

Request for Proposal
City of Brownsboro Farm
February 28, 2025
#2025-228

This RFP should not be construed as a commitment on City of Brownsboro Farm's part to obtain any Services from any vendor or to fully implement this project. At anytime, the City of Brownsboro Farm (The City) may terminate or modify this RFP and request revised proposals from respondents. The City may reject any oral proposals at its sole discretion. All expenses associated with providing the information requested in this RFP are borne solely by the respondents to this document. The City assumes no legal or financial responsibilities for such expenses

A. RFP PURPOSE AND SCOPE:

The City of Brownsboro Farm is seeking a qualified professional Company to staff and manage Lifeguards for the Brownsboro Farm Pool, located at 3615 Cascade Dr. Brownsboro Farm, Kentucky, 40241.

B. DESCRIPTION OF SERVICES:

- The following description outline's the Scope of Work for the Proposal.
- The Scope of Work does not include the pool maintenance or management of any mechanical & chemical operation of the pool.
- Proposers may examine the Facility prior to bidding. Contact Mayor, James Stout at jstout-bbf@outlook.com to schedule an onsite visit
- Proposers will make all investigations necessary to thoroughly inform themselves regarding performance of services as required by the RFP Documents. No plea of ignorance as a result of failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirement of the City.
- If a bidder needs clarification of the RFP documents, bidder may submit written questions and requests to Mayor, James Stout at jstout-bbf@outlook.com.

C. SUBMISSION OF RFP:

- All RFP's shall be enclosed in sealed envelopes and submitted by hand or by mail to the City of Brownsboro Farm Mail Box located at 8455 Brownsboro Road, Brownsboro Farm, Kentucky 40241. Attention: Jennifer McIntyre, City Clerk.
- The Name and address of proposer, date of bid opening and bid name will be shown on the outside of the envelope. All RFP's must be received on March 14th 2025, which at that time will be recorded as being received.
- Proposer's agree that the price will remain firm and subject to acceptance by the City for a period of 45 calendar days from the bid opening date.
- RFP'S received after the time set for the RFP opening will not be considered.

D. PROPOSER'S EXPERIENCE/REFERENCES:

1. Each Proposer shall have at least (1) years' experience, and provide a minimum of two (2) references of Pool Management.

2. Each Proposer shall provide a written summary highlighting the Proposer's organization chart and ability to perform the duty of staffing / managing Lifeguards for the Brownsboro Farm Pool.

E. RFP SCHEDULED START DATE/ENDING DATES:

1. Start Date: March 1, 2025
2. End Date: March 14, 2025
3. Bid Opening Date: March 17, 2025

F. SCOPE OF WORK BID SPECIFICATIONS

1. City of Brownsboro Farm will provide a set of keys to company for all locks to operate the pool. The keys are to be maintained by the Company on premise and kept overnight within a combination lockbox furnished by the City and mounted to the pool fencing. The Company shall keep safeguard keys and release keys only to authorized Personnel. Keys will be returned to City of Brownsboro Farm and the combination of the lockbox will be changed in the event of termination of the contract.
2. City of Brownsboro Farm will provide the following:
 - a. Pool Mechanical & Chemical Maintenance
 - b. Water
 - c. Electricity
 - d. 110 volt electrical outlet in Guard Shack
 - e. Pool Testing Kits and Supplies
 - f. Receptacles for trash
 - g. Garbage pick-up
 - h. Bathhouse Supplies
 - i. First Aid Kit – Company will re-supply at no cost to City of Brownsboro Farm during swim season – Band aids, gauze pads, bee sting swabs and antibacterial cream)
 - j. Telephone that is accessible to Company's lifeguards at the pool
 - k. Lifeguard Stands equipped with Umbrellas
 - l. Equipment to operate pool required by local county health codes, i.e. ring buoys, rescue tubes, and back board w/head immobilizer.
 - m. A complete written copy of pool rules
3. **Permits:** City will apply for and obtain from the local health department a swimming pool operating permit for the city and pay all fees associated with obtaining the permit. Company shall advise and assist the City regarding the Permit and will support coordination and facilitation of any necessary repairs required to satisfy health department requirements.
4. **Minimum Safety Standards:** The City agrees and acknowledges that is the City's responsibility and duty to operate City's Pool meeting all health department standards. Local health department codes are available from the county Health Department. The Company shall adequately staff Lifeguards to bring the City's pool into compliance within the minimum Standards to operate a pool.
5. **Daily Pool Opening:** The City will provide a "ready to swim" pool and facilities.

6. **Pool Operations:** Pool operates on the following schedule

Saturday of Memorial Day weekend until Labor Day Monday

Hours of Pool Operations:

May 24 – August 6, 2025	August 7 – September 1, 2025
Monday – Thursday: 11 am-8 pm	Monday – Friday: 4 pm-8 pm
Friday - Saturday: 11 am-9 pm	Saturday – 11 am – 8 pm
Sunday – 12 pm – 8 pm	Sunday – 12 pm – 8 pm

Extra Pool Hour on Memorial Day, Independence Day, Labor Day, and up to 3 Mondays

Staffing:

Monday through Thursday: One (1) lifeguard from opening until close

Friday: One (1) lifeguard open until 4:00 pm. Two (2) lifeguards 4:00 pm until close

Saturday, Sunday, Holidays: Two (2) lifeguards from opening until close

Swim Meet Mondays: Two (2) lifeguards 4:00 pm until finish

Once every hour the pool will be cleared of all children for a period of ten (10) minutes.

7. **Wading Pool:** Supervision and safeguarding of users of the wading pool shall be the responsibility of the parents of the children using the wading pool. Company agrees to test and log water quality during swim hours and close the Wading Pool in the event that pool chemicals are imbalanced.
8. **Personnel:** All Company personnel who will work at the City’s pool, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguards shall be engaged by the Company as an “independent contractor.” In addition, Company should provide a full-time adult (non-lifeguard) manager.
- a. Company agrees to pay the following for Company employees, including all lifeguards:
 - i. Wages
 - ii. Income tax withholdings
 - iii. Social security withholdings
 - iv. Local occupational taxes
 - v. State unemployment insurance
 - vi. Federal unemployment insurance
 - vii. Workmen’s compensation insurance
 - b. Personnel employed by the Company shall have Red Cross Lifeguard Certifications.
 - c. Personnel employed by the company and where required, will be provided chemical safety training by the Company
 - d. The Company shall provide personnel employed by the Company with orientation training, onsite training and a post Memorial Day guard training review.
 - e. Personnel will be trained by the Company in the area of blood borne pathogen and provided a blood borne pathogen exposure control kit per OSHA requirements.
 - f. Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility, within their best judgment and sole discretion consistent with the published and posted rules of the City and minimum safety standards as established herein.

- g. Company's full time management staff will supervise personnel. Company supervisors will inspect City's facility no less than two (2) times each week to check performance of personnel

9. **Company Personnel Responsibilities:** Company personnel are responsible for the following duties:

- a. Life guarding the Pool
- b. High customer service
- c. Prior to opening up the pool daily
 - I. Check and record water chemistry of Pool and Wading Pool
 - II. Straighten up deck furniture and open up umbrellas as needed
 - III. Place the portable Sign-In Table and Guest Log book just outside the pool gate
- d. Check and record water chemistry of the pool and Wading Pool before pool opening and a minimum of three (3) times a day.
- e. Notify the City if water chemistry becomes imbalance while swimmers are present
- f. During swimming hours maintain clean tile drains around pool edge free of any debris
- g. During swimming hours maintain a clean swimming pool deck area
- h. During swimming hours skim pool surface & remove any all debris that falls into the pool
- i. Clean bathhouse daily and inspect it each hour
- j. Replenish soap, hand towels, and toilette papers in bathhouse, when needed
- k. Enforce City's and Company's rules for the safety and convenience of pool customers
- l. Report all medical or disciplinary action to City
- m. Prior to closing the pool nightly
 - I. Clear pool deck and furniture of any remaining trash
 - II. Place "lost" item in lost in found
 - III. Straighten up deck furniture and put down umbrellas
 - IV. Place the portable Sign-In table and Guest Log book in Guard Shack
 - V. Clear pool deck of a
 - VI. Empty all trash receptacles placing waste trash bags in Rumpke trash cans
 - VII. Lock and Secure facility, leaving the keys in the lock box

10. **Water Quality:** Per State Health Regulations, water quality of the Pool and Wading pool will be tested and properly logged at least 3 times per day to confirm water quality levels are within the tolerances of the local health department while the pool is open to swimmers. The Company will be responsible testing the water and alerting the City immediately when water chemistry levels are outside of acceptable tolerances.

At no time will the water chemistry cause a failure of permission to operate the pool granted by local health department. In the event the local health department revokes permission to operate the pool due to poor water quality, the City shall be responsible for returning the water quality to an acceptable level and the Company shall be entitled to normal compensation as if the pool was in normal operation.

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall immediately notify the City and have the right to temporarily close the pool for such period of time as necessary for the City to correct the water quality. Any such closing shall entitle Company to normal compensation as if the pool is in normal operation provided that the Company maintains a minimum of one (1) lifeguard at the pool.

11. **Acts of God:** Company shall be excused from operating the pool and the City shall be entitled to a refund in the event of any Act of God such as a natural event or disaster would prevent safe operation of the pool beyond a single day. Company shall refund a daily amount equivalent to the total contract rate divided by the number of days of the pool swim season.
12. **Chemicals and Supplies:** Company in cooperation with the City shall insure compliance with State and Local Health Departments Regulations. Company will inform the City if any chemical or mechanical intervention is required to remain in compliance with Health Departments Regulations.

The City is responsible for the handling and administering of all pool chemicals to ensure safe and clean pool water throughout the summer. Chemicals the Company is prohibited from handling include: chlorine, calcium chloride, sodium bicarb, stabilizer, algaecides, metal removal, soda ash, pool clarifier, diatomaceous earth, acid and any other chemicals required good water chemistry not specifically named above.

The Company will make use of City provided Bathhouse Supplies, Equipment and Chemicals.

- a. Bathhouse Chemicals include: Disinfectant, cleaners, bug spray, hand soap, deodorizers
 - b. Bathhouse Supplies include: paper towels, toilet tissue, light bulbs, and trash can liners
 - c. Bathhouse Cleaning Supplies include: mops, brooms, dust pan, buckets, toilet bowl brush, scrubbies and sponges.
 - d. Other Equipment: Water hoses, pool vacuum heads, pool poles, pool vacuum hoses, ring buoys, rescue tubes, safety rope & buoys, chemical feed pumps, algae brushes, leaf net, shepherd hook, pool rule signs, trash receptacles, water test kit, first aid kit, pool vacuum and back board w/head immobilizer.
13. **Repair Work:** The City is responsible for the operational maintenance of facilities and grounds to insure public safety. The Company shall advise the City if such repair is needed. Should the pool facilities be closed for repair work due to negligence by the City, the Company shall be entitled to normal compensation as if the pool was in normal operation while repairs are being conducted.
 14. **Rainy Days:** On rainy days the Company will keep one (1) lifeguard at the pool until 6:00 p.m. At 6:00 p.m., if weather is still unsuitable for swimming, the pool will be closed the remainder of the day. Company may temporarily close the pool by clearing the pool deck and locking the gate in the presence of thunder or lightning for a period no longer than ½ hour from the last heard clap of thunder. Company shall also determine guard requirements and if any water quality maintenance is required to reopen pool following inclement weather prior to 6:00 PM. Company shall have the right to close the pool early in the event of severe weather event with no refund due the City, if approved by the City.
 15. **Instructions / Coaches:** Instruction and/or coaching opportunities are not included in this proposal. All such opportunities shall require a separate proposal that does not interfere with the normal operational hours of the pool and will be contracted separately from this bid proposal.
 16. **End of Season:** Unless City elects Post-Labor Day operation, the pool will be considered closed to swimmers on the Tuesday after Labor Day. The City shall provide winterization services of the deck furniture, swimming pool, Wade pool, and pump house after pool operation closes following the Labor Day weekend.

17. **Insurance/Liability:** Company shall maintain and keep in full force the following coverage:

- a. Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this bid spec.
- b. Broad Form Comprehensive General liability insurance on the lifeguards
- c. Bodily Injury: at least \$1,000,000.00 for each occurrence, \$2,000,000.00 aggregate
- d. Property Damage of at least \$1,000,000 per each occurrence

Company shall supply a copy of certificates of insurance to the City with its bid verifying the above-mentioned insurance coverage.

City will maintain and keep in effect at full force the following coverage:

- e. Premises liability insurance
- f. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

City will provide Company with proof of insurance in the form of Certificates of Insurance at time contract is signed.

18. **Payments:** Payments by City to Company shall be made in accordance with the following schedule:

- a. Five percent (5%) upon execution of contract
- b. Twenty percent (20%) on or before May 1st
- c. Twenty-five percent (25%) on or before June 1st
- d. Twenty-five percent (25%) on or before July 1st
- e. Twenty-five percent (25%) on or September 5th

19. **Additional lifeguards:**

Company will provide lifeguards for special events, after hour parties and extra hours of operation at the request of the City and subject to the following:

- a. Lifeguards hours provided by the Company, other than those specified in this spec, shall be billed to the City at a rate of \$_____ per lifeguard hour, with a minimum number of ____ hours per event.
- b. Company will not provide a lifeguard after 12:00 am under any circumstances.
- c. All private parties or events will required a \$_____ refundable cleaning deposit.
- d. For parties or special events for which the Company is to provide lifeguards

City is responsible for giving the Company seven (7) days' prior notice in writing with payment as to:

- i. Time and date of party
- ii. Number of people scheduled to attend
- iii. General age group of people scheduled to attend
- iv. Whether alcoholic beverages will be permitted at the party
- v. \$_____ Refundable cleaning fee

Following scale will be used to determine the number of lifeguards required at an afterhour's event:

Number of Guests	Number of Life Guards
1-25 Guests	
26-50 Guests	
50-100 Guests	

Is there a requirement to have additional lifeguards more than indicated in the list above for any teenage, college age or any party involving alcoholic beverages?

Yes or No _____ If Yes, How many? _____

Are there any additional requirements of the City for teenage, college age or any party involving alcoholic beverages? _____

20. **Post Labor Day (Optional):** Company will staff Lifeguards to allow for weekend swimming after Labor Day for the first three weekends in September. City will notify Company in writing by August 15th concerning post-Labor Day opening plans. Cost \$_____ per lifeguard hour for the following:

Friday: Two (2) lifeguards 4:00 pm – 8:00 pm until close

Saturday: Two (2) lifeguards from 12:00 pm – 8:00 pm

Saturday Night Swim: Two (2) lifeguards from 8:00 pm – 11:00 PM

Sunday: Two (2) lifeguards from 12:00 pm – 8:00 pm

21. **Contract shall be required:** Successful bidder shall be required to enter into a written contract with the City, which contract shall include the operative terms of the bid response as well as additional non-monetary terms.

G. BID RESPONSE

Proposer to provide the following information with your bid proposal

- Total Bid Amount \$_____
- In addition, please complete:
 - Section #19 (Additional Lifeguards)
 - Section #20 (Post Labor Day Optional)
- Certificate of Liability
- Proof of Business License to work within Louisville Metro / Jefferson County, KY
- Proposers Organizational Chart
- Proposer's Summary of relative work experience and competency
- Proposer's References

The City of Brownsboro Farm reserves the right to reject any and all bids and may elect to waive any minor informality or require additional information to determine Proposer's ability to perform contract.