



**Morrisville**  
Live connected. Live well.

**The Town of Morrisville, North Carolina**

**REQUEST FOR PROPOSALS**  
**For**

**Morrisville Aquatics & Fitness Center Water**  
**Quality, Chemical Management and**  
**Equipment Maintenance**

**DATE ISSUED**

**Monday, April 21, 2025**

**PREBID MEETING (Optional)**

**Monday, April 28, 2025, at 9:00 AM**

**QUESTION DUE DATE**

**Monday, May 5, 2025, at 5:00 PM EST**

**BID DUE DATE**

**Monday, May 19, 2025, at 2:00 PM EST**

Submittals must be received **by Monday, May 19, 2025, no later than 2:00 p.m. (Eastern Standard Time)** and must be sent on company letterhead in digital PDF format to:

[\*bids@morrisvillenc.gov\*](mailto:bids@morrisvillenc.gov)

**I. Introduction**

The Town of Morrisville, NC (hereinafter referred to as the “TOWN”) is soliciting proposals from qualified vendors (hereinafter referred to as “BIDDER”) for the purpose of contracting daily water quality, chemical management and equipment maintenance at the Morrisville Aquatics & Fitness Center (hereinafter referred to as “MAFC”).

**II. General Information**

The town has an estimated population of 31,300, with nearby towns including Raleigh, Cary, and Durham. Development in the TOWN consists of a variety of residential, commercial, industrial, and mixed-use developments.

The MAFC features three swimming areas, a spacious group fitness area, a weight room, cardio equipment, two outdoor lighted tennis courts, and two indoor racquetball courts. The TOWN relies upon BIDDER, to assist with the day-to-day maintenance of the pools.

The town operates a 6-lane, 140,000-gallon pool and a 36,000-gallon pool with a program area and spray ground. Mechanical systems for each include pumps, sand filters, UV Sanitizer systems, BECSys chemical controllers, chemical sensors, chemical feeders, strainer baskets/deck level overflow, surge tanks, all applicable plumbing and pressure gages, HVAC system and pool heaters.

**III. Scope of Work**

The BIDDER provides pool facility maintenance and related services, which include the full operation and maintenance of swimming pool facilities. The parties agree that the BIDDER will manage the operation of the pool on behalf of the TOWN and, in the course of its management, will provide services reasonably required for the pool’s day-to-day operation, as further detailed herein. The BIDDER agrees to provide the TOWN with the services outlined in this RFP. These management services shall include, but are not limited to, ensuring the pool is fully operational for daily use meeting all Wake County health code rules and regulations for the maintenance and mechanical requirements for safe pool operation.

**IV. Deliverables**

The BIDDER shall:

Obtain and maintain all necessary operating permits including Swimming Pool Operation Permit from the Wake County Health Department and perform the following tasks to assist in obtaining this permit:

- Accountable for scheduling pre-season health department inspections and ensuring presence during the inspection.

- Complete the operating permit application and return it to the health department; notify Facility/Aquatics Manager(s) when the payment is due.
- Clean and chemically balance pool to health department standards.
- Report necessary repairs.

Provide a Certified Pool Operator (CPO) to manage MAFC's water quality, chemical management, and equipment maintenance. A daily "Certified Pool Operator Check," in accordance with Wake County regulations, shall be conducted and documented to ensure compliance with all applicable standards.

### **Water Quality**

- Daily monitor water quality and equipment to ensure proper operating standards to be conducted by a Certified Pool Operator (CPO).
  - Maintain water quality and safety checks, in conformance with health code.
- Backwash filter systems and clean strainer baskets as needed.
- Assist with training of staff in pool systems operations.

### **Chemical Management**

- Daily monitor and control pool chemical needs, distribution, and usage:
  - Liquid chlorine (sodium hypochlorite)
  - Granular chlorine (calcium hypochlorite)
  - Sulfuric Acid
  - Sodium bicarbonate (baking soda)
  - Soda ash (sodium carbonate)
  - Cyanuric acid (stabilizer)
  - Calcium chloride
  - Algaecide
- Assist with the procurement of chemical supplies.

### **Equipment Maintenance**

- Maintain cleanliness of pump room, heater room, and chemical storage areas in compliance with safety standards.
- Report repair needs for both minor and major pool system issues and major preventative maintenance tasks to Facility/Aquatics Manager(s). Minor repairs may be completed after reporting; quotes and prior approval are required for major repairs.
- Communicate general pool and facility cleaning and maintenance needs to Facility/Aquatics Manager(s).
- Monitor pool-area HVAC systems to maintain proper air circulation and ensure healthy air quality.

BIDDER shall respond within one (1) hour to any reports of pool-related incidents, emergencies, or potential health and safety concerns. If an on-site service or corrective action is required, the BIDDER shall be available to report to the facility within four (4) hours to ensure timely resolution and continued safe operation of the facility.

**V. Invitation for proposals**

The submittals shall include:

**Proposal**

A proposal with a general description of the BIDDER and its background as it relates to the scope of work and any relevant experience. Specific information submitted regarding the BIDDER shall include:

1. Provide a qualifications summary relevant to details found in the “Scope of Work.”
2. Identify specific qualifications for staff that will be assigned to conduct the work.
3. Information demonstrating the BIDDER’s capabilities to perform all aspects of the “Scope of Work.”
4. Information regarding the BIDDER’s previous experience with similar or related “Scope of Work,” performed within the last three (3) years, including a brief description of the work performed, timeframes, and results.
  - a. Also include what role the personnel assigned to this “Scope of Work” had in the sample jobs.
  - b. Reference for the five (5) most recent similar or related jobs in the previous three (3) years including client name, address, contract person, telephone number, email, job start and end date, and description of work. References should be for similar or related jobs to the Scope of Work.
5. At least one (1) sample maintenance report that was previously developed for one of the jobs listed above.

**Approach**

Explain how to manage water quality, chemicals, and equipment, including daily, weekly, monthly, and annual requirements. Please list any preferred vendors for chemical and maintenance services.

**Cost Proposal and Schedule**

The BIDDER will include a detailed cost proposal outlining the costs for water quality, chemical management and equipment maintenance services. The cost proposal shall include the cost per task.

option to renew for two additional years contingent upon agreement from both parties.

### **Insurance**

- BIDDER shall maintain and keep in full force the TOWN's required insurance and liability coverage and provide copies of the Certificate of Insurance.

### **VI. Location and Staff Coordination**

The TOWN-owned building at 1301 Morrisville Parkway, Morrisville, North Carolina, known as the MAFC, will receive pool water quality, chemical management, and equipment maintenance services.

The Community Center Manager – MAFC or designee will be responsible for overseeing the selected BIDDER's contract.

### **VII. Questions and Clarifications**

Questions related to this RFP should be sent to [bids@morrisvillenc.gov](mailto:bids@morrisvillenc.gov) no later than **Monday, May 5, 2025**. Questions submitted later than this date may not be considered.

### **VIII. Pre-bid Meeting**

A pre-bid meeting is scheduled for **Monday, April 28, 2025**, at MAFC located at 1301 Morrisville Pkwy. Attendance at the meeting is optional, and it will commence at **9:00am**.

### **IX. Deadline and Submittal Details**

Proposals are due by Monday, May 19, 2025, at 5:00 PM EST. No proposals will be accepted after this time. Submittals must be on company letterhead, in PDF format, and sent to [bids@morrisvillenc.gov](mailto:bids@morrisvillenc.gov).

### **X. Disclaimers**

1. The TOWN reserves the right to reject any responses to this RFP that do not meet the selection criteria, to waive minor irregularities, and to conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFP. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.
2. All proposal packages and materials submitted hereunder become the exclusive property of the TOWN.
3. The TOWN may award all, part, or none of the project at its discretion.
4. Firms submitting proposals shall have no association with elected officials or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for

this project. A selection committee of Town staff will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews prior to recommending a firm.

5. No submittal will be accepted from, nor will a contract be awarded to, any respondent who is in arrears to the Town upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Town, or is deemed to be irresponsible or unreliable by the Town.
6. The selected firm must have an adequate accounting system to identify costs chargeable to the project.
7. If you have received this solicitation from a source other than the Town of Morrisville, it is the respondent's responsibility to ensure that all addenda have been received. For the most current information, please visit [Bid and Proposal Opportunities | Town of Morrisville, NC \(morrisvillenc.gov\)](https://www.morrisvillenc.gov/Bid-and-Proposal-Opportunities).

# **Appendix A**

# **Contract Sample**

**Town of Morrisville  
Professional Services Contract**

**CONTRACT FOR: PROJECT NAME**

This Contract is made and entered into as of the [ ] day of MONTH 2021, by the Town of Morrisville (“Town”) and [COMPANY NAME] (“Contractor”), (X) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of North Carolina.

**Sec. 1. Title and Purpose.** Contractor shall perform [DESCRIPTION OF WORK TO BE PERFORMED].

**Sec. 2. Scope and Services to be Performed.** The Contractor shall perform Work in accordance with Attachment A at the direction of the Town. Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all the Contractor’s duties to the Town that arise out of this contract. Any modifications, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. All work shall be completed by [DATE].

**Sec. 4. Compensation.** The Town agrees to pay the Contractor for the work completed and for services performed within the scope of this contract up to and “not to exceed” [**\$AMOUNT**]. Payments for additional work completed or services performed under this contract must be approved in writing by the town prior to the commencement of such work or service. The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this contract.

**Sec. 5. Contractor’s Billings to the Town.** Contractors shall submit their invoice to the Town’s project manager for the work or portion of the work completed or services performed as well as provide a Contractor Sales Tax Report when applicable or requested. The Town’s project manager prior to submitting the invoice to the Finance Department will verify the charges for quantities of work completed or services performed.

**Sec. 6. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$500,000
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

Upon acceptance of the contract by the Town the contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor’s agent in the event of cancellation, reduction, or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The



insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The Town shall be named as an **additional insured** and the statement should read “Town of Morrisville is to be added as an additional insured as evidenced by an endorsement attached to this certificate.” Only “A” rated insurance companies will be acceptable to the Town. In the event the contractor fails to maintain and keep in force the insurance herein required, the Town reserves the right to cancel and terminate the contract without notice.

The Principal Officer of the Contractor’s firm shall, upon request of the Town, provide a statement of proof indicating that a **Drug-Free Workplace Program** is in place and that where required by law, company drivers meet the **DOT/CDL licensing** requirements.

**Sec. 7. Performance of Work by Town.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2 above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town’s rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all the Work pursuant to this section.

**Sec. 8. Termination.**

- (a) The Town may terminate this contract in whole or, from time to time, in part, for the Town’s convenience or because of failure of the Contractor to fulfill the Contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall – (1) Immediately discontinue all services affected (unless the notice directs otherwise);
- (b) If the termination is for the convenience of the Town, the Town shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- (c) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Town.
- (d) The rights and remedies of the Town provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Sec. 9. Attachments.** The following attachments are made part of this contract and incorporated herein by reference:

Attachment A – [LIST NAME OF ATTACHMENT]  
[ADDITIONAL ATTACHMENTS]

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment, which materially alters the Standard Terms contained herein, must be reviewed pursuant to the Town’s Contract Review Procedure.

**Sec. 10. Notice.**

- (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, electronic delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

[NAME], [POSITION TITLE]  
Town of Morrisville

To the Contractor:

Attn: [PROJECT MANAGER]  
[COMPANY NAME]

100 Town Hall Dr.  
 Morrisville, NC 27560  
 Phone Number: (919) 463-[XXXX]  
 Email: [XXXX]@townofmorrisville.org

[STREET ADDRESS]  
 [CITY], [STATE] [ZIP]  
 Phone Number: (XXX) XXX-XXXX  
 Email: [XXXXX@XXXXXX]

- (b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 11. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Morrisville, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract to the extent proximately caused by the negligent acts, errors or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Morrisville, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Contractor to defend the Town of Morrisville if the Contractor is a “design professional” as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes “design professional services” as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

**Sec. 12 Miscellaneous.**

- (a) **Choice of Law and Forum.** This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) **Performance of Government Functions:** Nothing contained in this contract shall be deemed or construed to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (e) **Assignment, Successors and Assigns.** Without the Town’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all the Town’s defenses and shall be liable for all the Contractor’s duties that arise out of this contract and all of the Town’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

- (f) **Compliance with Law.** In performing all the Work or Services contained herein, the Contractor and Contractors Employees shall comply with all applicable laws and regulations of the State of North Carolina pertaining to such Work or Services including Occupational Safety & Health laws.
- (g) **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.
- (h) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:
  1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
  2. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (i) **No Third Party Right Created.** This contract is intended for the benefit of the Town and the Contractor and not any other person.
- (j) **Principles of Interpretation.** In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (k) **Modifications, Construction Change Directives (CCD), Entire Agreement.** A modification, or construction change directive per the AIA standards, of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Contract. Construction change directives to unit priced contracts will be paid at the unit price and non-unit priced contracts will be paid at the contractor’s cost as defined by the AIA plus the reasonable allowance for overhead and profit which shall be agreed to between the contractor and Town.

**Sec. 13 E-Verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

**Sec. 14 Attorney’s Fees.** Should either party deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

**Sec. 15 Electronic Signature.** This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the Town of Morrisville and the Contractor have caused this Contract to be executed under seal by their respective duly authorized agents or officers.

# REQUEST FOR PROPOSALS (RFP)

2025

**TOWN OF MORRISVILLE:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Authorized Town Official

By: \_\_\_\_\_  
Authorized Company Official

**ATTEST BY:**

**ATTEST BY:**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Authorized Company Official

**SEAL:**

*This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.*

\_\_\_\_\_  
Town Chief Financial Officer

\_\_\_\_\_  
Date