

Request for Sealed Proposal



CITY OF
CLARKSTON

where possibilities grow

1055 Rowland St
Clarkston, GA 30021
(404) 296-6489



ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – MILAN POOL LIFEGUARD & MANAGEMENT - 012225

The City of Clarkston is presently accepting sealed proposals from qualified people, firms, or companies for the above-mentioned solicitation.

There will be a (**mandatory**) in-person pre-proposal meeting, to include site visits, held Tuesday, January 7, 2025, promptly at 10:00 am (EST) at Milan Park Pool | 3867 Norman Rd | Clarkston, GA | 30021.

Proposals will be received no later than Wednesday, January 22, 2025, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

Proposals shall be submitted through Bidnet Direct's Georgia Purchasing Group.

Timeline

(Mandatory) Pre-Proposal Meeting	Jan. 7, 2025	10:00 am (EST)
Question, Answer and Clarification Deadline (Submit using BidNet Question & Answers portal - ONLY)	Jan. 14, 2025	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Jan. 17, 2025	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Jan. 22, 2025	9:45 am (EST)

The City of Clarkston encourages all interested to do business with the City to register online: www.bidnetdirect.com/georgia/cityofclarkston.

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation.

The City of Clarkston reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise.

Contracts are awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

In-person, fax, email or late proposals will not be recognized.

Clarkston Procurement Department
(General Instructions to Offeror)

1. The following instructions are to be considered an integral part of this proposal, unless otherwise requested and must be typewritten or printed in blue ink. The person signing the bid solicitation documents must initial any changes or corrections made to this proposal, using blue ink.
2. The Offeror shall submit their proposal electronically unless otherwise directed. Submitted and received proposals may not be withdrawn or modified in any way after the cut-off date and time displayed.
3. The blackout period begins from the issue date of the solicitation and until a supplier is selected. A supplier's violation of the restriction on communication will result in (immediate) disqualification of the supplier's response from consideration for contract award and/or other disciplinary action such as suspension or debarment.
4. If there are any questions whatsoever regarding any portion of the advertised solicitation, it becomes the responsibility of the person, firm, or company to seek clarification in the form of an email, to the Purchasing Agent prior to the deadline of question, answer and clarification.
5. Addendum(s) will be published with the corresponding solicitation within the BidNet Direct website www.bidnetdirect.com/georgia/cityofclarkston, no later than the suggested deadline.
6. It shall be the person, firm, or company's responsibility to check the BidNet Direct website www.bidnetdirect.com/georgia/cityofclarkston to locate documents associated with this bid solicitation.
7. The Offeror shall clearly indicate any variation(s) from the specification(s) in writing and include with their proposal.
8. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning; that only the best practices are to prevail and that only materials of first quality and correct type, size and design are to be used.
 - a. All workmanships shall be of a high quality.
 - b. All interpretations of the specification(s) shall be made upon the basis of the statement.
9. All bid solicitations shall be awarded to the most responsive and responsible offeror unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the lump sum price alone.
10. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
 - a. Cost (not always the winning proposal).
 - b. Offeror adheres to specifications.
 - c. Deliverables of good/service(s).
 - d. Past performance of person, firm or company to the City of Clarkston.
11. The City of Clarkston desires delivery of the material and/or services specified at the earliest possible time after the date of the award.
 - a. The offer shall provide an estimated time.
 - b. An unreasonable delivery proposal may be cause for the disqualification of a bid solicitation.
12. All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allows, Clarkston, Georgia unless otherwise shown. *(if applicable)*
13. Cash discounts or end of month terms should be shown separately, even if terms are NET.

14. The City of Clarkston:
 - a. Reserves the right to accept or reject any or all bid solicitations, due to past performance, etc. and waive any informality. Further, the City reserves the right to postpone the opening of the proposal(s) for its own convenience and to reject any or all proposals in response to this bid solicitation without indicating any reasons for such rejection(s).
 - b. Request and consider the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
 - c. Requests for clarification and/or additional information can be requested from received Offerors only during the evaluation process.
 - d. Negotiate with the selected Offeror to include further services not identified in this bid solicitation.
 - e. In the event of contract termination, the City can enter into contract negotiations with another qualified Offeror that submitted acceptable proposals, rather than redoing the proposal process for the project.
 - f. The City of Clarkston will accept or reject all bid solicitations within 90 days from the date of the bid opening.
15. The Offeror or contractor shall provide a copy of the person, firm, or company's Workers' Compensation Insurance with a limit of not less than required by the State of Georgia or otherwise stated in the bid solicitation instructions.
16. The Offeror or contractor shall provide a copy of the person, firm, or company's Commercial General Liability Insurance. *(if applicable)*
17. Federal or State Sales Tax are inapplicable to the City of Clarkston:
 - a. Employer Identification Number (EIN) 58-6003756, form provided upon request.
 - b. Sales and Use Tax Exemption under O.C.G.A. § 48-8-3, form provided upon request.
 - c. Unique Entity ID (UEI) number, provided upon request.

The undersigned on the bid solicitation proposal certifies that the Offeror has carefully examined the instructions to bidders, terms, and specifications applicable to and made a part of this proposal.

The Offeror further certifies the prices shown in the schedule of items on which the person, firm or company is bidding, are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the bid solicitation.

SIGNATURE: _____ DATE: _____

NOTE: This bid solicitation document is a standard boilerplate form. In addition, take into consideration this may not be modified for every bid solicitation.



Contractor's Code of Ethics

The City of Clarkston ("City"), through its Procurement Department, is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public.

To achieve these purposes, the Procurement Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
6. Require their suppliers (including temporary labor agencies) to do the same.
7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
 - a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
 - b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
 - c. Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

The Contractor affirms, they will not:

1. Discuss or consult with other competitors intending to bid on the same contract or similar City contract for the purpose of limiting competition. The vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
2. Disclose the terms of their bids or proposal, directly or indirectly, to any other competing company prior to the bid or proposal closing date.
3. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
4. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE: _____ DATE: _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

City of Clarkston
(Terms and Conditions)

THE CONTRACT: The documents ("Contract Documents") that form the contract (the "Contract") between Buyer and Seller are the Buyer's purchase order (the "PO") issued to Seller, all documents referenced in the PO (including without limitation drawings, specifications, instructions, quality assurance requirements and any other referenced documents), all drawings, specifications and other documents referenced in the Buyer's request for quotation issued to Seller for the Contract (unless and to the extent such documents are excluded from the Contract by express provisions in, and not by mere omission from, the PO), supplements to the PO issued to Seller by Buyer, these Terms and Conditions, and all documents referenced in any Contract Documents. What is required in any one Contract Document shall be deemed required by all Contract Documents and the Contract. Where there is any conflict or inconsistency between the provisions in one or more of the contract documents, the provision entitled order of precedence shall be controlled, unless otherwise agreed in a writing signed by the representative (or his/her successor) of Buyer who signed the PO.

ACCEPTANCE: The acceptance by Seller that forms the Contract shall be deemed conclusively to have occurred upon Seller's acknowledgment of the PO, shipment of any goods, performance of any services, or commencement of any work on supplies or goods covered by the Contract. Any acceptance by Seller on purported terms and conditions that differ in any way from the provisions of the Contract shall be effective to form and bind Seller to the Contract, but such terms and conditions shall not become part of, or in any way alter, amend or otherwise modify any of the provisions of, the Contract. Any shipment of goods, performance of services, or commencement of work on supplies by Seller shall be deemed to be only upon the terms and conditions contained in the Contract, except to the extent that Buyer may otherwise expressly consent in a writing signed by the representative (or his/her successor) of Buyer who signed the PO. The Seller agrees that Buyer's acceptance or payment for any shipment of goods or similar act of Buyer shall not be claimed or construed to constitute such consent.

DELIVERY: (a) Delivery must be in strict compliance with the schedule contained in the Contract and shall be made by the Seller at such times and places and of such items and quantities as may from time to time be specified by the Buyer. If Seller fails to meet its scheduled delivery dates and Buyer elects to call for expedited shipments, Seller will pay the difference between the method of shipping specified and the actual expedited rate incurred. Seller shall be responsible for any additional charges resulting from deviation from Buyer's routing instructions. If Seller fails to make delivery promptly and regularly, as required under the Contract, Buyer may, in addition to other remedies available at law, terminate the Contract by giving notice to Seller. Title and risk of loss shall remain in Seller until goods are delivered to the F.O.B. point specified in the Contract. Notwithstanding such delivery, Seller shall bear risk of loss or damage to goods purchased hereunder from the time that Buyer gives notice of rejection of goods pursuant to the inspection provisions of this Contract. If Seller encounters or anticipates difficulty in meeting the delivery schedule, Seller shall immediately notify Buyer in writing, giving pertinent details; provided, however, that such data shall be informational only in character and shall not be construed as a waiver by Buyer of any delivery schedule or date or of any rights or remedies of Buyer provided by law or the Contract. Parts fabricated in excess or in advance of Buyer's release are at Seller's risk. The buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery. (b) Packaging and packing of items delivered by Seller under the contract shall insure safe arrival at their destination, secure lowest transportation cost, conform to requirements of common carriers and, in any event, comply with Buyer's minimum specifications.

INSPECTION: Buyer shall have the right to inspect the goods and/or services supplied hereunder at any time during the manufacture or fabrication thereof at Seller's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by Buyer. If any inspection or test is made by Buyer at Seller's facility or elsewhere, Seller shall

provide reasonable facilities and assistance for the inspection personnel. The buyer may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to Seller at Seller's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under the Contract or another contract for the same or similar goods and/or services, shall relieve Seller, or be claimed by Seller to relieve it, of any obligation to comply fully with all requirements of the Contract, including the obligation to produce goods and/or services that conform to all requirements of the drawings, specifications and other Contract Documents. At Buyer's request, Seller shall repair or replace defective goods and/or services at Seller's expense. Failure to inspect goods and/or services, failure to discover defects in goods and/or services or payment for goods and/or services shall not constitute acceptance or limit any of Buyer's rights, including without limitation those under the warranty provisions of the Contract. In the event inspection reveals a defect or defects and schedule urgency require that the defect or defects be corrected by Buyer to support production, all cost of such correction, including without limitation installation and removal, will be charged to Seller; such charges will also include time and material and appropriate indirect and overhead expenses. Seller shall maintain an inspection system acceptable to Buyer covering the goods and/or services furnished hereunder.

OVER SHIPMENT: Goods shall not be supplied in excess of quantities and shipping tolerances, if any, specified in the Contract. Seller shall be liable for handling charges and return shipment costs for any excess quantities, and unless Seller agrees to pay for such costs, the over shipped material will be retained by Buyer at no cost.

PRICES: Unless otherwise specified, prices are F.O.B. in the place shown on the face of the PO and are exclusive of state sales and use taxes. No charge will be allowed for packing, crating, drayage, or storage. The seller warrants those prices charged for the goods and/or services are not higher than those charged to any other customer for goods and/or services of like grade and quality in similar or lesser quantities.

PAYMENT: Seller shall be paid upon submission of properly prepared invoices in accordance with Buyer's invoicing instructions for materials and supplies delivered to and accepted by Buyer. Any adjustments in Seller's invoice due to shortages, rejection, or other failure to comply with the provisions of this Contract, or under any other order or contract between Buyer and Seller, may be made by Buyer before payment. Discount periods shall commence ten (10) days after the latest of scheduled delivery, actual delivery, or receipt of invoice. No charges will be honored unless specified on the face of the PO. Invoices must be accompanied by transportation receipt if transportation is payable as a separate item.

WARRANTY: Seller warrants those goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by Buyer, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defects. Regarding any services provided under this Contract, Seller warrants: 1) that Seller is qualified to perform all services required of the Seller by this Contract; 2) that Seller possesses all licenses required of all public entities having jurisdiction over the Seller and the Buyer to perform such services; and 3) that Seller's workmanship will conform to all specifications and will perform as specified. Such warranties, together with Seller's other service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and/or services and shall run to Buyer, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by the Buyer to the Seller within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by Seller, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Buyer concerning latent defects shall exist indefinitely and shall not be affected in anyway by any terms and conditions of this Contract, including this clause. Buyer may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods and/or services, or (iii) have the defective items corrected or replaced at Seller's expense and deduct the cost thereof from any monies due Seller. The return to Seller of any defective or nonconforming goods and delivery to Buyer of any corrected or replaced goods and/or services shall be at Seller's expense. Goods and/or

services required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Contract Document entitled "inspection" in the same manner and to the same extent as goods and/or services originally delivered under this Contract. In addition to correcting or replacing any defective or nonconforming goods and/or services, Seller shall also reimburse Buyer for all costs and expenses incurred by Buyer in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by Buyer to obtain conforming goods and/or services or attempting to obtain from the ultimate user a waiver to permit the defective goods and/or services to be used with all or part of the defective conditions.

BUYER'S ASSISTANCE AND COOPERATION: During Seller's performance of this contract, the Buyer may, but has no obligation to, provide assistance to, or cooperate with, Seller in activities that facilitate the proper performance and completion of this Contract by Seller. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting manufacturing deficiencies or other problems; (ii) acquiescing in a change of manufacturing facilities or location; (iii) refraining from strict enforcement of time schedule requirements under the Contract; (iv) permitting use of test materials or documentation not performed or produced under this Contract. Such assistance or cooperation by Buyer shall not be construed, and Seller agrees that it will not claim that any such assistance or cooperation operates, to relieve Seller from complete, proper, and punctual performance of all of Seller's obligations under this Contract.

COMPLIANCE WITH LAWS AND REGULATIONS: Seller warrants that in the performance of this order Seller will comply with all applicable statutes, rules, regulations, and orders of the United States, and of any State or political subdivision thereof, and agrees to indemnify Buyer against any loss, cost, damage or liability, by reason of Seller's violation of this warranty.

CHANGES: Buyer may at any time, by a written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by any such order, or affects any such order, or affects any other provisions of this Contract, an equitable adjustment shall be made in the price or delivery schedule, or both, and in such other provisions of this Contract as may be affected, and this Contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph shall be asserted in writing within twenty (20) days from the date of receipt of the written notice directing the change. Where the cost of property made obsolete or excess because of a change is included in the equitable adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. The amount of any price increase from a change shall be based on the actual reasonable cost to perform the change. The amount of any price decrease from a change shall be based on the reduction in the Seller's cost that reasonably should have occurred because of the change. Seller shall maintain complete and accurate accounting records properly documenting the foregoing cost, and such records shall be produced for examination and copying by Buyer within ten (10) days of a request by Buyer. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" paragraph of this Contract Document. However, nothing in this paragraph shall excuse the Seller from proceeding with the Contract as changed. Any action taken by Seller which affects any provision of this Contract, including delivery and price, whether or not accomplished with the concurrence of Buyer's employees, shall not entitle Seller to an equitable adjustment in accordance with this paragraph, unless such action has been specifically directed by written notice issued by Buyer.

STOP WORK ORDER: Buyer may at any time, by written notice to Seller, require Seller to stop all or any part of the work called for by this Contract for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either cancel the Stop Work Order, or terminate the work covered by this Contract as provided in the "Termination for Default" or the "Termination for Convenience" paragraphs of this Contract Document, whichever may be appropriate. The seller shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be

made in the delivery schedule or price hereunder, or both, and this Contract shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in Seller's costs properly allocable thereto. The amount of any adjustment in the Contract price shall be determined as provided in the "Changes" paragraph of this Contract Document.

TERMINATION FOR DEFAULT:

(a) Buyer may, subject to the provisions of subparagraph (c) below, by written notice of default to Seller, terminate the whole or any part of this Contract in any one of the following circumstances: (i) if Seller fails to make delivery of the goods and/or services or to perform this Contract within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.

(b) In the event Buyer terminates this Contract in whole or in part as provided in subparagraph (a) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Contract Document; provided, that Seller shall continue the performance of this Contract to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, Seller shall not be liable for any excess costs if the failure to fulfil this Contract arises out of causes beyond the control and without the fault or negligence of Seller. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of Seller.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term(s) "subcontractor(s)" shall mean subcontractor(s) at any tier.

(d) If this Contract is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Contract, may require Seller to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer, (i) any completed goods, and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed goods and/or services delivered to and accepted by the Buyer shall be at the Contract price. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of this order entitled "Disputes." Buyer may withhold from amounts otherwise due Seller for such completed supplies or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders or for damages otherwise caused by Seller's failure to perform its obligations under the Contract.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to the "Termination for Convenience" paragraph of this Contract Document.

(f) The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION FOR CONVENIENCE: Buyer may at any time by written notice terminate all or any part of this Contract for Buyer's convenience. If this Contract is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by Seller for the actual labor and material reasonably used by Seller to perform the work under this Contract to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to Seller for (i) any anticipatory profits related to work under this Contract not yet performed, or (ii) costs incurred due to Seller's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the work terminated. If a Government contract number is cited on the face of the PO, a termination for Buyer's convenience shall be accomplished in accordance with FAR 52.249, as in effect on the date of this Contract, which shall be controlling over any conflicting provisions hereof.

INDEMNIFICATION: If this Contract is issued under a Government prime contract or subcontract, Seller shall indemnify Buyer against and hold Buyer harmless from all claims, expenses, and losses, arising out of performance of this Contract by Seller (i) when such claims, expenses, and losses result from the failure of Seller to furnish to Buyer, in accordance with the provisions of the relevant regulations, cost or pricing data, which is accurate, complete and current at the time of Seller's and Buyer's agreement to the negotiated price or at the time when Buyer requests a reaffirmation of the same, and (ii) when such claims, expenses and losses result from Seller's failure to comply with the rules and regulations, connection with covered contracts.

DATA: All drawings and specifications, furnished or paid for by Buyer shall be the property of Buyer, shall be subject to removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, and shall be kept separate from other drawings and specifications, and identified as the property of Buyer. The information contained in reports, drawings, documents, or other records which are furnished to Seller by Buyer relative to this Contract, to the extent that such information is not in the public domain, shall not be disclosed to others, except to subcontractors as necessary for completion of this Contract, in which event the subcontractor shall have the same obligation of nondisclosure. Upon completion, termination, or cancellation of this Contract, Seller shall return all drawings and specifications to Buyer, in the event Buyer requests return of any such items, within thirty (30) days after the effective date of completion, termination, or cancellation. Any such data of Buyer retained by the Seller shall remain subject to the foregoing restrictions on use, reproduction, and disclosure. Upon termination of this Contract, either for default or convenience, Buyer may, at Buyer's option, use, on a non-exclusive basis, all drawings, documents, or other records related to this Contract whether created by Buyer or Seller without further compensation to Seller. Seller may not disclose the existence of this Contract or the items to be supplied hereunder without Buyer's written consent, except to subcontractors who shall have the same responsibility.

WORK ON BUYER'S DESIGNATED PREMISES: If Seller, Seller's employees or agents or Seller's subcontractors enter Buyer's designated premises for any reason in connection with this Contract, Seller and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. Seller shall defend, indemnify, and hold Buyer harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer. Seller, and any subcontractor used by Seller in connection with this Contract, shall carry Workmen's Compensation and Employees' Liability Insurance to cover Seller's and subcontractor's legal liability on account of accidents to their employees. The seller and the subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability

Insurance covering accidents to their employees. Seller and the subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of Seller and the subcontractor on account of accidents arising out of the operations of Seller or the subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of the coverage.

ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign this Contract or any portion of this Contract, nor shall Seller subcontract for completed or substantially completed goods or services purchased hereunder without the prior express written consent of Buyer. No assignment or subcontract by Seller, including any assignment or subcontract to which Buyer consent, shall in any way relieve Seller from complete and punctual performance of this Contract, including without limitation all of Seller's obligations under the **WARRANTY** provisions of this Contract.

NOTICES: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to Seller or Buyer at the addresses set forth on the face of the PO, with postage thereon fully prepaid. The effective time of notice shall be the time of mailing.

WAIVER: No waiver by Buyer of any breach of this Contract or the granting of an extension for performance hereunder shall be deemed to be a waiver of any other or subsequent breach. Seller agrees that it will not claim that Buyer has waived any of Seller's performance requirements under this Contract, and no such waiver shall be effective to relieve Seller from complete and punctual performance of such requirements, unless such waiver is expressly stated in writing and signed by Buyer's representative (or his/her successor) who signed the PO.

DISPUTES: Pending resolution of any dispute hereunder, Seller shall proceed diligently with the performance of work, including the delivery of goods and/or services in accordance with Buyer's direction.

ORDER OF PRECEDENCE: This Contract constitutes the entire, fully integrated agreement of the parties as to the subject matter hereof. In the event of any inconsistency among the foregoing, the inconsistency shall be resolved by giving precedence in the following order: (i) the purchase order to which these terms and conditions are attached; (ii) these terms and conditions; (iii) the drawings; (iv) the specifications; and (v) the other documents incorporated by reference.

APPLICABLE LAW: The validity, performance and construction of this Contract shall be governed by and construed in accordance with the laws of the state of Georgia, excluding its choice of law rules. Jurisdiction and venue for any suit between the parties hereto arising out of or connected with this Contract, or the goods furnished hereunder shall lie only in the City of Clarkston (DeKalb County, Georgia).

CONFIGURATION CONTROL: Seller shall make no change in design, manufacturing, or assembly processes or source of supply, after approval of the first production test item or after acceptance of the first completed end item, without the written approval of the Buyer. The Seller agrees that any approval by Buyer of the first production test item or any acceptance by Buyer of the first completed end item shall not in any way relieve Seller from performing all requirements of this Contract, including Seller's obligations under the provisions of the "**WARRANTY**" paragraph of this Contract Document.



Insurance Requirements

Within ten (10) days of Notice of Award, and at all times that this contract is in force, the contractor shall obtain, maintain and furnish the City of Clarkston, Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the City of Clarkston covering:

1. Worker's Compensation - In accordance with O.C.G.A. Title 34, Chapter 9, as amended
2. Business Auto Policy - Not less than \$500,000.00
3. Commercial General Liability - Minimum \$1,000,000.00/claim
- \$2,000,000.00/occurrence for Personal Injury, Bodily Injury, and Property Damage Liability
4. Professional Liability - Not less than \$1,000,000.00/occurrence

Copies of these Certificates of Insurance shall be furnished to the City of Clarkston prior to execution of the contract. Such policies shall be non-cancellable except on thirty-day (30) written notice to the City of Clarkston.

Local Preference Policy

Local preference may be given to businesses that have a physical place of business located within city limits of City of Clarkston (DeKalb County, GA) as long as all requirements of the bid solicitation have been met. Should a local vendor submit a bid solicitation proposal that is not more than three percent (3%) greater than the bid solicitation of the lowest non-local vendor for bid solicitation up to \$150,000 or not more than three percent (3%) greater than the bid of the lowest non-local vendor for bid solicitation in excess of \$150,000, then the local vendor's bid solicitation shall be recommended for approval provided all requirements of the bid solicitation process have been met.

This policy shall not apply to any purchases of materials, equipment, or services in excess of \$1,000,000. The term business location means that the business has a staffed, fixed, physical place of business located within city limits of City of Clarkston and has had the same for at least one (1) year prior to the date of the business' submission of its bid solicitation, as applicable and holds a current valid business license from the City of Clarkston, for at least one (1) year.

Permits

A permit is required for new construction, temporary buildings, and alterations to existing construction (interior and exterior). The prime contractor shall be responsible for all inspections and ensuring compliance with all federal, state, and county laws and codes. The contractor shall be solely responsible for obtaining all permits.

Contact the City's Building and Inspections division to obtain information on how to apply.

Basis of Award

A contractual service contract shall be awarded for one (1) year with an option to renew for four (4), one (1) year periods. The optional renewal is based on performance during the term of the contract.

A construction bid solicitation must contain a bid bond acceptable to the City in an amount no less than 5% of the amount bid. The contract awardee, depending on the project cost, will be required to provide a 100% Performance & Payment Bond, within 10 days of the award, before the issuance of the Notice to Proceed (NTP). All other required documents must be fully completed and executed by the contractor and his/her Surety and submitted to the Owner.

The performance bond shall remain in effect for one (1) year after final acceptance of the work or the guaranty period under the agreement, whichever is the larger. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Do not date these bonds, the City will date this bond the same date or later than the date of the Agreement.

All bid solicitations shall be awarded to the most responsive and responsible offeror unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the lump sum price alone.

Professional Licenses (if applicable)

The State of Georgia requires that the following professions be required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors
5. Engineering
6. Architecture

Bidders and any sub-contractors performing any of the above-described work must provide a copy of current license(s) for the work they will perform on this project.

Termination of Negotiations

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude an Offeror from further participation in any negotiation process if the City determines that such Offeror is failing to progress in the negotiations or if the terms of its bid solicitation are less advantageous than those of other Offeror is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Offeror, which shall be sent in writing, signed by the City.

Additional or Supplemental Information

After receipt of the bid solicitations the City will evaluate the responses. To include contacting one or all references, reviewing financial statements, reviewing experience, and reviewing other data relating to the Offeror's qualifications.

If requested by the City of Clarkston Purchasing Division, Offeror's might be required to submit additional or supplemental information to determine whether the Offeror meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Division representative.

Blackout Period/Restrictions on Communications

From the issue date of the solicitation and until a supplier is selected for contract award and the selection is made public, suppliers are not allowed to communicate for any reason with any City employee, elected official or Contractor regarding the solicitation except through the issuing officer (or his/her designee) named in the solicitation.

Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise.

Default and Termination

Termination by Consultant

The agreement resulting from this proposal shall be subject to Termination by Consultant in the event of any one or more of the following events: The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Contractor fails to carry out the contract provisions of any one or more of the following events:

1. The default by consultant in the performance of any of the terms, covenants or conditions of the agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
2. The Contractor's failure to conduct services according to the approved proposal specifications.
3. The Contractor's failure to keep, perform, or observe any other term or condition of this agreement.
4. The Contractor's performance of the contract is unmeasurably delayed.
5. Should the successful Contractor fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other

requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

6. The Contractor agrees in its proposal submission that the City's decision is final and valid.

Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

Waiver

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.



Vendor Questionnaire

1. Awardee acknowledges requirement to provide 100% Performance and Payment Bond before execution of contract? (construction & paving projects only) _____
2. Offeror acknowledges permit will be secured _____
3. Offeror acknowledges reviewing Terms and Conditions pages? _____
4. Offeror has previously conducted business with Clarkston? _____
5. Is the offeror’s physical location within the corporate city limits of Clarkston? _____
6. Is your company a certified minority-owned business? _____

If yes, indicate category letter(s) and include a copy of current certificate(s)

A “Minority Business Enterprise” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

An “Owned” is a minority or female owner which possesses an ownership interest 51% of the business.

A “Controlled” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency? _____

If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.

Vendor Contact Name (print) Title

Vendor Contact Signature Date



Reference Request

The City of Clarkston requests the offeror provide between five (5) references to be potentially contacted for this proposal. The offeror’s references can consist of current and/or past government agencies, educational institutions, and/or commercial accounts of similar size and scope for this proposal.

The City of Clarkston requests the offeror’s references list not to consist of any work performed and completed on behalf of the City of Clarkston; nor should the offeror’s references be current of former City of Clarkston employees.

<u>REFERENCE # 1</u>	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
<i>Brief</i> Narrative of Work:	

<u>REFERENCE # 2</u>	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
<i>Brief</i> Narrative of Work:	

REFERENCE # 3

Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
<i>Brief</i> Narrative of Work:	

REFERENCE # 4

Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
<i>Brief</i> Narrative of Work:	

REFERENCE # 5

Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
<i>Brief</i> Narrative of Work:	



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Clarkston. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name:

Physical Address:

City, State, Zip

Phone:

Fax:

Signature:

Date:



Primary Contractor E-verification Affidavit

The Clarkston contract holder, signed below, confirms, and verifies its compliance with Georgia law (*See* OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the Clarkston: (*check and complete #1 or #2 below*)

____ 1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as “E-Verify”, or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

Federal Work Authorization User Identification Number (*not Taxpayer ID*)

Date of Authorization

Legal Business Name of City of Clarkston Contract Holder/Applicant

____ 2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city) _____ (state)

Signature of Authorized Owner/Officer

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: _____



Subcontractor

I will / will not propose to subcontract some of the work on this project? _____
 (response)

I propose to subcontract work to the following:

	Subcontractor Print Name	Brief Description of Work to be Performed by Subcontractor	Percent of Work	DBE (Y/N)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

 Vendor Contact Name (print)

 Title

 Vendor Contact Signature

 Date

Note:

1. The City of Clarkston requires the (primary) contracted vendor to complete no less than fifty-one (51%) percent of the proposed project.
2. It shall be the responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.
3. For all construction contracts that are valued at \$5,000.00 or more, a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder.

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (*not Taxpayer ID*)

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city) _____ (state)

Signature of Authorized Owner/Officer

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: _____



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (“City”) is requesting proposals from qualified aquatic management companies to contract for swimming pool lifeguards, and maintenance services at one (1) swimming pool located at Milan Park located at 3867 Norman Road, Clarkston, GA 30021.

This contract will start on April 1, 2025, to December 31, 2025. The terms for future contracts shall be for a period of one (1) year starting on January 1, 2026, with up to four (3) additional one-year terms, on a ninety (90) day written notice from the City, subject to satisfactory performance and the contract will not automatically be renewed.

BACKGROUND

The City of Clarkston is in central-west DeKalb County, near regional destinations such as Stone Mountain and is a fifteen-minute drive from the City of Atlanta. The City of Clarkston has access from two significant transportation corridors: Interstate 285 and Stone Mountain Highway (US Hwy 78). The City is a demographically diverse community with a population of over 15,000 residents from over 50 nationalities residing within the City limits. The City constructed a new municipal swimming pool in 2011 located at Milam Park that opened in 2012.

The facility boasts a 4,100 square foot multi-purpose zero entry pool with four (4) seventy-five (75) foot long lap lanes, a wading pool, and several water features and amenities.

SCOPE of WORK

The Offeror shall possess swimming pool management skills, have experience with swimming facilities with water features and pool water area equal to or greater than the water area of the Clarkston swimming pool.

The Offeror shall have the ability to perform quality work as solely determined by the City, which qualifies it to operate the aquatic location as detailed and specified. No joint or sub-contractors will be considered.

OPERATING HOURS

The City of Clarkston operates their pool location, for public use, from Memorial Day weekend to the entire month of June and July, Saturdays and Sundays only in August (after DeKalb County School open) through the Labor Day Holiday weekend.

Hours of Operation

- A. Memorial Day (Pool will be closed on Tuesday)
- B. May, June, July
 - 1.
 - 2. Sundays – 11:00 pm – 6:00 pm
 - 3. Tuesday – Thursday – 11:00 am – 7:00 pm
 - 4. Friday – Saturday – 11:00 am – 6:00 pm
- C. August
 - 1. Every Saturday and Sunday in August
- D. September
 - 1. Labor Day (Last day of pool season)

Note: Milan Park Pool is closed on Mondays.

The City may, at its sole discretion, extend the time for which the pools are open to the public. In the event the city decides to exercise this option to extend the time, the city will give the Service Provider a thirty (30) day written notice. The Contractor agrees to provide adequate staffing at \$45.00 per hour during this extension.

STAFFING POSITIONS

The following staffing positions shall be placed by the City and Contractor:

- A. Pool Service Provider (Contractor): is required to effectively communicate in writing their training, evaluation, and disciplinary policy and procedures for all employees.

The Contractor shall:

- 1. Conduct service training as per guidelines of Ellis, Red Cross or StarGuard.
- 2. Provide both orientation and training onsite prior to the opening of the season along with monthly training in services for the duration of the season.
- 3. Assign a Site Supervisor.
- 4. Prepare a manual for employees dictating the securing of pool areas, opening/closing duties, vacuuming the pool, backwashing the filter, post event clean-up, on duty policies (including appropriate dress), guard stationing and rotations, basic pool rules, importance of keeping working areas clean (pump house), and the importance of customer service.
- 5. Supervise lifeguards on a daily basis and provide written proof of supervision and evaluation to the City of Clarkston Parks and Recreation Department.
- 6. Provide the City with any opening/closing incident and accident reports. In no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 7. Be responsible for maintaining pool records of pool chemistry as dictated by county law.
- 8. Be responsible for completing and obtaining all county department of health certifications prior to opening each year.

9. Invoice the permit fees for DeKalb County to the City for payment with the first payment invoice. All other pool facility requirements, documents, permits, and inspections will also be obtained by the Contractor for the City.
10. Be required to E-Verify each employee and conduct both state and national background checks. Verifying documentation will be required by the City.
11. Report any shortages of pool chemicals or pool supplies to the City.

Note: The City has the authority to require and impose rules and regulations to be enforced by the Contractor and requests any employee be removed from performing the work under this contract.

- B. Pool Coordinator: The City will hire and train the Pool Coordinator that will work with the Contractor's lifeguard supervisor, lifeguards, and pool maintenance staff.

The Pool Coordinator shall:

1. Be responsible for ensuring the daily admittance fees are collected by the gate attendant.
 2. Oversee concession operations.
 - a. All monies collected for any purpose, in any form of payment, will be managed by the City of Clarkston staff and will be deposited with the City in accordance with the provisions or policies determined by the Finance Director.
 3. Be the gate attendant while on duty and during the pool extension hours, the Contractor must continue to perform all the duties of the scope of this contract.
- C. Site Supervisor: is responsible for overseeing pool lifeguards, coordinating the seasonal opening, and closing procedures of the pools, and facilitating the delivery of all pool necessities, including chemicals, cleaning equipment, and lifesaving equipment in accordance with the City's Purchasing Policy.
1. He/she is responsible for scheduling work for these procedures and scheduling a county inspection.
 2. He/she shall report to the Pool Coordinator the condition of the pool and the performance of the lifeguards.
 3. He/she will also conduct inspections of the pool's operation and facility conditions at least three times per week. The results of these inspections will be reported to the Pool Coordinator immediately so that any necessary action can be taken quickly.
 4. He/she will also provide the City with a cell phone number where he/she may be reached in the event of an emergency.
 5. He/she shall be responsible for resolving any complaints or issues that may arise in connection with the operation of the Pool.
 6. He/she may enlist the help of the Contractor as needed.
- D. Service Technician: The Service Technician is on call seven days a week in season for maintenance and repair calls.
1. He/she is responsible for performing all minor repairs on an as needed basis. The Site Supervisor will notify the Service Technician when a repair is needed. The Parks & Recreation Director must approve all repairs that exceed \$250.00 in writing prior to the Service Technician initiating the repair.

2. He/she will schedule the repair, gather parts and materials, and perform the repair in accordance with the City's Financial Management Purchasing Policy.
- E. Lifeguards: The Contractor will provide lifeguard supervision for public swimming, swimming lessons, and other organized pool activities such as private parties.
 1. Lifeguards must be certified through the Red Cross in lifeguard training, first aid, and CPR for infants, children, and adults. Proof of certification must be provided to the city prior to opening of pool.
 2. Lifeguards will be responsible for the safety of the pool patrons and environment, as well as the upkeep and cleanliness of the pool, deck, and the restrooms.
 3. Lifeguards are responsible for supervising pool activities and ensuring safety.
 4. Lifeguards shall also maintain pool chemistry, basic pump house maintenance, and debris removal from the pool area and report any problems to the Pool Coordinator and/or Site Supervisor.
 5. Lifeguards must be employees of the Contractor and not independent contractors:
 - a. At a minimum, four (4) lifeguards must be on duty, in public view, always when the facility is open.
 - b. One (1) additional lifeguard is required for every twenty-four (24) people in attendance beyond the first fifty (50) attendees, and there must be a minimum of one lifeguard in reserve for rotations.
 - c. The Pool Coordinator and/or Site Supervisor will supervise the swimming pools but will not be counted in terms of the ratio of required lifeguards. If operations warrant additional lifeguards due to attendance or other factors, the City will agree to additional lifeguard staff at the rate established in this proposal for lifeguards.

FACILITY PROCEDURES

Pool Opening Season:

The Contractor will review all bathhouses, pool decks, pool shells, pump/chemical/filtration systems, and essential pool equipment to recommend the needed improvements prior to April 1, 2025. A detailed report will be submitted to the Parks and Recreation Director no later than April 7, 2025. This is to ensure ample time to make repairs and improvements to successfully open sites prior to opening date. Access to the facilities for this preparation work is to be coordinated by the Parks & recreation Director.

The Contractor shall provide the following services no later than two (2) weeks prior to the scheduled opening date of the pool, or the date authorized by the City's representative. In addition, the Contractor shall have the pools ready for operation at least seven (7) days before opening day or pre-determined approved date by the City's representative.

- A. Pressure wash pool deck.
- B. Clean, inspect and prepare vacuuming equipment and hoses.
- C. Drain and acid wash pools or surfaces if necessary.
- D. Order, store, and utilize necessary chemicals.
- E. Fill pools and balance pool chemistry.
- F. Install ladders, check diving boards, place lifeguard chairs and place furniture.

- G. Check and test all equipment (i.e., chemical feeders, flow meters, pressure gauges, valves, underwater lights, skimmers, vacuum systems, return inlets, etc.) and report status to the City.
- H. Check all pumps and motors; lubricate valves and pump bearings as necessary.
- I. Clean pool area within the pool enclosure and pool bathrooms.
- J. Circulate water through filtration system.
- K. Furnish, store, and inject necessary chemicals for operation of the pools.
- L. Backwash filters and inspect any defects.
- M. Report to City all operating deficiencies.
- N. Be responsible for check-out and handling of facility keys to staff.
- O. Check the condition of life saving equipment and report any damaged or missing equipment to the City.
- P. Checking the condition of maintenance and cleaning equipment.
- Q. Ensure annual maintenance service has been completed on chemical feeders since prior season's end.
- R. Conduct maintenance servicing to underwater pool lights.
- S. Other items as assigned by the city.

Facility Operations:

The Contractor shall be responsible for the following duties, daily or as needed:

- A. Complete a documented (written) daily safety check of the entire facility.
- B. Be on duty a minimum of one hour before and after public swimming operating hours.
- C. Pool vacuuming should be scheduled daily.
 - 1. Each pool will be vacuumed entirely, at a minimum of three times per week.
 - 2. Each pool will be vacuumed before the public enters the pool.
- D. Pool filters must be backwashed as needed.
- E. Lifeguard's room, outdoor bathhouse/restroom, all areas within the fencing, and the premises within twenty-five (25) feet of the facility must be maintained in a clean and orderly fashion by the proper collection of waste, garbage, and all other debris.
- F. Assist City Staff by maintaining the areas around the Lifeguard stands, pump houses, lifeguard rooms/lockers and assisting with cleaning and stocking based on availability and/or upon request by city Staff for assistance.
- G. Everyone on duty within the pool area, regardless of employment, will assist with litter and cleanliness of any common area, or when a visual need for cleaning or re-stocking arises. It is in everyone's interest to keep the facility clean and always functioning. The Parks & Recreation Department and the pool service provider shall conduct ongoing cleaning during hours of operation to maintain the reasonable condition of the facilities.
 - 1. The primary cleaning of the outdoor bathhouse/restrooms must be completed during times not scheduled for public swimming or programming.
 - 2. The City shall restock restrooms daily and be responsible for opening pool area bathhouse/restrooms each morning and lock and secure the pool areas at the end of each day.
- H. The pool deck must be cleaned and maintained throughout each day.
- I. Trash must be emptied and placed in the dumpsters outside the facility, to prevent pests and rodents, daily.

- J. Deck furniture must be straightened daily and set up upon closing in preparation for the following day.
- K. Pool deck must be blown and kept debris free daily.
- L. All safety equipment must be checked and tested.
- M. Retain a record of all problems brought to their attention and contact the City representative within 48 hours of all problems.
- N. Keep detailed records of any pullouts, rescues, or injuries, describing the circumstances surrounding the incident and denoting the specific location of the incident. Reports should be given to the Parks & Recreation Director within 24 hours of incidents.
- O. Keep detailed records of pool closings for partial or full days.
- P. Use testing kits and chemicals to maintain the proper pool water chemical balance, pH levels, chlorine levels, alkalinity levels, cyanuric acid levels, and calcium hardness levels.
- Q. Stock chlorine, cyanuric acid, sodium bicarbonate, muriatic acid, soda ash, calcium chloride, polyquat algaecide, pool clarifier, and other chemicals necessary to maintain proper pool chemical balance.
- R. Supervise all lifeguard personnel and instructors employed by Contractor. Once the season has opened for regular hours of operation.
- S. Making supervisory site visits to the pool facilities regularly with the focus on safety, health and general maintenance of the physical plant will be the focus of these reviews.
- T. Ensure staff are trained to meet professional standards and in proper "Lifeguard" uniform for quick identification.
- U. Display the most current results of each County Health Inspection.

Water Quality Standards:

The Contractor shall be responsible for the following:

- A. Maintaining, at its expense, an inventory of all necessary and appropriate chemicals for the proper routine operation, safety, and cleanliness of the swimming pool by utilizing the current sanitation system (Acid PH Control and Pulsar Chlorination System, or other).
- B. Maintaining the pool chemistry levels in accordance with such statues, ordinances, rules, and regulations governing pool chemistry as are adopted from time to time by the Georgia Department of Public Health (DPH) and DeKalb County (GA) at its expense.
- C. Maintaining the swimming pool water within the recommended tolerances:
 - 1. Chlorine: 2.0-5.0 ppm
 - 2. pH: 7.2-7.8
 - 3. Calcium Hardness: 200-400 ppm Cyanuric Acid: less than 100 ppm

Note: At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. If the local health department revokes permission to operate a pool due to poor water quality; the Contractor shall issue the City a partial refund of the contract price, determined using the following formula: (number of days closed) X (average daily portion of the contract price).

Repair Work/Emergency on Call Service:

The Contractor will notify the City promptly regarding any necessary repair work and will be given the opportunity to quote and/or enter a bid solicitation on said work. Likewise, the Contractor must specify a point of contact for twenty-four (24) hour on-call service in the event of pool facility emergencies. This representative must have the ability to respond to any emergencies within two (2) hours of an emergency call.

Pool Supplies:

The City shall furnish all first aid supplies as specified through its internal contractor. The Contractor will be expected to let the City know if any items need to be replaced. The City shall furnish and pay for water, telephone, electricity, gas, and garbage collection.

The City requests the Contractor provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners, and light bulbs) for the facility.

Programming:

The Contractor will assist the Parks & Recreation Director developing seasonal program offerings outside of regularly scheduled pool operational hours, which may be scheduled in the morning hours twice per week prior or after the regular pool operation hours. These must be planned and organized no later than April 7, 2025, and can include but not be limited to:

- A. Water Aerobics
- B. Swim Team Practices and Meets
- C. Swim Lessons
- D. Safety around Water Classes
- E. Age and Skill Based Swimming lessons
- F. Water Safety and Lifeguard Training
- G. Weekly Special Event Nights at the Pool

Lifeguards and pool facility operation will be requested during all swim meet practices and meets. (If any so far, we have not had the capacity or request for swim teams or swim team practice)

Pool Rentals:

Pool rentals and birthday parties may be scheduled outside of regular public operations, programming, and open swimming hours on Friday, Saturday, or Sunday only. The Parks and Recreation Department office and staff will handle the scheduling of all rentals and will communicate the rental schedule to the Contractor of any request for rental for after-hour events seven (7) days in advance to provide staffing (lifeguards) based on the number of people expected to include the entire pool area. In the event the Offeror is unable to staff the event, the Offeror will need to provide the City (written) notice within three (3) days of the City's notification.

The Contractor shall provide lifeguard services for pool rentals and other special programs scheduled outside public swim hours that are not listed in the above paragraph at the hourly

rate of \$45.00 per hour. Each invoice submitted by the Contractor is to detail the additional cost of staff rentals during the invoice period.

Pool Open and Closing:

The Contractor shall have the authority to close the facilities during inclement weather and shall be prepared to reopen the facilities when the weather permits. If this happens, the Contractor shall notify the Parks & Recreation staff immediately.

If the facility is to be closed for the day, there will be a mutual agreement by the Contractor and the Parks & Recreation Director to close the facility to the public.

End Season Service and Winterization:

An end-of-season inspection shall be conducted immediately upon the conclusion of the pool season, and a written report submitted to the Parks and Recreation Director. The Contractor shall perform reasonable inspections of all equipment and advise the Parks & Recreation Director of needed repairs and/or replacement of defective, worn, or damaged equipment in the year end written report. At the city's request, the Contractor shall provide specifications for the repairs and/or replacement and present them to the City.

The Contractor shall also be responsible for inspecting pool signage and advise the City of any needed replacements to ensure safe pool operations and the City will be responsible for fabricating signage.

The Contractor shall prepare a fall Inspection/year-end report to be submitted to the Parks & Recreation Director by October 15th of each year of the contract. The winter service program is to begin immediately upon closing of the facilities in September.

The Contractor will also be required to provide winter service chemical treatments, cleaning, and supervision September of the current year through April of the preceding year.

The Contractor is required to submit winter service program and winterization plans for the City aquatic facility, including but not limited to:

- A. Draining all drinking fountains.
- B. Inspecting pumps and motors and notifying the City of any malfunctioning equipment.
- C. Removing and storing movable equipment.
- D. Draining and storing all hoses.
- E. Draining filtration system.
- F. Remove and store all plugs from plumbing.
- G. Backwashing filters and inspecting any defects; cleaning elements, checking for any defects.
- H. Draining and re-lubricating chemical feeders.
- I. Leaving all valves at appropriate settings.
- J. Inspecting all pool machinery and equipment and listing parts required for the next season's operation to the city.
- K. Checking all pool plumbing and electrical systems, notifying the city of any problems.

- L. Cleaning bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.
- M. Draining all bathhouse plumbing and preparing with anti-freeze wherever necessary.
- N. Draining all plumbing, removing any debris.
- O. Draining appropriate pools or providing winter treatment plans.
- P. Removing hair and debris from hair and lint traps.

GENERAL CONDITIONS

This Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or non-misfeasance by the operator. The City may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications. The City reserves the right to terminate the contract for any reason with 30 days' written notice. The City also reserves the right, by the Agreement, to cancel any part or all the same for failure by the vendor to follow terms of said Agreement.

The Offeror will be required to obtain any licensing and meet all Health and Safety standards and regulations set forth by ordinances of the City of Clarkston, Dekalb County, and Georgia Department of Public Health.

No contract will be awarded to any Offeror who, as determined by the City, has an unsatisfactory performance record or experience or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

Each Offeror must submit as a part of their bid a written statement covering the following points:

- A. The number of employees who will render services to the City and number of employees to be used at the facility, listing the specific responsibilities of each.
- B. Previous experience in operating and managing an aquatic facility. The Offeror must have at least three (3) consecutive years of experience in aquatic management services.

INSURANCE, LICENSES & PERMITS

The Offeror shall possess and maintain the appropriate insurance to include Worker's Compensation Insurance for the duration of the contract for insurance against claims for injuries to persons or damage to property that may arise from, or in connection with, the performance of the work hereunder by the Offeror, his/her agents, representatives, or employees. The amounts should follow the outlined information under the Insurance Requirements section above.

In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Offeror shall provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected. And the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Offeror for the City. Thus, being in full compliance with the Workmen's Compensation Act of the State of Georgia and Employer's Liability Coverage.

The Offeror shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations stipulated by the City of Clarkston and Dekalb County necessary for the operation of the facility provided; however, the Offeror shall not be responsible for obtaining a use permit.

HEALTH & SAFETY STANDARDS

The Offeror shall meet all Health and Safety Standards regulations set forth by Dekalb County and Georgia Department of Public Health. The aquatic location will be always maintained in a clean manner and the Offeror shall take all safety precautions.

The Offeror shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Clarkston, Dekalb County, and the operation shall be in accordance with all the rules and regulations of the Georgia Department of Public Health. The Offeror shall always maintain the pool enclosure in a clean and safe condition.

ADDITIONAL INFORMATION

- A. No bonds will be required for this project.
- B. Offerors will need to include a Certificate of Insurance (COI) in the bid package.
- C. Offerors will need to include a copy of all certifications in the bid package.



ADDENDUM ACKNOWLEDGEMENT

The offer has examined and carefully studied the specification(s) and the following addendum receipt of all of which is hereby acknowledged:

Addendum No.	1	Dated	
Addendum No.	2	Dated	
Addendum No.	3	Dated	
Addendum No.	4	Dated	
Addendum No.	5	Dated	
Addendum No.	6	Dated	
Addendum No.	7	Dated	
Addendum No.	8	Dated	
Addendum No.	9	Dated	
Addendum No.	10	Dated	

There was no addendum(s) published (initial): _____

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the Request for Proposal documents. The signature(s) below dignify that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda will result in the rejecting of the proposal.

Signature	
Print/Type Name	
Title	
Date	

Form of Proposal

To: City of Clarkston
Clarkston, GA 30021

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College Purchasing Department, through a change order.

Proposal Submitted By:

Company Name	
Address	
City, State, Zip	
Phone	
Email	
Website	
Print/Type Name	
Signature	
Title	
Date	

COST PROPOSAL

Bidding Company: _____

Company Rep: _____

Project Name: _____

<u>ITEM DESCRIPTION</u>	<u>LUMP SUM COST</u>
May (Memorial Day)	
June	
July	
August (weekends only)	
September (Labor Day)	
GRAND TOTAL	

SIGNATURE: _____ DATE: _____