



April 2, 2018

REQUEST FOR PROPOSALS

NON- EXCLUSIVE LICENSE AGREEMENT AND PROFESSIONAL SERVICES AGREEMENT FURBEE AQUATIC CENTER PROGRAM MANAGEMENT

The City of Desert Hot Springs, hereinafter referred to as the "City," is seeking proposals from qualified vendors to provide Swimming Program Management services at the Furbee Aquatic Center. To be considered for this contract, your firm and proposal must meet the qualifications and satisfy the requirements as stated in the scope of work detailed in Exhibit A of this Request for Proposals ("RFP").

Time Schedule:

The following is the City's tentative schedule for the selection of a qualified firm to provide Management of Comprehensive Swimming Programs at the Furbee Aquatic Center:

- 1) Request for Proposal Dated: April 2, 2018
- 2) RFP Question Deadline April 16, 2018
- 3) **Deadline for receiving Proposals: April 23, 2018 at 4:00 P.M.**
- 4) City review of proposals: April 24 – 26, 2018
- 5) Award Contract May 1, 2018

Submission of Proposals:

All proposals shall be submitted in PDF format to jholcomb@cityofdhs.org. Faxes and hard copies will not be accepted.

All Proposals must be received by the City no later than **4:00 PM, PST, April 23, 2018**. Any proposal may be withdrawn by offeror(s) prior to the above scheduled time for the review of proposals. Any proposal received after the time and date specified shall **NOT** be considered.

Questions:

All questions regarding this RFP must be made in written form directed to John Holcomb, Special Projects, via email at jholcomb@cityofdhs.org.

Contact with City of Desert Hot Springs personnel other than those listed above regarding this RFP may be grounds for elimination from the selection process.

All questions must be received by no later than 5:00 PM, PST, on April 16, 2018. Inquiries received after this deadline will not be accepted. **Responses to all questions will be posted to the City's website at: [http://www.cityofdhs.org/RFP's RFQ's](http://www.cityofdhs.org/RFP's_RFQ's).** Please note: it is the responsibility of interested bidders to check the questions and answers periodically and especially once the inquiry deadline has passed.

Sincerely,
John Holcomb, Special Projects

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PART I: SELECTION CRITERIA

A final Non-Exclusive License Agreement and Professional Services Agreement ("License Agreement") will be awarded to the vendor who can best meet the requirements as specified; and provide high quality, cost effective management services of swimming programs at the Furbee Aquatic Center, as determined by the City Staff/Council based on the following factors which are listed without implication of priority:

1. Information regarding the Vendor's experience and qualifications to successfully provide Swimming Program Management services at the Furbee Aquatic Center.
2. The ability and willingness of the Vendor to meet all requirements as outlined in the scope of work (see Exhibit A).
3. A company resume, a list of client references, and an outline of any experience the Vendor has had in meeting the management services required to provide comprehensive swimming programs for the needs of the City of Desert Hot Springs and adjoining sphere of influence Communities. References should include the name, address and telephone number of clients who may be contacted, along with a brief description explaining the service(s) performed.
4. The thoroughness and conformity of the proposal package with this RFP.
5. An estimate of the swimming programs schedule on the scope of work as outlined in Exhibit A and a proposed fee schedule to be charged participants. **Proposals will be evaluated based on the Scope of Work, Exhibit A, established herein. It is the responsibility of the submitter to review and understand all of the requirements.** During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms or to allow corrections of errors or omissions.
6. The proposed cost, expenses and fees to be paid by the City.

PART II: INSTRUCTIONS, CONDITIONS, and LEGAL REQUIREMENTS

1. The City of Desert Hot Springs has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).
2. The Consultant shall defend, indemnify, and hold the City of Desert Hot Springs, its officers, agents, volunteers, and employees free and harmless from any and all causes of action or claims of damages arising out of or related to the Vendor's performance under this contract.
3. The City reserves the right to negotiate terms and scope of work with the highest ranked Vendor. If an agreement cannot be negotiated the City reserves the right to negotiate with any other Vendor.

4. The selected Vendor will be required to comply with all existing State and Federal labor laws. If the Vendor out-sources any work or job to a sub-Contractor/Consultant, it will be the prime Vendor's responsibility to ensure that all sub-Contractors/Consultants meet the requirements as stated in this RFP.
5. A License Agreement will be awarded to the most qualified Vendor. Although the proposed fees are of prime consideration, they are not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: fees and costs paid by the City, fees charged to program participants, thoroughness of the proposal package and responsiveness to this RFP, previous experience and performance; conformity to scope of work in Exhibit A; financial ability to fulfill the contract; ability to meet scope of work; terms of payment; compatibility, as required; number of sub-Contractors/Consultants the main Vendor may need to employ for out-sourced work; other costs; and other objectives and accountable factors which are reasonable. The City reserves the right to select a Vendor to perform all of the work identified in the RFP, or only selected portions based on the fees and/or other factors.
6. Before execution of the contract, the selected Vendor is obligated to provide evidence of liability insurance to include: Worker's Compensation, General Liability, and Automobile Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Licensee shall be exempt from maintaining Automobile Liability Coverage, provided that no vehicles are used for transport related to use activities.
7. The successful Vendor shall be an independent contractor and nothing shall be construed to cause the Vendor to be deemed or represent itself as an agent or employee of the City.
8. Any evidence of agreement or collusion among Vendor acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Vendor void.
9. The selected Vendor agrees to maintain a City of Desert Hot Springs Business License for the duration of the contract.
10. Vendor agrees that all service by the Vendor shall be to the satisfaction of authorized City personnel. Should the Vendor default on performance of any of these requirements, the City shall have the right to terminate the agreement immediately upon written notice delivered to the Vendor by certified mail or courier. Termination of the contract will not relieve the Vendor of any liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold any deposits from the Vendor until such time as the exact amount of damages due the City from the Vendor is determined.
11. The Vendor shall submit a list of at least five (5) references that have received similar management services from the Vendor. Vendor shall provide company name, contact name and phone number for each reference.
12. The term of the contract shall commence upon execution by the City Council or authorized City representative and continue through a date to be determined. The City reserves the option to extend the contract(s) under the same terms and conditions for a maximum of one (1) additional one-year at current fee levels.
13. The contract between Vendor and the City is non-transferable. Vendor shall under no circumstances assign the agreement without written permission of the City. Vendor shall

notify the City, in writing, of any change in ownership at least thirty (30) days prior to said change.

14. The standard form of the City's License Agreement is attached hereto as Exhibit B. The selected Vendor will be required to enter into this License Agreement. By submitting a proposal, Vendor certifies to the City that he/she has reviewed the Specifications of the RFP and the terms of the agreement and has incorporated all direct and indirect costs of complying with the scope of work and the agreement into the Proposal.
15. Payment shall be accompanied by an invoice reflecting the accounting for accrued fees owed by the City. Payment shall also be accompanied by records evidencing fees charged to all program participants.
16. Prohibited Interest – No officer, elected official, or employee of the City of Desert Hot Springs shall have any financial interest, direct or indirect, in this License Agreement, the proceeds thereof, the Vendor, or Vendor's sub-Contractors/Consultants for this project, during his/her tenure or for one year thereafter. The Vendor hereby warrants and represents to the City that no officer or employee of the City of Desert Hot Springs has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Vendor or Vendor's sub-Contractors/Consultants on this project. Vendor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this License Agreement.
17. The selected Vendor must be live scanned (fingerprinted) before execution of an official agreement by the City of Desert Hot Springs Police Department at the Vendor's expense.

PART III QUALIFICATIONS

Please provide a resume of each staff member that will be working with the City directly to complete the Project. The resume should include but is not limited to the following information:

Range of experience in work related to swimming program management; number of years performing this type of program management; education; number of years with management firm; title of position with the management firm; hourly rates; and name of individual.

PART IV: GENERAL INFORMATION

1. Vendor is required to carefully and fully investigate all of the requirements of this RFP. By submitting a proposal, Vendor represents and certifies to the City that such investigation has been completed and that it fully understands the scope of work.
2. The City reserves the right to reject any and all proposals as deemed necessary.
3. The City will not reimburse Vendors for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
4. The City reserves the right to request any Vendor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

5. If an Exhibit "A" requirement cannot be met by a Vendor, then the Vendor should submit a "No Proposal" response for the items affected. Alternate or equivalent items may be submitted for consideration by the City, unless otherwise specified.
6. All submitted proposals and information included therein or attached thereto shall become public records upon contract award.
7. Vendor is requested to provide any exceptions, additional information or suggestions that will aid in the City's selection process.

Exhibit A

SCOPE OF WORK

NON- EXCLUSIVE LICENSE AGREEMENT AND PROFESSIONAL SERVICES AGREEMENT FURBEE AQUATIC CENTER PROGRAM MANAGEMENT

A. Project Description

The Licensee shall provide aquatic and swim programs for the community that include the following: Swim lessons for adults, children and infants; water exercise for teams, adults and seniors; Junior Lifeguard Corp.; Lifeguard training, Recreational Swim for children, adults and families; Pool and water safety lessons programs. The licensee shall establish and collect all fees from participants. The Vendor shall provide the City their proposed participant fee rates, hours and days of operation and schedule of activities, to be included with their response to this RFP. **The Licensee shall not charge fees above the fees allowable in the City's adopted Fee Schedule for community, recreational swimming, but may charge higher fees for specific swim or other aquatic programs.**

B. Background

The City of Desert Hot Springs desires to issue a non-exclusive license agreement to a vendor who will provide and manage comprehensive aquatic and swim programs at the Furbee Aquatic Center for the community from May 15, 2018 to September 15, 2018. The City will provide facilities and maintain in a good, usable and safe condition, including pool, restrooms, showers and perimeter fencing. The City will provide and pay for all utility and pool maintenance costs, including chemicals.