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December 19, 2013

**REQUEST FOR PROPOSAL****RFP #227144**

Sealed Proposals (**RFP #227144**) for the **Operation and Maintenance of the Indoor Recreation Center at Embrey Mill** will be accepted until **4:00 P.M., Thursday, February 27, 2014**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the County of Stafford Purchasing Office at (540) 658-8614.

**A Pre-Proposal conference will be held first in the A-B-C Conference Room in the Stafford County Government Center, followed by a site visit to the Embrey Mill park site, located at 1600 Mine Road, Stafford, VA 22554, beginning at 1:00 P.M., local prevailing time, Tuesday, January 14, 2014. Questions pertaining to the schedule, construction, operations and maintenance matters will be entertained at that time. Attendance is optional, but strongly encouraged. Call (540) 658-5125, if directions are needed.**

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals, and to waive informalities.

Anita Perrow  
Purchasing Manager



## GENERAL INFORMATION

- 1.1 Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339.
- 1.2 **Submit one (1) original clearly marked, and four (4) copies** of the Proposal before the opening time stated in the Proposal Invitation.
- 1.3 All Proposals must be received in sealed envelopes or boxes with the statement "Proposal Enclosed" and the Proposal number typed or written in the lower left-hand corner.
- 1.4 Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
- 1.5 Proposals must be received on or before **4:00 P. M., Thursday, February 27, 2014**, in the Purchasing Office. Attendance at the opening of Proposals shall be limited to the Evaluation Committee. No late Proposals shall be accepted. **The Offeror is solely responsible for the delivery of their Proposal to the correct office at the date and time specified herein.**
- 1.6 Proposals shall be binding for one hundred eighty (180) days following the Proposal opening date.
- 1.7 Proprietary information will not be disclosed during the selection process.
- 1.8 Time is of the essence for completion of these Projects.
- 1.9 Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
- 1.10 This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1, or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 1.11 By submitting a Proposal in response to this solicitation, the Proposer is certifying that no employee, official, or elected officer of the County of Stafford has a proprietary interest in the company, corporation, partnership or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.
- 1.12 Exceptions to the Specifications or General Instructions must be in writing and submitted with the Proposal Form.

### 1.13 Offerror's Questions, Addenda and Interpretations

- A. Offerors shall promptly notify the Owner of any ambiguity, inconsistency or error that they may discover upon examination of the solicitation and Contract Documents or of the site and local conditions. No interpretation of the meaning of the contract documents will be made to any Offeror orally.
- B. Every request for such interpretation should be in writing addressed to Keith Dayton, County Administration, P.O. Box 339, Stafford, VA 22555-0339, [kdayton@staffordcountyva.gov](mailto:kdayton@staffordcountyva.gov), and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of the Proposals.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Proposal Documents which, if issued, will be in the form of written Addenda which, will be available on the Stafford County Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>), no later than seven (7) days prior to the date fixed for the receiving of Proposals. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Offeror to receive any such Addendum or interpretation shall not relieve any Offeror from any obligation under his Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.
- D. If the Offeror (or any person proposing to Offeror and/or subsequently in Contract with the Offeror, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Contract Documents, said Offeror has an obligation to seek a clarification thereof from the Owner prior to the Proposal opening. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner, the Owner will issue a written addendum clarifying the matter in question. Should the Offeror fail to seek such a clarification prior to the Proposal opening, the Proposer thereby waives, and agrees to indemnify and hold the Owner harmless from, any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Offeror (and any person bidding to Offeror and/or subsequently in contract with Offeror, relating to the subject project) knew or should have known existed at the time of Proposal.
- E. Each Offeror shall ascertain prior to submitting his Proposal that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

### 1.14 Insurance Requirements

The Contractor shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this

Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Sub-contractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, the County requires that any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Sub-contractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are shown on the attached "INSURANCE SCHEDULE "A". Current insurance certificates documenting compliance with this coverage shall be provided to the Purchasing Office and the County's Project Administrator prior to the commencement of work under this Contract. The certificate shall name Stafford County, as "Additional Insured" under the Automotive and General Liability categories of this policy.

#### 1.15 Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### 1.16 Safety

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

### 1.17 Notice of Required Disability Legislation Compliance

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

### 1.18 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

### 1.19 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, A, B, and C in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-contractor or Vendor.

### 1.20 Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-contractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### 1.21 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

#### 1.22 Substitutions

NO substitutions, including key personnel, or cancellations are permitted after award without written approval by the County Administrator.

#### 1.23 Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

#### 1.24 Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in the Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in the Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator ([https://cisiweb.scc.virginia.gov/z\\_container.aspx](https://cisiweb.scc.virginia.gov/z_container.aspx)).

#### 1.25 W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue a Purchase Order and payments (if applicable) to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

#### 1.26 Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

### 1.27 Certification

Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

### 1.28 Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

### 1.29 Organizational Matters

The Indoor Recreation Center at Embrey Mill is being constructed under the direction of Stafford County, at a cost of approximately \$11 million. The facility will include an aquatics center with a 50 meter competition pool, a 25 yard by 42 feet family activities pool with play area, and a wellness pool. Other amenities include a fitness area, aquatics room, basketball courts, classroom area, and locker rooms. The County is entertaining proposals from private entities for operation and maintenance of this facility, subject to the conditions specified herein. For the purposes of this proposal, "County" and "Stafford County" shall be considered to have the same meaning.

### 1.30 Contract Administration

This Contract will be administered by the Stafford County Department of Parks, Recreation and Community Facilities.

END OF SECTION



## PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the Proposals requiring execution by the firm are to be returned with the Proposals.

### 2. Withdrawal of Proposals

- a. The Offeror may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- b. The following is the procedure for withdrawal of a Proposal:
  - (1) The Offeror must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
  - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Offeror.
  - (3) No Offeror who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of the Chief Financial Officer. The person or firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to the County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Offeror without such approval.

### 3. Miscellaneous Requirements

- a. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation(s) of their Proposal. Stafford County will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Offeror and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Offeror will be expected to sign a Contract with the County. Additional terms and provisions will be included in the Contract.
- d. The County reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. A Firm whose Proposal is not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.

4. Form of Proposals

Interested firms are cautioned to provide in their Proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal, and avoid providing extraneous or sales oriented materials.

5. Clarification of Proposals

The County reserves the right to contact Offerors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

The County is not liable for any cost incurred by Offerors prior to issuance of an Agreement, Contract, or Purchase Order.

7. Vendor Declaration

The Vendor must state that its Proposal was made without connection with any other person, company, or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

8. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Offeror in these situations.

9. Licensing Agreement

Any licensing agreement required by the Offeror must be fully described.

10. Proposals Become Property of County

All Proposals submitted in response to this RFP become the property of the County. Supporting information will be returned at the request of the Offeror.

11. Confidentiality

All Proposals become a matter of public record and therefore will be available for inspection by interested parties following the final selection date. If an Offeror wishes that any parts of his Proposal remain confidential, he should state so clearly.

Proposers are encouraged to provide information in a manner that is available for public viewing.

12. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

END OF SECTION

## PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the County Administrator or his authorized representative. The firm shall not comply with requests and/or orders issued by anyone other than the Administrator's representatives acting within their authority for the County.

2. Subcontractors

The firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by the County.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by the County until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Offerors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to

execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.

6. Exceptions

Any and all exceptions to the specification included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Offeror not indicate and explain all exceptions, his Proposal may be rejected.

7. Proposal Selection

Contract(s) will be awarded by the County to the most responsive and responsible Offeror(s) whose Proposal conforms to this Request and is most advantageous to the County.

END OF SECTION

**OPERATION AND MAINTENANCE  
OF THE INDOOR RECREATION CENTER  
AT EMBREY MILL**

**RFP #227144**

**SCOPE OF WORK**

**I. BACKGROUND**

Stafford County executed a professional services contract to design an indoor recreation center (Center) to be located within the Embrey Mill development. The 76,000 square foot, \$11 million facility will be sited on the grounds of a 50 acre park containing up to eleven (11) rectangular athletic fields, near the Exit 140 interchange off of Interstate 95, and Courthouse Road. The Center is scheduled to begin construction in the spring of 2014, and be open in the spring of 2015. The rectangular field complex is scheduled for construction and opening on approximately the same schedule.

The Center will include the following components:

- 5,474 square foot work out room for resistance training
- 2,002 square foot aerobics area
- 478 square foot spinning room
- 7,154 square foot gym area with two basketball courts
- 2,368 square foot men's and women's locker room area, exclusive of toilet & shower area
- 1,563 square foot classroom area (975 sf. classrooms + 588 sf. nursery)
- Lobby and limited food service areas
- 8 employee offices with conference room area
- Aquatic Center with the following features
  - 50 meter by 25 yard competition class pool, with a minimum depth of 2 meters, and maximum depth of 12'
  - Stadium seating for 837 spectators
  - Additional seating for up to 300 competitors
  - 25 yard by 42 foot family activity and warm up/cool down pool with zero entry and child water play area. The family pool ranges from 3.5' to 4.5', and the child area ranges from 0' to 3' deep.
  - 800 square foot wellness pool

Facility design allows for a future expansion of the facility up to 15,000 square feet. There is no funding identified for this expansion in the adopted Capital Improvement Program.

The County is attempting to establish natural gas service to the building before opening, but it is possible the facility will use propane for the initial operational period and perhaps longer.

As noted above, the rectangular field complex will include up to 11 rectangular fields of varying sizes, some of which will be full sized synthetic turf fields. Construction of the rectangular field complex will be under separate contract and include parking and stormwater management conveyance for the Center. The stormwater management facility for both the Center and the field complex was completed by the developer of Embrey Mill.

Stafford County currently owns and operates a 50 meter seasonal outdoor pool at Curtis Park in the western part of the County, and Woodlands Pool, a 25 meter pool near Garrisonville Road in the northern part of the County. This pool is covered seasonally by a “bubble” to allow year around use. These pools will remain under the operational control of the County and are not a part of this RFP.

The Embrey Mill development recently held its grand opening, and will eventually include approximately 1,900 residential units, commercial areas, community recreational amenities, an elementary and middle school, and the completion of Mine Road to connect Garrisonville Road in north Stafford with Courthouse Road. The Virginia Department of Transportation (VDOT) is currently in the design stage for major improvements to Exit 140 off of Interstate 95 at Courthouse Road. VDOT is also constructing the widening of Courthouse Road from two to four lanes from I-95 past the park entrance at Mine Road. These two improvements will facilitate access to the Indoor Recreation Center.

Stafford County is an unincorporated community of nearly 135,000 located between Washington, D.C. and Richmond. The 2012 Median Family Income of \$108,392 ranks 6<sup>th</sup> among counties in Washington, DC area, and 12<sup>th</sup> in the United States. The County has active public school and private club swimming programs that have exceeded current swimming facility capacity.

Currently, the only private indoor aquatics facility in the County is owned and operated by the Rappahannock Area YMCA, and located on Butler Road in the southern part of the County.

## **II. SCOPE OF PROJECT**

The County is interested in receiving Proposals from firms to operate and maintain the Center when completed and commissioned for operation. For the purposes of this proposal, the term “operation” includes not only the physical structure and mechanical elements of the facility, but also the various programs and competitive events which will be offered at the facility.

The selected Proposer will be expected to execute a lease with the County for a term to be determined. While the County expects only a nominal lease payment (\$1), there is an expectation of other considerations as described below.

At a minimum, the operational and maintenance boundary for responsibility shall be considered to be the facility structure (walls, roof, etc.) and all interior components, although with certain exceptions described below. The Proposer may also include the maintenance of external features to include adjacent sidewalk, lawn and landscaping, along with minimal recreational features (tot lots, playgrounds, etc.) the Proposer wishes to add. Note that child playground amenities are not proposed by the County adjacent to the Center, but may be

entertained by the County subject to review and approval, and constructed at the expense of the proposer.

Equipment for the exercise aerobics and spinning rooms are not included with the base bid, and may not be provided by the County when the facility opens. The County is also not furnishing the classroom space. It is expected that provision of these items, along with other fit and finish items, will be the responsibility of the Proposer.

Operation and maintenance of the parking lot, stormwater management, water, sewer and dry utility service up to the point of connection near the building will be by others as noted below:

Parking Lot – the County will assume primary responsibility for maintaining the parking lot – to include snow and ice removal – with pro rata support from the operator of the Indoor Recreation Center. The amount of support will be negotiated with the lease terms.

Stormwater Management – County maintained

Water & Sewer Facilities – Stafford County Department of Utilities will maintain water and sewer up to the edge of a utility easement or meter. The operator of the Indoor Recreation Center is responsible from that point up to, and into, the Indoor Recreation Center.

Dry Utilities (gas, electric, communications, etc.): - Maintenance responsibilities shall be as defined in the utility service agreement between the operator of the Indoor Recreation Center and the respective utility provider.

All utility operational costs will be the responsibility of the Proposer. Utility installation and connection charges will be paid for by the County. Proposers are advised to estimate utility operational costs using the building plans included with the RFP.

The County will expect concessions from the facility operator with respect to scheduling of the competition pool for use by the school teams and swim clubs with County resident membership. The list below identifies the swim lane reservation schedules currently in use at County facilities. It is expected that usage in this fashion will be directed to the aquatics facilities at the Indoor Recreation Center.

**Swim Team Lane use at Woodlands Pool:**

Season A (Sept – Nov) & (Feb – May) swim club use:

|         |              |         |
|---------|--------------|---------|
| Mon-Fri | 5:30-7:30am  | 6 lanes |
| Mon-Fri | 3:30-9:30pm  | 5 lanes |
| Sat     | 7:00-11:30am | 5 lanes |
| Sun     | 6:00-9:00pm  | 8 lanes |



Season B (Nov – Feb) swim club use:

|         |              |         |
|---------|--------------|---------|
| Mon-Fri | 5:30-6:15am  | 2 lanes |
| Mon-Fri | 6:15-7:30am  | 7 lanes |
| Mon-Fri | 5:45-9:30pm  | 6 lanes |
| Sat     | 7:00-11:30am | 5 lanes |
| Sun     | 6:00-9:00pm  | 8 lanes |

Season B (Nov -Feb) High School swim team use:

|         |             |         |
|---------|-------------|---------|
| Mon-Fri | 5:15-6:15am | 6 lanes |
| Mon-Fri | 2:45-5:45pm | 6 lanes |
| Sat     | 0 lanes     |         |
| Sun     | 0 lanes     |         |

Season D (May – Aug) summer swim league use:

|         |              |         |
|---------|--------------|---------|
| Mon-Fri | 7:00-10:00am | 5 lanes |
| Sat-Sun | 0 lanes      |         |

Season D (May – Aug) swim club use:

|         |              |         |
|---------|--------------|---------|
| Mon-Fri | 0 lanes      |         |
| Sat     | 7:00-11:30am | 6 lanes |
| Sun     | 0 lanes      |         |

**Swim Team Lane use at Curtis Park Pool:**

Season E & F (May – August) swim club use:

|         |              |         |
|---------|--------------|---------|
| Mon-Fri | 6:15-8:45am  | 6 lanes |
| Mon-Fri | 6:30-8:00pm  | 5 lanes |
| Sat     | 7:00-11:30am | 6 lanes |

Season F (Mid June- August) summer swim league use:

|            |             |         |
|------------|-------------|---------|
| Mon-Fri    | 9:00am-Noon | 6 lanes |
| Tues & Thu | 6:00-8:00pm | 6 lanes |

**PRCF Programming for The Park at Embrey Mill Pool:**

Swim Lesson lane use (school year): Warm-up/Cool-down Pool

|         |              |         |
|---------|--------------|---------|
| Mon-Thu | 4:00-7:00p   | 4 lanes |
| Mon-Thu | 9:30-12:00p  | 2 lanes |
| Sat     | 9:00a-12:00p | 4 lanes |

Swim Lesson lane use (summer season): Warm-up/Cool-down Pool

|         |              |                           |
|---------|--------------|---------------------------|
| Mon-Thu | 9:00a-12:00p | 4 lanes (3 shallow/1deep) |
|---------|--------------|---------------------------|

Water Aerobics: Both pools required at various times

|         |               |                                  |
|---------|---------------|----------------------------------|
| M/W/F   | 6:30-7:30a    | 2 lanes alternating shallow/deep |
| Mon-Fri | 8:00-9:00am   | 4 lanes alternating shallow/deep |
| Mon-Fri | 6:30-7:30pm   | 4 lanes alternating shallow/deep |
| M/W/F   | 10:00-11:00am | 3 lanes deep/shallow/deep        |
| Sat     | 8:00-9:00am   | 4 lanes alternating shallow/deep |
| Sun     | 2:00-3:00pm   | 2 lanes alternating shallow/deep |

Triathlon swim training: Competition Pool

|     |              |           |
|-----|--------------|-----------|
| Sat | 9:00-11:00am | 1-2 lanes |
|-----|--------------|-----------|

Aquatic Therapy and Rehabilitation:

|                    |                            |               |
|--------------------|----------------------------|---------------|
| Mon-Fri            | 9:00-11:00am & 3:00-4:00pm | wellness pool |
| Sat (Aqua Stretch) | 9:00-11:00am               | wellness pool |

The County will also expect concessions related to membership fees paid by County residents for the use of the facility, and for County sponsored parks and recreational programs.

The County believes the aquatics features of the Indoor Recreational Center will provide an excellent venue for local and regional swim meets. The County intends to seek out swim meets to provide opportunities for local athletes to participate in major events at a County facility, and also for the economic benefits derived from attracting large number of participants from outside the area. The operator of the Indoor Recreation Center can expect that the facility will be used for swim meets on eight to ten weekends per year, with other smaller events scheduled as well.

The successful proposer will be expected to assist the county in attracting these swim meets to the facility, and provide top quality organization and management for these events.

The adjacent rectangular field complex at Embrey Mill will provide similar opportunities for large scale regional tournaments for soccer, football and other sports. The county will actively pursue scheduling these sporting competitions as well. While rectangular field events are not intended to be the responsibility of the operator of the Indoor Recreation Center, the operator is expected to cooperate fully with the County in the scheduling of these activities to avoid conflicting major events. The selected operator is also expected to seek out and cooperate in the execution of specialty events such as marathons, triathlons, etc.

The County expects to turn this facility over to an entity capable of operating a major recreational venue in a first class manner, free of the capital cost and debt service usually associated with a facility of this nature. While there are certain considerations expected for County organizations and residents as noted above, the opportunity exists for the Proposer to realize a significant surplus in annual revenues. The County will expect the Proposer to operate and maintain the facility at no cost to the County, and to commit some level of surplus revenues back into the facility in some manner, or directly back to the County to offset debt service.

### **III. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL**

The Proposals shall provide information detailing their approach, experience, and funding strategy to successfully perform the requested operation and maintenance services at the Indoor Recreation Center at Embrey Mill. Proposers shall at a minimum include information to address the following:

1. An explanation of the background of the Proposer, including:
  - a. Years in business
  - b. Names of the officers and directors
  - c. Other similar facilities managed by Proposer
  - d. General financial information to indicate capability to successfully operate and maintain facility
  - e. Provide details of any prior debarment by local or state agencies of any of the parties included in the proposal
  - f. If a joint venture, indicate all parties involved with the same information
  - g. Any other arrangements with local governments of a similar nature
2. An explanation of the proposed staffing strategy
  - a. Provide the proposed number of staff, job titles, job descriptions and areas of responsibility
  - b. Identify the individual proposed to be in overall charge of the facility
  - c. Identify the credentialing required of employees for various positions
  - d. Identify minimum qualifications of key maintenance staff
  - e. Explain the background investigation policy proposed for screening employees at this facility
  - f. Explain any phasing plans (if any) for initial, seasonal and event based staffing
3. Proposed schedule for assuming responsibility for operation and maintenance
  - a. Identify preferred advance award notice schedule
  - b. Staff requirements for pre-commissioning training
  - c. "Ramp up" schedule for a fully operational facility offering a full range of activities
4. Detailed financial information regarding the following:
  - a. Most recent audit information for business entity
  - b. Funding plan during startup phase of facility operation to include exercise room equipment, and other fit and finish equipment materials, as necessary
  - c. Business plan identifying expected revenues along with operation and maintenance expenses
  - d. Expected membership levels, costs and demographics
  - e. Long term funding plan for capital costs associated with the facility
  - f. Expected revenues and the proposed distribution of same
  - g. Financial plan demonstrating that revenues will be sufficient to sustain operation and maintenance costs without the need for subsidy from Stafford County

- h. Proposed method of annual financial disclosure
  - i. Fee structure and methodology for calculation
5. Proposed recreational plan to include:
    - a. List of recreational activities to be offered
    - b. List of fit and finish equipment to be provided
    - c. List type and number of “special” events hosted by the facility exclusive of competitive events
    - d. Expected participation by category
    - e. Emergency plan and facility closure information
  6. Proposed competition management and marketing strategy and experience
    - a. Identify strategy for, and staff resources assigned to, marketing facility as a potential site for swimming meets during the long and short course seasons
    - b. Explain experience with, and approach to, hosting swimming meets with hundreds of participants
    - c. Discuss proposed distribution of revenues from such events
    - d. Discuss how a mutually beneficial relationship with the adjacent rectangular field complex might be developed, and what type of combined events might be envisioned
    - e. Facility charges for events, and methodology for calculation
    - f. Proposed branding for facility with rationale
    - g. Proposed number and types of annual swimming meets, along with scheduling strategy
  7. Length of proposed lease with the County, along with proposed renewal strategy.

#### **IV. EVALUATION CRITERIA**

The County will use the following criteria in the priority order listed below in its review and evaluation of the Proposals:

1. Successful prior operational experience with a similar enterprise
2. Financial plan and risk assessment of proposal
3. Accommodations for County students, clubs, and residents
4. Swim meet hosting experience, event planning and marketing strategy
5. Startup funding and execution plan
6. Proposal Content & Clarity
7. Schedule

#### **V. BASIS FOR AWARD**

The County will evaluate the proposals and may also ask questions of a clarifying nature from Offerors as required. A composite rating will be developed which indicates the evaluator’s collective ranking of the written Proposals in a descending order. The County may engage in

individual discussions with two (2) or more Offerors deemed the most fully qualified, responsive, responsible and suitable based on the evaluation criteria listed above. These Offerors may be requested to make an oral presentation to the Selection Committee to explain their Proposal and answer questions.

At the conclusion of discussion, on the basis of evaluation factors as set at the time of issuance of this Proposal and all information developed in the selection process to this point, the County shall select the Offeror deemed most advantageous on the basis of the factors listed above, and the results of the interviews, if applicable. Negotiations shall then be conducted with the Offeror selected. The overall financial incentives included with the proposal shall be considered, but will not be the sole determining factor. After negotiations have been conducted with the Offeror selected, the County shall make a formal selection of the Proposer with which it intends to pursue an agreement. The County may then enter into a long term Contract, Agreement, or other binding instrument, for the operation and maintenance of the Indoor Recreation Center at the Park at Embrey Mill.

Should negotiations with the initial preferred proposer be unsuccessful and not result in a mutually satisfactory outcome, the County may then declare an end to negotiations with the first Proposer, and initiate negotiations with the second ranked firm. The process will proceed in a manner similar to that described above, and continue with other proposers until such time as a Proposer is selected, or the County abandons these efforts.

The County reserves the right to accept or reject any or all Proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the County.

## **VI. ADDITIONAL INFORMATION**

1. **Contingent Fee Warranty:** The Contractor warrants that it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this agreement. The Contractor further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

2. **Insurance:** By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the insurance coverage specified at the time work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

3. **Authority to bind Contractor in Contract:** Proposals must give full name and address of Offeror. The person signing the Proposal should show title or authority to bind his Contractor in the Contract. Contractor name and authorized signature must appear on the Proposal in the space provided.

4. Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5. Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/Contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner’s satisfaction. These corrections shall be at no cost to the Owner. Contractor shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

## **VII. PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror SHALL specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The County is interested in open public input into the contents of this RFP. Extensive protection from public disclosure will run counter to this intent. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

To ensure any and all proprietary data is protected, please provide one (1) redacted copy for review.

## **XIII. NOTICE OF PROPRIETARY INFORMATION FORM**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

| Section Title | Page Number | Reason(s) for Withholding from Disclosure |
|---------------|-------------|---|
|               |             |   |
|               |             |   |
|               |             |   |
|               |             |   |
|               |             |   |

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire Bid or Proposal document, as proprietary or trade secret is not acceptable and will result in rejection of the Bid or proposal.

1. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
2. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
3. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

**IX.** The County may cancel this RFP, reject Proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia).

Attachments:

Attachment A – Graphic of the Embrey Mill Indoor Recreation Site and Rectangular Field Complex

Attachment B – Construction Plans for the Indoor Recreation Center at Embrey Mill

Attachment C – Construction Plans for the Indoor Pools for the Indoor Recreation Center at Embrey Mill

**OPERATION AND MAINTENANCE OF THE INDOOR RECREATION CENTER AT  
EMBREY MILL**

**PROPOSAL #227144**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name of Person Submitting Proposal: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**SMALL AND MINORITY BUSINESS ENTERPRISES**

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require the County of Stafford to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

**Definitions:**

1. **Small Business:**

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

**PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:**

**Minority Business Firm:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Small Business Firm:** Yes \_\_\_\_\_ No \_\_\_\_\_

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

**CONTACT FOR ADMINISTRATION:**

**NAME:** \_\_\_\_\_

**ADDRESS (OFFICE):** \_\_\_\_\_

**TELEPHONE (OFFICE):** \_\_\_\_\_

SCHEDULE "A"  
INSURANCE COVERAGE

The kinds and amounts of insurance provided are as follows:

- A. **Workers' Compensation**: Statutory
- B. **Automobile Liability**: Provide a minimum of \$2,000,000 combined single limit for each occurrence because of bodily injury including death. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, or hired automobiles.
- C. **Comprehensive General Liability**: Insurance shall be furnished with the limits of not less than:

| <u>Liability</u> | <u>Each Occurrence</u> | <u>Aggregate</u> |
|------------------|------------------------|------------------|
| Bodily Injury    | \$1,000,000            | \$2,000,000      |
| Property Damage  | \$500,000              | \$2,000,000      |

- D. **Additional Insured**: The Stafford County Board of Supervisors, County Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.