

REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: Operation of Surrey's Outdoor Pools

Reference No.: 1220-050-2020-008

FOR PROFESSIONAL SERVICES

(General Services)

Issue Date: September 15, 2020

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1. INTRODUCTION

1.1 Purpose

The purpose of this Request for Expressions of Interest and Statements of Qualifications (the "**RFEOI/SOQ**") is to:

- (a) invite submissions (the "**Submission**") from respondents (the "**Respondent**") that describe the desire, relevant expertise, capability and resources of the Respondent to undertake the project requirements as generally described in Schedule A Scope of Services; and
- (b) to select a Respondent or Respondents who may be invited to participate in the next stage of the competitive selection process, competitive solicitation process stage, when called.

This RFEOI/SOQ is not a solicitation of proposals; rather it is a non-binding invitation to qualified Respondents to make themselves known to the City by providing information and by demonstrating to the City their desire, relevant experience, qualifications, capability, reputation and available resources.

All interested parties should respond to this RFEOI/SOQ as the City does not guarantee that a competitive solicitation will be issued following this RFEOI/SOQ and may elect to directly negotiate with one or more interested parties, or the City may at any time and at its sole discretion decide to cancel this process for any reason in its entirety.

1.2 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) "BC Bid Website" means www.bcbid.gov.bc.ca;
- (b) "City" means the City of Surrey;
- (c) "City Representative" has the meaning set out in Section 3.4;
- (d) "City Website" means www.surrey.ca;
- (e) "**Date**" has the meaning set out in Section 3.3;
- (f) "Evaluation Team" means the team appointed by the City;
- (g) "Information Meeting" has the meaning set out in Section 3.2;
- (h) "Preferred Respondent(s)" means the Respondent(s) selected by the Evaluation Team;

- (i) "Respondents" (individually the "Respondent") means an entity that submits a Submission in response to the RFEOI/SOQ issued by the City;
- (j) "**RFEOI/SOQ**" means this Request for Expressions of Interest and Statements of Qualifications;
- (k) "Services" has the meaning set out in Schedule A; and
- (I) "Submission" means a submission submitted in response to this RFEOI/SOQ.

2. COMPETITIVE SELECTION PROCESS

2.1 This section describes the competitive selection process that the City intends to use. The anticipated competitive selection process includes two stages; the RFEOI/SOQ, and the RFQ.

(a) Stage One – (RFEOI/SOQ) (Prequalification)

This RFEOI/SOQ to prequalify Respondents with the necessary experience to operate Surrey's eight (8) outdoor Pools services is open to all interested Respondents. The prequalification of a Respondent is based on defined requirements specified in this document. The prequalification of a Respondent is based on the evaluation criteria specified in this RFEOI/SOQ.

(b) Stage Two – Request for Quotations (RFQ)

An RFQ will be sent to Preferred Respondents once the prequalification process has been completed. Only those Respondents who have been prequalified by the City in Stage One will be eligible to participate in Stage Two. The decision to participate in the RFQ in Stage Two is the decision of each pregualified Respondent.

2.2 Should there be an insufficient number of prequalified Respondents after Stage One to permit a competition in Stage Two, the City reserves the right to cancel Stage Two or to modify the requirements and re-publish the solicitation using the same or a different approach. The assessment of the sufficiency of number of prequalified Respondents shall be at the City's sole and absolute discretion.

The City reserves the right to accept or reject any or all responses to this RFEOI/SOQ.

3. INSTRUCTIONS TO RESPONDENTS

3.1 Address for Submission Delivery

The Respondent should submit the Submission electronically in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

The City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone to

confirm receipt. A Respondent bears all risk that the City's computer equipment functions properly so that the City receives the Submission.

3.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFEOI/SOQ (the "Information Meeting"). While attendance is at the discretion of Respondents, Respondents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFEOI/SOQ a meeting has been scheduled as follows:

When: September 30, 2020

Where:

UNWIN PARK POOL 6845-133rd St, Surrey

Then to:

BEAR CREEK POOL 13820-88th Ave, Surrey

Then to:

GREENAWAY POOL 17901-60th Ave, Surrey

Time: 12:30pm

Reminder: Respondents participating in this Information Meeting must wear masks and maintain 2 meters (6 feet) apart at all times.

3.3 **Date**

The City would prefer to receive Submissions on or before **October 9, 2020** (the "**Date**").

3.4 Inquiries

All inquiries related to this RFEOI/SOQ should be directed in writing to the person named below (the "City Representative"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Manager, Procurement Services

Email: <u>purchasing@surrey.ca</u>

Reference No.: 1220-050-2020-008

Inquiries should be made no later than seven (7) business days before the closing Date. The City reserves the right not to respond to inquiries made within seven (7) business

days of the closing Date. Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the City.

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 2.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

3.5 Addenda

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will post a written addendum on the BC Bid website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City website at www.surrey.ca (the "City Website") and upon posting will be deemed to form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the BC Bid Website and the City Website for addenda. The only way this RFEOI/SOQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, for any person will affect or modify the terms of this RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a Submission, Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ including, any and all addenda.

3.6 Status Inquiries

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

4. SUBMISSION FORM AND CONTENT

4.1 Form of Statements of Qualifications

Respondents should include the information below in their Submission.

Title Page

Show the RFEOI/SOQ name, file reference number, Submission date, Respondent's name and address, telephone number, facsimile number, email address, and the name of the contact person.

Letter of Introduction

One page, introducing the firm and the Submission, signed by the person or persons authorized to sign on behalf of, and bind the Respondent to statements made in the Submission.

Table of Contents

Show the page numbers of all major headings.

Executive Summary

A short summary (preferably one page) of the key features of the Submission.

Submission (Statement of Qualifications)

Respondents should address clearly and in sufficient depth the points below in the order listed.

Criterion 1

- (i) Provide a description of your firm's background and profile including the number of years in business. Identify and provide short profiles for the key personnel that will be involved in this project. Provide a brief summary as to why your company would be well suited for this project, including a description of company and staff experience with projects of comparable size, scope and complexity;
- (ii) Respondent's recent relevant experience and qualifications in delivering Services similar to those required by the RFEOI/SOQ;
 - a description of the current personnel that worked on the projects,
 - project description should include a summary of scope, location, value, and length of project, key personnel and client contact information (g, fax, e-mail);

Criterion 2

- (i) A narrative that illustrates an understanding by the Respondent of the City's requirements and Services;
- (ii) Respondent's demonstrated ability to provide the Services;
- (iii) Describe if the Respondent has provided a performance security in the / amount of \$75,000 for contracts similar in scope and size as described in this RFEOI/SOQ from previous clients. If so, please provide details.
- (iv) Provide a project management chart, at the key individual level, showing the reporting relationships between, and authority of, the key individuals that will report them to indicate the proposed approach/management structure for the project;

Criterion 3

 (i) Project Management: Respondent should provide details of project management by demonstrating an understanding and the utilization of project management principles. (e.g. budget, demonstrate successful outcomes and performance assessment);

- (ii) **Health & Safety**: Respondent should provide a description of their health and safety policy, including Covid-13 protocols, and a written confirmation that all health and safety policies will be followed for the duration of the project (provide a copy, if available);
- (iii) Quality Assurance: should describe the process and frequency of quality control inspections, and how corrective measures will be implemented. Indicate normal timeframes for a quality control process cycle (including copies of types of reports). Include copy of Respondent's Quality Assurance Plan, if available;
- (iv) Training: Demonstrate that workers receive WHMIS training and refresher courses regularly, whether in-house or using a third party. Describe Respondent's current training program. Describe any refresher or upgrade training that the Respondent provide for its existing employees, including examples of subjects covered, materials, and frequency, if available;
- (v) **Communication**: Respondent should describe their monitoring procedures or other tools for reporting client logs, processing complaints and follow-ups with clients. Provide sample audit reports pertaining to inspection/deficiency, performance assessment or client satisfaction survey, if available;
- (vi) Is there a resource person/supervisor employed by the Respondent who will be present on site(s) who have the necessary qualifications in personnel management, has completed complementary training to help the daily management of the services described in this RFEOI/SOQ, client relations, quality control, and compliant management?
- (vii) Respondent's financial strength (with evidence such as financial statements, bank references).

Criterion 4

- (i) Respondent's should provide information on the background and experience of all key personnel proposed to undertake the Services. Provide copies of resumes;
- (ii) Respondent's should provide information on the background and experience of all sub-consultants proposed to undertake a portion of the Services, include information regarding the description of services, subconsultants name, years of working with the Respondent and telephone number and email address;

Criterion 5

(i) Respondent's references (name and telephone number). The City preference is to have a minimum of three references.

Experience and Reference 1	
Supply Contract Description	Comments
Start and Completion Date:	
Approximate Value:	
Firm Name:	
Reference Contact:	
Telephone:	
E-mail:	
Experience and Reference 2	
Supply Contract Description	Comments
Start and Completion Date:	
Approximate Value:	
Firm Name:	
Reference Contact:	
Telephone:	
E-mail:	
Experience and Reference 3	
Supply Contract Description	Comments
Start and Completion Date:	
Approximate Value:	
Firm Name:	
Reference Contact:	
Telephone:	
E-mail:	

4.2 Signature

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Submission should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Submission on behalf of the corporation is submitted;
- (b) If the Respondent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Respondent is an individual, including a sole proprietorship, the name of the individual should be included.

5. EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of Submissions will be undertaken on behalf of the City by an Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Respondent or Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

The City will make the final decision regarding any Respondent or terminate the RFEOI/SOQ process at its sole discretion. The City will then advise all Respondents and the selected Respondents in writing of the City's decision.

The City and its officials, employees, agents, consultants and advisors will not be liable to any Respondents, or any firm, corporation or individual member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Respondent, or any firm, corporation of individual member of a Respondent, in preparing and submitting a Submission or any other activity related to or arising out of this RFEOI/SOQ.

5.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Submissions to determine the Respondent's strength and ability to provide the Services in order to determine the Submission, or Submissions, which is/are most advantageous to the City, using the following criteria:

- Criterion 1: Respondent's relevant experience and qualifications in delivering Services similar to those required by the RFEOI/SOQ;
- Criterion 2: Respondent's demonstrated understanding of this RFEOI/SOQ and the project requirements;
- Criterion 3: Respondent's capacity, skill, experience, reputation and resources;
- Criterion 4: Background and experience of all key personnel proposed; and
- Criterion 5: Respondent's references relevant to the project.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent's Submission to another Respondent's Submission. Specific weightings are not assigned

to the individual evaluation criteria. All criteria considered will be applied evenly and fairly to all Submissions.

5.3 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiates legal action.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the City, its consultants and representatives and whether the City's experience with the Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

5.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the Evaluation Team may make such requests to only selected Respondents. The Evaluation Team may consider such clarifications or additional information in evaluating a Submission.

5.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Respondents to appear before the Evaluation Team to provide clarifications of their Submission. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Submissions. Respondent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Respondents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Respondent's Submission or ranking on the basis of such information and documents.

6. GENERAL CONDITIONS

6.1 No City Obligation

This RFEOI/SOQ is not a tender and does not commit the City in any way to pre-qualify a Respondent(s), and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

6.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

6.3 No Agreement

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no agreement of any kind is formed under, or arises from, this RFEOI/SOQ, and that no legal obligations arise.

6.4 Conflict of Interest

A Respondent shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

6.5 Solicitation of Council Members and City Staff

Respondents and their agents will not contact any member of the City Council or City staff with respect to this RFEOI/SOQ, other than the City Representative named in Section 2.4, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

6.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7. CITY DISCLAIMER

a. The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEOI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEOI/SOQ, each

Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a response to this RFEOI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.

- b. The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- c. All negotiations and discussions with Respondents are on a "without prejudice" basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by City Council and a written agreement is signed by the City.
- d. The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- e. The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- f. The City does not authorize any other person or agency to represent the Project on its behalf without the prior written approval of the City.
- g. By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ process.

8. DISCLAIMER

Notwithstanding anything contained herein, the Respondent agrees that he shall take all necessary steps to confirm the accuracy of this RFEOI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEOI/SOQ.

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SCHEDULE A SCOPE OF SERVICES

PROJECT TITLE: OPERATION OF SURREY'S OUTDOOR POOLS

1. PURPOSE

The City of Surrey (the "City") is seeking an operator for the City's eight (8) outdoor pool locations for the years 2021-2025. The services are to be performed in a substantial, complete and professional manner in accordance with Public Aquatic Operation industry standards, all as required by and in strict conformity with current Health Regulations under the *BC Health Act*.

2. PROJECT BACKGROUND

Surrey is home to eight (8) outdoor pools located throughout the City. The pools provide residents with general aquatic services including public swimming sessions, swim lessons, aquatic sport lane rentals and dedicated school district swims and lessons. The pool operator will be responsible for all programming and mechanical operations to maintain the facilities and provide the services to the public. Three of the pools open in mid-May of each year, operating for 113 days until Labour Day. The remaining 5 pools open shortly before Canada Day and operate 66 days until Labour Day. Pool locations are as follows:

Bear Creek Park Pool: 13820 88 Avenue (a) Hjorth Road Park Pool: 10277 148 Street (b) (c) Sunnyside Park Pool: 15455 26 Avenue (d) Unwin Park Pool: 13313 68 Avenue 10662 148 Street Holly Park Pool: (e) Kwantlen Park Pool: 13035 104 Avenue (f) (g) Greenaway Park Pool: 17901 60 Avenue Port Kells Park Pool: 19340 88 Avenue (h)

3. SCOPE OF SERVICES

The Contractor should perform the Services and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient operation and maintenance of the Pool Facilities to enable the Pool Facilities to operate as recreational public swimming facilities during the Term (subject only to Force Majeure which means any temporary event or cause beyond the control of the Contractor which prevents the Pool Facilities from being operated in the manner contemplated herein such as, but not limited to, acts of God or of the public enemy, fire, flood, storm, explosion, earthquake, riots, wars, hostilities, civil commotion, strikes and labour disputes). Without limiting the foregoing the Contractor's duties include the following:

(a) Operation and maintenance of all aspects of the Pool Facilities and the making of all day-to-day decisions in connection therewith, except as otherwise provided herein;

- (b) Entering into all contracts necessary or desirable for the opening, operation and maintenance and closing of the Pool Facilities, solely on behalf of Contractor;
- (c) Keeping of all records, statistics and accounts in respect of the opening, operation and maintenance of the Pool Facilities in accordance with generally accepted accounting principles, consistently applied;
- (d) Ensuring all operations are compliant with Provincial Health Authority regulations
- (e) Doing all things necessary to provide adequate security for the physical protection of the Pool Facilities;
- (f) The City of Surrey is committed to providing a safe environment for children and youth. The Contractor, Contractors staff and Contractors volunteers are to undergo a Police Information Check/Vulnerable Sector Check. Any associated costs will be the responsibility of the Contractor. The Contractor will be responsible to ensure that all sub-trades have the same contractual obligations including criminal record compliance for their employees. The Contractor must keep copies of the Police Information Check/Vulnerable Sector Check and be prepared to provide access to the records if requested by the City;
- (g) Furnish all labour, supervision, transportation, utilities, supplies, chemicals and other required services as needed to fully open, operate, maintain and winterize the Pool Facilities;
- (h) Repair any damage and correct any potential hazard, existing at or involving any of the Pool Facilities;
- (i) Remove or remedy any hazardous conditions immediately;
- (j) Complete all other work related to the opening, operation, maintenance and closing of the Pool Facilities;
- (k) Maintaining the Pool Facilities in excellent repair in accordance with health and industry standards;
- (I) Maintaining all equipment and putting in place a preventative maintenance plan and service check list prior to opening for the duration of this Agreement. The Contractor will submit these plans to the City's Representative for approval;
- (m) Turning over all equipment in a clean, maintained, operable and safe manner upon termination of this Agreement. The Contractor will also provide all backup material and maintenance records for all equipment in the Pool Facilities;
- (n) Permitting the City to inspect the Pool Facilities, including but not limited to, all mechanical equipment and maintenance and pool chemistry records as needed;
- (o) The Contractor covenants and agrees to comply with the City's Parks, Recreation and Culture Department Graphic Standard guidelines and incorporate these guidelines when producing marketing materials representing City Services. The Contractor's logo may be visible on marketing and communications, but should

be secondary to the City's standards and be limited to a logo placed in the footer bar as defined in the guidelines. The Manager of Marketing and Communications will be an available resource for determining discretionary practices in regard to graphic standards matters. The Contractor will also refer to the Parks, Recreation and Culture Department press release guidelines in regard to communications issues such as announcements or press releases; and

(p) The Contractor agrees to support and implement all relevant policies of the Parks, Recreation and Culture Department, provided that they do not materially reduce the compensation payable by the City to the Contractor.

4. RESPONDENT'S PREFERRED QUALIFICATIONS

By submitting an Expression of Interest, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

5. ESTIMATED PROJECT TIMELINE

Activity	Timeline
Pool preparation, painting and mechanical start up	Winter / Spring 2021
Pool operations, public swims, swim lessons, school district swims, sport rentals	Spring / Summer 2021
Pools closed, winterized and secured	Fall 2021

Note: All line items of the above noted project timeline schedule are subject to change at the sole and absolute discretion of the City based on the actual timelines of preceding activities.

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