additionally, a copy will be kept on file at the Facility for review.
- To the greatest practical degree, best practices will follow the Model Aquatic Health Code (MAHC) as set out by the Facility for Disease Control (CDC).
- Customer Service will be held for all staff at all levels of employment on a quarterly basis. Proof of said training will be provided to the Leisure Services Department.

22b. Services to be Provided:

Facility Manager shall perform the following services:

- Stock and supply uniforms for all staff.
- Complete a daily documented (written) safety check of the Facility.
- Check and test all safety equipment.
- Develop, implement and supervise a swim instruction program for all ages and abilities, including those with special needs per the American Red Cross guidelines. Swim program must meet criteria of Town's Leisure Services Department. Group lessons will be made available to address special interest groups, with special attention to the disabled, elderly, low income and disadvantaged community, in concert with programs offered through or endorsed by the Leisure Services Department.
- Develop, implement and supervise a water aerobics program for varied ability levels.
- Develop, implement and supervise aquatic activity programs and special events for the community and community groups.
- Manage customer service complaints or inquiries according to the Town protocol. Work with the Town in handling complaints users may have; recording all complaints and providing those complaints to the Leisure Services Department as requested.
- Determine scheduling of courses and programs offered by the Facility to maximize service, revenue and participation, and to satisfy clients.
- Provide set-up and take-down for special events, including swim meets.
- Provide on-site management staff during special events.
- Provide on-site or on-call management staff for after-hours emergency.
- Maintain equipment and supplies.

- Provide all janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners, light bulbs, etc.) for the facility.
- Maintain cleanliness of all areas of the facility, including locker rooms, rest rooms, lobby, offices, pool deck, and storage areas at all times.
- Supply and ensure adequate inventory of first aid kits adequate to the size and operation of the facility.
- Maintain and operate the filter equipment in accordance with health department requirements.
- Vacuum pools. Pool and water activity area will be vacuumed as needed. Pools and water activity area will be vacuumed before the public enters. This includes before the public enters for swimming lessons.
- Backwash the filter system as required by manufacturer.
- Clean the hair and lint strainers on all pumps and associated filtering devices. This should be done as needed or when managers and/or Town personnel notice a reduction in flow.
- Maintain the swimming pools and related mechanical systems in accordance with recommended guidelines. Facility Manager will be responsible for their routine cleaning, maintenance and water quality.
- The Facility Manager shall provide maintenance of pool and water activity area, and equipment that are a part of this Contract. At once per year, the Facility Manager will inventory and report on the general condition of Town owned equipment. Notwithstanding this or any other section, nothing shall prevent the Town from the right to inspect pool, buildings, fixtures, improvements, furnishings, machinery or equipment.
- The Facility Manager must maintain contact with the Leisure Services Department management and advise of any issues, problems, concerns, etc. that may arise. The Facility Manager must inform Leisure Services management of all new hires, fires and transfers or any other issues concerning staff.
- The Facility Manager will send the Facility Director/Manager to all Leisure Services Department staff meetings.
- The Facility Manager will send the Facility Director/Manager to all Leisure Services Advisory Board meetings, if requested.
- The Senior Management of the Facility Manager will meet with the Leisure Services management team monthly (on-site) during the first year of operations quarterly (on-site) thereafter, unless otherwise specified by the Director of Leisure Services.

- All Facility staff of Facility Manager will be expected to attend all appropriate Town training opportunities as directed by Leisure Services management. It is important that the Facility Manager uphold the same policies and procedures and follow the same rules as other Leisure Services facilities so that it will be consistent with those of other department facilities when experienced by our patrons.
- Pool logs with pool chemistry and all other pertinent facts will be kept daily. These logs will be located in a place easily viewed by Leisure Services management.
- The Facility Manager/Certified Designee is expected to be available 24/7 for emergencies that occur during nontraditional working hours.

22c. Facility Manager Responsibilities:

- The standard under which the pool will be operated can be found in the CDC's Model Aquatic Health Code (MAHC).
- The Facility Manager shall perform minor adjustments and maintenance to the equipment as part of this management contract at their expense. All repairs and replacement of equipment needed to continue the operation of the Facility and to maintain health and safety standards shall also be performed by the Facility Manager at their expense, but not to exceed \$1,000.00 per incident. Anything that exceeds \$1,000.00 must be reported to the Leisure Services Department management immediately. The Town will be responsible for the maintenance and replacement of the building, structures, utilities, and surrounding areas including shrubbery, except policing for trash, waste, garbage, and other debris while the facility is open.
- The Facility Manager shall be responsible for the care and repair of Town property used for the operation of the Facility. The Facility Manager shall be held accountable for those losses and damages to buildings and Town owned property due to theft or abuse during the hours of operation of the Facility. The Facility Manager shall take affirmative action to prevent losses and damages to Town owned property during hours of operation.
- Damaged or malfunctioning equipment shall be reported immediately to the Leisure Services Department. If not reported, Facility Manager shall be responsible for damages.
- The highest standards of safety, hospitality, courtesy and instructional excellence are required. The facility shall be managed so that the needs and desires of "open swimmers" and "swimming teams" are recognized and accommodated. The Facility Manager must recognize the Town's objective of making the facility as self-supporting as possible. Attainment of this goal requires that the Facility Manager aggressively market the Facility and assure that operations conform to the highest professional business management standards.
- It is emphasized that the Town requires the Facility Manager to assure that the physical plant, particularly the mechanical systems, be maintained to a high standard. Emphasis

must be placed on a carefully designed preventive maintenance program, which will extend system life, save “downstream costs” and assure operational reliability. To this end, the Facility Manager shall monitor the mechanical systems and provide due diligence in notifying the Town of any potential problems.

- Develop and implement operating policy and procedure. Operating policies will be consistent with public ownership and the public's interest in the pool complex. All policies and procedures shall be approved by the Leisure Services Department.
- Develop and implement emergency action plans for all possible emergencies, including procedures for heightened security alerts and hurricane preparedness.
- Develop and implement water quality and pump room maintenance plan.
- Develop and implement an in service training program as per Red Cross guidelines.
- Develop and implement an aquatic risk management system.
- Notify the Leisure Services Department of necessary repairs/maintenance concerns and assist in coordinating and contracting work. This notification must be made immediately to the Leisure Services Department so that all Town of West Hartford Purchasing Policies and Procedures will be followed.
- Develop and monitor user group schedules and lane assignments to maximize pool use and income.
- Consult with the Town’s Leisure Services Department regarding preparation of annual operating budget and capital repairs.
- Assume all risk and liability for the operation and management of the swimming pools, children’s activity area, fitness area, lobby area, locker rooms and office (excluding parking lot and areas outside swimming facility).
- Enforce all rules and regulations stipulated by the Town and suggest and advise with regard to additional rules and regulations for the operation of the pool.
- Maintain tests and records as required by the State of Connecticut, and the Town; and meet all requirements for such.
- Maintain any additional records as reasonably required by the Town.
- The Facility Manager will retain a record of all problem situations (mechanical, structural, or in regards to staffing issues), as well as any incidents and/or claims that are brought to their attention and the steps taken to rectify the problem. The Town will be provided a copy of this log to review at weekly (at a minimum) intervals. The Town will be given a copy of any background documentation and /or records related to incidents and claims information for the facility at least quarterly.
- Provide the required lifeguards, instructors, lesson coordinators, marketing, and any other employees necessary to operate the facility.

- In conjunction with the Leisure Services Department, determine rental contract conditions and requirements and assure that user groups follow all safety practices.
- Assist in maintaining the fee structure set in place by the Town Council and make recommendations concerning this fee structure.
- No physical improvements or changes to the Facility will be allowed without written authorization from the Town.
- The Facility Manager shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by applicable laws, rules and/or regulations necessary for the operation of the facility provided.
- The Facility Manager shall meet all Health and Safety Standards regulations set forth by the State Health Department and the Town. The Facility will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Facility Manager. The Facility Manager shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the Health Department of the State of Connecticut.
- The Facility Manager will also be required to participate in a Red Cross aquatic review program every five years. The costs to participate in such programs shall be borne by the Facility Manager.
- Facility Manager shall be responsible for the purchasing (at their expense) items necessary for the daily operation of the facility. These items include but are not limited to: office supplies, pool cleaning equipment, pool chemicals, filter media (when replacement is required), first aid supplies and cabinet, minor repair parts and service for pool equipment, promotional program materials, merchandise for the redistribution for the Pro Shop and all lifeguard supplies and equipment necessary to properly operate the Facility.

22d. Programs:

In addition to management of the pool, the Facility Manager must provide a program package to the residents of West Hartford. The goal is to increase both participation and revenue. Vendor will provide a schedule and full list of programs to be offered. The program must include an American Red Cross swim lesson program. Additionally, the Leisure Services Department reserves the right to schedule Special events as needed.

The following programs and times allocated to West Hartford Public High School aquatic events and lifeguard training shall be reserved and free of charge:

- a. Provide a minimum of eleven (11) lanes for two hours per day, Monday through Friday, between 3:00PM and 5:00PM for two high school teams. Between 5:00PM and 6:30PM, Monday through Friday, from on or about August 24th through November 15th, three lanes will be provided for the school's two diving teams. The girl's fall season for both high schools begins on or about August 24th and closes on or about November 16th. The boy's winter season for both high schools begins on or about December 2nd and ends on or about March 16th. The provision of pool space will be at no charge to the schools. Additional non-prime time may be made available upon notification by the Town to the Facility Manager, at no charge to the schools. During the last three weeks of each season, team size is limited to those individuals who have

- qualified for championship meets. The number of lanes available for practice will be reduced during that time as required.
- b. On days of scheduled high school home meets, the prescribed time would be 2 ½ hours which includes the diving competition, from 3:00PM to 5:30PM. A schedule of home meets will be provided to the Facility Manager upon availability.
 - c. Two evening swim meets between the hours of 7:00PM and 9:30PM shall be scheduled by the Town.
 - d. Approximately twenty (20) hours of pool time shall be provided to Town for lifeguard training by the Facility Manager in May/June of each year throughout the contract term.
2. The Town hosts summer camp events at the facility. The Facility Manager will be required to reserve time at the facility for these camps. For nine weeks each summer, the Buena Vista camp typically sends five groups of 25 campers per day for 30-45 minutes each. We estimate 4 hours of multi-purpose pool time reserved per weekday for nine weeks.

22e. Marketing:

The contracted vendor must have a marketing strategy to increase participation and revenue. Vendors must submit a marketing plan for the programs they intend to offer to the residents of West Hartford. Vendors shall submit, in their proposal package, all marketing material and the proposed marketing plan. Vendors shall also provide revenue projections for all sample programs and daily usage.

22f. Accounting:

The Town will receive all revenue generated at the Facility on a daily basis. It is expected that revenue shall be gained from, but not limited to the following:

- All entry/gate fees
- All tournament fees/rentals/etc.
- Facility rental fees
- Birthday party fees
- Lesson fees
- Pro Shop Revenue
- Program Fees
- Membership Fees

The Leisure Services Department will have a proven web-based system to account for all program registration, sales, entries, etc. The Leisure Services Department will be the owner of the system and will assess a pro rata charge for the software to the Facility Manager. The Finance Department is the Administrator of this system and will work with the contracted vendor on all accounting issues. Vendor must also show proof of experience working with a POS system for admissions and collecting revenue. All staff of the Facility must be able to be trained using the Town's software system and must report any issues, problems, etc. in writing to the Finance Department.

The Facility Manager is subject to scheduled and random audits headed by the Town of West Hartford Director of Financial Services, Town of West Hartford External Auditors, and Leisure Services management. The Finance Department shall have full and total access to all accounting systems and functions to include but not be limited to:

- Any voided transactions
- Any and all revenue and expenditures

All memberships, member list, profiles, etc.
Swim lesson and class rosters
Program rosters
Transaction records

22g. Responsibilities of the Town:

- Office space will be provided for the on-site manager, lifeguards and first aid.
- The Town Council of the Town of West Hartford, will determine rental contract conditions, requirements and fees.
- The Leisure Services Department will supervise any Town employees assigned to work at the Facility.
- The Town will furnish and pay for all utilities.
- The Town will be responsible for major repair of equipment that exceeds \$1,000.00 per incident. The Facility Manager shall immediately report any issues exceeding this cost to Leisure Services Management. The Facility Manager shall not order work done, equipment repaired or anything that falls in the realm of over \$1,000.00 per incident. The Town will follow its own purchasing policies and procedures for these occurrences.

22h. Hours of Operation:

- Assure the pool remains open seven days per week, except for major holidays and planned maintenance, for a minimum of eighty four (84) hours per week. Major holidays shall, for the purposes of this paragraph, mean Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and such additional holidays as mutually agreed between the Town and the Facility Manager.
- The Town reserves the right to extend the hours, with at least seven (7) days' notice to the Facility Manager.
- Fine tuning to maximize revenues and minimum costs must be an ongoing priority. It shall be recognized that budget decisions may reduce or extend operating hours.

**INDEMNIFICATION AND INSURANCE EXHIBIT
REQUEST FOR PROPOSAL
Aquatic Facilities Management of Cornerstone Pool
BID# 6548 RFP**

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, the Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of real and/or personal property; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, subcontractors, materialmen, or servants of the Town, the Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any subcontractor, or materialmen, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract or from the inaccuracy of any representation or warranty contained in the Contract Documents.

- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards, commissions, officers, officials, employees, agents, representatives and servants from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, subcontractors, materialmen or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This indemnity shall not be affected by other portions of the Contract relating to insurance requirement and it is intended that the allocation of responsibilities and obligations of this indemnity shall survive the completion, expiration, suspension or termination of the Contract

II. INSURANCE

A. Insurance Requirements

1. For purpose of this exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, subcontractors or sub-subcontractors and the term "Town of West Hartford, and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and servants.
2. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.

3. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
4. **All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officials, boards, commissions, officers, officials, employees, agents, representatives, and servants as an Additional Insured.** The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Any **Insured vs. Insured** language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
5. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 limit each occurrence / \$2,000,000 aggregate for premises/operations, independent contractors' protective, products/ completed operations, contractual liability, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 limit each accident for any auto, including statutory uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence, following form. Umbrella liability coverage may be included to meet minimum requirements.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Town from additional limits and coverage available to the Contractor.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: All subcontractors of the Contractor are required to comply with this Exhibit. The Contractor shall include all subcontractors as an Insured under its insurance policies or shall furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.
6. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
7. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
8. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.