

**REQUEST FOR PROPOSAL
AQUATICS WATER MANAGEMENT SERVICES
RFP NO. 21-3695**



City of North Little Rock, Arkansas

**Date Issued March 13, 2021
Closing Date: March 29, 2021**

Aquatics Water Management Services

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INVITATION TO BID/PROPOSAL COVER SHEET

Bid Number: 21-3695

Date Issued: March 13, 2021

Date & Time Bid Opening: March 29, 2021 @ 10 a.m.

Aquatics Water Management Services

Total Bid Price: \$ _____

Plans and specifications may be obtained from:

- Commerce Department at 120 Main Street, North Little Rock, AR 72114
- www.nlr.ar.gov click on the tab "Business," select "Bids and Vendors" and then choose "Current Bids."
- Please direct all technical questions in writing to Tina Worrell at tworrell@nlr.ar.gov by March 23, 2021.
- General bid questions should be directed to the Commerce Department at 501-975-8881.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

Note: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: _____ Phone No.: _____

Arkansas Tax Permit No.: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____

Aquatics Water Management Services

SECTION 1 - Purpose, Goals and Objectives, and General Requirements

Purpose

This Request for Proposal (“RFP”) for Pool Water Management Services is issued by the City of North Little Rock, Arkansas Parks and Recreation Department (“City”). The purpose and intent of this RFP is to solicit sealed proposals to establish a contract with a qualified firm or individual to provide water management services of three (3) swimming pools (aerial photos on Appendix A). Services will include prepping the pools for inspection and opening and closing, maintaining proper chemical balances and chemicals, and winterizing the pools at the end of the season.

Copies of the RFP and all other solicitation related documents will be made available on the City’s website. Copies of the RFP, including all related documents can be obtained by visiting the City’s website at <http://www.nlr.ar.gov> go to the tab “Business”, click on “Bids and Vendors” and then click on “Current Bids”.

Proposers submitting a Response (“Response”) to this Request for Proposals (“RFP”) certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract in substantially the same form as that included in the RFP.

Goals and Objectives

- To retain a qualified firm, organization, or individual to maintain water quality at area swimming pools throughout the season, prep pools to pass inspection before season begins, ready pools for opening (including refurbishing some pool elements), winterize pools at end of season, and ensure water quality by properly maintaining chemical balances;
- To allow all qualified firms, organizations, and individuals interested in providing water management services an equal opportunity to do so.

General Information

The City maintains three (3) swimming pools at two (2) community centers.
Sherman Park (SP) Pool, 624 Beech St., North Little Rock, AR 72117
North Heights (NH) Pools, 4801 Allen St., North Little Rock, AR 72118

Pools will be open to the public from May 31, 2021 through September 6, 2021 Tuesdays through Saturdays from 12 noon until 6 p.m. with swimming lessons conducted during the mornings.

The City provides staff to perform lifeguard duties and concessions.

General Requirements

1. The Contractor will provide services at the following pools:
 - a. Sherman Park (SP) Pool, 624 Beech St., North Little Rock, AR 72117

- i. SP Pool #1 109,000 Gallons, 2019 Average Daily User Load 17
 - b. North Heights (NH) Pools, 4801 Allen St., North Little Rock, AR 72118
 - i. NH Pool #1 153,000 Gallons, 2019 Average Daily User Load 116
 - ii. NH Pool #2 2,360 Gallons, 2019 Average Daily User Load 10
- 2. The Contractor will have the pools ready for and pass inspection by state health department by May 13, 2021.
- 3. The Contractor will have the pool closed and winterized by September 30, 2021.
- 4. The Contractor will have a minimum of five (5) years commercial pool experience with commercial pools of 100,000 gallons or more.
- 5. The Contractor will be a Certified Pool Operator in Arkansas.
- 6. The Contractor shall provide all labor, materials, supervision, tools, transportation, chemicals, and equipment necessary to provide water management services as outlined here and in the Scope of Work.
- 7. The Contractor will attend a Site Visit and complete a Site Visit Report Form to be submitted when submitting the RFP. Site Visit information is included as an Appendix to the RFP.

SECTION 2 - Scope of Work

(1) Pool Opening:

Contractor's Responsibilities:

At All Pools

- Prepare for and work with local Arkansas Department of Health Environmental Specialist for yearly opening pool inspection. **MUST PASS INSPECTION BY MAY 13, 2021**
- Remove cover and store at designated location at the pool's site
- De-winterize filtration equipment and chemical feeders
- Start up and calibrate pool controller
- Achieve water balance (alkalinity / calcium hardness / pH)
- Achieve water clarity (metal out / water clarifier)
- Install ladders, handrails and slides
- Brush pool surfaces
- Assure pool reaches 2ppm chlorine & 7.1-7.5 pH for opening health inspection
- Fill pool to appropriate operating level
- Vacuum pool to desired cleanliness

At SPP #1 and NHP #1

- At both pools, wash, clean and apply protectant to exterior of slides' plastic/fiberglass fixtures
- Adjust variable drive pump as needed
- Paint Diving Boards' front pedestals' metal

At SPP #1

- Remove old acid pump and replace with similar size and function.

(2) Water Management:

Contractor's Responsibilities:

Inspect pools 3 times weekly to perform the listed responsibilities:

At All Pools

- Maintain proper water chemistry:
 - Test pH, Chlorine, Calcium, Alkalinity and Stabilizer levels.
 - Load chemical feeders and add calcium, bi-carb and others chemicals to pool as needed.
 - Program, calibrate and clean chemical automation systems as needed.
- Maintain proper record keeping for each visit
 - Record all pool water test readings
 - Record all events such as cleaning of pump baskets, backwash of filters, etc.
 - Record other events such as: recommended repairs, repairs made, etc.
- Clean pump strainer baskets each trip or as needed.
- Backwash filters systems as needed.
- Clean pool skimmer baskets each trip or as needed.
- Consult with Parks and Recreation Department Recreation Superintendent regarding pool operations and / or needed repairs / improvements. Provide yearly operation training to employees as directed.
- Maintain sufficient inventory of pool chemicals. Advise pool manager and / or others of pool chemical needs.
- Provide phone consultation, as needed, for any water clarity, water chemistry and / or mechanical issues that may arise.

City's Responsibilities:

At all pools

- Maintain proper water level
- Vacuum pool
- Proper water testing records
- Report any water quality issues and /or mechanical issues in a timely manner

(3) Pool Closing:

Contractor's Responsibilities:

At All Pools

- Remove ladders, handrails and slides
- Winterize filtration equipment and chemical feeders
- Cover pool
- Correct water balance needed to maintain proper water chemistry for winter (alkalinity / calcium hardness / pH)

At SPP #1 and NHP #1

- Adjust variable drive pump as needed

Pool closing is expected to be completed by September 30, 2021

SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original paper copy and one (1) additional copy of each proposal and submit to:

Mary Beth Bowman
Director of Commerce
City of North Little Rock
120 Main Street
North Little Rock, AR 72114
Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

No other distribution of the proposals shall be made by the Offeror. Questions related to the Water Management Services should be directed to:

North Heights Pools -- Glenda Parker (Center Director)
gparker@nlrpr.org and Rachel Allen (Facility Leader)
rallen@nlrpr.org
Sherman Park Pool – Renee Henson (Center Director)
rhenson@nlrpr.org and Christopher Bryant (Facility Leader)
cbryant@nlrpr.org
City of North Little Rock Parks and Recreation Department

All questions must be submitted in writing via email. Responses to relevant questions will be posted on the Commerce web page at <http://www.nlr.ar.gov>, click on the tab “Business”, click on “Bids and Vendors” and then click on “Current Bids”.

2. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Any costs incurred in the preparation of the RFPs are solely the responsibility of the respondents. The City of North Little Rock will

provide no reimbursements for such costs. Any cost associated with any oral representations to the City will be the responsibility of the respondent and may not be billed to the City.

- c. All Proposals must be in a sealed envelope or box and clearly marked on the outside: **“Sealed Proposal RFP 21-3695- Aquatics Water Management Services RFP”**.

Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, or individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by March 29, 2021 10:00 A.M.** Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

- d. Definitions

Contractor – The successful offeror who enters into a contract with the City to provide the services as specified in this RFP.

City – Wherever the word “City” appears, it shall be understood to mean the City of North Little Rock, Arkansas.

Offeror – Wherever the word “offeror” appears, it shall be understood to mean the firm or individual submitting the proposal in regards to the RFP.

City – Whenever the word “City” appears, it shall be understood to mean the City of North Little Rock.

- e. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- f. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- g. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also

helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- h. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- i. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas's Freedom of Information Act.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the City of North Little Rock may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror's Price Sheet, included as an Appendix to the RFP (also to include a chemical price list).
3. A copy of Offeror's valid Certified Pool Operator certificate.
4. A signed Site Visit Report Form, included as an Appendix to the RFP.
5. Experience:
 - a. Describe your company's experience in providing the services described herein. Specifically describe your experience in providing services to municipalities and with agencies in the State of Arkansas; include the size of your company.
 - b. References in providing services for:
 - Water management of commercial pools of 100,000 gallons or more
 - Refurbishing diving boards, slides, and mushroom water features

- 6. Offeror must submit with proposal a \$1,000,000 commercial liability certificate.

SECTION 4 – ACKNOWLEDGEMENT OF CONTRACT

Respondents acknowledge and understand that upon award of the winning proposal, the Respondent will be required to review and sign a contract with the City of North Little Rock prior to providing any services to the City.

SECTION 5 – TERMINATION OF CONTRACT

The City may, by written notice to the Contractor, terminate the Contract in whole or in part at any time, either for the City’s convenience or for cause. Upon receipt of notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

This Contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City’s authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney’s fee incurred in enforcing the Contract will not exceed 5 percent of said Contract price.

SECTION 6 - Evaluation and Award Criteria

1. Evaluation

Evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications as well as but not limited to the following items:

Qualifications, Experience, and Competence	25%
Cost of Services	25%
Number of years in business	20%
References	30%

2. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, a selection will

be made as the best proposal and the contract will be presented to the North Little Rock's City Council for approval. Should the Selection committee determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and presented to the City's City Council for approval.

The City reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City of North Little Rock.

SECTION 7 - Subcontracts and Compliance with Laws

1. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, with the consent of the City, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontractors must be approved in writing by the City prior to the effective date of any subcontractor.

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties.

2. Compliance with Federal, State and Local Laws

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by the law), marital status, political affiliations, handicap, sexual orientation or gender identification. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, handicap, sexual orientation or gender identification. Such action shall include, but not be limited to, the following:

1. Employment
2. Promotion
3. Demotion or transfer
4. Recruitment or recruitment advertising
5. Layoff or termination
6. Rates of pay or other forms of compensation
7. Selection of training, including apprenticeship

The Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, national origin, sex, or sexual orientation and the implementing rules and regulations prescribed by the Secretary of Labor with Title 41, Code of Federal Regulations, and Chapter 60. The Contractor and any subcontractor shall comply with Arkansas Act 954 of 1977.

The Contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Regulation Act of 1973. The Contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

SECTION 8 – STANDARD PROPOSAL INFORMATION

Authorized Signature

An individual authorized to bind the proposer to the provisions of the RFP must sign the proposal.

Conflict of Interest

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

Collusion

The Proposer certifies by responding to this RFP that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that it is in compliance with the conflict of interest law.

Public Records

Proposer understands that the proposal is a "public record", and the public shall have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Arkansas' FOIA. The Proposer, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

If any Contractor fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

I certify that I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: _____ FEIN: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Email Address of Contact: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Aerial Photos

Sherman Park Pool

Uncovered



Covered

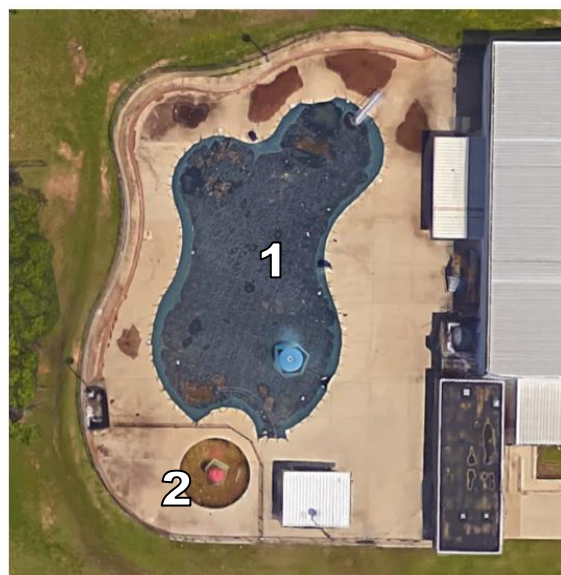


North Heights Pools

Uncovered



Covered



MANDATORY ON-SITE VISIT

All proposers are required to attend the mandatory on-site visit scheduled.

To view the facilities, contact the following individual listed below. You must attend the site visit and visit both pool sites for your bid to be considered. **Contact Jenifer Holland at 501-791-8543 to schedule your site visit.** The Site Visit Report Form (Appendix B) must be signed by, Glenda Parker or Rachel Allen at North Heights Pools and Renee Henson or Christopher Bryant at Sherman Park Pools or Tina Worrell at both pools and returned with proposal.

Site visit: March 18, 2021 at 1:30p.m.

Meet at the North Heights Community Center located at 4801 Allen St, North Little Rock, AR 72118 then report to Sherman Park Community Center located at 624 Beech St., North Little Rock, AR 72117

Mandatory Site Visit Report Form

(Must be signed by Tina Worrell, NH -- Glenda Parker or Rachel Allen and SP -- Renee Henson or Christopher Bryant and returned with proposal)

Contractor must attend a site visit at both the North Heights Pools and the Sherman Park Pool to be considered.

Person making the Site Visit for the Contractor: _____

Name of Contractor/Company: _____

Site Visit

Location	Date	Contact Person
North Heights Community Center 4801 Allen St., NLR, AR	_____	_____

Location	Date	Contact Person
Sherman Park Community Center 624 Beech St., NLR, AR	_____	_____

Price Sheet

Name of Contractor/Company: _____

(1) Pool Opening:

Cost: \$ _____ NH Pool #1
 Cost: \$ _____ NH Pool #2
 Cost: \$ _____ SP Pool #1

TOTAL: \$ _____

(2) Water Management

(4 months – May 15-31, June, July, August, September 1-7):

Monthly Cost:

Cost: \$ _____ NH Pool #1
 Cost: \$ _____ NH Pool #2
 Cost: \$ _____ SP Pool #1

TOTAL: \$ _____

(3) Pool Closing:

Cost: \$ _____ NH Pool #1
 Cost: \$ _____ NH Pool #2
 Cost: \$ _____ SP Pool #1

TOTAL: \$ _____

Total Cost Opening, Water Management, and Closing \$ _____

Additional costs:

Call outs – Hourly Rate \$ _____
 Fuel charges \$ _____
 Repairs- Hourly Rate \$ _____
 Estimated total cost for chemicals for season (provide a chemical price list)
 Cost: \$ _____ NH Pool #1
 Cost: \$ _____ NH Pool #2
 Cost: \$ _____ SP Pool #1

Total Estimated Cost for Chemicals \$ _____

List any additional items that vendor foresees using at the pools that would be additional cost to NLRPR. _____
