

COUNCIL MEETING AGENDA REQUEST FORM

COUNCIL MEETING DATE: February 09 2021

SUBJECT/REASON FOR AGENDA ITEM: _____

Temporarily Alcohol Permit Waiver | Open Container Law Waiver

Other: _____

Please be specific about the reason to be on the agenda.

A Resolution to Authorize the Mayor to enter into Contract with USA Pools of Louisiana for Maintenance and Operations of Zemurray Pool. \$ 38,570.00 annually.

Requested By: Purchasing
NAME: Jana Thurman
ADDRESS: _____
PHONE # _____ CELL PHONE: _____
EMAIL: _____ FAX: _____

Please note that the Hammond City Council meets the Second and Fourth Tuesday of the Month at 5:30pm, 312 East Charles Street, Hammond, LA 70401, All requests have to be submitted to the City Council Clerk by the Wednesday prior of the meeting no later than 4:30pm, All requests can be submitted electronically to banks_tm@hammond.org or fax (985) 277-5611. If you have any questions please call (985) 277-5610

BELOW TO BE FILLED OUT BY COUNCIL CLERK

DATE RECEIVED: _____ TIME RECEIVED: _____

Council Clerk: Tonia Banks Agenda Item Number _____

Approved: _____ (Yes) _____ (No)

Remarks: _____

Carlee Gonzales
Council President

Tonia Banks

Date

RFP 21-14
Maintenance and Operations of Zemurray Pool
CITY OF HAMMOND

January 29, 2021
9:00 a. m.

Received (3) Three Proposal:

Companies:	March	April	May	June	July	August	September	Total:
USA Pools of Louisiana	\$3,857.00	\$5,785.50	\$7,714.00	\$7,714.00	\$7,714.00	\$3,857.00	\$1,928.50	\$38,570.00
*Pool Management Inc.	\$1,576.00	\$2,364.00	\$3,152.00	\$3,152.00	\$3,152.00	\$1,576.00	\$788.00	\$15,760.00 *Rejected (Proposal not signed.)
SELA Aquatics LLC	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$0.00	\$78,000.00

Bids were due in by 9:00 a. m. Friday , January 29, 2021.

Present at bid:

Jana Thurman, Purchasing Manager
Krystle Noto, Assistant Purchasing Manager

Proposal # RFP 21-14
Project: Maintenance & Operations of Zemurray Pool
Proposal Open Date: January 29, 2021 9:00 am
Location: PURCHASING
Hammond Web Site: YES **Daily Star Ads:** Jan 5, 12 & 19, 2021

Company Name	Contact Info	Email	Fax	Date
USA Pools USA Management	Alison Abbott Alison@usamanagement.com 877-248-1872 Alison emailed 1/7/21 stating they would be happy to send in a proposal Alison emailed with Questions 1/22/21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP 1/7/21 Reminder 1/25/21
Best Aquatic	Info@bestaquatic.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP 1/5/21 Reminder 1/25/21
United Pools	844-766-5648 Emailed contact online, printed hard copy www.unitedpools.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP 1/5/21 Reminder 1/25/21
Pool Management Inc	Morris Barkley morris@poolmanagementinc.com 855-794-6764 11:52AM 1/15/21 Morris Called with questions concerning the pool, transferred call to Desiree.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP 1/7/21 Reminder 1/25/21
Hfit	Shelly Garner Shelly.garner@hfit.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP 1/05/21 Reminder 1/25/21
SELA Aquatics	Rob Dowie rob@selaaquatics.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP 1/05/21 Reminder 1/25/21



**City of Hammond
Purchasing Department**

**RFP 21-14
"Maintenance and Operations of Zemurray Pool"**

Proposals shall be received by

**Purchasing Department
City of Hammond
310 E Charles St
Hammond LA 70401-3324**

until

9:00 a.m. Friday, January 29, 2021

at which time Proposals shall be opened and read aloud.

Advertisement in the City's Official Journal of Record, *The Daily Star*, to be published:
January 5, 12 & 19, 2021.

Copies of this RFP may be downloaded from the City's website: www.hammond.org.

For additional information or to submit questions or concerns, contact

Purchasing Manager Jana Thurman
985-277-5633 or thurman_je@hammond.org

Rec
1-28-21
2:02 pm

This is the Proposal of:

Date: 1/25/2021

Company: USA POOLS OF LOUISIANA

Section 3 Business/WBE/SBE/MBE/DBE: _____

Address: 1595 Peachtree Pkwy

City: CUMMING **State:** GA **ZIP Code:** 30041

Person to Contact: ALISON ABBOTT

Phone: 877-248-1872 x707 **Fax:** _____

Email: ALISON@USAMANAGEMENT.COM

Your Proposal is important to us.

However, should you choose NOT to submit a Proposal for this project, the City would still ask you to complete this sheet and indicate "No Proposal" for your Proposal Amount. This shall NOT affect your participation in future RFPs, but only serve as a means of verifying you received notification of this RFP.

Section 3 Business/WBE/SBE/MBE/DBE

The City encourages Proposals from Section 3 businesses, Woman Business Enterprises, Minority Business Enterprises, Small Business Enterprises, and other potentially Disadvantaged Business Enterprises. If your company is one of these types of businesses, please indicate "Section 3," "WBE," "SBE," "MBE," or "DBE" in the space provided above.

Nondiscrimination Requirements

By submitting and signing this Proposal, the Proposer agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246 as amended; and the Americans with Disabilities Act of 1990.

The Proposer also agrees to keep informed of and comply with all federal, State, and local laws, ordinances, and regulations which affect the Proposer's employees or prospective employees.

PROJECT SCOPE

The Recreation Department desires to establish a contract with a qualified entity to provide operations and maintenance services that meets HARD's quality and service standards, in order to provide a safe and functional Community Pool that meets the needs and desires of our citizens.

INSTRUCTIONS TO PROPOSERS

General

It is the Proposer's responsibility to review this RFP—including these preliminary pages, the Specifications, any included Drawings, and any future Addenda—and to submit questions or concerns about this RFP as early as possible during the proposal period. Questions or concerns must be submitted to

Purchasing Manager Jana Thurman
985-277-5633 or thurman_je@hammond.org

and shall become part of the Proposer's proposal. Proposer's who do NOT submit questions or concerns shall be assumed to accept this RFP as clear and the RFP process as competitive. Protests of the RFP or RFP process shall NOT be considered after Proposals are opened.

RFPs are advertised in the City's Official Journal of Record, *The Daily Star*, and published to the City's website, www.hammond.org, from which copies may be downloaded.

This RFP has been/shall be so advertised and published.

It is NOT the City's responsibility to ensure Proposers receive a copy or notice of this RFP.

Proposals

Proposals shall be accepted only on the form(s) furnished with this RFP. Substitute, altered, or incomplete forms shall NOT be accepted.

All Proposals must be typed or printed in blue or black ink. Manual corrections are acceptable when they are few and minor and initialed by the Proposer. Uninitiated corrections shall be cause for a Proposal's rejection.

All Proposals must be signed. Failure to sign a Proposal shall be cause for its rejection.

The **RFP Number, Proposer's Name, Proposer's Address, Proposer's Louisiana Contractor License Number, and RFP Opening Date** must be clearly typed or printed on the outside of the Proposal envelope if delivered by mail. Only one (1) Proposal shall be accepted from each Proposer. Alternates shall NOT be accepted unless specifically requested/allowed in the RFP. Proposals may be delivered by mail, fax or email.

Bid Bonds

Normally, Bid Bonds shall NOT be required on materials, supplies, small labor, or annual contracts. If a Bid Bond is required, the requirement/form shall appear in the RFP.

INSTRUCTIONS TO THE SELECTED CONTRACTOR**Liability Insurance Requirements**

At all times during the term of the Contract, the Contractor must maintain and pay for property damage and public liability insurance with limits of at least one million dollars (\$1,000,000) inclusive of bodily injury and property damage for any one occurrence.

Prior to commencing work, the Contractor must file with the City a "certificate of insurance" meeting the aforementioned requirements and listing the City of Hammond as a named insured by added endorsement. Any cost associated with this addition shall, like the cost of the insurance itself, be paid by the Contractor.

The Contractor shall assume the defense of and indemnify and save harmless the City, its Officers, and Agents from and against any and all damages, losses, claims, demands, payments, suits, actions, recoveries, attorney fees, and judgments relating to the Contract.

The Contractor shall be responsible for any and all damages, claims for damages, injuries, or accidents done or caused by the Contractor or the Contractor's employees or resulting from the execution of any work or any operation or caused by reason of existence, location, or condition of facilities or of any materials, supplies, or machinery used thereon or therein or neglect or omission on the Contractor or the Contractor's employees' part or all of the several acts or things required to be done by them under and by these conditions and covenants.

Workers' Compensation Requirements

The Contractor shall pay or cause to be paid all assessments and compensations required by the Workers' Compensation Act. The Contractor shall provide evidence that all assessments and compensations payable to the Workers' Compensation Board up to and including the date of the Contract have been paid. The City may, at any time during the Contract or at the completion of the Contract, require further evidence that such assessments and compensations have been paid.

SPECIFICATIONS

Terms and Conditions

1. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated or make the product/service stronger and more reliable. The apparent silence of these specifications as to any detail or apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the highest quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.
2. Failure to comply with and terms, conditions, or specifications may result in terminations of the subsequent contract.

Minimum Specifications for Maintenance and Operations of Community Pools

1. Operations Service and Schedule
 - a. Contractor will furnish certified Lifeguards and Swim Instructors to operate the H.A.R.D. Pool only during pool hours and during any special event. (i.e. General Operations, Pool Parties, Rentals, Competitive Events, and Aquatic Programs)
 - b. Contractor will regularly participate in professional development and in-service trainings.
 - c. Contractor will perform unannounced audits and live scenario rescues, during the H.A.R.D. Pool Schedule. Contract shall communicate any findings to H.A.R.D., when requested.
 - d. Contractor has the authority to discipline swimmers and any and all other patrons within the Pool Site to their best judgement and sole discretion.
 - i. In event of unruly and refusal to comply patron, the Contractor must submit an Incident Report.
 - ii. In the event of unsafe situation or giving repeated warnings, Contractor reserves the right to temporarily suspend a swimmer's pool privileges and/or ask them to leave the Pool Site.
 - iii. If the Incident Report recommends trespassing or suspending seasonal use of an individual, H.A.R.D. will investigate and rely their findings.
 - e. Contractor must enforce rules and guidelines at the Pool Site to help prevent emergencies or unsafe behaviors. H.A.R.D. recommends following the Model Aquatic Health Code Standards, CDC recommendations, & Louisiana State Regulations.
 - f. Contractor will be given key(s) to access entry gates, chemicals, facilities at Pool Site. It is the Contractors responsibility to ensure that all gates and facilities are locked after the completion of each service.

2. Maintenance and Chemical Usage

a. Contractor will provide services to the Pool Site during the Community Pool Schedule.

i. Service includes:

1. Vacuum, skim, and brush pool walls, tiles, and steps as needed.
2. Test and record, water quality during each visit and add any appropriate chemicals when needed.
 - a. pH 7.2 – 7.8
 - b. Total Alkalinity 60 – 150 ppm
 - c. Calcium Hardness 150 – 400ppm
 - d. Cyanuric Acid <100 ppm
 - e. Combined Chlorine <1.0ppm
 - f. Free Chlorine >1.0ppm
3. Check pressure gauge(s) during each visit and backwash as needed.
4. Check and empty skimmer baskets.
5. Check and empty pump baskets.

b. Contractor will provide repair work and/or supplies for normal operations. In case of emergency or in the event of repairs are out of the general scope of work, the Contractor and H.A.R.D must communicate on the possible remedies.

c. HA.R.D reserves the right to hire another provider/contractor for repair work and/or constructions services.

d. Any chemicals, besides Calcium Hypo, Sodium Hypo, Muriatic Acid, Aluminum Sulfate, & Janitorial Supplies are not to be used at the Pool Site. If there are any other chemicals the Contractor must communicate with H.A.R.D. and receive approval.

e. Contractor shall be responsible for any area damaged by the use of chemicals, outside the scope of work.

3. Equipment and Vehicle Safety

a. Vehicles and trailers are prohibited from entering the Pool Site at all times. They must remain on designated drives and parking areas. If parking lot is not available, vehicles must be parked near the site in a safe manner and in accordance with all local laws and ordinance during each service.

b. Contractor will be responsible for the repair of any damage cause by the Contractor's Employees and/or Equipment to any areas including, but not limited to: fences, rails, gates, concrete paths, parking areas, planted areas, or any other park feature.

c. H.A.R.D shall not be liable for any vandalism, theft, or damages caused to Contractor's Equipment while on H.A.R.D. property.

d. All equipment shall be used and operated in compliance with the manufacturer's recommended safety guidelines.

4. Litter and Facility Services

a. Contractor is responsible to pick up typical trash from all areas included in the scope of work, during the Community Pool Schedule and deposit into H.A.R.D trash containers locate on-site at the Pool Site.

- b. Contractor is responsible to clean all areas included in the scope of work, during the Community Pool Schedule.
 - i. Cleaning Includes:
 - 1. Sweeping Facilities, as needed.
 - 2. Mopping Facilities, as needed.
 - 3. Trash Removal from Facilities
 - c. H.A.R.D. will supply cleaning equipment and janitorial supplies. Contractor will request and communicate the need for any supplies for Normal Operations before item is out of stock.
- 5. Facility Closures
 - a. Contractor reserves the right and has the authority to close the Pool Site, during the Community Pool Schedule. Contractor may close the Pool Site due to an emergency situations or unsafe conditions arise. (i.e. Inclement Weather, Evacuations Orders, Equipment Issues, etc.)
 - i. If Pool Site is closed for that date or any extended period of time, the Contractor must submit a notification to H.A.R.D within (1) hour of decision.
 - ii. If conditions prevent service to the Pool Site, no charge or reduced charge shall be made to the contract for that service date.
- 6. Additional Communication and Payments of Fees
 - a. Contractor shall Invoice H.A.R.D. monthly after services have been rendered/completed.
 - i. Invoice Requirements:
 - 1. Cost of Pool Site
 - 2. Brief 2-3 sentences of Services Provided.
 - 3. Include a Line for any credits received due to closures.
 - 4. Total Cost.
 - 5. All invoices are Net 30, upon receipt of invoice.
 - ii. If no notification is received from H.A.R.D., within the specified timeframe following H.A.R.D. receipt of Invoice from the Contractor, the Contractor shall assume that the service is expected.
 - b. H.A.R.D. shall have access to Pool Site to verify the quality and quantity of work performed.
 - c. Contractor shall resolve any substandard conditions within forty-eight (48) hours of notification from HA.R.D.
 - d. Contractor must have an active line of communication in order to receive and send information regarding services.

Proposer agrees to deliver services described by the Proposal Specifications for the sum indicated: Amounts shall be shown in words and digits, In case of discrepancy, words shall govern.

Price per Month Pool Management

March 2021 THREE THOUSAND EIGHT HUNDRED FIFTY-SEVEN DOLLARS

(\$ 3,857.00)

April 2021 FIVE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS 50/100

(\$ 5,785.50)

May 2021 SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS

(\$ 7,714.00)

June 2021 SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS

(\$ 7,714.00)

July 2021 SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS

(\$ 7,714.00)

August 2021 THREE THOUSAND EIGHT HUNDRED FIFTY-SEVEN DOLLARS

(\$ 3,857.00)

September 2021 ONE THOUSAND TWENTY-EIGHT DOLLARS AND 50/100

(\$ 1,928.50)

Signature of Proposer Alison Abbott

Company Name USA POOLS OF LOUISIANA

3,857.00 +
5,785.50 +
7,714.00 +
7,714.00 +
7,714.00 +
3,857.00 +
1,928.50 +
38,570.00
Total \$ 38,570.00