**Town of Guernsey, Wyoming**

**Request for Proposal (RFP) for Municipal Pool Operator**

**2024 Season**

1. **OVERVIEW OF WORK:** The Town of Guernsey, hereinafter referred to as “Town”, is seeking proposals from qualified individuals or firms to provide startup activities, hire and train seasonal employees, and operate the municipal pool and concession stand daily. The Town will provide pool licenses from the State of Wyoming for the pool, as well as major facility maintenance and general liability coverage. Day to day cleaning of pool and facilities and all other operational activities will be undertaken by the qualified firm/individual per a Services Contract.

The successful proposal will provide for operations of the Municipal Pool and concession stand for the 2024 Season from on or about May 24, 2024, to and including September 8, 2024, hereinafter referred to as “2024 Season”.

1. **Operations of the Municipal Pool**
2. **Hiring and Management of Employees:**
3. The successful firm or individual will be responsible for the recruitment and, if necessary, training of qualified staff for the pool. At a minimum, the Pool will require Manager/Certified Pool Operator, Senior Lifeguards, Lifeguards.
4. The proposal should include a timeline for recruitment and training of individual employees as well as training criteria/certifications and any necessary ongoing trainings and/or certifications to meet requirements denoted in Section 5.a. herein.
5. **Potential Revenues:**
6. The prices for admission to the Pool are set by the Guernsey Town Council. The successful individual or firm will be responsible for charging all admission fees to the Pool as well as the sale of season passes. No fees in excess of those provided for by Council may be charged.
7. Town shall retain all admission revenues collected for all admissions at the Pool. Collection and accounting for such revenues shall be done by pool operator and shall be remitted to the Town daily during regular Town Hall hours.
8. Operator will retain all revenues from the concessions. There are no restrictions on the prices charged at the concession stand.
9. The current fee schedule for the Pool is as follows:

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| **AGE** | **FEE** |
| 1. 5 years and under
 | Free if accompanied by an adult 18 years or older |
| 1. 6 years and up
 | $2.00 per day |
| 1. Season Pass: Individual
 | $50.00 per person |
| 1. Season Pass: Family
 | $150.00 per family (must live in same household)  |
| 1. Swim Lessons
 | $20.00 per week per student |
| 1. Season Pass: Senior, Aerobic, Lap
 | $25.00 per person |
| 1. Private Party
 | $100.00 per party |

1. **Hours and Dates of Operation:** The Pool will be required to be open a minimum of seven (7) days per week during the 2024 Season closing only for inclement weather.
2. General open swimming will be conducted approximately from 1:00 - 5:00 p.m. and 6:00 - 8:00 pm Monday through Friday; 1:00 - 4:00 p.m. and 5:00 - 7:00 p.m. on Saturday; and 1:00 - 4:00 p.m. on Sunday. Other activities such as swimming lessons, lap swim, and club activities will take place prior to 1:00 p.m., Monday through Friday.
3. The Pool shall be made available for lap swim and swim club practice sessions at regular rates no less than five (5) days per week from 5:30 a.m. to 7:00 a.m., 12:00 p.m. to 1:00 p.m., and 5:00 p.m. to 6:00 p.m.
4. Operator may offer swim lessons except during regular Pool operation hours or as otherwise denoted herein;
5. Private pool parties and classes may be, at operator’s discretion, conducted outside of regular Pool operating hours.
6. Pool parties shall not exceed $100.00 per party.
7. **Concessions:**
8. Operator shall provide for concessions, necessary licenses for concessions, all applicable insurances, and equipment for concession sales.
9. Operator shall retain all concession revenues.
10. Operator will be responsible for the recruitment and training of staff personnel to operate the concession stand and cash register(s).
11. **Training**:
12. Operator shall conduct all required staff trainings and certifications as necessary to maintain certifications of staff per State of Wyoming Pool Regulations. In addition, Operator shall maintain best practice minimum standards and conduct lifeguard trainings for no less than four (4) hours each month. Operator shall comply with all requirements of the contract with the Town of Guernsey which is attached.
13. Operator will keep detailed records of all training documentation and certifications of any staff or employee associated with pool operations other than Town of Guernsey personnel. Records shall comply with all Red Cross and State requirements. Records shall also contain at a minimum the following:
14. Name of Participant
15. Date of training
16. Title and description of training
17. Trainer
18. Trainer documentation of qualifications
19. Certification of training completion
20. **Telephone and Internet Services:** The Town will provide long-distance restricted telephone connections to the phones at the Pool. The Town provides internet services to the pool and surrounding area. Operator shall be responsible for keeping all equipment in working order. The Town provides a basic cash register.
21. **Coordination with Public Works Department:** The Town Public Works Department will provide support for major maintenance issues, including the boiler system, heating elements, pool filtration system, slide and water features maintenance, etc. In the event the Operator needs the assistance of Town personnel, a work order request must be submitted through Town Hall. The Town will pay associated utilities for the Pool as follows: water, sewer, sanitation, landfill, electricity, and gas. The proposal shall include an understanding of the following coordination and maintenance items for the Pool Operator:

1. Requirements for maintenance of Pool infrastructure;
2. Coordination with Town Hall Administration Dept. for chemical ordering and usage;
3. All responsibilities per contract, including but not limited to:
4. Obtaining a food license from the State of Wyoming Department of Agriculture for operation of the concession stand;
5. All recruitment, hiring, training, supervision, and payment of Pool staff;
6. Workers Compensation and Employers Liability Insurance;
7. Comprehensive General Liability Insurance with limits per occurrence as required by the Town;
8. Proof of Wyoming Sales Tax license;
9. Proof of registration with the Wyoming Secretary of State;
10. Purchase of all operational and cleaning supplies during the season;
11. Cleaning and maintenance of the Pool and Pool area and facility, including but not limited to trash removal, pool furniture, and deck area;
12. Perform necessary back flushing and filter maintenance of the Pool;
13. Responsibility to notify the Town immediately of any unsafe issues pertaining to equipment, facility, etc.;
14. Perform necessary testing and management of pool chemistry as required by Wyoming State Regulations**.**
15. **Independent Contractor:** The successful respondent to the RFP will be an independent contractor and will sign a contract for services for the 2024 Season. In no way will any employees of the Pool be considered employees of the Town of Guernsey.
16. **Formal Agreement:** The Operator must meet all requirements of the attached contract. Non-compete clauses or any similar agreements shall not be allowed in any way between the Town and Operator or Operator and pool staff.
17. **Compliance with Regulations:**
18. The Pool must be operated in compliance with the Wyoming Swimming Pool and Safety Act, 35-28-101 and the Wyoming Regulations for Swimming Pools, Spas, & Similar Installations, Chapter 6, which is attached herein as “Attachment A”. All State and local regulations must always be strictly adhered to.
19. At a minimum, the Pool Operator must have the required State Certifications, a Certified Lifeguard, and be a Certified Pool Operator.
20. The presence of a certified pool operator is required when the facility is open to the public. The Operator shall provide an adequate number of certified lifeguards as required by Chapter 6, Section 1 of the Wyoming Regulations for Swimming Pools, Spas, & Similar Installations. For purposes of compliance, the one lifeguards required to operate the flume slide shall not count towards the total number of lifeguards required.
21. **Documentation:** The successful applicant shall provide documentation of pool usage, cleaning, and water testing on a weekly basis and as provided by the associated contract on forms provided by the Town. Operator must submit a voucher showing all expenses for the 2024 season; invoices must be provided with voucher.
22. **PROPOSAL REQUIREMENTS:** The information set forth in the paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the Town to reject a proposal and the Town reserves the right to accept or reject any or all proposals with or without cause.
23. **Format and Required Responses**
24. **Letter of Transmittal/Offer Sheet:** An introduction letter/offer sheet must be completed and returned with the proposal. The letter of transmittal must be submitted with the proposal. The letter must include:
25. A statement of understanding of the services required by the Request for Proposal listed in the scope of work;
26. A statement agreeing to comply with the contract as provided.
27. The names of persons who are authorized to make representations on behalf of the firm or individual, including titles, addresses, telephone and fax numbers, and email addresses. If a business, legal documents showing formation of the business and officers authorized to sign on behalf of the business.
28. A statement that the individual who signs the transmittal letter is authorized to bind the Contractor with the Town in a contract agreement.
29. Proposed timeline for starting pool operations, liability insurance, supplies, and any other anticipated and included cost.
30. Time frame for completing the Season and providing post-season closure information.
31. **Disclosures:** The following disclosures must be provided:
32. Any professional or personal financial interest that is or could be a conflict of interest in representing the Town, including but not limited to any arrangements to derive additional compensation from various investment and reinvestment projects, including financial contracts.
33. Certify if the firm or any of the owners or principals is subject to any pending or threatened litigation and/or sanctions. The certified statement should cover the size and scope of any pending litigation and/or sanctions. If no litigation is pending, include a statement to that effect.
34. Ownership interest or management of any other company providing same or similar services as provided herein.

**3. Insurance requirements:**

1. Operator must provide a statement denoting understanding and willingness to comply with all insurance requirements as denoted in this RFP and attached contract.
2. For questions regarding this Request for Proposal, please contact Hillary Dawson, Clerk/Treasurer, at 307-836-2335, or clerk@togwy.us. Contract and bid documents can be found on the Town of Guernsey website at [www.townofguernseywy.us](http://www.townofguernseywy.us) under the “Employment” tab.