

## Request for Qualifications/Proposals

### O'Fallon Park Recreation Center Facility Operating and Cooperative Agreement

#### O'Fallon Park, City of St. Louis, Missouri

#### Introduction

The City of St. Louis (the "City"), acting through its Department of Parks, Recreation & Forestry ("PR&F") invites all qualified organizations and persons and firms to submit seven copies of their statement of qualifications and proposal to enter into a contract to manage, staff and operate the City's new O'Fallon Park Recreation Complex. The term of the concession contract would be for up to fifteen (15) years, with options for renewals.

#### Background

On November 7, 2006, the voters of the City authorized a bond issue, to be supported by a sales tax of one-eighth of one percent, for the purpose of providing funding for City parks and specifically, funding for the construction and maintenance of new and existing recreation centers in City parks. The Saint Louis Municipal Finance Corporation, a Missouri not-for-profit corporation, has issued Project Bonds on behalf of the City, proceeds of which are being used by the City to construct a state-of-the art recreation complex in O'Fallon Park, consisting of 79,000 square foot building that is situated on 13 acres of land, with an outdoor swimming pool, and adjacent parking (the "Facility"). The City desires the services of a competent operator(s) to manage, staff and operate the Facility.

A plan of the Facility and legal description of the Facility site are attached.

#### Intent

The intent of this City Request for Qualifications/Proposals ("this RFQ/RFP") is to initiate a process for selection of the respondent who presents a detailed proposal conforming to this RFQ/RFP which is most advantageous to the City regarding operating cost, revenue, adult programs, youth programs, senior citizen programs, and other desirable programs/activities. Thereafter, it is contemplated that the City would negotiate a contract with the selected operator (the "Operator"). The City reserves the right to award the contract to one or more respondents, as appropriate to meet the needs of the City.

#### Objectives

The City wishes to contract with an Operator of the Facility which shall be responsible for the day-to-day operation, maintenance, and costs of the Facility. **The Operator must be a tax-exempt, non-profit entity. The contract shall contain provisions necessary to maintain the tax-exempt status of the Project Bonds.** The Operator shall provide all personnel, including security as required, necessary for an efficient, safe, organized, and professionally operated recreation complex. The City desires competent operation and management of this large recreation Facility by an experienced operator of such facilities. The City envisions that the Operator may be a partnership or joint venture comprising more than one entity which, collectively, have expertise and experience relevant to the City's needs.

## **Operating Hours**

The Facility shall operate 365 days a year, with the exception of appropriate Holidays, from 5:00 A.M. to 10:00 P.M. Monday through Friday; 7:00 A.M. to 5:00 P.M. Saturday, and 8:00 A.M. to 6:00 P.M. Sunday. The Outdoor Pool will be operated during the hours of 10:00 A.M to 8:00 P.M. daily, from Memorial Day through Labor Day.

## **Operating Agreement**

PR&F intends to recommend to the City that it enter into a Facility Operating and Cooperative Agreement with the selected Operator, which Agreement will have the following parameters.

The Operator shall operate and staff, on behalf of the City, the Facility as a fee-based public recreation center owned by the City of St. Louis, and shall provide family exercise, recreation, and sports programs.

The City shall have the right to use the Facility, the Outdoor Pool, or both, for events conducted by the City, at the City's expense, on twelve (12) days per year, after reasonable notice to the Operator.

## **Operating Costs**

- The Operator will be responsible for all operating costs for the recreation center and structure and surrounding area.
- Operating costs are envisioned to include, but are not limited to, (a) routine maintenance and repair of the Facility; (b) maintenance and repair of the Wellness Equipment (hereinafter defined) and other furniture and equipment; (c) janitorial and custodial services for all areas of the Facility; (d) salaries of all employees; (e) landscaping and trash removal; (f) utilities; (g) supplies; (h) security personnel.
- Operating costs do not include capital maintenance of the building, including alarm system, replacement of plumbing, HVAC, roof and exterior.
- The City will contribute up to \$700,000 annually as an operating subsidy for Facility operations.
- Any funds required to operate and maintain the facility over this \$700,000 annual subsidy are the responsibility of the Operator and must come from fees, rents, leases and grants, unless otherwise agreed.

## **Wellness Equipment and Furniture, Fixtures and Equipment**

The City shall pay the aggregate amount of \$500,000 or such lesser amount as the parties may agree for the initial purchase of wellness equipment, including, but not limited to, treadmills, bicycles, weight machines, free weights, mats, balls, equipment for swimming pools, and for the initial purchase of Facility office furniture, including, but not limited to, desks, chairs, tables, fixtures and equipment, including, but not limited to computers, computer products, security cameras, copy machine ("FF&E"). All initial FF&E purchased shall remain the property of the

City and shall not be removed by the Operator. Other needed furniture and equipment shall be purchased or leased by the Operator.

PR&F will retain the right to approve wellness equipment and FF&E selections, which approval will not be unreasonably withheld.

### **Other Requirements of the Operator**

**Insurance** – The Operator shall obtain and maintain throughout the term of the contract comprehensive general public liability insurance protecting the Contractor, and naming the City, SLMFC and any party required to be insured under the Project Bonds Documents as additional insureds against all claims, including but not limited to claims for personal injury, death and property damage. Such public liability insurance shall provide minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The City may by written notice require an increase in the amounts of such coverages. The Operator shall obtain and maintain throughout the term of this Agreement employer’s liability insurance protecting both the Operator and the City and for claims made by the Operator’s employees, including claims made under applicable worker’s compensation statutes, or shall provide such coverage through a program of self-insurance approved by the City.

### **Subcontracting of Services**

The operation and management of the Recreation Complex may not be sub-contracted, unless otherwise approved by the City.

### **Qualifications and Proposal**

Respondents must have a minimum of ten (10) years of experience in the field of Recreation/Fitness Program management. Respondents should have extensive knowledge of budgets, advertising, marketing and day-to-day operations of recreation facilities. Experience shall include running multiple fee-based recreation facilities, which contain indoor and outdoor swimming pools, fitness centers, gymnasiums, and class/planning rooms. Respondents must have experience in planning fitness classes, community events, and other fee-based programming. Current staff must include a certified pool technician and individuals with multi-generational programming experience, including specialized experience with adults, youth, and senior citizens.

If a respondent proposes to partner, joint venture or sub-contract with another entity for youth related programming, such other entity must have multiple years of experience in youth programming for large populations.

Respondents should have extensive knowledge of youth activities, programs, and team sports for various ages, skills, and interest levels. Areas of program concentration should include Character Development, Educational Development, Life Skills, Arts and Sports and Fitness.

## Proposal Contents

The proposal should contain the following:

- A detailed business plan as to the manner in which the Respondent will operate the Facility, including utilization of space and programs envisioned, recruitment and retention programs, manner in which Respondent will track progress to report on stated goals and measurable outcomes, and proposed first year budget for operation of the Facility.
- Types of programs proposed for facility.
- Proposed fee structure for membership and classes/activities.
- Proposed scholarship program for economically qualified individuals
- Information regarding experience in the management of similar facilities.
- Information concerning the legal entity making the proposal:

If a corporation, the name, state of incorporation, identity and addresses of Directors and Officers, and a certificate of qualification to do business in Missouri, if not a Missouri corporation. If the corporation is a subsidiary, affiliate, division, or in any way controlled by another corporation, explain the relationship(s). If the corporation is not publicly traded, identify all shareholders.

If a partnership, the nature of the partnership, state in which registered and/or organized, names and addresses of all partners, names of general partners.

If other, information indicating names and addresses of all persons involved, nature of the proposing entity and if controlled by another entity, the nature of the relationship(s).

- Statement of financial position, including recent financial statements.
- List of references.
- Biographies of organization's principals, officers and partners/shareholders
- Description of legal actions filed for or against the respondent within the last three years, including bankruptcy filings.
- Completion of Appendix I regarding non-discrimination policy.

In submitting a proposal, each respondent represents that:

- 1) the Respondent has read and understands the RFQ/RFP and that the proposal is submitted in accordance therewith;
- 2) he or she has not employed or retained, paid, or agreed to pay any fee, commission, or percentage to any person or firm (other than a full time employee working solely for the respondent) to solicit or secure this contract.
- 3) the costs have been arrived at independently without collusion with any other person or firm for the purpose of restricting competition.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only. Such inquiries are to be directed to Mr. Gary Bess, Director of Parks, Recreation and Forestry. Any further contact or submission of information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal.

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate, or assemble proposal materials.

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals, by submitting a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

The respondent assumes sole responsibility for the complete effort required in this RFQ/RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all requirements of this RFQ/RFP. By submitting a proposal in response to this RFQ/RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFQ/RFP.

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFQ/RFP, including oral presentation and demonstration, if required, shall be borne solely by respondent.

### **Schedule**

- July 25, 2011 - RFP Release Date
- August 5, 2011 – Requests for optional Pre-proposal meeting and facility tour
- August 17, 2011 - Last day to submit questions
- August 29, 2011 - Proposal due date
- September 16, 2011 - Notification of selected bidder
- March 2012 - Preferred Facility opening date

## **Selection Criteria**

The criteria for selection of the potential Operator include, but are not limited to the following:

- Specialized experience, qualifications and technical competence of the firm, its principals, project manager and key staff
- Ability of the firm to provide innovative solutions
- Approach to the project and any unusual problems anticipated
- Past record and performance of the firm with respect to schedule compliance, cost control, and quality of work
- Proximity of the firm to the City
- Proposed programs, fees or fee structure
- Availability of financial and operating resources as required to operate the Facility
- M/WBE and /or DBE participation

## **Selection Procedure**

A five-member Selection Committee consisting of members appointed by the Mayor, Comptroller, President of the Board of Aldermen, and the Director of Parks, Recreation and Forestry will make the selection. Following selection, the City will endeavor to negotiate an acceptable contract with the selected Respondent. The contract will be subject to approval by the Board of Estimate and Apportionment, authorization by ordinance, and approval as to form by the City Counselor's Office. PR&F will appoint a staff person to monitor the contract on a regular basis.

The Selection Committee may interview, or call for a presentation from, any respondent.. The Selection Committee also reserves the right to discuss any proposals with any or all respondents. Nothing in this RFQ/RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer or engagement until and unless a contract is fully negotiated. For the contract to take effect, all approvals and/or signatures needed to bind the respective entity must be obtained.

The City reserves the right to reject any or all proposals, in whole or part, with or without cause; to request and negotiate for modification of proposals in specified respects; to advertise for new proposals; to waive minor irregularities and formalities; or to proceed to have services performed otherwise. The City also reserves the right to establish a "cure" period, in the event all qualified respondents have not submitted the required information, for the purpose of obtaining complete proposals. The submission of any proposal shall not in any way commit the City to enter into a contract with the submitting respondent or any other respondent. After the selection of the potential Operator for the facility, the City and such organization/company will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the Director, in his sole discretion, the City reserves the right to terminate the selection process with that respondent and proceed to contract discussion with another Respondent, or terminate the process altogether. This list of the City's rights is not all-inclusive.

## **Background Check**

PR&F reserves the right to perform due diligence on bidders, including but not limited to background checks, credit reports, legal actions search and review of past tax filings.

## **Non – Discrimination Policy**

The City is an Equal opportunity Employer and does not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin or sexual orientation. Any person entering into any agreement with the City, and their agents, shall not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin, or sexual orientation, nor exclude from participation in, deny benefits of, or subject any person to discrimination under any program or activity made possible or resulting from any agreement with the City based on the foregoing.

Minority/Women’s Business Enterprise Obligation: any Operator shall agree to take all reasonable steps necessary to ensure that Minority and Women’s Business Enterprises (M/WBEs) as certified with the City of St. Louis as defined in Mayor’s Executive Order #28 as amended, have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with City of St. Louis funds, and shall not discriminate on the basis of race, religion, color, national origin, sex, and sexual orientation of physical handicap in award and performance of contracts financed in whole or part by the City of St. Louis.

Completion of Appendix I, attached, attesting to project goal regarding percentage of MBE and WBE, is required.

## **Unauthorized Aliens Employees**

The selected Operator shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 1000, as amended, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Contract, and shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

## **Audits**

The City of St. Louis and the City’s auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFQ/RFP, and for five (5) years following termination, to all of the company’s books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the company’s full compliance with contract documents. In those situations where the company’s records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

**Termination**

This RFQ/RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

**Governing Law**

This RFQ/RFP, and any contract or agreement with respondents that may result, shall be governed by and subject to the laws of the State of Missouri and all applicable present and future City ordinances and requirements, administrative and judicial orders, law, statutes, ordinances, and rules and regulations of any governmental authority.

**Americans with Disabilities Act**

In connection with the furnishing of goods and services under any contract resulting from this RFQ/RFP, the selected Operator shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**Indemnification**

Each respondent, in seeking, receiving or possessing this RFQ/RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representatives and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFQ/RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

**Subject to Appropriation**

Any contract or agreement that results from this RFQ/RFP is subject to annual appropriation by the City. Any contract or agreement that results from this RFQ/RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

**Responses**

All materials submitted in response to this RFQ/RFP will become and remain property of the City and will not be returned.

All responses shall be considered public records, but may be deemed and treated as “closed” or “exempt” by the City, at the sole discretion of the City, pursuant to the City’s understanding and interpretation of the laws of the State of Missouri. All responsive material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, responses and communications exchanged in response to this RFQ/RFP should be assumed to be subject to public disclosure.

## **Not a Contract**

This RFQ/RFP is not to be construed as a contract or a commitment of any kind; nor does it commit PR&F or the City to pay for any costs incurred by respondents in their submission or any costs incurred prior to the execution of a formal contract.

## **Questions**

If a potential Respondent finds a discrepancy in, or omission from this document or any of its exhibits, has any doubts as to their true meaning, or desires any additional information to prepare the response, he/she shall notify Gary Bess, Director, Parks, Recreation & Forestry, 5600 Clayton Avenue, St. Louis, Mo. 63110 in writing prior to August 17, 2011. All written responses will be shared with all known potential respondents. The City and PR&F will not be responsible for any oral instructions given with regard to the completion and submission of the response.

## **Licenses**

The selected Operator must have at the time of contract execution, and maintain, a valid business license with the City of St. Louis. All necessary Health Department permits must also be secured by the time of the contract execution.

## **Pre-Proposal Meeting and Tour**

A pre-proposal meeting and tour is optional. If a meeting and tour are desired, please submit a written request for the meeting and tour to Mr. Gary Bess, Director, Parks, Recreation and Forestry, 5600 Clayton Road in Forest Park, St. Louis, MO 63110, no later than **August 5, 2011**.

## **Due Date of Response**

Written sealed responses will be received until the hour of **5:00 P.M., Local Time, on August 29, 2011**. All responses shall be addressed and delivered to:

Mr. Gary Bess  
Director  
Parks, Recreation & Forestry  
5600 Clayton Avenue  
St. Louis, MO 63110

Seven (7) copies of the response (an original and six copies) must be submitted. Responses received after the due date and time or not at the designated office, will not be considered.

## **Exhibits**

Legal Description of Recreation Complex  
Plan of Recreation Complex

## **LEGAL DESCRIPTION**

The O'Fallon Park Recreation Complex is an approximately 79,000 square foot building that is situated on 13 acres of land in the northwest portion of O'Fallon Park near 1-70 and West Florissant in the City of St. Louis. This facility is very similar in detail to the new Carondelet Recreation Complex. It will have a gym with an elevated running track, a fitness center aquatic park and a competitive lap pool and locker rooms. The building will also have a seniors area, a teen area, a preschool/infant area and meeting rooms. This will be a green building as it is designed to meet LEED Silver Certification. Currently, this facility is scheduled to be completed in March 2012.

Appendix 1

CITY OF ST. LOUIS  
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION  
PLAN

CONTRACTING AGENCY:

PROJECT NAME:

NAME OF PRIME CONSULTANT:

PROJECT GOAL: \_\_\_\_\_% MBE; \_\_\_\_\_% WBE

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME

ADDRESS

PHONE NUMBER

CONTACT PERSON    CERTIFYING AGENCY

CERTIFICATION DATE

CATEGORY

CERTIFICATION NO.

WORK TO BE PERFORMED

M/WBE PERCENT

\_\_\_\_\_  
PRIME CONSULTANT AUTHORIZED SIGNATURE    DATE

















