



The City of  
**WORCESTER**

Administration & Finance – Purchasing Division  
Christopher J. Gagliastro, MCPPO – Purchasing Director  
455 Main Street, Room 201, Worcester, MA 01608  
P | 508-799-1220  
[purchasing@worcesterma.gov](mailto:purchasing@worcesterma.gov)  
[www.worcesterma.gov](http://www.worcesterma.gov)

**Christopher J. Gagliastro, MCPPO**  
**Purchasing Agent**

**RFP NO. CR-8137-W4**  
**ISSUANCE DATE: 1/17/2024**

**BUYER: Christopher J. Gagliastro**

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER  
REQUEST FOR PROPOSALS  
NOTICE TO PROPOSERS**

**RFP TITLE: Aquatic Facilities Staffing Services / DPWP**

***REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION***

**General Conditions:**

All proposals are subject to the terms, conditions and specifications herein set forth:

1. **Scope: Provide aquatic facilities staffing services (pools & beaches) as per the attached requirements and specifications of the Department of Public Works & Parks for a period from date of contract through December 31, 2026.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 27
4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

**Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.**

**Any inquiries related to technical or contractual matters must be submitted in writing to:**

**Christopher J. Gagliastro, MCPPO  
Purchasing Director  
City of Worcester, City Hall  
455 Main Street, Room 201  
Worcester, MA 01608  
[gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
  - a) The word "City" means The City of Worcester, Massachusetts.
  - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
  - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
  - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A virtual vendor conference will be held as follows: February 7, 2024 at 10:30 AM see specifications for further detail on locations
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
  - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.

28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or

its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

## **SUBMISSION OF PROPOSALS**

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the proposal of evaluation considerations.*

A sealed package containing **the original and 3 copies (plus one PDF copy on USB Flash Drive)** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester**

**Aquatic Facilities Staffing Services / DPWP – Technical Proposal**

**455 Main Street, Room 201  
Worcester, MA 01608**

**Re: RFP No. CR-8137-W4**

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester**

**Aquatic Facilities Staffing Services / DPWP - Price Proposal**

**455 Main Street, Room 201  
Worcester, MA 01608**

**Re: RFP No. CR-8137-W4**

*Cost proposal pages are located at the end of these specifications.*

**Proposals must be delivered no later than Wednesday, February 22, 2024 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.*** The City of Worcester is not responsible for submittals not properly marked.

The technical and price proposals will remain confidential until a formal and finalized contract has been executed.

## **RFP EVALUATION**

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.



GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
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KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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Business Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_

(3) If a Corporation

Full Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Qualified in Massachusetts? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_  
Street P.O. Box

City/Town State Zip

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_  
Street P.O. Box

City/Town State Zip

Telephone No. \_\_\_\_\_

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_  
Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts \_\_\_\_\_  
Street P.O. Box

City/Town State Zip

Telephone No. \_\_\_\_\_

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder \_\_\_\_\_

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

\_\_\_\_\_  
Name of Person Signing Bid

\_\_\_\_\_  
Signature of Person Signing Bid

\_\_\_\_\_  
Company

No award will be made without vendor certification of the above.

**ALL PROPOSAL SUBMISSIONS MUST INCLUDE THE ABOVE CERTIFICATION.**

**REQUEST FOR PROPOSAL**  
**AQUATIC FACILITY STAFFING OF**  
**PUBLIC POOLS AND BEACHES**

REQUESTED BY:

**THE CITY OF WORCESTER**  
**DEPARTMENT OF PUBLIC WORKS and PARKS**  
**PARKS, RECREATION and CEMETERY DIVISION**

50 OFFICER FAMILIA WAY  
WORCESTER, MASSACHUSETTS 01605

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **SECTION 1 - PROFESSIONAL AQUATIC STAFFING CONTRACT REQUEST FOR PROPOSAL SPECIFICATIONS**

- **OVERALL SCOPE OF SERVICES**

The City of Worcester “CITY” is soliciting proposals for the complete professional Aquatic Staffing of Public Aquatics Facilities Pools and Beaches) for all municipal pools and beaches for the period beginning on the date of contract signing and ending December 31, 2026, if funding is available. The scope of services to be performed herein consists of the professional aquatic facility lifeguard and gatekeeper staffing of city-owned pools and beaches currently consisting of a single pool and four beaches with the possibility of additional facilities in the future. The Commissioner of D.P.W. and Parks “COMMISSIONER”, or designee, is responsible for overseeing the professional aquatic staffing of Public Aquatics on behalf of the CITY.

The Contractor will be responsible for all necessary licenses, certifications and permits required by any agency in carrying out the specifications set forth herein.

All financial records pertaining to the professional aquatic staffing of public aquatics of the City facilities by the Contractor may be audited, upon the request of the COMMISSIONER, or designee by the City’s outside auditing firm, the City Auditor, or designee, or other authorized representative of the City. Further the City reserves the right to obtain annual financial statements from the Contractor.

The CITY strongly urges all prospective Contractors to inspect the current facilities prior to submitting a proposal. It is understood that all proposals are based on accepting facilities “as is.” Prospective Contractors may view the facilities during the scheduled site visit.

City of Worcester  
Aquatic Facility Staffing of Public Pools and Beaches

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**A non-mandatory site visit will be held:**

**February 7, 2024 at 10:30 AM**

**Crompton Park Pool Restroom and Lifeguard Building  
50 Canton Street  
Worcester, MA 01610**

**Shore Park Beach Restroom and Lifeguard Building  
115 Shore Drive  
Worcester, MA 01606**

**Bell Pond Beach Restroom and Lifeguard Building  
190 Belmont Street  
Worcester, MA 01605**

**Coes Pond Beach Restroom and Lifeguard Building  
200 Mill Street  
Worcester, MA 01602**

**Indian Lake Beach  
34 Sherburne Avenue  
Worcester, MA 01606**

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **SECTION 2 - PROFESSIONAL AQUATIC STAFFING CONTRACT MINIMUM CRITERIA**

1. Contractor Experience / List of Contracts:

- A. The prospective contractor must have the specified requisite background and experience in the professional aquatic staffing of municipal, non-profit (YMCA, JCC ETC), college/ university, private membership, commercial facility and/or other pools as defined in the Commonwealth of Massachusetts Minimum Standards for Swimming Pools (except for residential pools) as per these specifications and or the Commonwealth of Massachusetts Minimum Standards for Bathing Beaches as per these specifications. For the purposes of this solicitation contracts/experience in the lease or contract management of aquatic facilities, where such contracts include the provision of professional aquatic staffing services, shall be considered as fulfilling the experience requirements.

**The contractor shall provide, as part of this submission on Submittal Form A – Professional Aquatic Staffing Contracts (Attach additional sheets as necessary) a list of all contracts where it has provided professional aquatic staffing services within the previous five (5) years.** This list is to include aquatic facility name, address, dates in which the contract was held, and contact phone numbers of person to whom the contractor reported to. This listing of facilities shall be used as a means to, not only determine the contractor's expertise in the area of aquatic facility staffing, but further as a listing of clients that may be called as a reference.

2. Contractor Reference List:

- A. The contractor shall provide, **as part of the proposal submission**, a list of professional aquatic industry references (a minimum of (3) three) in Submittal Form B – Aquatic Industry References (Attach additional sheets as necessary) including company name, contact name, address, and telephone numbers.

3. Contractor Resumes Certified Aquatic Professional:

- A. The contractor shall provide, **as part of the proposal submission**, the resumes of certified aquatic personnel in Submittal Form C – Resumes Certified Aquatic Professional (Attach additional sheets as necessary) as per section 4 Aquatic Personnel.

4. Contractor Resumes Off Site Personnel:

- A. The contractor shall provide, **as part of the proposal submission**, the resumes of off-site personnel in Submittal Form D – Resumes Off Site Personnel (Attach additional sheets as necessary) to identify company staff who will be involved in the management of this contract.

5. Insurance Certification:

- A. The contractor shall provide, **as part of the proposal submission**, a copy of the contractor's insurance policy that meets or exceeds the requirements set forth in Appendix A – Insurance Requirements.

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **SECTION 3 - PROPOSAL REVIEW EVALUATION**

- **GENERAL INFORMATION**

The review committee will review each proposal to ensure that the submission requirements outlined above as well as all minimum evaluation criteria have been met. For those proposals that have met the minimum criteria, the committee will further evaluate them using the comparative evaluation criteria noted below.

- **COMPARATIVE EVALUATION CRITERIA**

Each proposal meeting the minimum evaluation criteria shall be further evaluated and rated according to the comparative evaluation criteria to determine the relative merits of each proposal. The review will cover the criteria listed below. Within each category, the degree to which the proposal satisfies the stated criteria shall be reviewed and rated on a system of “highly advantageous”, “advantageous”, and “not advantageous”.

1. **References from professional aquatic maintenance contracts:**

Provide a completed Submittal Form A - Professional Aquatic Staffing Contracts in addition to the following required submissions. The City reserves the right to contact references to further determine whether the proposed Contractor is a responsible and responsive bidder. (as defined by M.G.L. c.30B, s. 2).

***Highly Advantageous:*** Proposal includes greater than three (3) Professional Aquatic Staffing Contracts reflecting an overall positive operation of aquatic facilities. Submittal Form A - Professional Aquatic Staffing Contracts is complete and all the information is current as well as a letter of reference that demonstrate an overall satisfaction with the Contractor and the letter references expressly demonstrate that the organization submitting the letter would re-hire the Contractor.

***Advantageous:*** Proposal includes three (3) Professional Aquatic Staffing Contracts reflecting an overall positive operation of aquatic facilities. Submittal Form A - Professional Aquatic Staffing Contracts is complete and all the information is current as well as a letter of reference that demonstrate an overall satisfaction with the Contractor and the letter references expressly demonstrate that the organization submitting the letter would re-hire the Contractor.

***Not Advantageous:*** Proposal includes less than three (3) Professional Aquatic Staffing Contracts reflecting an overall positive operation of aquatic facilities. Submittal Form A - Professional Aquatic Staffing Contracts is complete and all the information is current as well as a letter of reference that demonstrate an overall satisfaction with the Contractor and the letter references expressly demonstrate that the organization submitting the letter would re-hire the Contractor.



# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### 2. References from vendors and industry professionals.

Provide a completed Submittal Form B – Aquatic Industry References. The City reserves the right to contact references to further determine whether the proposed Contractor is a responsible and responsive bidder. (as defined by M.G.L. c.30B, s. 2).

***Highly Advantageous:*** Proposal includes greater four (4) positive references from vendors and other industry references that have done business with the Contractor.

***Advantageous:*** Proposal includes the minimum of three (3) positive references from vendors and other industry professionals that have done business with the Contractor.

***Not Advantageous:*** Proposal includes less than the minimum of three (3) positive references from vendors and other industry professionals that have done business with the Contractor.

### 3. Company Contract Experience

Experience in staffing aquatic facilities of similar size and complexity to the City of Worcester facilities. Similar size and complexity of Worcester facilities as defined in Appendix B.

***Highly Advantageous:*** 10 or more years of experience of similar size and scope

***Advantageous:*** 5 to 9 years of experience of a somewhat similar size and scope.

***Not Advantageous:*** Less than 5 years of experience with limited size and scope.

### 4. Staff Certification

Staff to include the following: Certified Pool Operator (National Swimming Pool Foundation), Pool Operator (YMCA), Aquatic Facility Operator (NRPA) or from any other organization providing equivalent training, as well as Lifeguard training from the American Red Cross, American Heart Association, YMCA, Boys and Girls Club of America or other subject to the approval of the Commonwealth of Massachusetts and Commissioner. See Section 4 for further details on staff certifications requirements.

***Highly advantageous:*** Certification of three or more staff with a minimum of five (5) plus years working in the staffing department of an aquatic facility of similar size and scope.

***Advantageous:*** Certification of two or more staff with a minimum of five (5) plus years working in the staffing department of an aquatic facility of similar size and scope.

***Not Advantageous:*** Certification of one staff with less than five (5) years working in the staffing department of an aquatic facility of similar size and scope.

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### 5. Written Operational Plan (Plan of Service)

Contractor must submit as part of this proposal, a plan of service. This plan must include, at a minimum, all services outlined in this request for proposals. See Section 5 for further requirements of the written operational plan.

***Highly Advantageous:*** Plan exceeds the scope of all work duties and responsibilities and includes but not limited; descriptions of how site visits from additional personnel will be handled, how staffing will be developed, daily cleaning schedules, a listing of equipment that will be used within the facility (further judged by the quality of this equipment), a listing of minimum staff on site and hours to be worked, any safety protocols and program, and any work beyond the scope listed in the specification. A highly advantageous rating shall be judged as a superior written plan of services.

***Advantageous:*** Plan meets scope of all work duties and responsibilities with appropriate staffing and clearly demonstrates equipment that will be used at the facility (further judged by the quality of this equipment) and list additional work beyond the scope listed in the specification. An advantageous rating shall be judged as an adequate written plan of services

***Not Advantageous:*** Plan does not clearly demonstrate how the contractor will meet the scope of work listed in this specification and does not provide adequate services. A not advantageous rating shall be judged as not meeting the minimum standards and provides less than the required coverage.

### 6. Staff Recruitment

Contractor employs experts in the area of lifeguard recruitment as well as pool and beach management

***Highly advantageous:*** Contractor has more than one (1) staff that meets this requirement.

***Advantageous:*** Contractor has one (1) staff that meets this requirement.

***Not Advantageous:*** Contractor does not have staff that meet this requirement.

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **SECTION 4 – PROFESSIONAL AQUATIC PERSONNEL**

Enclosed are the key staffing required by this contract. A certified aquatic professional (Director) shall be the head of all site staff and shall be the direct liaison between the staffing contractor and the City. At the start of the contract a clear table of organization shall be laid out to determine who is in charge in the absence of the Director. That person shall be either an assistant or other staff with proper certification. Please submit a table of organization that clearly identifies the chain of command within company.

- **CERTIFIED AQUATIC PROFESSIONAL**

The contractor must employ a qualified Aquatic Professional (Director) that is Certified as a Certified Pool Operator (National Swimming Pool Foundation), Pool Operator (YMCA), Aquatic Facility Operator (NRPA) as well as Lifeguard training from the American Red Cross, American Heart Association, Boys and Girls Club of America, YMCA or other from any other organization providing equivalent training, and subject to the approval of the Commonwealth of Massachusetts and the Commissioner or designee, to work on-site or supervise (available during scheduled operating hours) on a daily basis throughout the contract period. Written notice must be given to the Commissioner if the Certified Aquatic Professional (Director) will be absent from their duties or if a replacement will be onsite. The Certified Aquatic Professional (Director) may be an officer or a current employee of the contracting company, or a person who has reached an agreement in writing to join the contracting company.

(a) MINIMUM PROFESSIONAL QUALIFICATIONS

1. A minimum of four (4) years' experience as a Certified Aquatic Professional (Director) in the successful execution of staffing contracts for aquatic facilities at municipal, non-profit (YMCA, JCC ETC), college/ university, commercial and/or private membership pool and beach – OR- A two-year college degree from a recognized college or university and a minimum of two (2) years' experience ) in the successful execution of staffing contracts for aquatic facilities at municipal, non-profit (YMCA, JCC ETC), college/ university, private membership, commercial, and/or other pool and beach as defined in the Commonwealth of Massachusetts Minimum Standards for Swimming Pools (except for Residential Pools), minimum standards for bathing beaches and Minimum requirements for personal flotation devices
2. The Certified Aquatic Professional shall possess a valid certification as identified as a Certified Pool Operator (Pool and Hot Tub Alliance - PHTA), Pool Operator (YMCA), or Aquatic Facility Operator (NRPA) as well as Lifeguard and waterfront training from the American Red Cross, American Heart Association, Boys and Girls Clun of America, YMCA or other or from any other organization providing equivalent training, subject to the approval of the Commonwealth of Massachusetts. A photocopy of this certification must be submitted as part of the proposal with updates submitted by April 1<sup>st</sup> of each contract year. Further the Certified Aquatic Professional must possess a valid driver's license; a copy must be submitted by May 1<sup>st</sup> of each contract year with updates submitted by May 1<sup>st</sup> of each contract year.

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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3. The Certified Aquatic Professional (Director) shall be responsible for knowing and fulfilling all applicable local, state, and federal laws and regulations concerning the use, maintenance, staffing and operation of a municipal pools and beaches including the storage of supplies, posting notification requirements as well as Right to Know laws. The director shall immediately advise the Commissioner or designee of any changes in laws as they may affect the use of the pool or beaches. In addition, the director shall keep accurate and complete staffing and usage records. Such records shall be readily available for inspection by the Commissioner or designated agent.
  4. If the Certified Aquatic Professional (director) named is not an officer or a current employee of your company, a copy of his/her written agreement to join your company within ten (10) days contingent upon the contract award must be submitted with this proposal. Attach the resume and any letters of recommendation for the Certified Aquatic Professional (director) and complete Submittal Form C – Résumé of the Certified Aquatic Professional (director), as part of this proposal.
- **STAFFING EXPERTS IN SPECIFIC AQUATIC MAINTENANCE**

The contractor must employ experts in the areas of lifeguard recruitment as well as pool and beach management. It is expected that these experts make an annual visit as part of this contract to the facilities to review to identify issues/concerns and to make written recommendations to the Certified Aquatic Professional (Director) and Commissioner for improvements to the facilities.

### **SECTION 5 - GENERAL AQUATIC MAINTENANCE PROVISIONS**

- **WRITTEN OPERATIONAL PLAN (PLAN OF SERVICE)**

The prospective contractor shall prepare a written maintenance plan with a daily schedule in sufficient detail to demonstrate how the aquatic facilities will be completely staffed in a first class, professional manner. The prospective contractor shall submit job descriptions for all proposed positions as part of the written plan. The aquatic facilities in its entirety shall be maintained during operating hours to keep the appearance of well-maintained and high-quality facilities. This plan shall address (but not be limited to) such topics as maintenance of buildings and grounds within any fenced in area of each facility and sand area of each beach, including but not limited to, restrooms, changing rooms, storage areas, lifeguard area, lifeguard chairs, ADA lifts, spray features, facility infrastructure, trash, debris, and all other areas in and around each facility (Site maps are attached). The city will have each building and the grounds around it cleaned (trash removed, fixtures cleaned, and area picked up) before opening each day. The city will supply all paper products, but the contractor will be responsible for refilling paper product holders as necessary during operating hours. This document shall outline (but not be limited to) staffing levels at each facility (daily schedule) and should list all the equipment (supplied by the contractor) that will be used to meet the specifications of this document, city, state, and federal laws. This written plan shall include a checklist/log for opening, closing, a daily attendance log, daily maintenance log, equipment to be supplied by the contractor examples include but not limited to (first aid kits, lifeguard rescue tube, backboards, rescue rope, AED units, whistles, shepherd hooks, concrete blocks to secure swim buoys & rope, swim area buoys at beaches, swim rope with floats every three (3) feet, etc.) at each facility as required. The following is the approximately length of rope (not counting rope needed to tie down to concrete blocks estimated at approximately three hundred (300) feet in total) and number of floats & buoys for each location: Shore Park - three hundred

## City of Worcester

### Aquatic Facility Staffing of Public Pools and Beaches

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(300) linear feet of rope with one hundred (100) floats & two (2) swim buoys, Indian Lake Beach - three hundred (300) linear feet of rope with one hundred (100) floats & two (2) swim buoys, Coes Pond – four hundred and Fifty (450) linear feet of rope with one hundred and fifty (150) floats & two (2) swim buoys, Bell Pond – two hundred & twenty-five (225) linear feet of rope with seventy-five (75) floats & two (2) swim buoys, Crompton Park Pool – seventy -five (75) linear feet of rope with twenty-five (25) floats. Additionally, each plan must identify how the beach accessible chair will be utilized during operating hours. The accessible chair must be clearly visible and available during all operating hours. This written plan and check list will become the working document directing the Contractor's aquatic staffing practices and will be made a part of the contract between the CITY and the selected contractor. This plan must meet the minimum technical specifications for aquatic facility staffing as identified in local, state, and federal regulations as well as the Model Aquatic Health Code. Additionally, this written plan needs to include a certification binder (of all staff supplied by contractor), Emergency Action Plan, Media relations plan, Maintenance Log, SDS binder for all required chemicals (Safety Data Sheets), ADA Compliance Binder (inspections must be completed as required by the act or at least once a week), OSHA compliance binder and any other requirement by any local, state, or federal rule, regulation, or law. The contractor shall also have a binder for the Model Aquatic Health Code. These binders may be combined into a single binder. There must be a single copy of this binder, located in the lifeguard/staff room. This plan will require approval and may be modified from time-to-time with the written approval of the Commissioner or designee. Examples of possible forms can be found in the Pool and Hot Tub Alliance – Certified Pool and Spa Operator handbook or lifeguarding materials.

- **EQUIPMENT STORAGE**

The contractor will be able to keep all the required staffing equipment and supplies at the designated building at each aquatic facility after the CITY has identified the required space needed for their equipment and supplies. The contractor shall clearly mark all equipment they bring onto each site. Equipment not clearly marked shall become property of the City of Worcester at the end of the contract. At the beginning and ending of each new season the contractor shall supply owner with a list of their equipment and shall update owners list as new equipment is delivered to each site. At the termination of this contract, all equipment and supplies owned by the contractor shall be removed from the site within ten (10) days after the termination date. In the event that the contractor becomes insolvent or is relieved of the contract for any reasons, the equipment and supplies shall be used by the City of Worcester to carry out the aquatic facility staffing work.

If the contractor leaves chemicals or other supplies that are considered hazardous the contractor shall be solely responsible for the removal of said hazardous material.

- **FACILITY SAFETY**

It is the sole responsibility of the contractor to provide all required and necessary safety equipment and facility safety features including but not limited to eye wash, first aid equipment, AED, all personal protective equipment (PPE) etc. for Contractors staff. At no time shall the Contractor block access to these required/necessary safety equipment and facility safety features. If at any time the City identifies a safety issue related to the contractors use or staffing of a facility, the Contractor shall be fined \$500.00 per incident on a per day basis, if not corrected within the time frame set by the City. (A time frame will be set based on the safety needs of each site) If an issue is not corrected as required, compounding fines will be assessed at \$500.00 per day. All fines will be deducted from the contractor's pay application.

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## Aquatic Facility Staffing of Public Pools and Beaches

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- **FACILITY CLOSURES**

It is the sole responsibility of the contractor to update all necessary signage/posting upon a closure of a beach or pool for treatment, weather, or water quality issue. The contractor shall staff a closed site during regular operating hours with two (2) staff to advise and ensure visitors do not enter the water.

- **STAFFING OF ENTIRE AQUATIC FACILITY (POOL AND BEACH) PROPERTY'S**

It is the sole responsibility of the contractor to provide the complete and thorough staffing of the aquatic facilities in a professional and satisfactory manner (See Appendix B – Description of Premises I). This will include but is not limited to supplying lifeguard staff, gate keeper staff and maintenance staff, general maintenance of buildings and grounds within each facility during operating hours, including but not limited to, restrooms, changing rooms, storage areas, lifeguard area, lifeguard chairs, ADA lifts, trash, and all other areas in and around each facility. It is the contractor's responsibility to immediately identify and advise the city of graffiti from the interior and exterior of all buildings and facilities. It is the contractor's responsibility to empty trash barrels and fill paper product holders as required. The contractor is responsible for damage to the buildings within the aquatic facility by his/her personnel and/or equipment. The contractor shall provide all equipment needed to maintain each aquatic facility per the contract specifications and shall be responsible for securing the facility each day. The city will supply trash bags and paper products for all sites. Contractor shall supply a salary schedule for each position that they plan to hire for and the determination of what an employee will be paid must be at or above minimum wage. Contractor shall also give Worcester residents that meet the certification requirements hiring preference.

- **STAFFING AND MAINTENANCE OF RESTROOMS, LIFEGUARD AND STAFF FACILITIES**

It is the sole responsibility of the contractor to provide hourly inspections and cleanup, if necessary, during operating hours of all restrooms and lifeguard facilities at all listed locations in a professional and satisfactory manner (See Appendix D – Description of Premises III). This will include but is not limited to restrooms, changing rooms, storage areas, lifeguard area, ADA chairs, showers, toilets, water fountains, any paper product holder, facility infrastructure, trash, and all other areas in and around each facility, including the raking of each beach daily. Additional training may be required through the Lakes and Ponds Program on install and removal of geese fence. It is the contractor's responsibility to immediately advise the city of graffiti from the interior and exterior of all buildings and facilities. The contractor is responsible for damage to the buildings within the aquatic facility by his/her personnel and/or equipment. The contractor shall provide all equipment needed to safely manage each aquatic facility per the contract specifications and shall be responsible for securing the facility each day. Contractor shall supply a Supervisor and vehicle each day to visit each site a minimum of 4 times a day, checking in on staff and ensuring all safety requirements are being met.



# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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- **SWIM LESSONS**

It is the sole responsibility of the contractor to supply swim lessons (examples include YMCA or equal - Swim Starter and Swim Basics) at all facilities between 9:30am and 11:30am Monday – Friday. Contractor shall charge a fee that is paid by the participant for these swim lessons as approved by the Commissioner or designee. The cost of a swim lesson must be noted on the Price Proposal page. The City of Worcester (if approved) will pay for these lessons as part of a separate invoice as identified on the price proposal page.

- **MATERIALS**

It is the sole responsibility of the contractor to provide all materials, including, but not limited to such items as first aid kits, lifeguard rescue tube, chairs, umbrellas, sunscreen, backboards, rescue rope, AED units, whistles, shepherd hook, concrete blocks, swim area buoys at beaches and blowers at each facility during operating hours. Further the contractor is responsible for proper storage of any and all equipment in accordance with Massachusetts General Laws, O.S.H.A. regulations and/or all other governing agency.

- **CONTRACTOR LIABILITY FOR DAMAGE**

The contractor is liable for any and all damage done to the aquatic facility and the entire area around the facility through by staff assigned to a facility, the contractor shall immediately address and repair damage. Un-repaired damage may be fixed by the city and charged off to the contractor. In addition, the contractor is also liable for personnel and equipment damage to the facility while under contract. The contractor shall use suitable equipment to prevent such damage.

- **TRASH/LEAF/DEBRIS REMOVAL**

It is the sole responsibility of the contractor to provide policing and storage of all litter and rubbish during operational hours from each aquatic facility grounds, restroom, lifeguard areas, and staff facilities. A scheduled walkthrough with owner shall be conducted at each site once per week or as requested by the owner.

- **POOL AND BEACH OPENING AND CLOSING**

It is the sole responsibility of the contractor to provide initial and daily cleaning of each facility during operating hours. The contractor shall dispose of all debris in identified storage areas for pickup later in the day by the City. Additionally, the contractor shall be responsible for full opening including but not limited to cleaning of facility, supplying of all equipment, and required paperwork as well as removal as needed during facility shutdown.

- **RESTROOMS, LIFEGUARD AND STAFF FACILITIES OPENING AND CLOSING**

It is the sole responsibility of the contractor to provide for the remove of debris and all other items from the buildings every day during the aquatic season. The contractor shall dispose of all debris in identified storage areas for pickup later in the day by the City.

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## Aquatic Facility Staffing of Public Pools and Beaches

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- **EMPLOYEE BEHAVIOR AND DRESS**

All the contractor's personnel must be uniformed in like clothing. Permanently stained clothing shall be replaced. All personnel shall always have a neat appearance. All employees must wear clothing suitable for the season. All personnel shall wear bathing suits, shirts and shoes when required or as required by OSHA, local, state, or federal law. Courteous behavior by the contractor and all personnel to the public is always required. Contractor shall not have alcohol, tobacco, drugs, firearms, or other weapons on their person while at a facility.

- **SAFETY**

The city will supply a landline phone and a portable radio for each location. The contractor shall supply a cell phone for each location. Proper safety equipment will be always available for workers and costs will be borne by the contractor. It is the responsibility of the contractor and not the city to ensure that all safety equipment is updated, available, maintained and properly stored. It is the contractor's responsibility to meet all Massachusetts General Laws, O.S.H.A. regulations and/or all other governing agency safety requirements while properly training the employees in safety and the proper use of all equipment. The contractor will have a safety officer (either a company employee or a contracted company) review all sites before opening, identify any issues and address said issue before each facility is opened for the season. The contractor will have the safety officer schedule a review of all sites with the City of Worcester before the opening of facilities. The contractor will then have this safety officer visit all sites at least two (2) additional times during the operating season.

- **RIGHT TO CLOSE AQUATIC FACILITY**

With the approval of the Commissioner or designee, the contractor has the right to close or delay the opening of an aquatic facility or any part thereof to make repairs or because of inclement weather conditions. The Commissioner or designee with advice from the contractor, has the sole discretion as to when the aquatic facility is deemed unfit for use. The contractor shall have all staff arrive for duty even if swimming may not be possible at the time of arrival. Staff will stay, be assigned minor maintenance work, and work a minimum of four (4) hours. The city will make the decision if a facility or all facilities will close due to repairs or weather. If a facility is closed for any reason, the contractor shall have a minimum of two (2) staff at the facility from standard opening to standard closing times.

- **WEEKLY WORK SCHEDULES**

It is the sole responsibility of the contractor to provide a weekly schedule of work to the Commissioner or designee one week prior to the date the schedule starts. This schedule will allow the Commissioner or designee to discuss work scheduled showing how the contractor proposes or is to staff the facilities in a satisfactorily condition for use by the public in accordance with the contractor's written maintenance plan. This shall include after hour calls for emergencies and unforeseen shutdowns.

A scheduled walkthrough with owner shall be conducted at each site once per week or as requested by the owner.



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## Aquatic Facility Staffing of Public Pools and Beaches

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- **PAYMENTS TO CONTRACTOR**

Payments to the contractor for work that is satisfactorily performed as approved by the Commissioner or designee will be made monthly during the period that pools and beaches are open by the City. The City reserves the right to receive a credit and/or hold back payment for work not performed or for work not performed satisfactorily according to the requirements set forth herein. The invoice shall identify each facility and the related chargers for each. All payments must include all backup documentation before payment is approved including but not limited to labor cost by staff. The city may hold a retainage of 5% of each invoice until all facilities are closed for the season and documentation is given to the city. The City reserves the right to request any additional information necessary to determine the validity of a payment.

- **NOTICE CONCERNING DEFICIENCIES**

In the event that any deficiencies of contractual obligations by the contractor occur, which in the sole determination of the City of Worcester needs to be corrected, notice will be given to the contractor by the city that said deficiency exists and must be corrected immediately by the contractor. If at any time a deficiency is identified the contractor shall deal with each individually and each may be subject to a fine of \$500.00 individually per incident on a per day basis. If an issue is not corrected as required, compounding fines will be assessed at \$500.00 per day. All fines will be deducted from the contractor's pay application.

- **INVOICING AND PAYMENTS:**

The contractor shall send the City each January a breakdown of yearly costs separated by FY:

Cost of opening and operation	January 1- June 30
Cost of operation and closing	July 1 – December 31

- **DAILY MONITORING**

It is the sole responsibility of the contractor to provide for daily monitoring of each aquatic facility, and restroom/ lifeguard staff facilities as required by the Virginia Graeme Baker Pool and Spa Safety Act (15 USC 8001), the Commonwealth of Massachusetts (105 CMR 435.00), the Commonwealth of Massachusetts (105 CMR 445.00), the City of Worcester Health Department, any/all governing organizations, and the Model Aquatic Health Code. The contractor shall make written notice of any problems or damage and report them to the Commissioner or designee. The contractor is instructed to contact the Commissioner or designee and the police/fire as is necessary to protect personnel and to protect all facilities. The Contractor shall secure any and all access points including perimeters for each facility, which may occur due to vandalism or accident. Contractor shall immediately contact owner for further guidance and final repair.

- **DAILY SUPERVISION**

It is the sole responsibility of the contractor to diligently supervise work daily and must correct all deficiencies as they occur, reporting same to the Commissioner or designee. The contractor shall be on call every day, including nights and weekends, and is required to attend meetings when called on for aquatic facilities under their control. The contractor shall have experienced working personnel, the qualifications of whom may be verified by the Commissioner or designee.

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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- **CANCELLATION CLAUSE**

The city reserves the right to cancel this contract at any time in the event of default or violation by the contractor of any of the provisions of this contract.

- **END OF SEASON REVIEW**

A final inspection by the contractor and the city of all system components and infrastructure prior to the end of the season will be made to ensure that all equipment is fully operational. The Contractor shall submit certified and signed documents stating that all equipment, infrastructure, and supplies are in working order as designed and approved by the manufacturer. Any equipment needing repair that is determined to be the result of improper management will be charged back to the contractor.

### **SECTION 6 - SPECIFIC STAFFING PROVISIONS**

- **OPENING OF EACH FACILITY (COMPLETELY):**

The Contractors responsibility shall include but is not limited to the following:

1. Certified Aquatic Professional (Director) shall use an opening inspection sheet (as developed by the Contractor and approved by the City) to log/record all required information as required by the Commonwealth of Massachusetts or any other regulatory agency
2. Remove all equipment/supplies and install as necessary
3. Inspect and ensure all required safety equipment and safety features are working properly and accessible
4. Provide an opening report to the CITY, of all work completed.
5. Provide a full staffing report to the city.

- **GENERAL SERVICES (CERTIFIED POOL SERVICES) AT EACH FACILITY (COMPLETELY):**

The Contractors responsibility shall include but is not limited to the following:

1. Provide staffing to operate a pool and four (4) beaches for approximately 55 – 60 days starting the end of June to the beginning of July of each year as identified by the Commissioner or his designee. All facilities will operate from 12:00 noon to 7:00 PM each day, seven days a week until the 55 – 60 days are met, or the Commissioner or designee identifies another ending day.
2. Provide a Certified Aquatic Professional (Director) to visit the aquatic facilities daily and inspect the facility to ensure it is within proper code parameters least four (4) times per day, each visit must be documented in the weekly report identifying day and time of each visit. This log must be part of the facility log mentioned previously.
3. Certified Aquatic Professional (Director) shall use an inspection sheet (as developed by the Contractor and approved by the City) to log/record all required information as required by the Commonwealth of Massachusetts or any other regulatory agency this list shall include but is not limited to (temperature, weather conditions, issues, staffing and code compliant safety items).
4. Provide lifeguards at each facility as per the Commonwealth of Massachusetts or any other regulatory agency. A minimum of three (3) or preferred number of five (5) certified lifeguards (with waterfront certification) must be at each beach and a minimum of eight (8) but preferred number of thirteen (13) certified lifeguards are required at the pool during operating hours.

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### Aquatic Facility Staffing of Public Pools and Beaches

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5. Shall test water chemistry (as needed).
6. Wash down pool and beach areas decking daily or as necessary
7. Clean/disinfect all buildings and empty all trash at each aquatic, restroom/ lifeguard, and staff facilities as needed during operating hours.
8. Clean/disinfect all restroom/lifeguard and staff facilities as needed during operating hours.
9. Inspect and replace as necessary restroom paper products
10. Inspect and ensure all required safety equipment and safety features are working properly and accessible
11. Physical inspect all drain covers and equipment within the aquatic facility at least once a week or as necessary
12. Provide the City with a daily report and weekly report of all work and any issues or concerns
13. Setup metal barriers at Crompton Park Pool as required by the city.
14. Supply swim lessons at each beach and the pool from 9:30 am to 11:30am each weekday.
15. The contractor shall purchase and install a white erasable board in the lifeguard or staff room (board and location to be approved by owner) where the contractor shall identify each morning their staff person on duty with a contact number and an area for issues that City staff can identify, and contractor can address. (Board will become the property of the City of Worcester)
16. Require all groups/organizations/camps to complete the City of Worcester permit application for use of aquatic facilities. Require each group to meet the minimum requirements of all local, state, or federal regulations.

- **END OF SEASON AT EACH FACILITY (COMPLETELY):**

The Contractors responsibility shall include but not limited to the following:

1. Certified Aquatic Professional (Director) shall use a closing inspection sheet (as developed by the Contractor and approved by the City) to log/record all required information as required by the Commonwealth of Massachusetts or any other regulatory agency.
2. Place and store all exterior equipment and furniture in the storage room
3. Provide a closing report to the CITY, of all work completed

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **APPENDIX A - INSURANCE REQUIREMENTS**

- **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts MGL C. 149 s. 34A, including both statutory lines and Coverage B.

- **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

1. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
  - A) **PUBLIC LIABILITY INSURANCE** - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.
  - B) **PROPERTY DAMAGE INSURANCE** - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.
  - C) **COMPENSATION INSURANCE** - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.
2. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
3. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the city.

- **OWNERS PROTECTIVE LIABILITY INSURANCE**

The contractor shall take out and furnish to the city as Owner and maintain during the life of this contract complete Owner's Protective Liability Insurance in amounts as set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

If the contractor wishes to store its personal property on site after December 31<sup>st</sup> and prior to the start of the next season, the contractor must secure written permission from the commissioner;

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### Aquatic Facility Staffing of Public Pools and Beaches

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provide suitable insurance listing the city as a loss payee to cover any damage to the property of the contractor or the city.

The contractor shall be responsible for all repairs after termination of this contract due to improper winterization, maintenance, or other issue until such time the facilities are open and operational for at least one month.

- **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

All minimum coverage as required under Mass. General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability Combined Single Limit	\$ 2 Million
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The insurance is to include all owned or hired vehicles of the CONTRACTOR and non-ownership protection for all employees of the CONTRACTOR engaged in the performance of the contract.

- **GENERAL REQUIREMENTS FOR ALL LINES OF INSURANCE TO BE FURNISHED**

If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the city for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the contractor.

The contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the contractor, and the city shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the city as described more fully in applicable contract terms and conditions.

The contractor must submit a copy of a Certificate of Insurance certifying that they exhibit pesticide and herbicide applicator coverage for not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **APPENDIX B - DESCRIPTION OF PREMISES I**

#### ***STAFFING OF ENTIRE AQUATIC FACILITY (POOL AND BEACH) PROPERTIES***

##### **GENERAL INFORMATION**

##### **Crompton Park Pool (not a complete list)**

- 11 valve distribution manifolds.
- 11 spray features.
- 90 sq. ft. SS vacuum sand filter with manual wafer valve control.
- 30 HP filtration pump rated for 1,600 GPM max.
- PPG chlorinator, balance tank, booster pump.
- Dual tank CO2 feeder with automatic switch over.
- CAT 5000 controller.
- Pool area 6,434 sq. ft.
- Pool capacity 144,000 gals.
- Flow rate for pool for 2 hr. turnover 1,200 GPM.
- Flow rate including play features and slide.
- Over 24,000 square feet
- Water slide
- Access lift
- Ten Toilets
- Eight sinks
- One urinal
- Hot water tank

##### **Bell Pond Restrooms and Lifeguard Facilities**

- Five toilets
- Seven sinks
- Two urinals
- Lifeguard room
- Storage room

##### **Shore Park Restrooms and Lifeguard Facilities**

- Five Toilets
- Seven sinks
- One urinal
- Lifeguard room
- Storage room
- Outdoor shower

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#### **Coes Pond Beach Restrooms and Lifeguard Facilities**

- Four toilets
- Three sinks
- Two urinals
- Lifeguard room
- Storage room
- Outdoor shower

#### **Indian Lake Beach Restrooms and Lifeguard Facilities**

- Two Portable Toilets
- Lifeguard Room
- Storage Room

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**SUBMITTAL FORM A – PROFESSIONAL AQUATIC STAFFING CONTRACTS**

**Professional Aquatic Staffing Contracts No. 1**

Facility Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
# and Size of Facilities	
Other Information	

**Professional Aquatic Staffing Contracts No. 2**

Facility Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
# and Size of Facilities	
Other Information	

**Professional Aquatic Staffing Contracts No. 3**

Facility Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
# and Size of Facilities	
Other Information	



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**SUBMITTAL FORM B – AQUATIC INDUSTRY REFERENCES**

**Industry Reference No. 1**

Name of Organization	
Contact Person	
Address	
Telephone No.	
Other Information	

**Industry Reference No. 2**

Name of Organization	
Contact Person	
Address	
Telephone No.	
Other Information	

**Industry Reference No. 3**

Name of Organization	
Contact Person	
Address	
Telephone No.	
Other Information	

City of Worcester  
Aquatic Facility Staffing of Public Pools and Beaches

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**SUBMITTAL FORM C – RÉSUMÉ CERTIFIED AQUATIC PROFESSIONAL**

Attach complete résumé and complete this form for each person submitted.

Name	
Address	
Summary of Qualifications	

Work Experience

Dates		Name of Facility	
Position		Location	
Description of duties			

Dates		Name of Facility	
Position		Location	
Description of duties			

Dates		Name of Facility	
Position		Location	
Description of duties			

Education

University		Location		Degree	
University		Location		Degree	
Other		Location		Degree	

Accomplishments/Awards

Date		Description	
Date		Description	

Certificates/Licenses

Type		Expiration		Description	
Type		Expiration		Description	
Type		Expiration		Description	

Professional Affiliations

Description	
Description	
Description	

**City of Worcester**  
**Aquatic Facility Staffing of Public Pools and Beaches**

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**SUBMITTAL FORM D – RÉSUMÉ OFF SITE PERSONNEL**

Attach complete résumé and complete this form for each person submitted.

Name	
Address	
Summary of Qualifications	

**Work Experience**

Dates		Name of Facility	
Position		Location	
Description of duties			

Dates		Name of Facility	
Position		Location	
Description of duties			

Dates		Name of Facility	
Position		Location	
Description of duties			

**Education**

University		Location		Degree	
University		Location		Degree	
Other		Location		Degree	

**Accomplishments/Awards**

Date		Description	
Date		Description	

**Certificates/Licenses**

Type		Expiration		Description	
Type		Expiration		Description	
Type		Expiration		Description	

**Professional Affiliations**

Description	
Description	
Description	

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **SUBMITTAL FORM E - PRICE PROPOSAL - (PAGE 1)**

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

#### **1. Base Price:**

The CONTRACTOR proposes to provide professional aquatic staffing for the City of Worcester Aquatic Facilities for the following period at these locations listed below.

Annual price shall include all costs associated with the staffing of all facilities that meet the minimum qualifications for operating schedule and staff under Section Six (6) "Specific Staffing Provisions", General Services (Certified Pool Services) at each facility item 1 and 4.

The vendor shall include, within their annual staffing price, a total of Ten Thousand (\$10,000.00) for swim lesson reimbursement as approved by the Commissioner or designee. (The city does not intend to pay for the full price of each swim lesson. The City reserves the right to advise the contractor if they choose to fund a percentage of each swim lesson prior to each lesson start date.) This \$10,000.00 allocation shall not be used for items related to regular pool staffing or any other requirements needed to properly operate each facility. As swim lessons are completed, the contractor shall provide the City with the following (whether the City is funding a percentage or not funding a percentage): a list of all students who have completed the swim lesson, official residence of each participant (the City will only reimburse for City residents), supply verification of residency for each student, and supply a copy of the certification given to each student. The contractor shall submit a detailed invoice that identifies each student, cost of the lesson and percentage the City will reimburse.

- 1) The contractor shall contact the City immediately for all emergencies and request guidance and approval
- 2) The contractor shall contact the City for non-emergency items with a detailed proposal that is approved before work is to begin

No additional compensation will be allowed. ***Contractors are instructed to ensure that their price is an all-inclusive cost.*** Proposals that include additional fees will be rejected.

Crompton Park Pool -	Late June early July through late August (approximately 55 – 60 days)
Shore Park Beach -	Late June early July through late August (approximately 55 – 60 days)
Bell Pond Beach -	Late June early July through late August (approximately 55 – 60 days)
Coes Pond Beach -	Late June early July through late August (approximately 55 – 60 days)
Indian Lake Beach -	Late June early July through late August (approximately 55 – 60 days)

City of Worcester  
Aquatic Facility Staffing of Public Pools and Beaches

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**SUBMITTAL FORM E - PRICE PROPOSAL - (PAGE 2)**

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

\$ \_\_\_\_\_ Year ONE

\$ \_\_\_\_\_ Year TWO

\$ \_\_\_\_\_ Year THREE

\$ \_\_\_\_\_ **TOTAL\***  
**\*low proposal price shall be based on this amount**

\$ \_\_\_\_\_ Swim Lessons per Participant  
This will not be included in determining the low proposal price

\$ \_\_\_\_\_ Cost for each (one) additional Lifeguard per hour  
This will not be included in determining the low proposal price

# City of Worcester

## Aquatic Facility Staffing of Public Pools and Beaches

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### **SUBMITTAL FORM E - PRICE PROPOSAL – (PAGE 3)**

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

#### **2. Additional Services #1:**

During the life of this contract, it is expected that the City of Worcester may add additional aquatic facilities. The locations and number of facilities are currently undetermined but for consistency's sake the City of Worcester wants the selected contractor to perform these services. Professional Aquatic Facility Staffing of each additional facility in future years:

\$\_\_\_\_\_ per pool, per season as noted above

\$\_\_\_\_\_ per beach facility, per season as noted above (Similar to Shore Park)

#### **3. Additional Services #2:**

During the life of this contract, it is expected that the City of Worcester may look to expand the Aquatic Season at these aquatic facilities. The location and number of facilities are currently undetermined but for consistency's sake the City of Worcester wants the selected contractor to perform these services. Professional Aquatic Facility Staffing of each additional facility:

\$\_\_\_\_\_ per pool, per week as noted above

\$\_\_\_\_\_ per beach facility, per week as noted above (Similar to Shore Park)

**DO NOT INCLUDE THESE PRICING SHEETS IN YOUR NON-PRICE PORTION OF THE PROPOSAL. MUST BE SUBMITTED UNDER SEPARATE COVER PER INSTRUCTIONS (SEE PAGE 7 OF RFP FRONT-END DOCUMENTS)**

# Bell Pond Beach



**DATA SOURCES:**  
Basemap data: City of Worcester, MA Geographic Information System  
Original Data - Digitized at 1:480 scale (Data true resolution: 1 inch = 40 feet).  
Updated Using Spring 2003 Photography at 1 inch = 100 feet  
Further Updates Using City of Worcester Information  
Property Details: City of Worcester, MA Assessing Division

- Hydrants
- Parcels
- City

**COORDINATE SYSTEM:**  
All map data is in the Massachusetts State Plane Coordinate system,  
North American Datum of 1983, Massachusetts Mainland Zone (4151).  
Units are measured in Feet. Vertical Datum NAVD88.

**DISCLAIMER:**  
Considerable effort has been made to ensure the accuracy, correctness  
and timeliness of data presented; however, this information is only as  
accurate as its sources and may not reflect the most current information.  
This map is a graphical representation of information for tax administration  
purposes only and does not represent a professional survey. The City of  
Worcester assumes no liability for any errors, omissions or inaccuracies  
and makes no warranty, representation or guaranty of any kind as to the  
content or for any decisions made or actions taken or not taken by the  
user based upon any information provided on this map.





# Coes Pond Beach



**DATA SOURCES:**  
Base-map data: City of Worcester, MA Geographic Information System  
Original Data - Digitized at 1:480 scale (Data true resolution: 1 inch = 40 feet).  
Updated Using Spring 2003 Photography at 1 inch = 100 feet  
Further Updates Using City of Worcester Information  
Property Details: City of Worcester, MA Assessing Division

- Hydrants
- ▭ Parcels
- ▭ City

**COORDINATE SYSTEM:**  
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# Crompton Park Pool



**DATA SOURCES:**  
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Updated Using Spring 2003 Photography at 1 inch = 100 feet  
Further Updates Using City of Worcester Information  
Property Details: City of Worcester, MA Assessing Division

- Hydrants
- ▭ Parcels
- ▭ City

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# Indian Lake Beach



DATA SOURCES:  
Base map data: City of Worcester, MA Geographic Information System  
Original Data - Digitized at 1:480 scale (Data true resolution: 1 inch = 40 feet).  
Updated Using Spring 2003 Photography at 1 inch = 100 feet  
Further Updates Using City of Worcester Information  
Property Details: City of Worcester, MA Assessing Division

- Hydrants
- Parcels
- City

COORDINATE SYSTEM:  
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# Shore Park Beach



**DATA SOURCES:**  
Basemap data: City of Worcester, MA Geographic Information System  
Original Data - Digitized at 1:480 scale (Data true resolution: 1 inch = 40 feet).  
Updated Using Spring 2003 Photography at 1 inch = 100 feet  
Further Updates Using City of Worcester Information  
Property Details: City of Worcester, MA Assessing Division

- Hydrants
- Parcels
- City

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