

YUKON KUSKOKWIM REGIONAL AQUATIC HEALTH & SAFETY CENTER

CITY OF BETHEL, ALASKA

OPERATIONS AND MAINTENANCE AGREEMENT

Covering the period between July 1, 2016 through June 30, 2018



Table of Contents

1. Scope of Operator Services
 - a. Incorporation of Operator's Proposal and City's Request for Proposals
2. Facility
 - a. Condition of Facility
 - b. Facility Withdrawal
 - c. Effect of Withdrawal
 - d. Personal Property
 - e. Utilities
3. Compensation: Payment Schedule & Fees
 - a. Cost Plus Fixed Fee/Lump Sum Agreement
 - b. Fee
 - c. Annual Bonus Incentive
 - d. Compensation for Personal Property
 - e. Invoicing
 - f. Late Payment
 - g. Disputed Invoices
 - h. Fee Adjustments
4. Term of Agreement/Renewal
5. City's Responsibilities and Obligations
6. Duty to Notify
7. Required Plans
 - a. Operations Plan
 - b. Personnel Policy and Procedure Manual
 - c. Annual Operating Budget
 - d. Marketing
 - e. Maintenance
 - f. Concessions
 - g. Transition Plan
 - h. Amendment and Modification
 - i. Summary Table
8. Personnel
 - a. [no title]
 - b. Non-Discrimination
 - c. Personnel Approval
 - d. Employer
 - e. Reporting
 - f. Certification
 - g. Identification
 - h. Authority
 - i. Drug, Alcohol and Tobacco Prohibition
 - j. Minimum Staffing
 - i. Lifeguards
 - ii. Instructors
 - iii. Gatekeepers/Concessions

- iv. Maintenance/Housekeeping
- 9. Facility Closure
 - a. Emergency Closing
 - b. Breakdown and Repair of Facility
 - c. Annual Maintenance
- 10. Private Use of Facility
- 11. Additional Facilities
- 12. Repairs/Maintenance
- 13. Signage and Posting of Rules
- 14. Damages Due to Vandalism, Weather and Acts of God
- 15. Chemical and Maintenance Supplies
- 16. Safety Equipment
- 17. Indemnification and Insurance
 - a. Indemnification
 - b. Right to Defend Actions
 - c. Indemnified Party not to Compromise
 - d. [no subtitle]
 - e. Required Insurance
 - i. Worker's Compensation
 - ii. Commercial General Liability
 - iii. Automobile Liability
 - iv. Umbrella Coverage
 - f. Certificate of Insurance
- 18. Bonding (Fidelity Bonds)
- 19. Accounting Records and Reports
 - a. Accounting System
 - b. Monthly Reports
 - c. Annual Financial Report
 - d. Inventory
 - e. Accounting Records
 - f. Sales Tax Records
 - g. Audit by City
 - h. Dispute
- 20. Notices
 - a. Safety
 - b. Injury
- 21. Suspension/Termination
 - A. Suspension
 - B. Cancellation for Un-Appropriated Funds
 - C. Events of Default
 - i. Cancellation for Non-Payment
 - ii. Cancellation by Mutual Agreement
 - iii. City's Event of Default
 - iv. Operator Event of Default
 - v. Consequences in the Event of Default
 - vi. Sole Grounds for Termination

- vii. Damages/Payment in the Event of Termination
- 22. Dispute Resolution
- 23. Confidentiality and Security
- 24. Conflicts
- 25. Subcontractors
- 26. General Provisions
 - a. Entire Agreement
 - b. Amendments
 - c. Governing Law
 - d. Legal, Regulatory and Policy Compliance
 - e. Hazardous Materials
 - f. Severability
 - g. Captions/Headings
 - h. Waiver
 - i. Successors
 - j. Good Faith
 - k. Right of Entry
 - l. Further Assurances
- 27. Representation and Warranties
- 28. Exhibits

Exhibit A – Land, Real Property Improvements and Equipment

Exhibit B – Minimum Safety Equipment Required

Exhibit C – Preliminary Operations Plan & Budget

Exhibit D – City’s Request for Proposals

Exhibit E – Operator’s Proposal

Exhibit F – Scope of Work

Yukon Kuskokwim Regional Aquatic Health & Safety Center Operations and Maintenance Agreement

This Facility Operations and Maintenance Agreement (hereinafter “Agreement”) is made and entered into on this ___ day of June 2016, (the Effective Date) by and between the **CITY OF BETHEL**, a municipal corporation (hereinafter “City”) and **HEALTH FITNESS CORPORATION** (hereinafter “Operator”).

PURPOSE OF AGREEMENT

Operator is in the business of managing, operating and maintaining community swimming pools and recreational facilities.

City is a municipal corporation that owns and operates a community swimming pool and recreational facility with related fixtures, amenities and equipment for its residents, members and guests (collectively, “Visitors”) and is seeking to retain Operator to assume the supervision, control, maintenance and operation of the Yukon Kuskokwim Regional Health and Safety Center (hereinafter the “Facility”) under the terms of this Agreement.

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. SCOPE OF OPERATOR SERVICES

Operator shall operate and maintain the Facility as a public facility commencing on July 1, 2016. Operator and City shall determine the dates and hours that the Facility shall be open to the public (per Operation Plan described more fully below in section 7 – Required Plans). Operator’s professional services shall include, at a minimum, the services described in this Agreement (the “Services”). The parties may mutually agree to amend or modify the Services during the Term of this Agreement or any Extended Period to include additional Services or exclude unnecessary Services by doing so in a writing signed by both parties.

Operator is an independent contractor under this Agreement. Services provided by Operator pursuant to this Agreement shall be subject to the supervision of the Operator. In providing such services, neither Operator nor Operator’s agents shall act as officers, employees or agents of the City. No partnership, joint venture or other joint relationship is created hereby. City does not extend to Operator or Operator’s agents any authority of any kind to bind City in any respect whatsoever.

Operator shall perform Operator’s duties, obligations and services under this Agreement in a skillful and professional manner. The quality of Operator’s performance and interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards. Operator shall permit representatives of City to inspect, review or observe the services under this Agreement at any reasonable time.

In addition to Operator's obligations set out in this Agreement, Operator shall perform those services set out in the attached Scope of Work attached hereto as Exhibit F.

2. LIST OF FACILITIES

The Operator shall perform services under this Agreement at the Facility described in the attached Exhibit A (List of Facilities). The City and the Operator shall, from time to time, amend Exhibit A to reflect changes in the Facilities that shall be covered under this Agreement, including, without limitation, amending Exhibit A to reflect the addition of real property improvements completed in accordance with the terms and conditions of this Agreement (if any) and to reflect withdrawal of Facilities as set forth below.

- a. Condition of Facility: Upon termination of this Agreement, the City and Operator will inspect the Facility and all property listed under Exhibit A. All property shall be accounted for and in good and operating condition, less reasonable wear and tear. The City shall give written notice to Operator of any defects in the condition of any of the equipment or property that is being provided to Operator under this Agreement. Operator will be responsible for repairs to or replacement of any damaged property at the sole cost and expense of the City.
- b. Facility Withdrawal: The City may withdraw all or portions of the Facility listed on Exhibit A at any time during the term of this Agreement if:
 - i. The withdrawal is necessary for the purpose of protecting the public safety or to protect, conserve and preserve the Facility;
 - ii. The operations utilizing the listed Facility have been terminated or suspended by the City; or
 - iii. Land or real property improvements that are made available to the Operator are no longer necessary for the operation;
 - iv. The withdrawal is necessary for use by the City or other reasonable need of the City.
- c. Effect of Withdrawal: Any permanent withdrawal of listed Facilities which the City or the Operator considers to be essential for the Operator to provide the services required by this Agreement will be treated as a termination pursuant to Section 21 of this Agreement. The Operator will be compensated pursuant to Section 3 for the value of any allowable incurred costs up to the date of the withdrawal. No other compensation is due the Operator in these circumstances.
- d. Personal Property: The City will provide certain items of personal property, including without limitation, removable equipment, furniture and goods, for the Operator's use in the performance of this Agreement. The City hereby provides to the Operator personal property listed in Exhibit A – Land, Real Property Improvements and Equipment.
- e. Utilities: The City will provide the following utilities at no cost to the Operator for use in connection with the operations required or authorized hereunder:
 1. Electricity
 2. Water

3. Sewer
4. Fuel Oil
5. Internet and Voice Over Internet Protocol (VOIP) Telephone
6. Solid Waste Disposal
7. Emergency Communication Lines for Security and Fire

The following utilities are not provided by the City and are to be procured, managed and paid for by the Operator in accordance with the budget:

- ✓ Cable (if desired by Operator and submitted in the approved budget); Fees associated with cable will be passed through to the City.

- f. Automobile. The City will provide a vehicle for Operator's exclusive use during the term of this Agreement. Said vehicle will be the sole property of City with Operator expected to use reasonable care in the operation and maintenance of the vehicle. Costs for maintenance and/or replacement of the vehicle will be the responsibility of the City.

3. COMPENSATION: PAYMENT SCHEDULE AND FEES

- a. Cost Plus Fixed Fee Type Agreement: This is a cost-plus-fixed-fee-type Agreement. This Agreement provides for the reimbursement of allowable incurred costs to the extent prescribed in this Agreement. The approved annual budget establishes the maximum total cost for the purpose of obligating funds and establishing a ceiling that the Operator may not exceed (except at their own risk) without the approval of the City. Allowable incurred costs are those costs directly attributable to operations and maintenance of the Facility. For the purposes of this Agreement, allowable incurred costs are those defined in the approved annual budget, are reasonable and prudent, and conform to generally accepted accounting practices.

Operator is expected to collect all revenue, including sales tax, generated from operation of the Facility for and on behalf of the City. Operator is to submit that revenue to the City monthly along with the monthly budget reports. Such revenue will be a projection in each budget and the budget shall be amended annually to reflect the previous year's revenue. *Revenue derived from operation of the Facility is the property of the City and not compensation to the Operator. The City shall be responsible for any tax-related payments due and owing to the applicable taxing authority that are derived from the operation of the Facility.*

- b. Fixed Fee: The fixed fee payable by the City to Operator is One Hundred Forty Thousand Dollars (\$140,000.00) per year (the "Fee") and shall be pro-rated monthly. The Fee includes profit and indirect costs that are not directly attributable to the operations and maintenance of the Facility, are generally considered to be overhead and are generally provided off-site. The Fee includes, but is not limited to, proportionate share of home office expenses, management oversight and travel, accounting and clerical personnel, human resources management, payroll processing, invoicing and required reporting.
- c. Annual Bonus Incentive: The City desires to incentivize the Operator to help the City reach its goal of making the Facility self-sustaining. If Operator decreases the net

negative (as compared to the actual expenses for 2015 and 2016) by a combination of increased revenues and decreased expenses (including utilities) Operator shall be compensated twenty (20%) percent of the reduction (the "Annual Bonus Incentive"). If earned, the City will pay the Operator the Annual Bonus Incentive within thirty (30) days from its receipt of an invoice from Operator. The Operator shall have no rights under the Agreement to make any claim arising out of this "incentive payment" provision except as is expressly set forth in this Article.

- d. Compensation for Personal Property: No compensation is due to the Operator from the City or a successor operator for the Operator's personal property used in operations under this Agreement. However, the City or a successor operator may purchase such personal property from the Operator subject to mutually agreed upon terms. Personal property not removed from the Facility by the Operator in accordance with the terms of this Agreement shall be considered abandoned property subject to disposition by the City, at full cost and expense of the Operator, in accordance with applicable laws. Any cost or expense incurred by the City as a result of such disposition may be offset from any amounts owed to the Operator by the City to the extent consistent with applicable laws.
- e. Invoicing: The Operator shall invoice their Fee each month in advance. For example, the fixed fee for July shall be billed in June. City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

Operator shall also bill the City monthly for incurred costs for operating the Facility. Copies of all receipts and other invoices for which reimbursement is requested shall be included with the Operator's invoice. Such costs shall be in accordance with the approved budget. The City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

- f. Late Payment: Payments not submitted in a timely manner (within 30 days of receipt) shall incur a five (5%) penalty. If for any reason not the fault of the Operator, the Operator does not receive payment from the City within thirty-five (35) days after the time such payment is due, then the Operator shall assess a five (5%) percent finance charge to the invoice. If payment is not received within 30 days, the Operator has the right to send written notice to the City, alerting them of a fourteen (14) day remedy period. If payment is not received after that fourteen (14) day remedy period, the Operator shall have the right, at its option, and within its sole discretion, to interrupt its personnel and supplies from, and stop providing Services to, the City's Facility without any further or additional notice to the City.
- g. Disputed Invoices: In the event of a dispute regarding an invoice or part of an invoice, the City shall provide the Operator written notice of the dispute within ten (10) business days of receipt of the invoice. Operator and City agree to work cooperatively to resolve the matter. Should the parties be unable to resolve the dispute within thirty (30) calendar days after written notice, the parties agree to follow the dispute process laid out in this Agreement.

- h. Fee Adjustment: In the event this Agreement expires and the Services continue to be performed without a new Agreement, there will be a five (5%) increase to the Fees that will apply until a new Agreement can be made between the parties.

It is agreed to by both parties that this Agreement total can be adjusted either upward or downward if both parties decide on a change, which would affect the totals (i.e., Facility hours or number of staff, etc.) An amendment to this Agreement will be executed so that proper billing can be made and such terms made a part of this Agreement. No amendment may be made to this Agreement which will lower the minimum standards established in the Agreement. Both parties must sign any amendment to this Agreement before the respective terms will be binding.

4. TERM OF AGREEMENT/RENEWAL

- a. This Agreement shall commence at midnight on the 1st day of July, 2016 and terminate on the 30th day of June, 2018 (the “Term”).
- b. Renewal: Operator shall have the option to extend/renew this Agreement up to two (2) consecutive times (each for an additional two years) as follows:
 - i. Operator shall provide City with written notice of its intent to renew the Agreement at least one hundred eighty (180) calendar days prior to the Agreement Expiration. Renewal notices shall state the following:
 - A. The applicable rates for the new contract term; and, if applicable,
 - B. Any significant changes requested to the existing Agreement;
 - C. Any proposed changes to the scope of services to be performed under the Agreement; and
 - D. Any proposed changes to the Deliverables under this Agreement: Operations Plan, Maintenance Plan; Policies and Procedures Manual; Concessions Plan; Advertising Plan; and Transition Plan.
 - ii. Upon receipt of a Notice to Extend/Renew the Agreement, the City shall:
 - A. Ensure that Operator continues to be eligible to contract with the City [i.e., maintains a valid City of Bethel business license, a valid State of Alaska business license and is not delinquent on any sales taxes or other fees with the City]; and
 - B. Verify that Operator’s certificates of insurance are up to date.
 - iii. If City determines renewal is in the City’s best interest, City shall then ensure that Operator remains eligible; any increased rates are acceptable; and any proposed contract changes are acceptable. In such situation, City shall give notice to Operator within ninety (90) calendar days of receipt of Notice of Request to Renew/Extend Contract of its intent to renew. At that time, City shall:
 - A. Notify Operator of City’s desire to renew/extend;
 - B. Notify Operator of any significant changes requested to the existing Agreement; and
 - C. Notify Operator of any changes requested to the Deliverables under this Agreement.
 - iv. Upon mutual agreement by the parties to proposed changes in the Agreement and/or Deliverables, a contract extension shall be prepared and executed by both parties.

- v. If the parties are unable to agree on requested changes to the agreement and/or deliverables, the City may issue a new Request for Proposals.

5. CITY'S RESPONSIBILITIES AND OBLIGATIONS

Cooperation: In order for Operator to provide the level and quality of Services under this Agreement as expected by City, Operator will expect the unconditional and full cooperation of City, which shall include, but not be limited to, the City agreeing to:

- a. Make available to Operator access to the City's Facility as necessary to provide Services;
- b. Respond to all reasonable requests of Operator to facilitate performance of the Services;
- c. Provide good faith cooperation reasonably necessary for Operator to perform the Services;
- d. Provide and maintain a telephone that has restrictions on long distance, 900 and 976 calls. Such telephones are intended for business use only and lifeguards may use them for necessary 911 calls and to page supervisors and managers. Operator will be responsible for ensuring long distance phone bills are kept to those necessary for operation of the Facility. For safety reasons, pool will be closed if phone is not operable.
- e. Agrees to support Operator in the enforcement of all Facility rules and regulations. Enforcement may include temporary or permanent expulsion from the Facility of any person who fails to comply with any safety rule or regulation.
- f. Provide Operator with three (3) sets of keys to all doors and gates.
- g. Cooperate with, and provide assistance to, the Operator who will procure, in City's name and at City's sole cost and expense, all applicable music licenses.

6. DUTY TO NOTIFY:

Without prejudice to the other obligations in this Agreement:

- a. Operator shall, as soon as practicable after it becomes aware of the same, inform the City of any circumstances which affect, or will affect, its ability to perform the requirements under this Agreement; and
- b. City shall, as soon as reasonably practicable after it becomes aware of the same, inform Operator of any circumstances which affect, or will affect, its ability to operate the Facilities.

7. REQUIRED PLANS

Operator will provide a facility manager, lifeguards and other personnel as reasonably required to operate the Facility in accordance with the pool schedules, hours of operation, and staffing requirements as shown in Exhibit "C" (Current Operating Plan, Budget and Maintenance Plans). Except for routine and emergency maintenance as required, City agrees to not open the Facility to the public at any time unless authorized by Operator in advance in writing.

Upon the signing of this Agreement, Operator shall be expected to operate the Facility as per the current Plans set out in Exhibit C. These Plan set out the dates, times, hours and other essential operating parameters for the Facility. Operator will have Policies and Procedures in place for managing its personnel and those policies and procedures will be utilized for personnel management at the Facility. Thereafter Operator shall amend and update each plan in accordance with the process and timeline set out in subsection (i) below.

- a. Operations Plan: Operator shall submit a proposed Operations Plan to the City which shall include, at a minimum:
- i. Proposed Facility schedules;
 - ii. Proposed rates;
 - iii. Proposed hours of operation
 - iv. Proposed program offerings;
 - v. Proposed staffing;
 - vi. Draft checklists for Natatorim/Pool Maintenance (daily, weekly, monthly, quarterly, annually);
 - vii. Draft Cleaning and Maintenance Checklists (daily, weekly, monthly, quarterly, annually);
 - viii. A draft marketing plan outlining the big picture goals for how Operator intends to market the Facility;
 - ix. Risk Management plan including life safety, an emergency action plan, emergency closures, notifications, etc.; and
 - x. An initial broad-picture Concessions Plan outlining how Operator intends to increase revenues at the Concession stand and how Operator will track the success of products offered for sale (food, t-shirts, swimsuits, souvenirs, etc.). The plan shall recommend concession hours, promotions, and menus that have the potential to increase traffic and revenue at the concession stand. Additionally, the plan must address, at a minimum, training personnel in concessions and gate keeping, customer satisfaction, proper food handling, and food handler certifications.
- b. Personnel Policy and Procedure Manual: The Operator shall utilize its own personnel policy and procedure manual (hereinafter “Manual”) for all Operator personnel. A copy of the Manual shall be provided to the City upon the signing of this Agreement. Operator shall review its Manual by November 1st of each year to ensure it fully complies with all State and local laws. Any deficiencies shall be addressed and corrected by Operator and a revised Personnel Policy and Procedure Manual shall be prepared. Operator shall provided City with a copy of any updates or changes to Operator’s Personnel Policy and Procedure Manual.
- c. Budget: Operator shall submit a proposed operating Budget to the City for review. The initial proposed budget shall encompass the timeframe from October 1, 2016 to June 30, 2017. Thereafter, Operator shall submit a proposed budget annually no later than April 1st of each year. City shall review the proposed budget, discuss any requested modifications with Operator and present the proposed operating budget to the City Council for review and approval during the annual budget process each year. Other than the initial operating budget, annual budgets should encompass the timeframe from July 1 to June 30.

Because the Facility is a public facility, Operator and Operator’s staff must observe a strict impartiality as to rates and services charged to all visitors in all circumstances. Complimentary and reduced rates may only be provided under circumstances which are customary in the course of business of the character conducted under this Agreement.

The City reserves the right to review and modify the Operator’s complimentary or reduced rate policies and practices as part of its budget approval.

- d. Marketing Plan: Operator shall provide a quarterly marketing plan to City outlining how Operator will market the Facility during that quarter and providing copies of proposed brochures, schedules, fliers, promotional materials, etc. Operator shall also provide an update on marketing during Operator’s monthly report to the City Council.
- e. Maintenance Plan: The Maintenance Plan shall include, but is not limited to, addressing how Operator will provide continued maintenance of the Facility and the equipment located within the Facility. Examples of areas to be addressed include:
 - 6. Maintenance, incorporating the manufacturers recommended procedure to comply with and maintain warranties of new equipment;
 - 7. Upkeep and maintenance of building equipment, including fitness equipment, pumps, valves, regulators, etc.,
 - 8. Upkeep and maintenance of sanitation and hygiene throughout Facility;
 - 9. Training of personnel on maintaining proper Facility cleanliness;
 - 10. Checklists and schedules for daily, weekly, monthly, quarterly and annual cleaning;
 - 11. Recommended cleaning and maintenance supply list;
- f. Concession Plan: Operator shall review the Concession Plan quarterly and make amendments as necessary. Updates on concession sales shall be provided to the City Council monthly along with the regular monthly report to council.
- g. Transition Plan: The Transition Plan shall address a plan of action for training the City to manage the Facility on its own with a projected timeline and steps on how the City could achieve self-management of the Facility. The Transition Plan shall also provide for the orderly transfer of responsibilities, technical information, manuals and plans, maintenance logs, inventory and locally trained staff to a new operator should the City decide not to manage the Facility itself. The Transition Plan shall identify, with specificity, which records are to be retained by Operator.
- h. Amendment or Modification: Schedules, hours of operation, or staffing requirements may be amended or modified. Any amendment or modification to the hours of operation will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement with full affect. The parties agree that any amendment or modification will be in accordance with the fees and budget set out in this Agreement.
- i. Summary of Plan Deadlines: Operator shall provide draft Plans per the deadlines outlined below. City shall review the drafts and provide any feedback to Operator. Thereafter, Operator shall complete and submit the final plan to City.

Description	Draft Deadline	City Response Deadline	Final Plan Due
Operation Plan (year 1)	October 1, 2016	October 31, 2016	December 30, 2016

(2016 to June 30, 2017)			
Operation Plan (year 2) July 1, 2017 to June 30, 2018	April 1, 2017	April 30, 2017	June 30, 2017
Policy & Procedure Manual * Same dates annually thereafter	November 1, 2016	December 1, 2016	December 15, 2016
Operating Budget (year 1) (2016 – June 30, 2017)	October 1, 2016	October 31, 2016	December 30, 2016
Operating Budget (year 2) July 1, 2017 to June 30, 2018	March 1, 2017	March 30, 2017	June 30, 2017
Quarterly Marketing Plan 1 st Qtr (Jan – Mar) 2 nd Qtr (Apr – Jun) 3 rd Qtr (Jul – Sep) 4 th Qtr (Oct – Dec)	Dec 1 Mar 1 Jun 1 Sep 1	Dec 15 Mar 15 Jun 15 Sep 15	Dec 30 Mar 30 Jun 30 Sep 30
Maintenance Plan	9/15/16	10/15/16	11/1/16
Transition Plan	10/1/16	10/30/16	11/15/16

8. PERSONNEL:

- a. Operator shall employ only personnel who have been properly trained, certified (if appropriate for the position at issue), and screened by Operator in accordance with Operator’s personnel policy rules.
- b. Non-Discrimination: In carrying out this Agreement, Operator shall not discriminate against any employee or applicant for employment because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran. Operator’s Personnel Policies and Procedures Manuals shall clearly reflect a non-discrimination policy.
- c. Personnel Approval: All personnel will be pre-screened, hired, trained, disciplined (if appropriate), and terminated (when appropriate) by Operator in accordance with Operator’s personnel policies and procedures manual.
- d. Employer. All personnel who will work at the Facility under the terms of this Agreement shall be employees of Operator, and not employees of City. Operator will pay the following for Operator’s employees:
 - i. Wages;
 - ii. Income tax withholdings;
 - iii. Social security withholdings;
 - iv. Medicare withholdings;
 - v. State unemployment insurance;
 - vi. Workmen’s Compensation insurance;
 - vii. Any other State of Alaska or federal requirements.
- e. Reporting: Operator shall be solely responsible for complying with all State of Alaska and Federal employment reporting requirements such as, but not limited to, OSHA injury reporting, worker’s compensation reporting, child labor reporting, etc.

- f. Certification: All lifeguards employed by Operator shall have, at a minimum, current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates, or equivalent Lifeguard Training Certificates as required by the State of Alaska.

At all times during the term of this Agreement, Operator shall have at least two (2) employees with current certification as a Certified Pool Operator (CPO). At least one (1) of the CPO's shall serve in a management capacity.

- g. Identification: Lifeguards and all other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying Operator's name and/or logo as well as identification badges.
- h. Authority: To create a safe and enjoyable experience, Lifeguards and management staff shall have the authority to discipline all individuals, including expulsion, who use the Facility and will do so within the Lifeguards or management staff's best judgment and sole discretion and will be consistent with all published and posted rules of the Facility and minimum safety standards. City agrees to support Lifeguard or management staff in enforcing the Facility rules and regulations to provide a safe environment.
- i. Drug, Alcohol and Tobacco Free Workplace: The Operator shall maintain, to the greatest extent possible, a drug, alcohol and tobacco free environment within and outside the Facility. The Operator shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, marijuana or alcohol, is prohibited in the Facility, and specifying actions that will be taken against the employee's for violating the prohibition. In addition, Operator shall establish a drug, alcohol, marijuana and tobacco-free awareness program to inform employees about the danger of drug, alcohol and tobacco abuse in the workplace and the Facility and Operator's policy of maintaining a drug, alcohol and tobacco-free environment both in the workplace and in the Facility. Subject to applicable laws, the Operator shall take appropriate personnel action, up to and including termination, for any employee that is found to be in violation of any of these prohibitions.
- j. Minimum Staffing/Services:
- i. Lifeguards: Operator will provide a sufficient number of qualified lifeguards to maintain adequate safety standards at the Facility and to comply with all Alaska rules and regulations. The lifeguards shall be responsible for maintaining orderly and safe conditions in and around the pool.
 - ii. Instructors: Operator shall provide qualified instructor's to regularly provide swim lessons, exercise lessons and instruction for proper use of Facility equipment. The goal of providing lessons shall be to generate revenue and attendance at the Facility.
 - iii. Gatekeepers/Concession Workers: Under this Agreement, Operator will provide a sufficient number of gatekeepers/concession workers to be on duty at all times during open hours.

- iv. Maintenance/Housekeeping: Operator will provide a sufficient number of employees to ensure the Facility remains reasonably clean at all times. Sufficient personnel must be on duty at all times to ensure regular inspections of the restrooms and locker rooms. Locker rooms are to be checked at a minimum once every fifteen (15) minutes in order to ensure the water is not left running, the area is reasonably clean, and theft is reasonably deterred.

9. FACILITY CLOSURE

- a. In case of emergency, Operator may close the Facility temporarily. An emergency may include, but is not limited to, any failure or threatened failure of Facility equipment or other unforeseen causes outside Operator's control. Such action will be documented in writing to City. City will be notified immediately by phone and fax of such closure. Further, Operator will publicly post the closing for such action at the location, will advise the local radio station as soon as practicable and will take all reasonable steps to inform the general public of the closure. No refunds will be given for temporary closings without the authorization of the City Council.
- b. The date on which the Facility is closed for any reason under this section will be the Facility Closing Date. The Facility may be closed by Operator for the following:
 - 1) Emergency Closing: Operator reserves the right to close the Facility if, in Operator's personnel's reasonable belief, there is a threat to the safety or welfare of visitors which may result from (without limitation): hazardous weather advisories, or contamination. Operator personnel will reasonably attempt to contact City's Representative if it is necessary to close the Facility early.
 - 2) Breakdown and Repair of Facility: In Operator's best judgment, Operator reserves the right to close the Facility due to a breakdown of the Facility including, without limitation, the Facility:
 - i. Is significantly inoperable for whatever reason;
 - ii. Requires repairs that must be performed during Facility hours of operation; or
 - iii. Requires repairs necessitating the pool being drained of water.
 - 3) Annual Maintenance Closure: Operator and City agree to schedule an annual closure of the Facility for necessary cleaning and other repairs. It is anticipated the closure will be no longer than two (2) weeks in duration and will be done in sections so as to minimize disruption to users of the Facility (for example, the pool area will be closed while the work-out rooms are open). Based on previous usage data, such annual closure will be scheduled for the summer months whenever possible. This schedule may be amended however, as more reliable user data is collected.
- c. In the event of a Facility Closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and Operator will not refund any amounts of compensation paid by City because of a Facility Closing, except as allowed in Section d below.

- d. Should a time lapse of more than seven (7) days from the Facility Closing Date be necessary to perform repairs and/or restore the Facility to normal operations due to the negligent acts or omissions of Operator, then beginning on the tenth (10th) day, Operator shall refund to City ½ percent (0.5%) per day of the total Agreement compensation. If the Facility is not opened for normal operation within ten (10) days after the Facility Closing Date due to the negligent acts or omissions of Operator, then the City may cancel this Agreement by giving seven (7) days advance written notice to Operator.

10. PRIVATE USE OF FACILITY

The Facility is a municipal facility required to be made available to all members of the public. For this reason, the Facility may not be closed to the public for the sole purpose of accommodating the private use of the Facility.

Operator may make the Facility available for private use only after regular Facility hours. Private parties will be booked by the Operator and staffed by lifeguards and other necessary personnel provided by the Operator. The Operator will strictly enforce the Facility rules at these private events and if for any reason the persons attending do not adhere to the Facility rules, the Facility may be closed.

11. ADDITIONAL FACILITIES

City acknowledges that neither the parking lot nor the wind turbine used to provide additional power to the Facility are under the direct supervision of Operator's personnel and shall be beyond the parties' intended scope of services to be provided by Operator.

In no event shall Operator be liable to any party for any loss or claim arising from any injury, damage, cost or other event or occurrence which takes place in any area not directly assigned to Operator under this Agreement, including but not limited to the Facility parking lot and the wind turbine (and area surrounding the wind turbine) used to provide additional power to the Facility.

12. REPAIRS/MAINTENANCE

- a. Operator, at the City's sole expense, shall be solely responsible for maintenance, preventative maintenance, repairs and housekeeping of the Facility to the reasonable satisfaction of the City and in accordance with the approved Maintenance Plan. Operator maintenance (which may be performed by subcontractors) includes, but is not limited to, all surfaces, systems and furniture, fixtures and equipment. This includes pool systems, data and information technology systems, fitness and exercise equipment, concession equipment, HVAC systems, electrical systems and fire and life safety systems.
- b. Operator shall at all times during the term of this Agreement provide and maintain adequate safety equipment as outlined in Exhibit "B".
- c. Maintenance Records and Logs. The Operator shall maintain maintenance records and logs. At a minimum, these records shall include:
 - i. To the extent that the following pertains to matters for which Operator is responsible and that are included in the services to be performed by Operator under this Agreement and/or all other related documents, demonstrated

compliance with current Alaska Department of Environmental Conservation (ADEC) regulations, including, but not limited to, the recording of the following information for each day that the Facility is open to the public:

- ✓ The hours of operation;
 - ✓ The length of time that the pumps and filters are in operation, and the rate of pressure, vacuum, and rate of flow readings;
 - ✓ The date that each filter is backwashed or cleaned;
 - ✓ The frequency and results of alkalinity and hardness tests;
 - ✓ The frequency and results of pH and disinfectant tests (pH and disinfectant tests must be made two [2] or more times, and depending upon chlorine or bromine demand);
 - ✓ The amount of water and chemicals added to maintain water quality;
 - ✓ Equipment failure;
 - ✓ Any gross water contamination, for example, vomiting, feces, etc.; or
 - ✓ Repair while the pool is in operation
- ii. The Operator shall submit duplicate records on a monthly basis to ADEC while the Facility is in operation.
- iii. Check-lists for routine maintenance, preventative maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annual and annual).
- iv. Equipment logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines and specifications.
- v. Confined space entry equipment (as specified by manufacturer).
- vi. All logs and records must be maintained for a minimum of three (3) years.
- d. City shall be responsible for causing the completion of all major structural repairs. Operator shall be solely responsible for reporting any repair needs to the City as soon as they are identified. The City will provide snow plowing of the parking lot and will maintain the Wind Turbine. The City does not intend to provide any other maintenance.
- e. Operator will supply all necessary personnel and chemicals to provide the services required by this Agreement that all materials, services and repairs shall comply with the annual approved budget and shall be charged to the City. It is also understood that equipment breakdowns cannot always be foreseen. Operator will do everything reasonable to maintain the Facility in good repair. Any extra usage of chemicals or labor as a result of repair will be billed to City. Operator assumes no liability or responsibility for water quality or facility maintenance due to breakdowns of City's Facility (unless caused by Operator), during periods of repair, or other unforeseen reasons causing damage to the Facility, and Operator shall not be responsible or liable to City for a facility closing due to a breakdown or repair unless that breakdown or repair was caused by Operator or Operator's failure to reasonably act. Operator will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Facility to like new condition, the cost of these services and chemicals will be charged to the City. Operator may close the Facility under this Section during which time Section 9 (Facility Closing) of this Agreement shall apply.
- f. Operator shall have authority to replace, repair or obtain the services of third parties to replace or repair Facility equipment for all repairs that are equal to or less than two

thousand (\$2000.00) dollars without the prior approval of City. Such items will be billed separately to City. City must provide written approval for any repair expected to cost more than two thousand (\$2,000.00) dollars, except when repairs are immediately required to prevent further damage to the Facility or when Operator reasonably believes there is an immediate need or emergency situation, or Operator is unable to reasonably contact City's Representative.

- g. Any repairs required as the result of Operator's gross negligence or willful conduct shall be done at Operator's sole expense, and shall not be subject to reimbursement.

13. SIGNAGE AND POSTING OF RULES

Operator shall prominently display a sign at the Facility in a conspicuous place stating Operator's name, address and phone number and designating Operator personnel as being responsible for the safety and welfare of users, the quality of the Facility and performance of Operator personnel.

14. DAMAGES DUE TO VANDALISM, WEATHER AND ACTS OF GOD

- a. Operator shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Facility or related facilities, and Operator shall not be responsible for any additional expenses to restore Facility to working order as a result thereof. Operator shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to City's Representative prior to undertaking any repairs.
- b. In the event of vandalism or mischief, inclement weather, or Acts of God, Operator personnel will take steps reasonably necessary to prevent additional damage to the Facility, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages other than that caused due to the negligence of Operator and its employees.

15. CHEMICAL AND MAINTENANCE SUPPLIES

- a. Operator will provide Facility chemicals including, but no limited to, **chlorine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, soda bicarbonate**, and other chemicals needed for normal Facility operation and to maintain Water Quality in a safe and sanitary manner.
- b. Operator will provide miscellaneous cleaning and operating supplies including **Facility test equipment and reagents, restroom cleaning materials, toilet paper, paper towels, light bulbs, trash bags, Facility tile cleaner, hand soap, sponges, etc.**
- c. Operator shall order sufficient quantities of all chemical and maintenance supplies during the summer barge season to have a full-year of stock on hand by the close of barge transportation (late summer). Chemical and maintenance supplies shall include all critical spare parts needed for proper operation of the Facility.

16. VISITOR SAFETY EQUIPMENT

Based upon the recommendations and training programs of the American Red Cross, the City mandates the equipment identified and set out in Exhibit B (Minimum Safety Equipment) of

this Agreement be present at the Facility at all times. This equipment is the property of the Facility.

Operator will inventory and inspect this equipment prior to the Facility transfer, will notify and inform City of any shortfalls and necessary purchases and repairs of same and will ensure the proper supplies are ordered, on hand, and, if feasible, will order any recommended spares.

17. INDEMNIFICATION, INSURANCE AND LIABILITY LIMITS

a. Indemnification

- 1) The Operator agrees to indemnify, defend, and hold harmless City against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of Operator, while performing Services at the Facility under this Agreement. The Operator shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the negligence or willful misconduct of the City, its employees, its agents or any other third party.
- 2) The City agrees to indemnify, defend, and hold harmless Operator against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of City. The City shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the negligence or willful misconduct of the Operator, its employees, its agents or any other third party.
- 3) This Agreement does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Agreement to maintain a suit based on this Agreement or any term or provision of the Agreement, whether for personal injuries, property damage, or any other claim or cause of action.

b. **Right to Defend Actions:** The indemnifying Party shall have the right, but not the duty, to assume the defense of any claim for which indemnification is sought. Any Party shall, as soon as practicable after receiving notice of any claim brought against it, deliver to the indemnifying Party full particulars thereof and shall render all reasonable assistance requested by the indemnifying Party in the defense of such claim.

c. **Indemnified Party not to Compromise:** Where any Party has an obligation to indemnify the other Party, such other Party shall not compromise or in any way settle any claim, lawsuit, action or cause of action without the express written consent of the other Party who has the obligation of indemnifying. Where such consent is not

obtained prior to such compromise in settlement, and the claim is, in fact, settled, then the Party who had the obligation of indemnifying shall be released and discharged from all obligations.

- d. Any payment payable by the indemnifying Party to the indemnified Party pursuant to this Section 17 shall be paid within forty-five (45) days from the date on which a claim for such payment accrues to the indemnified Party under this Agreement.
- e. **Required Insurance** - Operator shall maintain the following noted insurance during the duration of the Agreement as evidenced by the filing a certificate of insurance annually within two weeks of the annual renewal and including the City of Bethel as additional insureds:
 - i. **Workers' Compensation:** As required by AS 23.30.045, for all employees of the Operator engaged in work under this Agreement. The coverage shall include:
 - 1) Waiver of subrogation against the City;
 - 2) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
 - ii. **Commercial General Liability:** On an occurrence policy form covering all operations with combined single limits not less than:
 - 1) \$1,000,000 Each Occurrence;
 - 2) \$1,000,000 Personal Injury;
 - 3) \$2,000,000 General Aggregate; and
 - 4) \$2,000,000 Products-Completed Operations Aggregate.
 - iii. **Automobile Liability:** Covering all vehicles used by Operator in the performance of its duties with coverage limits not less than \$1,000,000 each occurrence.
 - iv. **Umbrella Coverage:** Not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability, completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The Umbrella coverage described herein covers general liability and automobile liability only.
 - v. The City shall be included as an additional insured on policies required by paragraphs 17.a.i thru iv above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel whether through self-insurance or otherwise for any claims subject to Operator's indemnification obligation set forth in this Agreement.

In any agreement with subcontractors performing work, the Operator shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be included as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnity and include the City as an additional insured through the use of a blanket additional insured endorsement.

- f. **Certificate of Insurance** - The Operator shall furnish evidence of insurance to the City upon renewal annually. The evidence shall be issued to the City and shall be a certificate of insurance:
- i. Denoting the type, amount, and class of operations covered;
 - ii. Showing the effective (and retroactive) dates of the policy;
 - iii. Showing the expiration date of the policy;
 - iv. Including all required endorsements;
 - v. Be executed by the carrier's representative; and
 - vi. If a certificate of insurance, include the following statement:

“This is to certify that the policies described herein comply with all aspects of the insurance requirements of the Yukon Kuskokwim Regional Aquatic Health and Safety Center. The Operator endeavors to notify the City, in writing, at least thirty (30) days before cancellation of any coverage or reduction in any limits of liability.”

The City’s acceptance of deficient evidence of insurance does not constitute a waiver of Agreement requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may, in the City's discretion, be sufficient grounds for declaring the Operator in default should Operator fail to cure said action within five (5) business days of notice from the City.

- g. **Liability Limits** - Both parties mutually agree to waive any remedy or claim for indirect, incidental, special or consequential damages or claims for loss of business or profits.

18. BONDING (Fidelity Bonds):

Fidelity Bonds – For the duration of this Agreement, Operator shall show evidence of, and maintain in force the following:

- a. An employee’s blanket fidelity bond which provides coverage for honesty and loss from fraudulent or dishonest acts by employees.
- b. Computer fraud fidelity bond, which provides coverage for the fraudulent transfer by computer causing wrongful abstraction of money, securities or other property.
- c. The two items above (i) and (ii) may be separate or combined into one form of bond in an amount not less than Two Hundred Fifty-Thousand (\$250,000) Dollars.

19. ACCOUNTING RECORDS AND REPORTS

- a. **Accounting System** - The Operator shall maintain an accounting system with an easy to understand account classification system under which its accounting can be readily identified. Such accounting system shall be capable of providing the information required by this Agreement, including but not limited to, revenues collected, repair and maintenance expenses, operating expenses, etc. The Operator's system of accounts classification shall be directly related to the Operator's annual budget, monthly and annual financial reports and invoicing.
- b. **Monthly Reports** - The Operator shall submit a monthly financial report to the City. The report shall be in narrative and numerical accounting format and include copies of all invoices supporting claimed expenses.
 - i. The narrative report shall clearly state if the overall operations, both revenue and expenses, are over or under budget for the month and the year, identify specifically what cost areas are over budget or revenue areas are under budget, provide an explanation as to any deviation and explain what corrective actions are required, if any.
 - ii. The numerical accounting report shall provide actual costs and revenues versus budgeted amounts for each category of accounts classification, reported for the specific month and cumulative for the year. Deviations from the operations plan, annual budget, or maintenance plan require advance written approval from the City Manager. The monthly report shall provide a record of all such approvals provided by the City the previous month.
 - iii. The monthly report shall be certified as true and correct by an officer of the Operator and submitted with the monthly invoice.
 - iv. In addition to the monthly financial reports, the Operator shall provide a monthly statistical and narrative report on the usage of the Facility. The report shall be in a form and format as approved by the City. The report shall be submitted monthly with the invoices and annually with the other annual reports.
 - v. **Miscellaneous Reports and Data:** From time to time the City may require the Operator to submit other reports and data regarding its performance under the Agreement or otherwise, including, but not limited to, operational information. This may include presentations to the City Council and discussing such things as programs, and local hire and training.
- c. **Annual Financial Report** - The Operator shall submit an annual financial report in the same form and format as the monthly reports. The narrative report shall summarize any significant cost and revenue deviations from the annual budget. The annual report shall be certified as true and correct by an officer of the Operator and submitted with the final invoice for that budget year.
- d. **Inventory** - The Operator shall perform an annual inventory of the real property as set forth in Exhibit A –Land, Real Property Improvements and Equipment. The inventory report shall be certified as true and correct by an officer of the Operator and submitted either before or along with the final invoice for that budget year.
- e. **Accounting Records** - For all expenditures made for the operations and maintenance of

the Facility, the Operator shall maintain and make available, on reasonable notice, for inspection and examination, at all reasonable times, all records relating to this Agreement and of transactions performed pursuant to this Agreement for a minimum of five (5) years from the date of the record. If the City has reasonable cause to believe that any information on the monthly or annual financial report is not accurate, the City may audit the books and/or estimate the figures based on any information available.

- i. The City shall notify the Operator, in writing, that the City has estimated the amount of sales and revenue, stating the estimated amount. The City shall serve the notice on the Operator by delivering the notice to the Operator as per the notice section of this Agreement.
- ii. The City's estimate shall become a final determination unless:
 - 1) The Operator, within thirty (30) days after service of notice of the estimate, files a formal appeal to the City Manager; or
 - 2) The Operator files a complete and accurate financial statement indicating the figures in question and explaining them to the satisfaction of the City.
 - 3) In either event above, Operator consents to an independent audit and agrees to cooperate fully with the audit process.
 - 4) The City may request, and the Operator must furnish, any additional information deemed necessary for a correct evaluation of the finances of the Facility.

f. **Sales Tax Records** –Operator shall familiarize themselves with, at a minimum, that portion of the Bethel Municipal Code (hereinafter “Code”) which deals with Sales Tax. Operator shall collect the appropriate sales taxes for each sale and rental at the facility (currently 6%). The taxes shall be in addition to the sales and rental costs. Operator shall file a City of Bethel tax return form and shall remit the appropriate taxes as per the Code and any subsequent amendments thereto.

g. **Audit by City:** The City reserves the right to conduct an annual audit by an external expert and/or industry professional at any time for any reason; provided, however, the City shall not seek or use the services of a competitor of Operator. Operator agrees to cooperate by providing, upon reasonable notice which shall be not less than thirty (30) days prior to the date of audit, and at no additional cost, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the request by the finance director or City Manager. In the case of an audit, the City shall be responsible for selecting and scheduling the audit. The audit may include, but is not limited to:

- i. Agreement Compliance
- ii. Review of Financial Records that relate to the services performed under this Agreement
- iii. Staff Skills Assessment
- iv. Staff Selection and Training Procedures
- v. Policies and Procedures Review
- vi. Site Inspection
- vii. Code Compliance and Record Keeping Practices
- viii. Adherence to Aquatic Safety Standards

ix. Facility and Equipment Maintenance

In the event deficiencies are identified in the audit, the Operator and the City will be required to discuss, in good faith, such findings as well as the extent to which any corrections may be made.

If the independent audit discovers more than five percent (5%) of the annual budget in errors resulting from Operator's failure to accurately report revenues, expenses and/or sales and taxes due thereupon, the Operator shall bear responsibility for the full cost of the audit. Otherwise the cost of the audit will be borne solely by the City.

- h. **Dispute:** If any dispute arises between the Parties, all records relating to matters involved in such Dispute shall be preserved until the resolution of such Dispute. Certified copies of such records as are required to be maintained by this Agreement shall be made available at the requesting Party's cost and expense.

20. NOTICES

- a. **Safety:** It is the Operator's duty and responsibility to notify the City of any problems or areas of concern pertaining to safety of the Facility and its patrons.
- b. **Injury:** Operator shall notify the City of any injuries requiring medical attention or any significant incidences (such as potential drowning) as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.

All notices required or permitted under this Agreement shall be in writing [in English] and shall be sent to:

OPERATOR: *Health Fitness Corporation*

400 Field Drive
Lake Forest, IL 60045
Attention: Contract Administration Associate
Facsimile: 847.615.3872
Email: contracts@hfit.com and lawcontracts@trustmarkins.com

CITY:	City of Bethel	with copy to	City of Bethel
	Attn City Manager		Attn City Attorney's Office
	PO Box 1388		PO Box 1388
	Bethel AK 99559-1388		Bethel AK 99559-1388

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

OPERATOR: James Aranowski, Regional Vice President, 248.427.8140

CITY: Ann K. Capela, City Manager, (907) 543-1373 or (907) 545-0143

Either party may notify the other Party of a change to its name, relevant addressee, address or facsimile number, provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place or, if no date is specified or the

date specified is less than fifteen (15) business days after the date on which notice is given, the date falling thirty (30) business days after notice of any such change has been given.

21. SUSPENSION/TERMINATION

- A. **Suspension.** In the event of danger to life or significant damage to the Facility, the City may temporarily suspend operations under this Agreement in whole or in part. As soon as practicable, the City will give notice to the Operator and will determine a re-open plan. During such period of suspension, the City shall continue to pay to Operator all amounts due under this Agreement.

- B. **Cancellation for Un-Appropriated Funds:** The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Operator at least one hundred twenty (120) days prior to the Effective date of such cancellation. The obligation of the City for payment to Operator is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

- C. **Termination for Convenience:** Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least one (1) year prior written notice to the non-terminating party.

- D. **Events of Default:**
 - i. **Cancellation for Non-Payment:** If for any reason payment in full of any charge is not received within thirty (30) days from the due date, the Operator may cancel this Agreement and terminate all services by giving a fourteen (14) day written notice to terminate at the end of such fourteen (14) day period without further liability whatsoever.
 - ii. **Cancellation by Mutual Agreement:** Operator and City may cancel this Agreement at any time by mutual written agreement. Each party shall be required to continue full performance under the terms of this Agreement until the effective cancellation date.
 - iii. **City's Event of Default:** Each of the events described below shall constitute a City Event of Default:
 - 1) A material breach by City of any obligation under this Agreement, which (where capable of remedy) has not been remedied within thirty (30) days following notice from Operator stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if City has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30) days, it shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary and approved by Operator to complete the remedial action;
 - 2) City has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact which renders any such representation or warranty materially misleading;

- 3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of City, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
- 4) Except for the purposes permitted under subsection 3, the occurrence of any of the following events (other than as a direct result of Operator Event of Default):
 - Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to the Facility;
 - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
 - The making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of the Facility, which order has not been set aside or stayed within sixty (60) days; and
- 5) City ceasing to hold a license, permit or consent, as a result of breach by City of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.

iv. **Operator Event of Default:** Each of the events described below shall constitute an Operator Default:

- 1) A material breach by Operator of any obligation under this Agreement, which (where capable of remedy) has not been remedied within thirty (30) days following notice from City stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if Operator has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30), it shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary to complete the remedial action;
- 2) Operator has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact which renders any such representation or warranty materially misleading;
- 3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of Operator, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
- 4) Except for the purposes permitted under subsection 3), the occurrence of any of the following events (other than as a direct result of City Event of Default):
 - Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to Operator;
 - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
 - The making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of Operator, which order has not been set aside or stayed within sixty (60) days; and

- 5) Operator ceasing to hold a license, permit or consent, as a result of breach by Operator of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.
- v. **Consequences in the Event of Default:** In the case of Operator Event of Default, City may terminate this Agreement and in the case of a City Event of Default, Operator may terminate this Agreement, in either case by giving a notice (“Termination Notice”) to the other whereupon this Agreement shall terminate upon the date specified in such Termination Notice or such later date as the Parties may have agreed.
- vi. **Sole Grounds for Termination:** The provisions of this Paragraph 21, and any other provisions in this Agreement wherein a termination right exists, shall be the sole and exclusive grounds on which the Parties may terminate this Agreement.
- vii. **Damages/Payment in the Event of Termination:** In the event of termination of this Agreement for breach, the total compensation due to the Operator for such termination shall be calculated based on the work completed through the effective date of termination.

Upon termination of this Agreement for any reason or upon its expiration, and except as otherwise provided in this section the Operator shall, at the Operator’s sole expense, promptly vacate the premises, remove all of the Operator’s personal property, repair any damages occasioned by installation or removal of such property (reasonable wear and tear excepted), and ensure the Facility is in at least as good condition as it was at the beginning of the term of this Agreement, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Agreement. Operator shall also comply with all applicable requirements of the transition plan. *All documents, manuals, logs and other records prepared by Operator during the operation of the Facility shall be turned over to the City at the termination or expiration of this Agreement.*

22. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve all issues.

- 1) Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) days of the alleged grievance.
- 2) Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) days of the grievance occurring.
- 3) If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from City and Operator empowered to resolve the matter. The meeting shall occur within thirty (30) days from the date the grievance occurred unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
- 4) Should the face-to-face meeting fail to resolve the matter; the parties agree to submit the matter to a court having competent jurisdiction by filing a complaint.

23. CONFIDENTIALITY AND SECURITY

Each party shall take all proper steps to keep confidential any trade secrets or confidential information learned about the other party or its customers during the course of this Agreement.

Each party shall protect the keys and other secure property of the other party and shall take appropriate and reasonable steps to ensure security is maintained. In the event of a breach of security, the party whose security is breached shall notify the other party as soon as practicable.

24. CONFLICTS:

Neither Operator nor any of Operator's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Operator's loyal and conscientious exercise of judgment and care related to Operator's performance under this Agreement.

Operator further agrees that none of Operator's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she or Operator is not a party, unless compelled by court process. Further, Operator agrees that such persons shall not give sworn testimony or issue a report in writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Operator or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Operator is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Operator agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Operator. If Operator is unable to require a subcontractor to comply with the provisions of this section, then Operator shall notify the City and the parties agree to discuss, in good faith, reasonable alternatives.

25. SUBCONTRACTORS:

Operator may hire or retain such employees and subcontractors as it deems reasonably necessary or appropriate in connection with the Services provided under this Agreement. Prior to hiring any subcontractors, Operator shall ensure the subcontractor is eligible to work on City facilities. Eligible subcontractors are those that:

- a. Are not delinquent in their remittance of city sales taxes or other fees;
- b. Have a State of Alaska business license;
- c. Are properly licensed and/or certified to perform the services for which they are being retained (when applicable).

In the event Operator engages any subcontractor in the performance of this Agreement, Operator shall ensure that all of Operator's subcontractors perform in accordance with the terms and conditions of this Agreement. Operator shall be fully responsible for all of Operator's subcontractors' performance, and liable for any of the Operator's subcontractors'

non-performance and all of subcontractor's negligent acts and omissions. Operator shall defend, at Operator's expense and indemnify and hold City and City's officers, employees and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement or judgment, including any award of reasonable attorneys' fees and any award of reasonable costs, by or in favor of any of Operator's subcontractors for payment for work performed for City by any of such subcontractors; provided that City made available and paid to Operator the funds necessary to pay such subcontractor for work performed for the City, and from and against any third party claim, lawsuit, action, fine, penalty, settlement or judgment, including any award of reasonable attorney fees and any award of reasonable costs, to the extent occasioned by or arising out of any negligent act or omission by any of Operator's subcontractors.

26. GENERAL PROVISIONS:

- a. Amendments: This Agreement may only be amended or varied by the written agreement of both Parties.
- b. Assignment and Performance: Neither this Agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party whose consent shall not be unreasonably withheld, conditioned or delayed.
- c. Captions/Headings: The captions or headings of this Agreement are for convenience or reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.
- d. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements, relationships or negotiations, written or oral. Any rights or liabilities arising by reason of any prior written or oral representations, whether or not at the date of this Agreement, are canceled to the extent they have any bearing on this Agreement.
- e. Further Assurance: Each Party agrees to execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary for the carrying out of the provisions of this Agreement.
- f. Good Faith: The Parties undertake to act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its objectives.
- g. Governing Law: This Agreement shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Agreement shall be filed in the appropriate local or federal court. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys fees.
- h. Interpretation: Whenever the terms of this Agreement are unclear, the parties and any court reviewing the same shall first look to this Agreement, then the Request for Proposals (Exhibit D) and finally the Operator's Proposal (Exhibit E) for clarity as to the parties' intent. Notwithstanding the foregoing, any conflict between the terms contained in the Scope of Work and the terms contained in either Exhibit D and/or Exhibit E shall be resolved in favor of the terms contained in the Statement of Work.

- i. Joint Drafting: The parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- j. Hazardous Materials: Operator will be working with pool chemicals which are considered hazardous materials. Operator is required to follow all Alaska Department of Environmental Conservation (DEC) rules and regulations regarding the proper storage, use and disposal of the Facility chemicals. Any spills will be reported immediately to the City and DEC and clean-up will be undertaken as per 18 AAC 75.300, et al. If a spill or hazardous condition is caused by or materially contributed to by Operator and/or their use of the Facility, Operator shall be solely responsible for the safe clean-up and disposal of the hazardous material(s).
- k. Legal, Regulatory And Policy Compliance: This Agreement, operations thereunder by the Operator, and the administration of it by the City shall be subject to all applicable state, federal and local laws, especially, but not limited to, 18 AAC 30.500-590 (Regulations for Public Swimming Pools and Spas). Operator agrees to comply with all applicable laws in fulfilling its obligations under this Agreement at its sole cost and expense; provided, however, Operator shall have no responsibility or liability whatsoever for any costs or expenses associated with compliance with applicable federal state, and/or local laws, rules or regulations covering public access to the Facility (e.g. the American Disabilities Act access standards).
- l. Materiality: City and Operator agree that each requirement, duty and obligation set forth here was bargained forth at arm's length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
- m. Public Release: All information required to be submitted to the City by the Operator pursuant to this Agreement is subject to public release by the City.
- n. Intellectual Property. Each party acknowledges that the other party owns Intellectual Property as of the effective date of this Agreement, the possession of which shall not be challenged while this Agreement is in effect nor upon expiration or termination of this Agreement. Each party agrees that, except as explicitly and specifically provided in this Agreement, it shall acquire no license, right, title or interest in or to the other party's Intellectual Property by virtue of this Agreement. For purposes of this Agreement, "**Intellectual Property**" means the collective reference to all rights, title, interest, and privileges in or relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including all creative or proprietary interests, data, tools, business processes, methods, symbols, copyrights, patents, trademarks, service marks, trade names, trade secrets, internet domain names and licenses, whether now or hereafter existing.

The City shall own and continue to own: (i) all Intellectual Property owned by the City prior to the date of this Agreement, and (ii) all Intellectual Property developed or purchased by the City independent of and apart from this Agreement (collectively, "**City Intellectual Property**"), and nothing herein grants or transfers to Operator any ownership interest in such City Intellectual Property.

Operator (including, for all purposes, Operator's Affiliates, and third party licensors) shall own and continue to own all Intellectual Property owned by Operator prior to the date of this Agreement, including, without limitation, (i) all registrations worldwide for a family of trademarks incorporating the term *Live for Life*, used for a variety of health-related goods and services and (ii) all programming and operational manuals prepared by Operator for delivery of services and management of the Facility under this Agreement and all systems and methods of delivery for the services and management of the Facility (collectively, "**Operator Intellectual Property**"), and nothing herein grants or transfers to the City any ownership interest in such Operator Intellectual Property, even if such Intellectual Property is embodied in any services or deliverables provided to the City under this Agreement. Notwithstanding the foregoing, the City shall have the right to use and reproduce, for its business purpose and not in any way that competes with Operator, such reports and manuals produced for it by Operator under this Agreement without having to pay a royalty to Operator and (ii) Operator shall have the right to use, consistent with its customary business practices, any Operator Intellectual Property (which shall not include any City data) contained in such reports. For purposes of this Agreement, the term "**Affiliate**" shall mean any other entity directly or indirectly controlling, controlled by or under common control with entity. An entity shall be deemed to control another entity if the controlling entity owns fifty-one percent (51%) or more of any class of voting securities (or other ownership interests) of the controlled entity or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled entity, whether through ownership of stock or other ownership interests, by contract or otherwise.

- o. Relationship of Parties: This Agreement does not create an association, joint venture, or partnership between the Parties. Neither Party has any right, power or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other.
- p. Right of Entry: The City shall have the right at any time to enter upon or into the Facility for any purpose it may deem necessary for the administration of this Agreement.
- q. Rights and Remedies: The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be those expressly set forth in this Agreement, as well as permitted at law or in equity.
- r. Severability: If a court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement are unenforceable it shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- s. Successors: This Agreement binds and ensures to the benefit of the Parties and their respective successors and permitted assigns.
- t. Taxes: Any and all taxes or assessments of any nature that may be lawfully imposed by the State or the City upon the business, including sales taxes, shall be collected and paid promptly by the Operator.
- u. Third Parties: This Agreement does not grant rights or benefits of any nature to any third party.
- v. Waiver: The failure of either party to insist, enforce or require strict performance of any provision in the Agreement or to act in respect to the defaults of the other Party, and no acceptance of payment or performance during the continuance of any such default

precludes any right, relief or remedy available to the non-defaulting Party, and may not be relied on by the other Party as a consent to those defaults.

27. REPRESENTATION AND WARRANTIES

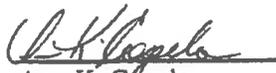
- a. Operator represents and warrants to City that:
 - i. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of Operator and does not conflict with the terms of any other agreement by which it may be bound;
 - ii. All approvals necessary to allow Operator to enter into this Agreement and to carry out the obligations contemplated herein have been given or received and shall remain in full force and effect;
 - iii. There are no applicable constitutional provisions, laws, regulations, decrees or rules of Competent Authorities of Alaska in force on the date of execution of this Agreement, which restrict or prohibit the ability of Operator to enter into and perform the terms of this Agreement. Operator is not entitled to immunity from legal process or jurisdiction on grounds of sovereignty or otherwise; and
 - iv. This Agreement does not conflict with any provisions of any law, including any regulation of the State of Alaska as in effect on the date of execution of this Agreement.

- b. City represents and warrants to Operator that:
 - i. It is a validly existing municipal corporation under the laws of the State of Alaska;
 - ii. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of City and does not conflict with the terms of any agreement by which it may be bound; and
 - iii. There are no provisions of any organizational document of City which restrict or prohibit the ability of City to enter into and perform the terms of this Agreement.

28. EXHIBITS

- Exhibit A – Land, Real Property Improvements and Equipment
- Exhibit B – Minimum Safety Equipment Required
- Exhibit C – Preliminary Operations Plan & Budget
- Exhibit D – City’s Request for Proposal
- Exhibit E – Operator’s Proposal
- Exhibit F – Scope of Work

CITY OF BETHEL


Ann K. Capela
City Manager

HEALTH FITNESS

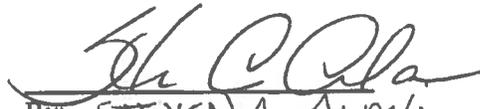

By: STEVEN A. ALAVI
Its: CFO
6/30/16

Exhibit A
Land, Real Property Improvements and Equipment

[SEE ATTACHED DOCUMENTS]

Exhibit "A"



Architects Alaska, Inc.
 200 W. 4th Ave., Suite 400
 Anchorage, Alaska 99501-3000
 111 E. Astor Blvd., Suite 200
 Fairbanks, Alaska 99701-3000
 2023-2500 or 783-5100 fax

Consultant:



City of Bethel
 YUKON KUSKOKWIM REGIONAL
 AQUATIC HEALTH AND SAFETY CENTER
 Bethel, Alaska

Revision	Date
1	10/11/01
2	10/11/01
3	10/11/01
4	10/11/01
5	10/11/01
6	10/11/01
7	10/11/01
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100	10/11/01

DRAWINGS INDEX	
GENERAL	001 GENERAL NOTES
MECHANICAL	100 MECHANICAL SYSTEMS AND DETAILS
ARCHITECTURAL	200 ARCHITECTURAL SYSTEMS AND DETAILS
SWIMMING POOL	300 SWIMMING POOL SYSTEMS AND DETAILS
ELECTRICAL	400 ELECTRICAL SYSTEMS AND DETAILS
FIRE PROTECTION	500 FIRE PROTECTION SYSTEMS AND DETAILS

STATE MAP

COUNTY MAP

PROJECT LOCATION

ABBREVIATIONS	
AD	ADJUSTABLE
AL	ALUMINUM
AS	ASTM SPECIFICATION
AW	AWG GAGES
BA	BALANCE
BB	BALANCE
BC	BALANCE
BD	BALANCE
BE	BALANCE
BF	BALANCE
BG	BALANCE
BH	BALANCE
BI	BALANCE
BJ	BALANCE
BK	BALANCE
BL	BALANCE
BM	BALANCE
BN	BALANCE
BO	BALANCE
BP	BALANCE
BQ	BALANCE
BR	BALANCE
BS	BALANCE
BT	BALANCE
BV	BALANCE
BW	BALANCE
BX	BALANCE
BY	BALANCE
BZ	BALANCE
CA	CALIBER
CB	CALIBER
CC	CALIBER
CD	CALIBER
CE	CALIBER
CF	CALIBER
CG	CALIBER
CH	CALIBER
CI	CALIBER
CJ	CALIBER
CK	CALIBER
CL	CALIBER
CM	CALIBER
CN	CALIBER
CO	CALIBER
CP	CALIBER
CQ	CALIBER
CR	CALIBER
CS	CALIBER
CT	CALIBER
CU	CALIBER
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EV	ELECTRICAL
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FA	FIRE PROTECTION
FB	FIRE PROTECTION
FC	FIRE PROTECTION
FD	FIRE PROTECTION
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OS	OPEN
OT	OPEN
OU	OPEN
OV	OPEN
OW	OPEN
OX	OPEN
OY	OPEN
OZ	OPEN
PA	PARTITION
PB	PARTITION
PC	PARTITION
PD	PARTITION
PE	PARTITION
PF	PARTITION
PG	PARTITION
PH	PARTITION
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PK	PARTITION
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PM	PARTITION
PN	PARTITION
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PP	PARTITION
PQ	PARTITION
PR	PARTITION
PS	PARTITION
PT	PARTITION
PU	PARTITION
PV	PARTITION
PW	PARTITION

YK Regional Aquatic Center
Furniture, Fixtures, and Equipment
Part One (YKHC)

*Enhibit A
EQUIPMENT
INVENTORY*

Line #	Procurement Package	Room #	Room Name	Item Description	Mf'r	Model #	Make, Model, Important Features, Basis of Estimate	Qty
82	Fitness Equip	107	Exercise Room	leg extension machine	Paramount	XL2-100	Paramount Leg Extension XL2 Series 250 lb Standard	1
83	Fitness Equip	107	Exercise Room	leg curl machine	Paramount	XL2-200	Paramount Seated Leg Curl XL2 Series 250 lb Standard	1
84	Fitness Equip	107	Exercise Room	leg press	Paramount	XL2-300	Paramount Leg Press XL2 Series 210 lb Standard	1
85	Fitness Equip	107	Exercise Room	chest press machine	Paramount	XL2-900	Paramount Seated Chest Press XL2 Series 250 lb Standard	1
86	Fitness Equip	107	Exercise Room	seated row	Paramount	XL2-1200	Paramount Seated Row XL2 Series 170 lb Standard	1
87	Fitness Equip	107	Exercise Room	abs machine	Paramount	XL2-1400	Paramount Abdominal XL2 Series 190lb Standard	1
88	Fitness Equip	107	Exercise Room	shoulder press machine	Paramount	XL2-700	Paramount Shoulder Press XL2 Series 170 lb Standard	1
89	Fitness Equip	107	Exercise Room	bicep curl machine	Paramount	XL2-600	Paramount Biceps Curl XL2 Series 130lb Standard	1
90	Fitness Equip	107	Exercise Room	lat pulldown	Paramount	XL2-1100	Paramount Lat Pulldown XL2 Series 170 lb Standard	1
91	Fitness Equip	107	Exercise Room	triceps push down	Paramount	XL2-1500	Paramount Triceps Push Down XL2 Series 170 lb Standard	1
92	Fitness Equip	107	Exercise Room	chin dip	Paramount	XP-4000	Paramount Weight Assisted Chin Dip	1
93	Fitness Equip	107	Exercise Room	roman bench	Paramount	XFW-5600	Paramount Roman Bench	1
94	Fitness Equip	107	Exercise Room	knee raise	Paramount	XFW-6400	Paramount Vertical Knee Raise / Dip	1
95	Fitness Equip	107	Exercise Room	smith machine	Paramount	XFW-6800	Paramount Smith Machine	1
96	Fitness Equip	107	Exercise Room	bench, incline	Paramount	XFW-6700	Paramount Flat/Incline/Decline Bench	2
97	Fitness Equip	107	Exercise Room	bench, Ab/decline	Paramount	XFW-5300	Paramount Abdominal/Decline Bench	1
98	Fitness Equip	107	Exercise Room	bench (3 way, bench press)	Paramount	XFW-8200	Paramount 3 Way Press Bench; 20* Decline, Flat, 30* Incline	1
99	Fitness Equip	107	Exercise Room	functional trainer	Paramount	XFT-300	Paramount Extreme Functional Trainer 4:1 ratio, 300 lb stacks	1
100	Fitness Equip	107	Exercise Room	rack, dumbbells	Paramount	XFW-4700-16	Paramount Saddle Rack, holds 16 pairs of Pro Style Dumbbells	1

YK Regional Aquatic Center
 Furniture, Fixtures, and Equipment
 Part One (YKHC)

Line #	Procurement Package	Room #	Room Name	Item Description	Mfr	Model #	Make, Model, Important Features, Basis of Estimate	Qty
101	Fitness Equip	107	Exercise Room	treadmill	Precor		Precor TRM 835 Treadmill w/ P30 Console	6
102	Fitness Equip	107	Exercise Room	Elliptical cross ramp w/console	Precor		Precor EFX 835 Elliptical Fitness Crosstrainer, Dual Action w/ Adjustable Crossramp - P30 Console	3
103	Fitness Equip	107	Exercise Room	stairmaster	Stairmaster	Stepmill 5	Stepmill 5, with TSE-1 touchscreen.	1
104	Fitness Equip	107	Exercise Room	recumbent cycle	Precor		Precor RBK835, Recumbent Cycle, P30 Console	1
110	Fitness Equip	107	Exercise Room	wireless entertainment system & personal viewing screens	TBD		See Equipment Specification Sheet for Details	10
111	Fitness Equip	107	Exercise Room	headphones	TBD		See Equipment Specification Sheet for Details	10
167	Fitness Equip	123	Fitness Rm Stor	spin bike	LeMond		L-15300, LeMond RevMaster Pro Spin Bike	10
168	Fitness Equip	123	Fitness Rm Stor	cadence meter for spin bike	LeMond		L-15450, LeMond Pilot II Cadence Meter for RevMaster Pro	10
237	Fitness Equip		Exercise Room	Weight Plate Tree	Paramount	XFW-6300	6 posts accommodate up to 1,000 lbs.	1

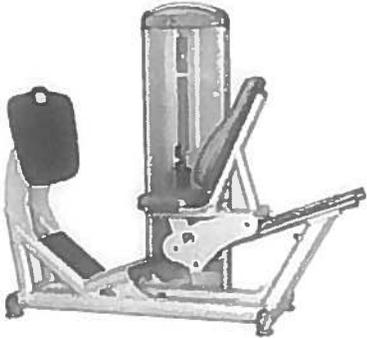
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	82	
Equipment:	Leg Extension Machine	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-100 or equal. One-way ratcheting, 8 position back angled at 35 degrees, seat pad angled at 20 degrees to facilitate complete range of motion	
	One-way ratcheting, 8 position back angled at 35 degrees, seat pad angled at 20 degrees to facilitate complete range of motion	
	Ergonomically located handles with non-slip grips	
	Self Adjusting Ankle Pad	
	Weight Stack: 250# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	83	
Equipment:	Seated Leg Curl	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-200 or equal.	
	One-way ratcheting, 8 position back pad angled at 25 degrees.	
	Seat pad angled at 20 degrees	
	Ergonomically located handles with contoured grips for proper user alignment during exercise	
	Self Adjusting Ankle Pad	
	Weight Stack: 250# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	84	
Equipment:	Leg Press	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-300 or equal.	
	9 position seat assembly angled at 25 degrees for proper support and hip extension during exercise	
	Oversized foot platform with molded non-skid surface angled at 10 degrees for exercise variation and neutral ankle position.	
	Ergonomically designed handle conveniently located for quick and easy seat adjustments	
	Weight Stack: 210# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	85	
Equipment:	Seated Chest Press	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-900 or equal.	
	One-way ratcheting, 5 position seat angled at 15 degrees for full range of motion while accommodating a wide range of users.	
	Conveniently positioned pre-stretch lever.	
	Press arm with both traditional and neutral hand grip positions Weight Stack: 250# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	86	
Equipment:	Seated Row	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-1200 or equal.	
	One-way ratcheting, 8 position chest pad and 5 position seat angled at 10 degrees for full range of motion while accommodating a wide range of users.	
	Molded non-skid foot platforms to encourage proper body alignment and provide support during exercise.	
	Weight Stack: 170# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

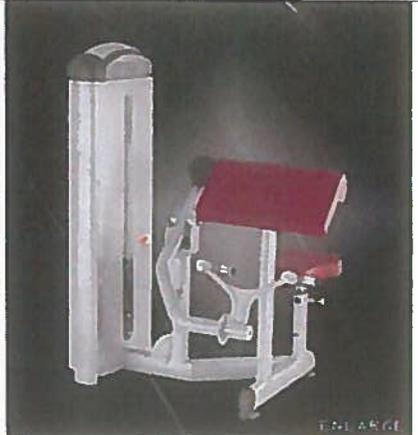
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	87	
Equipment:	Abdominal	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-1400 or equal.	
	Ergonomically designed shoulder pad assembly with gas cylinder assist to fit a wide range of users without the need for separate adjustment.	
	Contoured lumbar pad to encourage pelvic stabilization and isolation of the abdominal region.	
	Weight Stack: 190# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

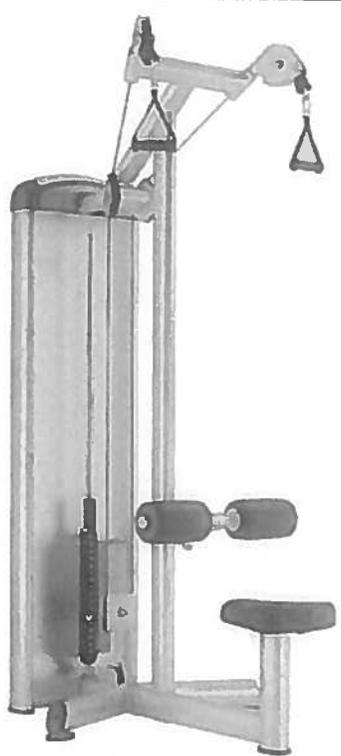
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	88	
Equipment:	Shoulder Press	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-700 or equal.	
	One-way ratcheting, 5 position seat and fixed position back pad both angled at 10 degrees for proper support during exercise.	
	Angled 3 position handgrip assembly for ergonomic fit and exercise variation.	
	Counterbalanced lifting arm minimizes initial weight load.	
	Weight Stack: 170# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	89	
Equipment:	Bicep Curl	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-600 or equal.	
	Rotating handles with contoured grips	
	Offset-pivot design and counterbalanced arm assembly	
	One-way ratchet, 5-position seat	
	Weight Stack: 130# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

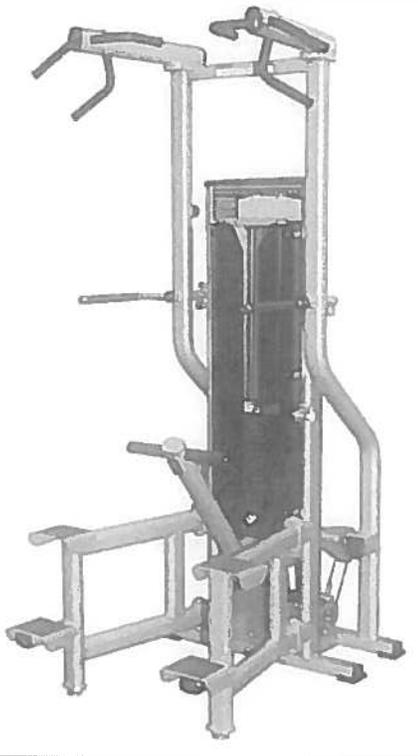
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	90	
Equipment:	Lat Pulldown	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-1100 or equal.	
	Dual pulley design to allow for unilateral and bilateral movements.	
	Roller pad assembly to easily adjust to 3 settings for stability and comfort.	
	Streamlined upright and base frame to minimize floor space but provide maximum stability. Desired footprint of 54" x 36"	
	Weight Stack: 170# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	91	
Equipment:	Triceps Pushdown	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XL2-1500 or equal.	
	One-way ratcheting, 5 position seat pad and 25° fixed angled back pad provide proper back support and ergonomics during exercise.	
	Weight Stack: 170# minimum	
	Easy to follow user instructions and height adjustment guides utilizing color photographs permanently posted on machine and conveniently located for quick reference.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

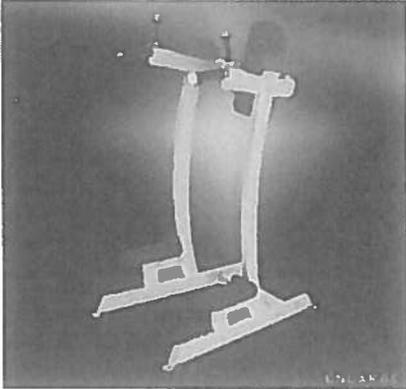
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	92	
Equipment:	Weight Assisted Chin/Dip	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XP-4000 or equal.	
	Streamlined, uniform design using attractive oval shaped tube frames	
	Sleek weight stack enclosure limits access to moving parts	
	Space efficient foot print. 51 ¾" W x 61 ½"D x 93 ¾"H	
	Step-By-Step Exercise Chart with easy to follow user instructions	
	Pivoting dip handles and multi-position chin bar for exercise variation and to accommodate wide range of users	
	Retractable foot platform for bodyweight exercises	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	93	
Equipment:	Roman Bench	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-5600 or equal.	
	35" W x 49" L x 35" H	
	Adjustable thigh pad assembly angled 45 degrees for proper ergonomics.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	94	
Equipment:	Vertical Knee Raise/Dip	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-6400 or equal.	
	29" W x 42" L x 61" H	
	Elbow pads and dip handles designed to provide stability and encourage proper body positioning during exercise.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

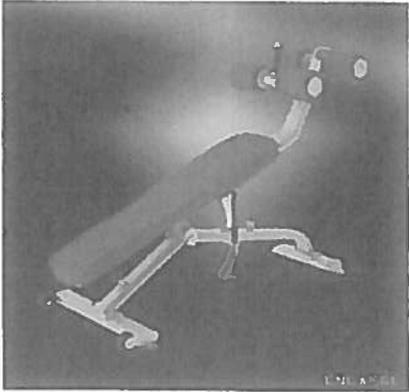
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	95	
Equipment:	Smith Machine	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-6800 or equal.	
	86" W x 55" L x 88" H	
	<ul style="list-style-type: none"> • Unique Open Frame Design facilitates easy positioning of exercise benches. • Counterweighted lifting arm reduces starting weight to just 14 lbs. Maximum loading capacity of 540 lbs. (12ea. 45 lb. plates). • Weight Carriage is angled 3 degrees to accommodate rotation of anatomical joints during exercise. • 8 position bar catch assembly accommodates multiple exercise movements. • 8 separate posts for storing weight plates. Weight plates & bars are by others.	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	96	
Equipment:	Flat/Incline/Decline Bench	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-6700 or equal.	
	31" W x 50" L x 19" H	
	<ul style="list-style-type: none"> • Versatile bench adjusts into 11 positions ranging from 10° decline to 85° incline. Each position clearly marked in degrees on adjustment disk. • Seat pad adjusts to 3 positions to accommodate multiple exercise positions. • Lifting handle and rear wheels for ease of portability. • Load tested 1,000,000 cycles at 500 lbs. to insure structural reliability. 	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

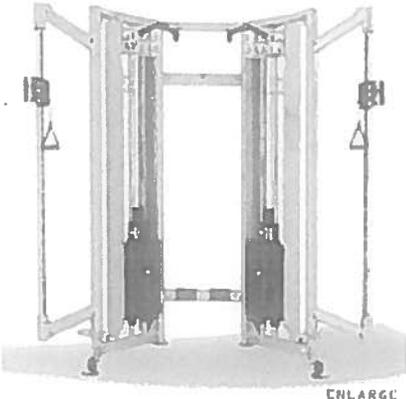
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	97	
Equipment:	Ab/Decline Bench	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-5300 or equal.	
	28" W x 68" L x 35" H	
	<ul style="list-style-type: none"> • Easily adjustable from -30° to +10° in 5° increments. Dual roller assembly for proper support during exercise. Wheels for easy movement. 	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

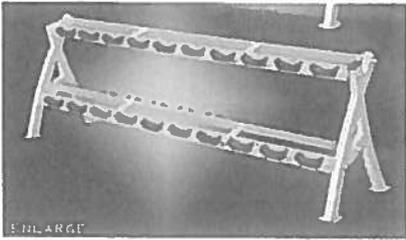
**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	98	
Equipment:	3-Way Press Bench	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-8200 or equal.	
	65" W x 75" L x 56" H	
	<ul style="list-style-type: none"> • Easily adjusts into 3 positions: Supine, 30 degree incline, 10 degree decline. • 3-position seat and dual position foot rest to accommodate wide range of users for each exercise. • Replaceable 3-position chromed bar catches with 6 plate holders standard. 	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years - Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year - cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day - normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	99	
Equipment:	Functional Trainer	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFT-300 or equal.	
	68" W x 43" L x 92" H	
	<ul style="list-style-type: none"> • Adjustment columns rotate 360 degrees to allow unrestricted movement in multiple planes. • Choice of 23 vertical positions through 64" range. • Swing arm adjustment to 14 horizontal positions through 169 degrees with 27" – 86 1/2" range. • 6 exercise categories and 18 primary exercises. 	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	100	
Equipment:	Dumbbell rack	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFW-4700-16 or equal.	
	150" W x 30" L x 33" H	
	<ul style="list-style-type: none"> • Designed to accommodate 16 pairs of dumbbells. • Choice of 23 vertical positions through 64" range. 	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds; 5 years – Bushings, Sealed Rotating Bearings, Pulleys, Weight Plates, Guide Rods; 1 year – cables, linear bearings, shafts and other components not mentioned elsewhere; 90 Day – normal wear parts including but not limited to labels, upholstered pads and grips; 1 year - Labor	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	101	
Equipment:	Treadmill	
Manufacture:	Precor TRM 835 with P30 Console or equal	
Functional Spec:	Decline/incline range: -3% to 15%, .5% increments, up to 1000 lbs thrust	
	Speed range: .5 to 16 MPH	
	Maximum user weight: 500 lbs.	
	Running surface: 60" X 20"	
	Handrail length: 24 inches	
Equip Spec:	Frame: 2 step powder coated steel	
	Rollers: 4" diameter, tapered steel	
	Deck: rear hinged, front cushioned, 1" thick 52 lb high-density fiberboard w/phenolic laminate both sides, can be flipped for double life	
	Belt: Seigling E-8 multi-ply polyester belt w/dry lubricant or equal	
	Transport wheels: integrated	
	Power cord management: ICE320-C19 inlet for Schuko and BSI plugs	
	Motor: 4 HP AC motor with Power Factor Correction	
	Power: 120 VAC, 5-20R NEMA receptacle, 12 foot cord	
	Reading rack and water bottle holder: integrated	
Features:	Console features: LED display, w/Quickstart, motion control, numeric keypad, metric or imperial units selection	
	Preset Programs: minimum of 15, plus Gerkin fitness test, and USAF, Navy, Army, USMC, Fed Law Enforc., and Firefighter fitness tests	
	Electronic Readouts: speed, incline, distance, pace, ave speed, calories, heart rate, time elapsed, time remaining, % complete, time in zone, segment times, cals/min, watts, METS, target HR, ave HR, elevation gain, workout profile, workout summary	
	Emergency stop: safety clip attached to emergency stop switch w/guard	
	Auto stop: included	
	Heart rate monitoring: touch sensors in fixed handlebars, equipped for telemetry reading using a chest strap	
	Maximum pause time: 120 seconds	
	Network Capabilities: csafe ready, Fitlinxx compatible, w/diagnostics to limit exercise time, pause time, set default language	
	Warranty:	Minimum: Frame: 7 years, mechanical and electrical and electronic: 2 years, wear items: 2 years, ac motor: 5 years, labor: 1 year



EXPERIENCE™ SERIES
830 Line



PREMIUM DESIGN

The 830 Line features easy-to-use motion controls and an LED-based console that focuses on fitness.

TRM 835

Treadmill

Like every piece of equipment in our Experience Series 830 Line, the TRM 835 adds value to your facility by combining essential reliability and ease-of-use with a feeling that's personalized to every step. The 830 Line console integrates our intuitive motion controls and uses an LED-based display that focuses on the essential fitness stats and displays that keep users moving.

At Precor, we recognize that a great workout is the sum of many parts. In your hands, the products, services and technologies we offer can be combined in countless ways to complement the programs, and atmosphere you're creating.

PRECOR

TRM 835

Treadmill

EXPERIENCE™ SERIES
830 Line

The TRM 835 combines thoughtful design and performance to deliver an exerciser experience that feels right. Our TRM 835 makes it easier for you to provide a customer-focused environment. Quiet and efficient, we've streamlined the assembly and included diagnostic tools to increase uptime and keep operating costs down.



1 Console

Created to complement the entire Experience Series™ line, the P30 console features easy-to-use motion controls and uses a LED-based console that focuses on the essential fitness stats that keep users moving.

2 Power Factor Correction (PFC)

Our highly efficient 4 HP AC motor drives are optimized with PFC for increased efficiency, improved performance and up to 30% reduction in energy consumption.

3 Integrated Footplant Technology™

Recognizes exercisers natural foot speeds and matches every stride for an ultra-smooth feel that enhances their workout experience

4 Ground Effects® Impact Control System

Our patented system combines ideal cushioning, support, and stability for exercisers. Precor decks are designed to provide more absorption in the front where exercisers feet hit the belt and added rigidity at the back for a firm-push off.

5 Active Status Light

To increase up-time an external status light lets you and your staff know at a glance the operating condition of your treadmill and when to perform life-extending maintenance.



Optional wireless entertainment cap

P30 Console



P30 Console with optional 15" Personal Viewing System

Dimensions (L x W x H): 83 x 35 x 68.5 inches / 211 x 89 x 174 centimeters
Product Height with PVS: 78 in / 198 cm
Weight: 430 lbs / 195 kg
Power: Powered - 120V/20 amp, dedicated circuit
Optional - 240V/20 amp, dedicated circuit

Total Workouts: 25
Motor Drive: 4.0 hp AC motor with Power Factor Correction
Speed Range: 0.5 - 16 mph / 1 - 25.5 km/h
Elevation Range: -3% - 15% (0.5% increments)

Language Selection: English, French, Dutch, German, Italian, Russian, Spanish

Network Capabilities: FitLinxx compatible
C-SAFE enabled

Entertainment: Optional - 15" Personal Viewing System (PVS)
Optional - Wireless entertainment cap

Accessories: Accessories holder
Reading rack
Optional - Cable management

Warranty: Frame - 7 years
Motor - 5 years
Parts (Mechanical & Electronic) - 2 years
Labor - 1 year

PRECOR

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	102	
Equipment:	Elliptical Trainer	
Manufacture:	Precor EFX835	
Functional Spec:	Step up height: footplate at lowest: 8", footplate at highest: 21.5", adjustable height	
	Ramp angle: 13 to 40 degree	
	dual action, adjustable crossramp w/P30 console, or equal	
	Handlebars: moving	
	Reversible pedal rotation	
	Resistance levels: 20	
	Maximum user weight: 350 lbs	
Equip Spec:	Ramp Material: extruded, anodized aluminum	
	Transport wheels: integrated	
	Foot pedal dimensions: 14.5" X 6.5"	
	Adjustable feet and rubber pads	
	Power: 120 VAC, 15 amp, 5-15R NEMA receptacle, 12 foot cord, power adapter and calbe kit included	
	Water bottle holder integrated	
Features:	Console features: LED display w/Quickstar, numeric keypad, options key for targets, metric or imperial units selection	
	Preset Programs: minimum of 14 including Navy fitness test	
	Electronic Readouts: resistance level, ramp angle, distance, strides/min, total strides, calories, heart rate, time remaining, time elapsed, time in zone, segment time remaining, ave speed, cal/min, cal/hour, watts, METS, target HR, ave HR, % complete, workout profile, workout summary	
	Heart rate monitoring: built-in touch sensors, equipped for telemetry reading using a chest strap	
	Network Capabilities: csafe ready, Ethernet ready, co-axial TV cable on jack panel	
Warranty:	Minimum: Frame and welds: Lifetime, mechanical and electrical and electronic: 10 years, labor: 1 year	



EXPERIENCE SERIES™
830 Line



PREMIUM DESIGN

The 830 Line features easy-to-use motion controls and an LED-based console that focuses on fitness.

EFX[®] 835

Elliptical Fitness Crosstrainer™

Like every piece of equipment in our Experience Series™ 830 Line, the EFX 835 combines essential reliability and ease-of-use with a natural, low-impact stride to add value to your facility. The 830 Line console integrates our intuitive motion controls and uses an LED-based display that focuses on the essential fitness stats and displays that keep users moving.

At Precor, we recognize that a great workout is the sum of many parts. In your hands, the products, services and technologies we offer can be combined in countless ways to complement the programs, and atmosphere you're creating.

PRECOR

EFX 835

Elliptical Fitness Crosstrainer™

EXPERIENCE SERIES™
830 Line



The EFX® 835 combines the benefits of CrossRamp® technology and upper body moving handlebars for a total-body workout. CrossRamp® technology, unique to Precor, offers ramp inclines from 13 to 40 degrees, which allows users to target different muscle groups.

PRODUCT HIGHLIGHTS

- 1 Moving Handlebars**
Moving handlebars for a total-body workout.
- 2 Console**
Created to complement the entire Experience Series™ line, the P30 console features easy-to-use motion controls and uses a LED-based console that focuses on the essential fitness stats that keep users moving.
- 3 CrossRamp® Technology**
Users can isolate or crosstrain specific lower body muscle groups simply by adjusting the angle of the ramp, making it easy for users to focus on their individual fitness goals.
- 4 Biomechanics**
Our patented elliptical path perfectly mimics a natural running stride, allowing users to keep their heels down for a more comfortable, effective and ergonomically correct motion.

PRODUCT SPECIFICATIONS

Dimensions (L x W x H): 80 x 32 x 68 inches / 203 x 81 x 173 centimeters
Product Height with PVS: 84 in / 213 cm
Weight: 338 lbs / 153 kg
Power: Self-powered

Total Workouts: 15
Resistance Levels: 20
CrossRamp® Range: 13-40°
Language Selection: English, French, Dutch, German, Italian, Russian, Spanish

Network Capabilities: FitLinxx compatible
C-SAFE enabled

Entertainment: Optional - 15" Personal Viewing System (PVS)
Optional - Wireless entertainment cap

Accessories: Accessories holder
Reading rack
Optional - Cable management

Warranty: Frame - 7 years
Parts (Mechanical & Electronic) - 2 years
Wear Items - 1 year
Labor - 1 year



Optional wireless entertainment cap

P30 Console



P30 Console with optional 15" Personal Viewing System

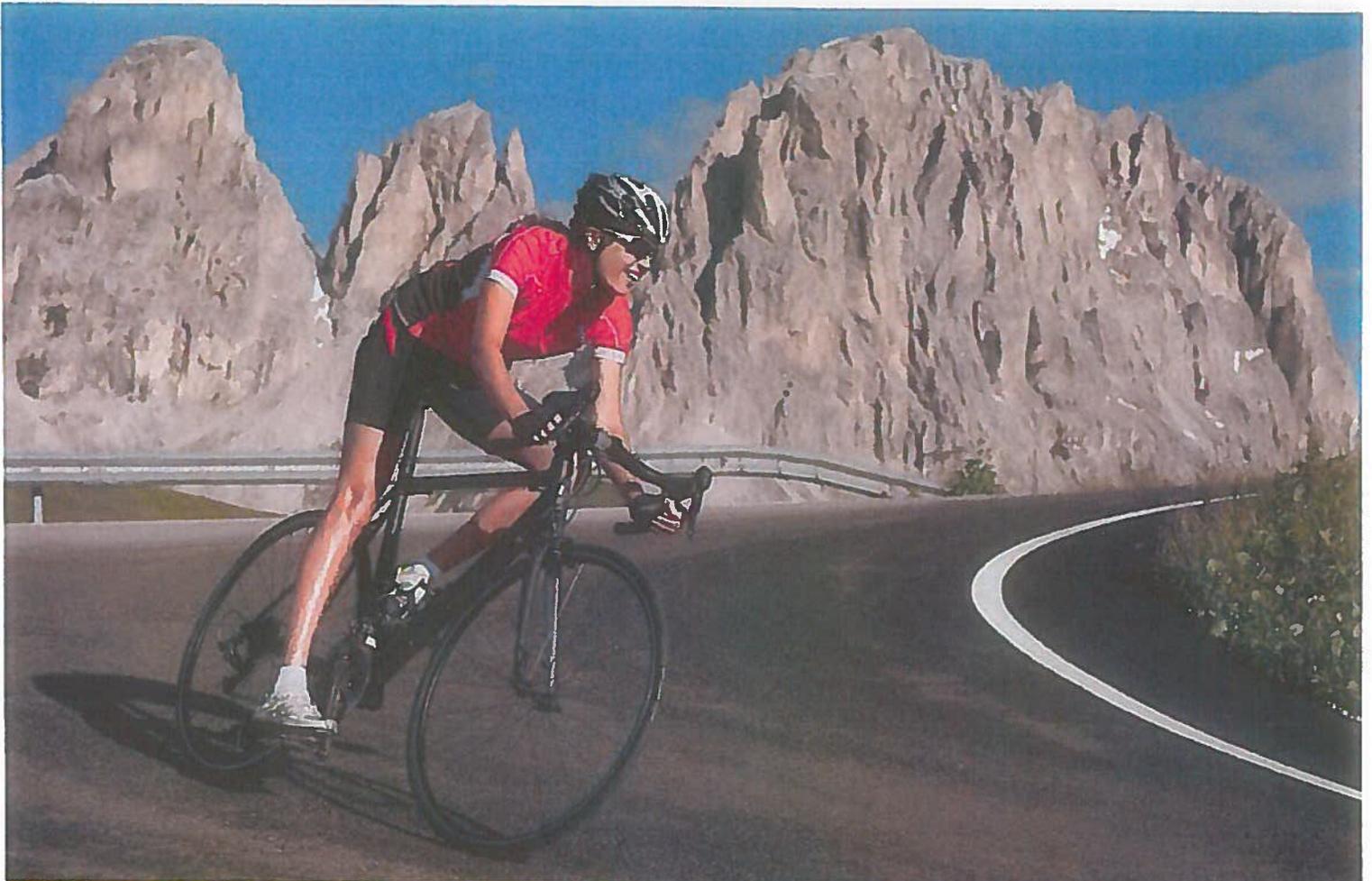
PRECOR

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	103	
Equipment:	Stairmaster	
Manufacture:	Stepmill 5, TS-1 touch screen	
Functional Spec:	Revolving staircase, 8 steps, 8" high, 9" deep, 22" wide	
	Resistance levels: 20	
Equip Spec:	Electronically controlled alternator with chain drive	
	Step up assist	
	Step material: polypropylene construction	
	Maximum user weight: 350 lbs.	
	Adjustable feet	
	Input voltage: 100-240 VAC 50/60 Hz 100VA	
	Integrated water bottle holder	
	Entertainment: 15.6" LCD display, HD TV capable, keypad on unit, headphone jack, energy saver when not in use, iphone/ipad docking station for watching videos and charging	
Features:	Console features: 10" LED touch screen, Quickstart, integrated TV tuner	
	Preset Programs: 11 world landmarks, goal based programs; floors, time, calories; profiles – Calorie burner, fat burner, intervals, manual, steady, bell-shaped, HR zone trainer, firefighting WFI and CPAT tests	
	Electronic Readouts: time, level, floors climbed, calories, watts, METS, Profile, HR, floors/minute, ave floors climbed per workout, ave calories burned per workout, highest floors climbed, highest calories burned	
	Heart rate monitoring: equipped for telemetry reading using a chest strap	
	Network Capabilities: USB tracking compatible CSAFE and Fitlinxx compatible	
Warranty:	Stepmill 5 minimum: frame: 15 years, mechanical parts: 3 years, labor: 1 year, wear items and electronics: one year	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	104	
Equipment:	Recumbent Cycle	
Manufacture:	Precor RBK835 w/P30 console or equal	
Functional Spec:	Minimum: 18 watts at Level 1 at 20 RPM, Maximum: 750 watts at level 25 at 150 RPM	
	Resistance levels: 25	
	Maximum user weight: 350 lbs.	
Equip Spec:	Frame: 2 step powder coated steel	
	Step thru design with low (4" max.) step over height	
	Pedals: over-sized, dual sided, with integrated strap	
	Bottom bracket: hardened steel, seated ball bearings	
	Seat: adjustable	
	Seat rail: positioned so knee is over ball of foot at 2 and 8 o'clock position	
	Seat back: floating suspension system, webbed polypropylene material	
	3 phase generator with belt drive,	
	Transport wheels: integrated	
	Power: 120 V/15A circuit with 5-15R NEMA receptacle	
	Reading rack and water bottle holder: integrated	
Features:	Console features: 15" LED touch screen display, w/Quickstart, numeric keypad, metric or imperial units selection	
	Preset Programs: minimum of 15	
	Electronic Readouts: total distance, distance remaining, target distance, total calories burned, cal/min, cal/hr, METS, watts, target, time elapsed, time remaining, time in zone, segment, RPM, heart rate, ave hearat rate, max heart rate, target heart rate	
	Heart rate monitoring: touch sensors in fixed handlebars, equipped for telemetry reading using a chest strap	
	Maximum workout time: 120 minutes, maximum pause time: 5 minutes	
	Diagnostics to limit exercise time, pause time, set default language	
Warranty:	Minimum: Frame: 7 years, mechanical and electrical and electronic: 2 years, wear items: 1 year, high wear items (headphone jack, USB connector): 90 days, labor: 1 year	



EXPERIENCE™ SERIES
830 Line



PREMIUM DESIGN

The 830 Line features easy-to-use motion controls and an LED-based console that focuses on fitness.

RBK 835

Recumbent Bike

Like every piece of equipment in our Experience Series 830 Line, the RBK 835 adds value to your facility by combining essential reliability and ease-of-use with smooth pedalling and biomechanically correct geometry. The 830 Line console integrates our intuitive motion controls and uses an LED-based display that focuses on the essential fitness stats and displays that keep users moving.

At Precor, we recognize that a great workout is the sum of many parts. In your hands, the products, services and technologies we offer can be combined in countless ways to complement the programs, and atmosphere you're creating.

PRECOR

RBK 835

Recumbent Bike

EXPERIENCE™ SERIES
830 Line

The RBK 835 recumbent bike features a step-through design to appeal to a wide range of exercisers of all ages. The simple seat adjustment allows the user to change the position of the seat with one hand, either on or off the bike. A ventilated air flex seat provides exceptional comfort.



PRODUCT HIGHLIGHTS

- 1 Console**
Created to complement the entire Experience Series™ line, the P30 console features easy-to-use motion controls and uses a LED-based console that focuses on the essential fitness stats that keep users moving.
- 2 Step-through Design**
Designed for easy mounting by the rider, the recumbent has a step-through design (14 in / 36 cm wide) with a low step-over height (4 in / 10 cm).
- 3 Ultra Comfortable Recumbent Seat Back**
Custom-designed air flex seat, featuring a ventilated panel and unique suspension system for a cool, cushioned ride.
- 4 Seat Adjustment**
The simple seat adjustment allows the user to change the position of the seat with one hand, either on or off the bike.
- 5 Ease of Maintenance**
The easy to remove shroud ensures easy access to the belt-drive system for maintenance and servicing without removing the pedals or crank.
- 6 Dual-sided Pedals**
The dual-sided pedals allow the user to use the pedals with or without the integrated straps. The extra wide pedals comfortably accommodate feet of all sizes to ensure proper pedaling form.



Optional wireless entertainment cap

P30 Console



P30 Console with optional 15" Personal Viewing System

PRODUCT SPECIFICATIONS

Dimensions (L x W x H):	67 x 23 x 50 inches / 170 x 58 x 127 centimeters
Product Height with PVS:	63 in / 160 cm
Weight:	210 lbs / 95 kg
Power:	Self-powered
Total Workouts:	12
Resistance Levels:	25
Minimum Watts:	18 (level 1 at 20 RPM)
Maximum Watts:	750 (level 25 at 150 RPM)
Language Selection:	English, French, Dutch, German, Italian, Russian, Spanish
Network Capabilities:	FitLinkxx compatible C-SAFE enabled
Entertainment:	Optional - 15" Personal Viewing System (PVS) Optional - Wireless entertainment cap
Accessories:	Accessories holder Reading rack Optional - Cable management
Warranty:	Frame - 7 years Parts (Mechanical & Electronic) - 2 years Labor - 1 year

PRECOR

Items 110 & 111

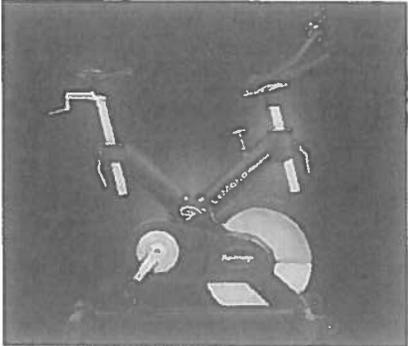
Personal Viewing Screens & Wireless Entertainment System for Cardio Equipment

Scope: Furnish and install personal viewing screens, wireless entertainment system and headphones for 11 cardio exercise machines.

Details:

1. For each item of equipment listed below, provide a 15" personal viewing system, personal controller and wireless broadcast system. The personal viewing system shall be an integrated product supplied by Precor (P30 Console with optional 15" personal viewing system) or a competing product that has a mount made for each item of equipment listed below (11 total items). Personal screen controller may be integrated into the unit or a universal device mounted TO the unit.
Items 101 – Treadmill, 102 – Elliptical Cross Trainer, 103 – Stairmaster Stepmill, 104 – Recumbent Bicycle
2. Provide a wireless broadcast system. Wireless Broadcast system shall be a complete system for all equipment. System shall include transmitter, receivers/controller, and headphones. Supplier is required to ensure that supplied system is fully functional across all equipment platforms and fully operational upon installation. CATV and 120V power connection in the area of the cardio equipment has been provided. Please refer to the provided sketch in the RFP package.
3. Headphones provided in item 2 above shall be durable over the ear type design to hold up to the rigors of fitness center usage rates. Provide 50 pairs of washable foam headphone covers for the provided headphones.

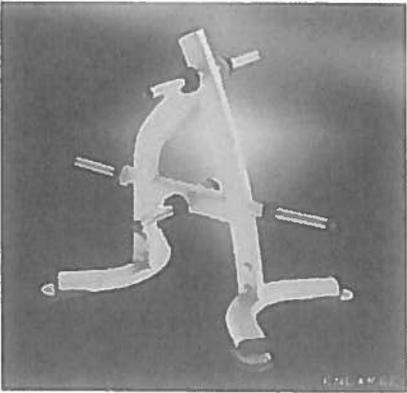
**YK Regional Aquatic Center
Equipment Specification Sheet**

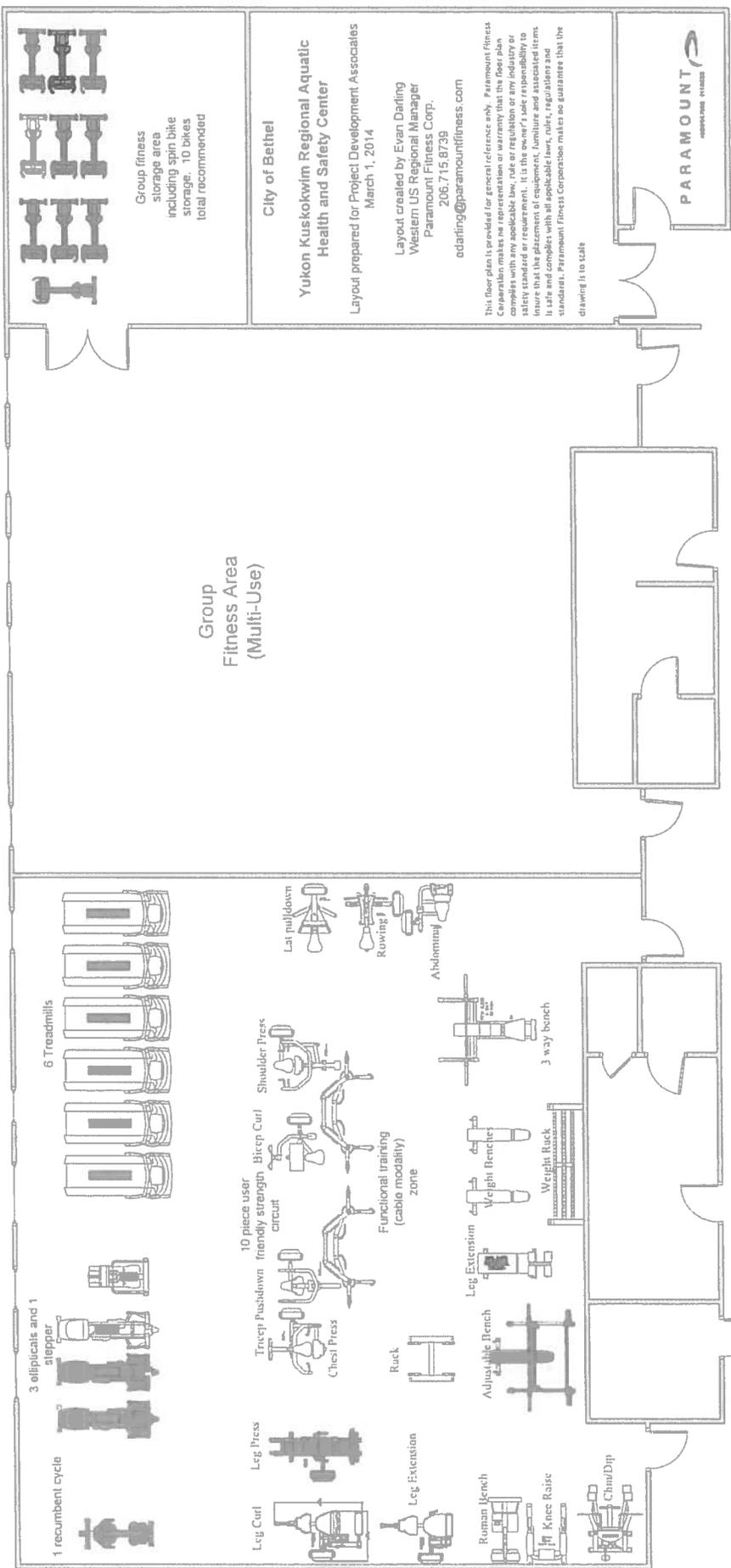
Item Number:	167	
Equipment:	Group Cycling Bike	
Manufacturer:	LeMond	
Equipment Spec:	LeMond RevMaster Pro, or equal	
	23" W x 42" L x 46" H	
	<ul style="list-style-type: none"> • X Frame, 2 piece bottom bracket, adjustments for seat height and distance, handlebar adjustments. • Fender w/ integrated brake assembly • 4-micro-adjustability for seat and handle bars 	
Warranty:	Frame – 5 years, Cranks, flywheel, handlebar, handlebar post, seat post – 3 years; Bottom bracket cartridge assembly, pillow block bearings, tension assembly – 2 years; Pedals – 1 year, seat, grip, handles, pedal straps, and brake pad – 90 days; Labor – 90 days following installation	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	168	
Equipment:	Group Cycling Meter	
Manufacturer:	LeMond	
Equipment Spec:	LeMond RevMaster Pilot II, or equal	
	<ul style="list-style-type: none"> • Same manufacturer as cycle. • Wireless • Displays Cadence, RPM, Time, Distance, Heart Rate*, Calories* (*when used with heart rate chest strap transmitter - provided by others) • Battery powered • Digital and analog technology 	
Warranty:	One year warranty on meter and transmitter.	

**YK Regional Aquatic Center
Equipment Specification Sheet**

Item Number:	237	
Equipment:	Weight Plate Tree	
Manufacturer:	Paramount	
Equipment Spec:	Paramount XFT-6300 or equal.	
	26" W x 41" L x 92" H	
	<ul style="list-style-type: none"> 6 weight posts to accommodate 1,000 lbs. of Olympic plates and collars 	
ASTM Stds.:	ASTM F-1749 Standard for Safety Signage and Warning Labels for Fitness Products	
	ASTM F-2277 Test Methods for Strength Equipment	
	ASTM F-2216-03 Standard Specification for Selectorized Strength Equipment	
	ASTM F-2276-05 Test methods for Strength Equipment	
Warranty:	10 years - Frame Components and Welds.	



Group Fitness Area (Multi-Use)

City of Bethel

Yukon Kuskokwim Regional Aquatic Health and Safety Center

Layout prepared for: Project Development Associates
March 1, 2014

Layout created by: Evan Darling
Western US Regional Manager
Paramount Fitness Corp.
206.715.8739
odarling@paramountfitness.com

This floor plan is provided for general reference only. Paramount Fitness Corporation makes no representation or warranty that this floor plan complies with any applicable law, rule or regulation or any industry or safety standard or requirement. It is the owner's sole responsibility to ensure that the placement of equipment, furniture and associated items is safe and complies with all applicable laws, rules, regulations and standards. Paramount Fitness Corporation makes no guarantee that the drawing is to scale.



Alaska Fitness Equipment

5201 E Tudor Road
Anchorage, AK 99502

(907)330-0113
JGreen@AlaskaFitnessEquipment.com

ESTIMATE

ADDRESS

City of Bethel
Douglas Cobb PMP
Anchorage, Alaska
907-338-4053
907-230-6642 - Mobile

ESTIMATE NO. 1033
DATE 02/02/2015
EXPIRATION DATE 03/02/2015

ACTIVITY	QTY	RATE	AMOUNT
L-15300-A LeMond RevMaster Pro	10	1,350.00	13,500.00
L-15450 Lemond Cadence Meter	10	140.00	1,400.00
Freight Estimate Shipping for LeMond bike: freight will be verified and invoiced plus or minus a 10% handling fee	1	2,600.00	2,600.00
Tarkett floor Estimate for INTERLOCKING TILES for 10' X 30' room gray or blue	1	1,850.00	1,850.00
Freight Estimate Shipping for Tarkett tiles: freight will be verified and invoice plus or minus plus a 10% handling fee	1	1,167.42	1,167.42
Estimate for Tarkett flooring and shipping. Installation not included		TOTAL	\$20,517.42

Accepted By

Accepted Date



Vendor: Knoll **Customer Delivery Ticket**
Sales Rep: Purchase Order: 2014-RY-5481
Customer PO: 40672
Proposal: 2014-3644
PO Date: 7/11/2014

Product/Item No	Item Description	Qty	Qty Rcvd
Knoll - Studio Item No: 4CSDN Ack No: 3968667	Spark stacking side chair	24	
Knoll - Studio Item No: 4CSDN Ack No: 3968667	Spark stacking side chair	8	
Knoll - Studio Item No: 4CSDN Ack No: 3968667	Spark stacking side chair	20	
Knoll - Studio Item No: 4DOLLY Ack No: 3968667	Spark Dolly for side or lounge chairs	2	

Received by: _____ Date: _____



Vendor: Knoll **Customer Delivery Ticket**

Sales Rep:

Purchase Order: 2014-RY-5481

Customer PO: 40672

Proposal: 2014-3644

PO Date: 7/11/2014

Customer:

City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Customer Contact:

Installation Location:

City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd.

Delivery must be complete before close of business on September 2nd.

Mark for: Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
Knoll - Calibre Item No: C2C2736 Ack No: 3968667	Calibre Cabinet, 1 adjustable shelf, no doors, 36Wx27H	1	
Knoll - Calibre Item No: C2F2736CCC Ack No: 3968667	Calibre Lateral File, 2-12" drawers with rails, 36Wx27H, with lock	1	
Knoll - Calibre Item No: CE7218 Ack No: 3968667	Calibre Front Lateral File Worksurface Top 72Wx18D, Equity/Dividends style	1	
Knoll - Calibre Item No: C2C2736 Ack No: 3968667	Calibre Cabinet, 1 adjustable shelf, no doors, 36Wx27H	1	
Knoll - Calibre Item No: C4B5830 Ack No: 3968667	Calibre Bookcase, 4-high, 30Wx14-7/8Dx57-1/8H, three shelves	1	
Knoll - Calibre Item No: C2F2736CCC Ack No: 3968667	Calibre Lateral File, 2-12" drawers with rails, 36Wx27H, with lock	1	
Knoll - Calibre Item No: C2F5130CCCCC Ack No: 3968667	Calibre Lateral File, 4-12" drawers with rails, 30Wx51H, with lock	1	
Knoll - Calibre Item No: CE7218 Ack No: 3968667	Calibre Front Lateral File Worksurface Top 72Wx18D, Equity/Dividends style	1	
Knoll - Calibre Item No: C4B5830 Ack No: 3968667	Calibre Bookcase, 4-high, 30Wx14-7/8Dx57-1/8H, three shelves	1	1 ✓
Knoll - Calibre Item No: C2F5130CCCCC Ack No: 3968667	Calibre Lateral File, 4-12" drawers with rails, 30Wx51H, with lock	1	
Knoll - General Furniture Sales Item No: P2-R24G Ack No: 3968667	Propeller Rectangular Table, 60Wx30Dx28-1/2H, with glides	3	



Vendor: Knoll **Customer Delivery Ticket**
 Sales Rep: Purchase Order: 2014-RY-5481
 Customer PO: 40672
 Proposal: 2014-3644
 PO Date: 7/11/2014

Product/Item No	Item Description	Qty	Qty Rcvd
Knoll - Office Seating Item No: 441HA2SXHC Ack No: 3968667	ReGeneration by Knoll flex back net task chair, height adjustable arms, plastic base, standard cylinder, no lumbar, hard casters	8	
Knoll - Office Seating Item No: 9ASLS Ack No: 3968667	Moment Side Chair, with arms, sled base, upholstered seat	2	
Knoll - Office Seating Item No: 441HA2SXHC Ack No: 3968667	ReGeneration by Knoll flex back net task chair, height adjustable arms, plastic base, standard cylinder, no lumbar, hard casters	1	
Knoll - Dividends Horizon Item No: DD1OL7236N Ack No: 3968667	Double Pedestal Desk with lock, 72Wx36D, no grommet	1	
Knoll - Dividends Horizon Item No: DCE1R7230N Ack No: 3968667	Worksurface, Rectangular, cascade edge, 72Wx30D, no grommet	1	
Knoll - Dividends Horizon Item No: DD1BPD72 Ack No: 3968667	Back Panel for 72" Desk/Table, Half Height	1	
Knoll - Dividends Horizon Item No: DS2XPB Ack No: 3968667	Floorstanding Pedestal Case Back	2	
Knoll - Dividends Horizon Item No: DS2PFL24B Ack No: 3968667	Floorstanding Pedestal, Series 2 steel front, File/File, 23-1/4D, with lock, no back, Series 2 pull	1	
Knoll - Dividends Horizon Item No: DS2PFL24A Ack No: 3968667	Floorstanding Pedestal, Series 2 steel front, Box/Box/File, 23-1/4D, with lock, no back, Series 2 pull	1	
Knoll - Dividends Horizon Item No: KSPEC2 Ack No: 3968667	Set of 2 cores/keys (black)	2	
Knoll - Dividends Horizon Item No: KSPEC3 Ack No: 3968667	Set of 3 cores/keys (black)	2	
Knoll - Dividends Horizon Item No: KSPEC4 Ack No: 3968667	Set of 4 cores/keys (black)	2	
Knoll - Studio Item No: 31C-A Ack No: 3968667	Amat-3 Twist Barstool, bar height, aluminum	2	
Knoll - Studio Item No: 85T42M Ack No: 3968667	Maya Lin Stones Coffee Table, 42Wx29-1/2Dx11H, polyethelene	2	
Knoll - Studio Item No: 85T42M Ack No: 3968667	Maya Lin Stones Coffee Table, 42Wx29-1/2Dx11H, polyethelene	2	



Vendor: Customer Delivery Ticket
Sales Rep: Purchase Order: 2014-RY-5680
Customer PO: 40672
Proposal: 2014-3644
PO Date: 8/15/2014

Customer:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Customer Contact:

Installation Location:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd

Delivery must be complete before close of business on September 2nd

Mark for: Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
Magnuson Group - General Furniture Sales Item No: MR-611H Ack No: 134141	Hanger style folding rack with 1" Ni-Chrome hanger bars on 4" ball bearing locking casters. Holds up to 72 coats.	1	
Magnuson Group - General Furniture Sales Item No: MG-17PH Ack No: 134141	Hangers (1 pack of 24 hangers)	1	
Magnuson Group - Freight Fees Item No: freight fees Ack No: fake123	freight fees	1	

Received by: _____ Date: _____



Vendor: Customer Delivery Ticket

Sales Rep: Purchase Order: 2014-RY-5485
Customer PO: 40672
Proposal: 2014-3644
PO Date: 7/11/2014

Customer:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Customer Contact:

Installation Location:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd

Delivery must be complete before close of business on September 2nd.

Mark for: Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
United Stationers - General Furniture Sales Item No: CWN-ETO310CH Ack No: 1876528-00	Eco Step wiper mat, 36" x 120", store two spare mats in this room.	2	
United Stationers - Freight Fees Item No: freight fees Ack No: fake123	freight fees	1	

Received by: _____ Date: _____



Vendor: Knoll **Customer Delivery Ticket**

Sales Rep:

Purchase Order: 2014-RY-5619

Proposal: 2014-3796

PO Date: 8/06/2014

Customer:

City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Installation Location:

City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd.

Delivery must be complete before close of business on September 2nd

Mark for: Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
Knoll - Extra Item No: SAPMADGRMTK Ack No: 3982475	Sapper Double Arm Kit, grommet mount, 16" mast, movement joints, adjustment knob, cable management clips	2	

Received by: _____ Date: _____



Vendor: Customer Delivery Ticket
Sales Rep: Purchase Order: 2014-RY-5487
Customer PO: 40672
Proposal: 2014-3644
PO Date: 7/11/2014

Customer:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Customer Contact:

Installation Location:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd

Delivery must be complete before close of business on September 2nd

Mark for: Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
Aceray - Seating & Tables Item No: 820-02 Ack No: 14758	Outdoor / Indoor with Extruded Aluminum Legs and Moulded PPL Top Stacking Table	8	
Aceray - Seating & Tables Item No: 820-02 Ack No: 14758	Outdoor / Indoor with Extruded Aluminum Legs and Moulded PPL Top Stacking Table	2	
Aceray - Seating & Tables Item No: FREIGHT Ack No: 14758	Inbound Freight: Factory to Seattle	1	

Received by: _____ Date: _____



Vendor: KI
Sales Rep:

Customer Delivery Ticket

Purchase Order: 2014-RY-5482
Customer PO: 40672
Proposal: 2014-3644
PO Date: 7/11/2014

Customer:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Customer Contact:

Installation Location:
City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd.

Delivery must be complete before close of business on September 2nd.

Mark for: Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
KI - Classroom Furniture (Freight Excl'd) Item No: IW410 Ack No: 254274	Intellect Wave 4-Leg Chair,Extra Small	8	
KI - Classroom Furniture (Freight Excl'd) Item No: IW410 Ack No: 254274	Intellect Wave 4-Leg Chair,Extra Small	8	
KI - Tables (Delivered) Item No: VL.3072.BL.WH Ack No: 254274	ValueLite Rectangular Table,30X72	4	
KI - Tables (Delivered) Item No: KTH6 Ack No: 254274	Horizontal Storage Caddy,Cap-10,26-5/8Wx78"L	1	
KI - Seating (Delivered) Item No: SLNAP Ack No: 254274	Strive Four-Leg Armless Chair,Poly	3	
KI - Seating (Delivered) Item No: SPDCAP Ack No: 254274	Strive Task Cantilever Arm Chair,Poly	1	
KI - All Terrain Item No: ATBT39FRC-74P-S1L Ack No: 254274	All Terrain 39" Bndr Twr,Shlf/FI w/Outgr,L Tp,74P Edg,S1L,22x20D	1	
KI - General Furniture Sales Item No: freight fees Ack No: fake123	freight fees	1	

Received by: _____ Date: _____



Vendor: Great Customer Delivery Ticket

Sales Rep:

Purchase Order: 2014-RY-5681

Customer PO: 40672

Proposal: 2014-3644

PO Date: 8/15/2014

Customer:

City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Customer Contact:

Installation Location:

City of Bethel
Chief Eddy Hoffman Hwy
Bethel, AK 99559

Purchase Order Comments:

Delivery window to Northland Services in Seattle, WA is August 27th to September 2nd

Delivery must be complete before close of business on September 2nd.

Mark for Booking#1400856

Product/Item No	Item Description	Qty	Qty Rcvd
Great Openings - General Furniture Sales Item No: RG A 0201 2N3P Ack No: 257160220120to	2 Drawer Lateral File 27 3/4"H x 17 3/8"D x 36"W Knoll Textured Folkstone Grey Knoll removable lock core Room 102 and Room 103	2	
Great Openings - General Furniture Sales Item No: RG A 0803 2N3P Ack No: 257160220120to	4 Drawer Lateral File 52"H x 30"W Knoll Textured Folkstone Grey Knoll removable lock core Room 127 and Room 103	2	
Great Openings - General Furniture Sales Item No: GBS 3628 2N3P Ack No: 257160220120to	Open Bookcase 27 3/4"H x 13 3/8"D x 36"W Knoll Textured Folkstone Grey Room 102 and Room 103	2	

Received by: _____ Date: _____

PACKAGE CONTENT LIST

Date: 10/20/2014
Order#: ZCMGG3DZ10203
Shipper#: 09582523
Carton#: 00093456780077097208

BARCODES LLC
200 W. MONROE STREET
10TH FLOOR
CHICAGO, IL, 60606 US

USA POOLS
267 AKIACHAK AVE
RAUNICKA RAY
BETHEL, AK, 99559 US

CARRIER: FEDG FedEx Ground
FREIGHT TERMS: P PREPAID

CUSTOMER PO#: Zebra ZXP3
REFERENCE#: 644412

ITEM#	DESCRIPTION	SERIAL#	QUANTITY
ZCD-Z310M000200US00 Z31-0M000200US00	ZXP3 1/S USB,US,Mag Encoder	Z3J142800726	1

NUMBER OF ITEMS: 1
NUMBER OF PAGES: 1
temp10

These commodities, technologies or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

PACKAGE CONTENT LIST

Date: 03/25/2015
Order#: ZD9LQBD[03253
Shipper#: 10017921
Carton#: 00038115080182732238

BARCODES LLC
200 W. MONROE STREET
10TH FLOOR
CHICAGO, IL, 60606 US

Shelley Legg
907 FOX CROFT PLACE
SHELLEY LEGG
CANTON, GA, 30114 US

CARRIER: FEE2 FedEx 2 Day Economy Package
FREIGHT TERMS: P PREPAID

CUSTOMER PO#: Bobbi Fortner
REFERENCE#: 699253

ITEM#	DESCRIPTION	SERIAL#	QUANTITY
ZCD-800033801 800033-801	IX SERIES MONOCHROME RIBBON FO		4

NUMBER OF ITEMS: 4

NUMBER OF PAGES: 1

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These commodities, technologies or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

Yukon Kuskokwim Regional Health and Safety Center

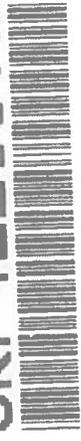
Building Inventory Report

Name	Series	Room	Qty	
Recumbent Exercise Bikes	RBK 800-Series	Weight Room	1	
Climbmill	C 3x-01C	Weight Room	1	
Paramount Chin- Dip	XP-4000	Weight Room	1	
Body Solid Dual Dumbbell & Ke		Weight room	4	(racks that hold the free weight dumbbells 20lbs+)
Paramount Leg Press	XL2-300	Weight Room	1	
Precor EFX (Elliptical Cross-Trainer)	EFX	Weight Room	3	
Precor TRM 823 treadmill w/ P20 Console	823	Weight Room	6	
Paramount Leg Extension	XL2-100	Weight Room	1	
Paramount Seated Chest Press	XI2-900	Weight Room	1	
Paramount Lat Pulldown	XL2-1100	Weight Room	1	
Body Solid Pro dumbbell Rack		ConX	2	
Body Solid Leg Extension	XL2-100	Weight Room	1	
Paramount Seated Chest Press	XL2-900	Weight Room	1	
Paramount Lat Pulldown	XL2-1100	Weight Room	1	

Paramount Triceps pushdown	XL2-1500	Weight Room	1	
Paramount Bicep Curl	XL2-600	Weight Room	1	
Paramount Seated Row	XL2-1200	Weight Room	1	
Climb Hill	C 3X-01	Weight Room	1	
Paramount Shoulder Press	XL2-700	Weight Room	1	
Paramount Abdominal Machine	XL2-1400	Weight Room	1	
Paramount Vertical Knee Raise/ Dip Bench	XFW-6400	Weight Room	1	
Paramount Smith Machine	X P/N B2082A 1/11	Weight Room	1	
Body Solid Dumbbell rack		Weight Room	1	
Scale	Detecto	Weight Room	1	
Body Solid Medicine ball rack		Weight Room	1	

MAT: F4L21UT#ABA
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ID: CK001L245M06Y

- 1 409001-009 Flier, PSG Desktop Accessory DIB
- 1 607795-DN5 Poster, GSU & Getting Started - AMER
- 1 650434-DN3 DVD,OSDVD,COMM,WIN7-SP1,PRO64,NAML
- 1 672652-001 HP USB Optical Mouse
- 1 676339-371 GDE, WARRANTY - (1/1/1)-AP EN
- 1 746516-B22 CARD,RTF,WIN 8.1 DOWNGRADE,CMCP-WWML
- 1 748763-DN1 KIT,OSDVD,COMM,WIN8.1,PRO64,NA
- 1 753585-B21 KIT,DRDVD Win8.1 Pro 64 Bit,Frodo 80
- 1 753789-B21 Kit, DRDVD Win7 64 Bit, Frodo 800G1
- 1 213349-001 CORD, PWR,AC,CS-DOM,BLK
- 1 650778-001 ACC BAG, 100% RECYCLED, PIRATES

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ID: CK001L245M05B

- 1 409001-009 Flier, PSG Desktop Accessory DIB
- 1 607795-DN5 Poster, GSU & Getting Started - AMER
- 1 650434-DN3 DVD,OSDVD,COMM,WIN7-SP1,PRO64,NAML
- 1 672652-001 HP USB Optical Mouse
- 1 676339-371 GDE, WARRANTY - (1/1/1)-AP EN
- 1 746516-B22 CARD,RTF,WIN 8.1 DOWNGRADE,CMCP-WWML
- 1 748763-DN1 KIT,OSDVD,COMM,WIN8.1,PRO64,NA
- 1 753585-B21 KIT,DRDVD Win8.1 Pro 64 Bit,Frodo 80
- 1 753789-B21 Kit, DRDVD Win7 64 Bit, Frodo 800G1
- 1 213349-001 CORD, PWR,AC,CS-DOM,BLK
- 1 650778-001 ACC BAG, 100% RECYCLED, PIRATES

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- 1 650434-DN3 DVD,OSDVD,COMM,WIN7-SP1,PRO64,NAML
- 1 672652-001 HP USB Optical Mouse
- 1 676339-371 GDE, WARRANTY - (1/1/1)-AP EN
- 1 746516-B22 CARD,RTF,WIN 8.1 DOWNGRADE,CMCP-WMML
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- 1 213349-001 CORD, PWR,AC,C5-DOM,BLK
- 1 650778-001 ACC BAG, 100% RECYCLED, PIRATES

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Exhibit B
Minimum Safety Equipment Required

Rescue Tube (Minimum one per lifeguard)
Backboard with appropriate securing material (3 straps/head immobilizer)
Ring Buoy and Line
Shepherds Crook
Fiberglass Reach Pole
First Aid Kit meeting OSHA standards (minimum of one per lifeguard station & 2 at gate)
Blood-borne pathogens kit
Hip pack with face mask and gloves per lifeguard
Safety goggles
Rubber gloves
Fire Extinguisher
Oxygen tank and bag-valve mask system
Gas Mask for handling chemicals
Bio-hazard kit

Exhibit C
Preliminary Operations Plan and Budget

[SEE ATTACHED]

This plan was agreed to by both parties however does not contain a signature line.



UNITED POOL MANAGEMENT

YKFC Operations Plan July 1, 2015 through June 30, 2016

Table of Contents

- Labor2
- Days and Hours of Operation3
- Usage Fees.....4
- Programs and Fees.....7
- Facility and Pool Management12
- Ongoing Staffing and Training13
- Advertising and Marketing.....14
- Facility and Pool Maintenance, Utilities14



June 30, 2016

This plan was prepared by Raunicka Ray, Facilities Director, and other United Pools staff, for the YKFC. This plan covers the operational period beginning July 1, 2015 thru the end of the City of Bethel 2016 fiscal year, June 30, 2016. This plan is based on industry best practices for pool safety, facility management and United Pools industry experience.

Labor

Labor is the most significant operating expense and is somewhat controllable based upon days of operation, hours of operation, and programs offered. There are three categories of labor: full-time, wage grade and programs driven.

The full time employees are led by the Facility Director who is responsible for the overall operations and maintenance of the facility. A full time Programs Director supports her and provides marketing, outreach, programs development and coordination responsibilities. In general terms, these two positions work 40-hour weeks, 5 days per week.

The wage grade employees are scheduled to match usage and safety requirements. These employees include:

- Pool Operators
- Lifeguards
- Customer Service Representatives
- Cleaners
- Maintenance

It is important to note that for safety reasons, there can never be less than 2 lifeguards on deck in the natatorium.

Program employees are generally instructors for a particular class. These include Water Safety Instructors for various aquatics programs, and instructors that would use the fitness and exercise rooms such as Yoga, Pilates, Aerobics, etc. United Pools plans to reach out to the Bethel community (known as our "Strategic Partners Program") and engage knowledgeable instructors in specialty areas to meet demand. This will include such things as spin class, martial arts, and dance. The Program Instructors can be engaged on an hourly basis with United Pools managing registration and fees or the Instructor may arrange to use the space only. The intent is to serve the public; not compete with established programs.

The staffing plan is the basis for the estimated operating budget. This Operations Plan will be finalized based upon the approved budget. As provided for in the underlying Operations and Maintenance contract, even after the Operations Plan and Budget are approved, adjustments to the schedule may be made that reflect actual usage of the facility. The City will be notified prior to changes being implemented and no such changes will occur without the written consent of the City Manager.



June 30, 2016

Days and Hours of Operation

Days of Operation: United Pools will close to the public on Monday's.

The YKFC will be closed the following dates:

- November 7 2015 - November 20, 2015 for annual maintenance and warranty repairs.
- Thanksgiving Day: Thursday November 26 2015
- Christmas Day: Friday, December 25, 2015
- New Year's Day: Friday, January 1, 2016

Special Holiday Hours:

- **July 4th:** Saturday, July 4, 2016 9:00AM-9:00 PM
- **Labor Day:** While Labor Day is September 7, closure will actually occur on September 8 in order to allow staff to enjoy the holiday.
- **Veteran's Day:** While Veteran's Day falls on Wednesday, November 11, closure will actually occur on Monday, November 9 to allow facility staff to enjoy the holiday.
- **Christmas Eve:** Thursday, December 24, 2015 6:30AM-7:00PM
- **New Year's Eve:** Thursday, December 31, 2015 Regular hours or the equivalent of 14.5 hours starting later in the day at the discretion of pool management.
- **Easter:** Sunday, March 27 2016 12:00PM-9:00 PM
- **Memorial Day:** While this holiday falls on Monday, May 30, 2016, the facility will close on Tuesday, May 31st instead to allow staff to enjoy the holiday.

Hours of Operation: The following hours of operation are recommended for a facility of this size.

Monday: CLOSED TO PUBLIC
Tuesday – Friday: 6:00 am – 9:00pm
Saturday: 9:00 am – 9:00pm
Sunday: 10:00 am – 9:00pm

The facility opening/closing hours can be adjusted on a monthly basis but only with the prior written approval of the City Manager. A notice will be posted approximately 1 month in advance so monthly pass purchasers know what they are buying.

Exercise Room (w/equipment): Every day the facility is open.

Fitness Room: As scheduled for around programs

Natorium:

Lap Swim: 6:30 am - 9:30 am, Tuesday thru Friday

Programs: 3:00-9:00, Tuesday thru Friday (while school is in session)
9:30 am – 4:30 pm Saturday

Open Swim: 1:00 pm – 8:30 pm, Tuesday thru Friday, all day on weekends



June 30, 2016

(The pool deck closes 30 minutes prior to the facility to allow for changing guests.)

All members and guests will be required to check in at the front desk. The facility will have set hours for both water and fitness programs. During those set time blocks there will be a designated areas to conduct these classes. The water classes will be sectioned off and the fitness room will be closed when programs are in session. During lap swim, the lane pool will be solely for lap swimmers. During open swim the lap swimmer are free to swim but are not guaranteed a lane.

Generally, during weekday lap swim and open swim until 3:30, there will be two (2) lifeguards, one (1) customer service representative and one (1) cleaner. During the weekday afternoon and evening hours, staff levels will increase to up to four (4) lifeguards, two (2) customer service representatives and two (2) cleaners. On Saturdays and Sunday, staff levels will be up to five (5) lifeguards, two (2) customer service representatives and two (2) cleaners. Customer Service Representatives will be responsible for operating the pro shop and concessions area.

Should the number of swimmers exceed the maximum allowable capacity of 111; 2-hour swim sessions will be scheduled. The swim session users will be banded and without a band the users will not be allowed to use the pool. Additionally, should staffing levels not match user limits due to approved operations budget; the facility will undergo capacity controls.

Usage Fees

Fees Approach: The facility will offer day passes, individual family or corporate memberships as well as bundle passes. People will have the option to get a day pass for both pool and fitness or memberships by the month or year or purchase a block of entrances. Memberships will include pool only, fitness only or both.

Admission categories are as follows:

Adults:	age 18 through 59 years
Military:	with a valid ID card (can only be purchased on site)
Senior:	age 60 years and above (with proof of age)
Kids:	age 2 & under
Youth:	age 3 through 17
Student:	with current student ID (can only be purchased on site)



June 30, 2016

Daily Admission: If participant wants to use both pool and fitness facilities, outside of a registered participant in a class, there is a \$3 add-on fee.

Category	Fitness	Pool	Fitness and Pool
Adult	\$8	\$8	\$11
Family*	\$30	\$30	\$40
Kids	N/A	Free w/swim diaper, \$2 for swim diaper	N/A
Youth	\$5 (limited to those 14 and older)	\$5	\$8 (14 and older)
Military	\$6	\$6	\$9
Senior	\$3	\$3	\$6
Pass Package, Youth	-	\$29	\$32
Pass Package, Adult	-	\$39	\$42
Women's Adult Plus Size Pass Package	-	\$55	\$58

The pass package is designed to accommodate visitors to Bethel that do not have a swimsuit and towel. The package is aggressively priced; the quality of the swimsuit and towel are suitable for limited use. This package will consist of a Suit, Towel and Bag as well as a one day entrance fee. If demand outpaces supply we will have to reorder more items and price is subject to change based on cost of goods acquired.

Monthly Membership Fee:

Category	Fitness	Pool	Fitness and Pool
Adult	\$60	\$60	\$85
Family*	\$225	\$225	\$295
Youth	\$30 (14 and older)	\$30	\$50 (14 and older)
Military	\$40	\$40	\$50
Senior	\$25	\$25	\$45



June 30, 2016

Annual Membership Fee: The fee for annual membership is the equivalent of 10 months' membership for sale.

Annual Membership Fee:

Category	Fitness	Pool	Fitness and Pool
Adult	\$600	\$600	\$850
Family*	\$2250	\$2250	\$2950
Youth	\$300 (14 and older)	\$300	\$500 (14 and older)
Military	\$400	\$400	\$500
Senior	\$250	\$250	\$450

*Family membership includes up to 6 members with the same home address. For families with over 6 family members the add-on fee will be \$25.00 or \$250.00 pending on the membership type.

Discount Program: United Pools will provide discount vouchers for family memberships and entrance fees to those families needing financial assistance to use the facility. United Pools will give these vouchers to a designated city employee to pass out to those in need. United Pools will instruct those needing financial assistance to visit city hall for the vouchers.

Facility Rental: Parts or all of the facility may be rented. Reservations may be made through the Programs Director. Rates are as follows:

Booking Fee (in addition to the hourly rate): \$7.50 per booking which is non-refundable (waived for VIP members.)

Entire Facility:	Call Facilities Director (will be negotiated upon renters needs) At least 30 days notice needs to be given. Because the Facility is a municipal facility, rental of the entire facility can only occur on days the facility is scheduled to be closed.
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Natatorium:	\$115.00 per hour for 1-25 people. (Comes w/ 2 staff) \$153.50 per hour for 26-50 people. (Comes w/ 3 staff) \$192.00 per hour for 51-75 people (Comes w/ 4 staff)
-------------	--

Concessions area, for food prep:	\$16.50 per hour
Fitness Room:	\$40.00 per hour
Exercise Room:	\$65.00 per hour



June 30, 2016

Locker Rental: \$75.00 per annum

Reservations may be made up to 90 days in advance must be made at least 7 calendar days prior to event. Payment must be made at the time of reservation.

Cancellation Policy: Refund or account Credit will be made if notice, in writing, is received within Five (5) calendar days of the Event. There is no service charge if a credit is requested. There will be a 5% or \$4.00 service charge for refunds, whichever amount is greater. Cancellations made four days or less prior to the scheduled event will not receive a refund or credit.

Programs and Fees

Aqua Classes: Aqua classes must be purchased through the front desk or from the United Pools web page (www.unitedpools.com/ykfc). These classes have scheduled times and dates. Participants register for a specific scheduled time and date.

Class	Description	Instruction time	Fees
Water Aerobics	The classes focus on aerobic endurance, resistance training, and creating an enjoyable atmosphere. Most land-based aerobic exercisers don't incorporate strength training into their schedules and therefore adding aquatic exercise can greatly improve their health	45 min per session for 8 sessions	\$60/\$40*
Senior Aerobics		45 min per session for 8 sessions	\$60/\$40*
Water Babies	Features: Parent participation, designed to help parents and child get comfortable in water, kicking and reaching and pull, blowing bubbles, underwater drafting, how to climb out of pool with assistance, floating with assistance	30 min per session for 8 sessions	\$75
Tiny Tots	Designed for children 4 and 5 years old, accompanied by their parents. Parents are taught how to acclimate their child to the water. Child is taught the basic fundamentals of swimming with the help of the instructor and parent.	30 min per session for 8 sessions	\$75



June 30, 2016

Levels 1-3	These classes are designed to teach youth ages 6 to 13 how to swim. There is a swim evaluation taken before being placed in a class.	30 min per session for 8 sessions	\$75/each level
Master Swim	Guided swimming technique for those greater than 19 years old	1 hour sessions for twice a week for a 1 month period	\$40
Water Polo	Recreation water polo designed for those to be socially interactive while keeping fit.	1 hour for a 2-month period.	\$75/\$10
Water Volley Ball	Recreation water Volleyball designed for those to be socially interactive while keeping fit.	1 hour for a 2-month period.	\$75/\$10
Water Zumba	Aquatic dancing class to popular relevant music	45 min per session for 8 sessions	\$60/\$40*
Summer Swim Team	This will be designed as an intramural league where local children practice and compete against themselves.	2 month period	TBD based on interest

Other classes can and will be added as needed and as can be supported by qualified instructors. The specialty classes could include: Survival Suit Training, Kayaking, and Diving. Each class will have a minimum and maximum amount of students. If the class does not meet the minimum number of students, the course will be canceled or postponed until the necessary student ratio is met. Use of the pool for the purpose of physical therapy will be encouraged.

Special Promotions: Special promotions will occasionally be offered. These include "Dive in Movies", "Ladies Only", "Fellowship Night", "Miles/Lap Club" and Triathlons. It is anticipated that modest fees will be charged for special promotions.

Fitness and Exercise Programs

Exercise Room: The exercise room will be open during all regular operational hours. Users must be at least 14 yrs old to enter the exercise room. All work out equipment is on a first come first



June 30, 2016

served base. During peak hours, 4pm to 8pm, use of cardio machines will be limited to 30 minutes. All Fitness Room equipment must stay in the Fitness Room and all Weight Room equipment must stay in the Weight Room.

All Exercise Room users must sign a waiver of liability to use the equipment. First time users of equipment will be offered a free demonstration on the use of the equipment upon request. Use of the exercise room will be monitored thru the security system. At minimum, staff will physically walk thru the room to verify proper use and cleanliness. Signage will be posted in the exercise room requesting users to wipe down the equipment after each use.

Fitness Room: The Fitness Room is generally reserved for classes. Classes must be purchased through the front desk or from the United Pools web page. These classes have scheduled times and dates. Participants register for a specific scheduled time and date. All fitness equipment must stay in Fitness Room.

Class	Description	Fees
Cardio Crunch	Designed to improve circulation efficiency and reduce blood pressure	\$60/\$40*
Senior Aerobics	Designed for those 60 yrs and better. Classes are blocked for 45 minutes with 30 minutes of exercise.	\$45/\$25*
Spin Class	Spinning is a cardio (aerobic) workout set to music and led by a qualified instructor.	\$60/\$40*
Yoga	Classes combine traditional yoga postures and exercises that focus on flexibility, strength, balance and breathing. Go at your own pace for a workout as gentle or as challenging as you like. Instructors will always offer modified poses for all levels.	\$60/\$40*
ZUMBA	Fitness Dance Class	\$60/\$40*
Introduction to Weight Training	A remedial class in weight lifting	\$60/\$40*



June 30, 2016

Introduction to Judo	A remedial class in Judo Martial Arts	TBD
Tiny Tots	Parent involvement class for children 3-5 years old. This class is for a gradual integration into preschool.	TBD
Kickboxing	Instructed Kickboxing Class	\$60/\$40*

Asterisk delineates annual membership pricing. Pricing after a forward slash delineates drop in pricing.

Class times are blocked at 1 hour, with 45 minutes of workout time unless otherwise stated.

For those guests that are interested in trying a class, a single session can be purchased for a lesser drop in fee. Pro-rated fees will be available for those who want to join midsession.

Other classes can and will be added as needed and as can be supported by qualified instructors. The specialty classes could include various martial arts or dance type classes.

Concessions and Pro-shop

Concessions: The Concessions area will generally open later in the day and close 30 minutes prior to the facility closing. Early closing of the concessions area insures that the guest will have time to consume their purchase as well as the staff close out their cash drawers. Customer Service Representatives will operate the concessions; additional staff will be added during peak hours. The hours of operation will be:

Monday: CLOSED TO PUBLIC
 Tuesday – Friday: 6:30am – 8:45pm
 Saturday: 9:30am – 8:45pm
 Sunday: 10:30am – 8:45 pm

The Concession will offer a variety of foods and snacks with a focus on healthy choices. Prices will be clearly posted. Healthy food and snack choices will be more attractively priced to encourage better choices. Concessions items include the following:

Food or Snack	Sell price	Drinks	Sell price
Pizza (Personal)	\$ 5.50	*Bottled Water	\$ 2.50



June 30, 2016

Hot Dog	\$ 3.75	Gatorade	\$ 5.00
Chili Dog	\$ 4.50	Hot Chocolate	\$ 1.25
Corn Dog	\$ 2.75	Canned Soda	\$ 3.50
Popcorn	\$ 1.25	Juice	\$ 2.00
Nachos	\$ 4.50	Coffee	\$ 1.25
Granola Bar (variety)	\$ 1.50	Sandwiches	\$ 4.75
Crackers, peanut butter or cheese	\$ 1.00	Juice Boxes	\$ 2.00
Nuts	\$ 2.00		
Raisins	\$ 1.00		
Soft Serve Pretzel	\$ 3.00		
Supreme Pizza	\$ 5.75		
Candy	\$ 2.00		
Slushies	\$ 2.00		
Fruit Snacks	\$ 1.00		
Pop Chips	\$ 2.50		
Vitamin Water	\$ 5.00		
Protein Drinks	\$ 5.00		

Pro-Shop: The pro-shop will be run by a customer service representative. The pro-shop will close 30 minutes before the facility closes. Use of credit cards will be encouraged; however cash will be accepted.

The pro-shop will sell a variety of swimwear and accessories set up on a movable cart. All items will be priced or the sale price clearly indicated. Pro-shop items will include the following:

Item	Price	Item	Price
Women's one piece suit	\$ 32.00	Fun Kids Kickboards	\$ 14.00
Girls one piece suit	\$ 28.00	Regular Kickboards	\$ 16.00
Men's swim trunks	\$ 25.00	Pull buoy	\$ 11.50



June 30, 2016

Boys swim trunks	\$ 23.00	1 Use - Towels	\$ 5.25
Silicon swim cap	\$ 12.00	Shammy Towel	\$ 14.00
Fun Kids Goggles	\$ 7.50	Water Wings	\$ 3.00
Anti Fog Goggle	\$ 8.00	Swim diapers	\$ 2.00
Anti Fog Swedish Goggle	\$ 18.00	Mesh bag	\$ 13.00
Locker Locks	\$ 10.00	Ear Plugs	\$ 4.75
Hand Paddles	\$ 9.00	Nose Plugs	\$ 3.00
Dive Rings	\$ 9.00	T Shirts	\$ 30.00
Fitness Gloves	\$ 15.00	Socks	\$ TBD
Ear Buds	\$ 4.50	Active Band (fit bit style)	\$ 25.00

Facility and Pool Management

United Pools will utilize our standard approach to managing underage children and any discipline, if needed. Our primary concern is safety of both the individual user and the other users. Safety will always be the over-riding concern. The following is our approach.

Underage Children: Children ages 12 and under must be accompanied by a legal guardian age 18 years or older. Children ages 13-17 must take a "swim test" to enter the pool area by themselves. Upon completing the swim test a parent/legal guardian must sign a waiver giving United Pools authority to administer emergency care to child. Additionally, United Pools requires 2 separate contacts to be on file for the child.

"Swim Test" consists of:

Swim 1 length of the pool

Float on back for 25 seconds

Tread water in deep end of pool for 60 seconds (hands may be used)

Should a moving water attraction be on site - demonstrate child can use in a safe manner

Discipline: Facility/Pool Rules will be posted in a conspicuous place for all users to read and understand. United Pools will provide staff to answer any questions about the guidelines set by the facility. Should an infraction in the rules or unsafe behavior occur, the staff has express authority to discipline the individual.

The guidelines the staff uses to discipline the user if an infraction in the rules occurs is as follows:



June 30, 2016

1st time – Whistle will be blown and a warning will be given

2nd time – Whistle will be blown and a “time out” will be assessed (not to exceed 15 minutes)

3rd time – Whistle will be blown and the user will be asked to leave the facility for the day

Should a user be asked to leave the facility, proper company documentation will be filled out and the police will be called for an official police report.

Should the same individual be asked to leave more than 3 times in a rolling 30 day period, they will be suspended from the facility for 6 months. No refunds or credits will be given to those asked to leave the facility (regardless of the membership level).

Ongoing Staffing and Training

This section concerns the ongoing staffing and training needs as a result of natural staff turnover, refresher classes and staying current within the industry.

For back-filling positions, United Pools standard job descriptions will be used. Applicants apply on our website or may present paper applications at the facility. Applicants are interviewed and screened through our personality checklist.

On-going training for the Facilities Director and the Programs Director will include:

- NSPF Certifications
- American Red Cross (ARC) Certifications

On-going training for the wage grade employees includes:

- Bi-weekly Staff Meetings
- Pass-through Hospitality Training
- Safety Audits Quarterly
- Fitness Audits Quarterly

As outlined in our start-up plan, training begins immediately for back-filled and/or new hourly wage employees and includes:

- After Interview procedures and policies test
- In-service Training
- Onsite Facility Operations Training
- Review Test prior to their second pay period
- Any Certifications needed to perform their associated duties

Training will include both print materials and videos and be administered by the Facility Director or United Pools Staff.

United Pools partners with the American Red Cross and the National Swimming Pool Foundation



June 30, 2016

to implement all Aquatics safety training certifications. The Facilities Director and Programs Director will both have certifications necessary to conduct classes and administer tests for lifeguards.

Advertising and Marketing

The Program Director is responsible for the ongoing advertising and marketing of the Facility. Social media sites and the website will be subcontracted. All other advertising will be done by the Program Director.

One month before each quarter the Program Director will provide an advertising plan to the City Manager for review and approval. (For example, in June, an advertising plan will be submitted for the months of July – September. In September, an advertising plan will be submitted for the months of October – December, Etc.)

Facility and Pool Maintenance

There are three distinct levels of maintenance involved with the facility: Daily Cleaning, Pool Maintenance, and Periodic/Preventative Facility Maintenance.

Daily Cleaning: Cleaners will maintain the facility in a clean and orderly manner. Floors will be swept, mopped or vacuumed. Toilet rooms will be cleaned and re-stocked. Horizontal surfaces will be dusted and cleaned as needed. Equipment will be re-arranged to original status. Windows and doors cleaned as needed. The facility will be cleaned after closing each evening.

Pool Maintenance: Pool maintenance will be overseen by the Certified Pool Operator, the Facility Director in this case. Water testing, daily logs and reporting are included. The Operations and Maintenance Manual goes into much greater detail. After the installation of the pool cover, staff will place the cover each evening and remove it every morning before lap swim.

Facility Maintenance: Facility maintenance will be provided through local labor and contractors. The Facility Director serves as the coordinating point of contact for these services. Fire Alarms and Security Alarms will be monitored by SimplexGrinnell. The Heating Ventilating Air Conditioning (HVAC) systems will be monitored and possibly remotely adjusted by Mechanical Systems Inc. (MSI). Periodic inspection and maintenance of the HVAC systems will be provided by MSI and the onsite staff to include air filter changes. For less skilled tasks such as gypsum wallboard repair and painting, and light bulb changes, local labor will be engaged.

Note that snowplowing of the parking lot and maintenance of the wind turbine are the responsibility of the City of Bethel.

Annual Maintenance: The facility will need to be closed for warranty repairs and general repairs



June 30, 2016

services for up to two weeks in the fall. The scheduled dates of closure are currently November 7, 2015 - November 20, 2015. These dates can be moved at the request of the City; however planning ahead is paramount to coordinate all the contractors to complete the requisite work.

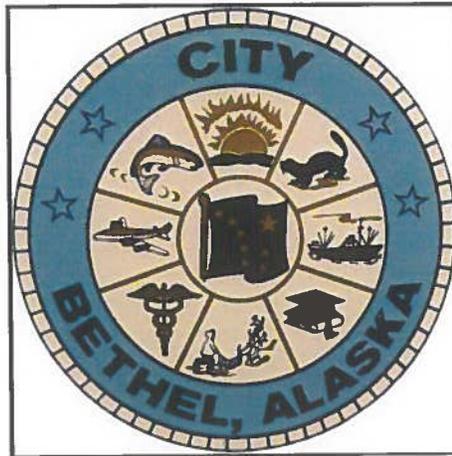
Description	UP Original	Council Changes	UP 2nd Change
Facility & Program Director-AK	\$135,000.00	\$135,000.00	\$ 135,000.00
Lifeguard Labor- AK	\$187,258.50	\$187,258.50	\$ 187,258.50
Customer Service Representative Labor	\$84,481.50	\$84,481.50	\$ 84,481.50
Cleaner/Maintenance Labor	\$68,440.00	\$68,440.00	\$ 68,440.00
Pre-Post Hours Cleaning of YKFC	\$14,053.00	\$14,053.00	\$ 14,053.00
Staff meetings	\$2,200.00	\$2,200.00	\$ 2,200.00
Aquatics Programs Labor	\$19,250.00	\$19,250.00	\$ 19,250.00
Fitness Programs Labor	\$8,250.00	\$8,250.00	\$ 8,250.00
Payroll Taxes	\$102,408.00	\$60,000.00	\$ 57,082.63
Insurance-Workman's Compensation	\$32,000.00	\$32,000.00	\$ 32,000.00
Cost of Living Adjustment	\$36,000.00	\$36,000.00	\$ 36,000.00
Benefits	\$7,800.00	\$7,800.00	\$ 7,800.00
Bank Fees	\$33,780.00	\$13,000.00	\$ 13,000.00
Training Cost- AK	\$8,000.00	\$0.00	\$ 8,000.00
Advertising/Marketing Exp-AK	\$15,000.00	\$10,000.00	\$ 10,000.00
Sub-Contractor Cost, Maint	\$35,790.00	\$35,790.00	\$ 35,790.00
Building Maintenance Contingency Reserve	\$3,300.00	\$3,300.00	\$ 3,300.00
Exercise Preventative Equipment Maintenance	\$5,600.00	\$5,600.00	\$ 5,600.00
Pool/Building Supplies Cost- AK	\$5,000.00	\$5,000.00	\$ 5,000.00
Chemical Supplies Cost-AK	\$26,500.00	\$26,500.00	\$ 26,500.00
Paper & Cleaning Products-AK	\$22,000.00	\$22,000.00	\$ 22,000.00
Computer IT Support Expense AK-CHANGE To Point of Sale Use Fee	\$4,500.00	\$5,780.00	\$ 6,000.00
Office Supplies Expense -AK	\$9,000.00	\$9,000.00	\$ 9,000.00
Postage Expense -AK	\$1,000.00	\$1,000.00	\$ 1,000.00
Unfseen Expense	\$1,500.00	\$1,500.00	\$ 1,500.00
Fitness Items-AK	\$1,500.00	\$1,500.00	\$ 1,500.00
Aquatics Program Items	\$2,500.00	\$2,500.00	\$ 2,500.00
Concession Items-AK	\$50,000.00	\$42,000.00	\$ 42,000.00
Pro-shop Items -AK	\$32,000.00	\$32,000.00	\$ 32,000.00
Auto Fuel Expense-AK	\$6,500.00	\$3,000.00	\$ 6,500.00
Auto Maintenance	\$3,750.00	\$1,000.00	\$ 3,750.00
Auto Insurance Expense-AK	\$2,500.00	\$2,500.00	\$ 2,500.00
Insurance Fidelity bond/Umbrella	\$7,000.00	\$7,000.00	\$ 7,000.00
Telephone-AK	\$6,500.00	\$1,260.00	\$ 3,500.00
Utillies, Cable TV	\$5,790.00	\$0.00	\$ 2,000.00
Haz Mat Removal	\$2,000.00	\$0.00	\$ 2,000.00
Shipping-AK	\$20,000.00	\$20,000.00	\$ 20,000.00
Travel Expense, Corporate -AK	\$12,480.00	\$0.00	\$ 12,480.00
Travel Expense, Training	\$5,400.00	\$0.00	\$ 5,400.00
	Operating Budget	\$905,963.00	\$ 941,635.63
	Professional Fees	\$140,200.00	\$ 140,200.00
TOTAL	\$1,166,231.00	\$1,046,163.00	\$ 1,081,835.63

Revenue	
Taxes	\$ 570,833.00
Entry Fees	\$ 336,000.00
Facility Rent	\$ 15,000.00
Program Fees	\$ 110,000.00
Concessions	\$ 69,000.00
Pro Shop	\$ 48,000.00
Welln. Prog.	\$ 31,200.00
Total Revenue	\$ 1,180,033.00
Direct City Expenditure	
Electricity	\$ 120,000.00
Fuel	\$ 250,000.00
W/S/Waste	\$ 41,000.00
Wind Turb. Co.	\$ 15,000.00
Wind Turbine	\$ 3,500.00
Propt. Ins.	\$ 21,000.00
Admin IT Conn.	\$ 35,686.00
Admin. Over.	\$ 16,360.00
Direct City Exp.	\$ 502,546.00
Contractor Expenditure	\$ 1,046,163.00
Total Exp.	\$ 1,548,709.00
Need from Pool Fund	\$ 368,904.00



Exhibit D
City's Request for Proposal

[SEE ATTACHED]



REQUEST FOR PROPOSALS FOR
Operations and Maintenance Services
For
Yukon Kuskokwim Regional Aquatic Health and Safety
Center
City of Bethel, Alaska

RELEASE DATE

May 6, 2016

SUBMISSION DEADLINE

3pm Alaska Standard Time May 13, 2016

A firm that submits a proposal MUST be on the official RFP holder list. Failure of a firm to be on the list may be cause for their proposal to be deemed non-responsive. Offeror's are responsible to verify that their firm and current contact information is on the RFP holders list. The RFP holder list is maintained by, and questions may be addressed to:

Project Manager
proposals@projdevelopment.com

Table of Contents

A. INTRODUCTION:..... 3
B. SCOPE OF WORK: 4
C. SCHEDULE AND PROCESS, SELECTION CRITERIA, FORMAT, PROPOSAL CONTENT AND SUBMITTAL INSTRUCTIONS..... 10
D. ATTACHMENTS..... 21

- Attachment A: DRAFT Contract
- Attachment B: YKFC Operations Plan for July 1, 2015 - June 30, 2016
- Attachment C: YKFC Operating Budget July 1, 2015 – June 30, 2016
- Attachment D: Strategic Partners
- Attachment E: Maintenance Plan
- Attachment F: Inventory of FF&E
- Attachment H: Transition Plan
- Attachment J: Policies and Procedures Manual
- Attachment K: YKFC Floor Plan

A. INTRODUCTION:

1. The Community: The City of Bethel (Bethel), Alaska is located about 75 miles inland from the Bering Sea on the Kuskokwim River. Bethel, with a population of just over 6,100 residents, is a regional hub for services for the Yukon River and Kuskokwim River delta area with an additional population of approximately 1,650 residents. Primary, year-round transportation access to Bethel is via the regional airport in Bethel with daily jet service to Anchorage, approximately 400 miles away. There is no road access. Cost effective shipping is via barge on the Kuskokwim River in the summer months.

2. The Facility: The City of Bethel (City) owns the Yukon Kuskokwim Aquatic Safety and Fitness Center (YKFC), located at 267 Akiachak Avenue in Bethel, Alaska. The YKFC is approximately 21,000 square feet and consists of a natatorium with a six-lane competition pool, children's swim area and slide, a spa, and a gallery viewing area. The facility also includes a well-equipped exercise room and a dance studio-like fitness room. Supporting these spaces are locker rooms, a reception counter and small snack bar area, several offices, storage rooms, janitor room, and pool and HVAC equipment rooms. The aquatic center has state of the art sanitation systems consisting of calcium hypochlorite supplemented with ultra violet dechloramination and disinfection systems for both the pool and spa. Electrical service for the facility is provided by both the local utility and a 100 kW wind turbine installed on site. For further information about the facility, see the floor plan included in Attachment K: YKFC Floor Plan.

3. Current Status: The facility was completed and open to the public in the late fall of 2014 and has been open year round since. The City contracted with an independent fitness center operator to operate and maintain the YKFC. That scope of work included but was not limited to preparation for the transition to operations, preparation of operations and maintenance documentation, recruiting and training lifeguards, and marketing. That contract expires on June 30, 2016. This Request for Proposal is to assist the City in procuring YKFC Operations and Maintenance services for the next two-year period beginning July 1, 2016 through June 30, 2018. At the City's option, that contract may be extended for two additional, two year options.

4. Type of Contract: The type of contract envisioned is either 1.) a cost plus a fixed fee, or 2.) a lump sum, firm fixed price contract with provisions for programs.

5. Type of Procurement: This is a Best Value type procurement. Selection will be based upon the best value combination of the proposer's business strength, management capabilities, maintenance experience, community outreach experience, and price.

YKFC Operations & Maintenance RFP

B. SCOPE OF WORK:

1. General:

The following describes the scope of the Operator's work. It is not an all-inclusive list, but intended to convey the City's general intent that the Operator be responsible for all the day to day operations, maintenance, community outreach, financial management and planning for the facility. It is to be operated safely in accordance with the State of Alaska Department of Environmental Conservation regulations, consistent with industry best practices and for the benefit and enjoyment of the Bethel area community.

Other specific tasks and contract requirements are identified in Attachment A DRAFT Contract. Generally, these tasks and requirements will be the same regardless of whether the City opts for a cost plus a fixed fee contract or a lump sum firm fixed price contract.

Other than oversight by the City Manager, the City has no personnel assigned to provide any YKFC operations assistance. The only cost items for which the Operator is not responsible for are as follows:

- ✓ Electricity
- ✓ Water
- ✓ Sewer
- ✓ Fuel Oil
- ✓ Internet and Voice Over Internet Protocol (VOIP) Telephone
- ✓ Solid Waste Disposal
- ✓ Emergency Communication Lines for Security and Fire
- ✓ Snow Plowing of parking lot
- ✓ Wind Turbine maintenance

The descriptions below include guidance to proposers for scope of work assumptions for preparation of their cost plus fixed fee and a lump sum firm fixed price proposals.

2. Facility Operations:

- a) Cost plus a fixed fee proposal: Proposers shall provide Operations as described in the Attachment B: YKFC Operations Plan for July 1, 2015 through June 30, 2016. The scope of work includes the requirement to provide on-going recruiting and training for all positions. There is a very limited pool of local life-guards and water safety instructors. The Operator must provide Red Cross life-guard certification and training, at no cost to the employee. The Operator must provide the frequency of classes

YKFC Operations & Maintenance RFP

needed to maintain an adequate number of employees to operate the facility safely.

The reimbursable portion of the contract for the first year of operations will be a cost-not-to-exceed of \$903,694.00. See Attachment B, YKFC Operations Plan for July 1, 2015 through June 30, 2016 and Attachment C, YKFC Operating Budget July 1, 2015 – June 30, 2016. With regard to Attachment C, YKFC Operating Budget, the line items in the column labeled “Council Changes” reflects the City’s best estimate and authorized expenses for each category.

Proposer's are to provide a proposed fixed fee to be paid over and above the authorized reimbursable costs of \$903,694. The fixed fee is to cover all the Operator's expenses outside of the City of Bethel and shall include the Operator's overhead costs for such things as management oversight and travel, management training, accounting, payroll and payroll management, financial reporting, human resources management, and procurement tasks.

- b) Lump Sum proposal: Proposers shall assume that with the exception of the Programs, the Operations services and service hours as described in Attachment B, YKFC Operations Plan for July 1, 2015 through June 30, 2016 are the minimum required to be included in the lump sum. The lump sum proposal shall include the Operator's overhead costs for such things as management oversight and travel, management training, accounting, payroll and payroll management, financial reporting, human resources management, and procurement tasks.

3. Provide Programs:

- a) Cost plus a fixed fee proposal: Provide programs for the facility in accordance with Attachment B, YKFC Operations Plan for July 1, 2015 through June 30, 2016. The management, instructor recruiting, scheduling, kinds and type of classes, and advertising are the responsibility of the Operator.

The Operator shall develop these classes and associated promotional materials based on input from the public, the City's Parks and Recreation Aquatic Center Committee, and the Kuimarvik organization, and in close coordination with the City Manager and City Council.

The cost of fitness and aquatics programs labor is estimated to be \$27,500 plus payroll taxes and workman's compensation. In addition, a sum of \$2,500 is budgeted for aquatics programs equipment and \$1,500

YKFC Operations & Maintenance RFP

for fitness programs equipment. The aforementioned amounts are already included in the reimbursable cost-not-to-exceed of \$903,694.00.

- b) Lump Sum proposal: Proposers are to provide a narrative proposal describing the number of, kinds of, and types of classes included in their lump sum proposal. It is particularly important that the Proposer be clear about the number of classes offered. The City expects the attractiveness of the proposed classes will maintain program revenues estimated to be \$110,000 annually.

Proposers are encouraged to review the List of Strategic Partners currently in use, Attachment D: Strategic Partners. This list provides information regarding available instructors, and other classes that are being given or contemplated.

4. Maintain Facility:

- a) General: The City is very concerned that the \$23 million YKFC facility be properly maintained on an on-going basis. In general terms, the facility must be maintained in a clean state, and functionally operational at all times.

This facility is one of the newest, most technologically advanced and complex facilities in Bethel. Such facilities in rural Alaska can be expected to require more time and attention from management than comparable facilities elsewhere.

There are very limited skilled and/or technical resources in Bethel. Generally, local labor can be employed and trained to perform daily maintenance and janitorial duties. However, periodic maintenance, preventative maintenance and maintenance troubleshooting for pool systems and HVAC systems are generally supported by vendors from Anchorage, Alaska and points south.

Scheduled pool maintenance closures must be approved by the City Manager. The intent of this requirement is to be strategic in scheduling closures that will have the least impact on revenues.

Utilities: While the operator is not responsible for paying the utilities costs, how the facility is operated and maintained can dramatically impact those costs. For the fiscal year of July 1, 2015 through June 30, 2016, the oil, electricity, water, sewer and garbage costs are estimated to be over \$410,000.

YKFC Operations & Maintenance RFP

For additional information on maintenance requirements, see Attachment E: Maintenance Plan. The Maintenance Plan was prepared by the incumbent Operator and has not been reviewed for completeness or accuracy by the City. It is included with this RFP as an indicator of requirements.

- b) Cost plus a fixed fee proposal: Provide daily, periodic, and preventative maintenance and maintenance troubleshooting as needed to maintain a clean and fully functional YKFC. A full set of equipment Operations and Maintenance manuals are available at the YKFC. Work is further described in Attachment B, YKFC Operations Plan for July 1, 2015 through June 30, 2016, and in Attachment E – Maintenance Plan. The estimated costs for this work is distributed throughout the Attachment C, YKFC Operating Budget and are included in the reimbursable cost-not-to-exceed of \$903,694.00.
- c) Lump Sum Firm Fixed Price proposal: Provide daily, periodic, and preventative maintenance and maintenance troubleshooting as needed to maintain a clean and fully functional YKFC. A full set of equipment Operations and Maintenance manuals are available at the YKFC. Work is further described in Attachment B, YKFC Operations Plan for July 1, 2015 through June 30, 2016, and in Attachment E – Maintenance Plan.

The City recognizes the challenges and risks associated with this task item. The City expects the Operator to have the depth of pool and facility maintenance experience to be able to respond to this requirement.

5. Community Outreach:

- a) General: The YKFC enjoys tremendous support from the local community, individuals, organizations, businesses, and agencies. Due to this support, revenues have exceeded expectations in the first full year of operations. However, much remains to be done in pro-actively seeking partners in the community and surrounding villages. These partnerships range from individuals to small businesses, large corporations, non-profit organization, schools and tribes. Then, those relationships require on-going nurturing and communications.

Current partnerships include such things as negotiated contracts with businesses to provide memberships for employees, businesses making commitments to pay for half the entry fees for children on certain days, organizations subsidizing children's entry fees or swimming classes, etc.

YKFC Operations & Maintenance RFP

The Community Outreach shall include marketing and advertising such as local radio interviews and press releases, cold calls to potential sponsors or group contracts, grant writing for potential program sponsorships, Facebook updates, posting flyers, inviting and hosting special functions, encouraging customer feedback, and regular collaboration with the City's Park's and Recreation Committee. The Operator shall provide regular and frequent updates to the soon to be launched YKFC website and coordinated through the Parks and Rec Committee and the City.

The Operator shall regularly attend City Council meetings, providing a qualitative report on the overall financial performance of the facility and performance of planned programs. The format and content of the reports is to be closely coordinated with the City Manager; assistance and input from the Parks & Rec Aquatics Committee is encouraged.

This scope of work is not all inclusive. The Operator is expected to employ methods and approaches that past experience show have worked well elsewhere in promoting the use of the facility and providing increased revenues. Using marketing tools beyond social media is expected. Creativity is encouraged.

While the Operator may be unfamiliar with the community, there are numerous supporters who are willing to provide introductions, feedback, guidance and local expertise to the Operator. This is an important resource for the development of Community Outreach and should be used.

- b) Cost plus a fixed fee proposal: Community Outreach is currently performed by the Facilities Director or Programs Director. Those costs are included in the reimbursable cost-not-to-exceed budget of \$903,694.00.
- c) Lump Sum Firm Fixed Price proposal: Include in the fixed fee proposal costs to provide the above described Customer Outreach tasks.

6. Operator Transition

- a) General: It is the intent of this procurement to award a contract with sufficient time for the Operator to lead and conduct a smooth transition, if the incumbent operator is not selected, it must be a seamless transition for the Bethel community of users, current monthly and annual pass holders, locker renters, and corporate contract holders. See Attachment H: Transition Plan.

YKFC Operations & Maintenance RFP

- b) Other Transition tasks include but are not limited to:
- Hiring, re-hiring, and training of staff as required.
 - Affect transfer of files of Exercise Room waivers, child emergency contact files, and employee records.
 - Obtain State of Alaska Food Protection Manager Certification
 - Obtain staff food worker cards from the State of Alaska
 - Conduct a Property Inventory from both the property list and concessions consumables, submitting a statement within 5 days of inventory regarding any discrepancies. See Attachment F, Inventory of FF&E
 - Provide free uniform swap to employees who continue to work at the YKFC.
 - Transfer cable TV accounts.
 - Assume custody of YKFC vehicle and re-license/register as needed.
- c) Software: Bethel does not require any particular software program for the operations, management and financial management of the YKFC. See Attachment A: DRAFT Contract for system requirements. See Attachment F: FF&E for description of computers operating at the YKFC.

The City does require that the systems be operational as of the morning of 1 July 2016. The City does require that revenues be segregated and reported in the categories listed in Attachment B: YKFC Operations Plan for July 1, 2015 - June 30, 2016.

- d) Special Submittals: For convenience, the RFP Attachments documents are to be utilized for the transition. However, within three months of the award of this contract, the Operator shall submit updated:
- Policy and Procedures Manual (See Attachment J: Policies and Procedures Manual)
 - Operations Plan
 - Maintenance Plan
 - Transition Plan (See Attachment H: Transition Plan)

6. Contract Requirements:

See Attachment A: DRAFT Contract between the City of Bethel and the To Be Determined Successful Proposer. Proposers are reminded that the Contract includes scope of work requirements such as annual budget submittals, monthly reports, annual inventory reporting, insurance, etc.

YKFC Operations & Maintenance RFP

C. SCHEDULE and PROCESS, SELECTION CRITERIA, FORMAT, PROPOSAL CONTENT AND SUBMITTAL INSTRUCTIONS

1. Schedule and Process: The estimated schedule for the procurement process, contracting, transition and start-up is summarized in the following table. At the City's discretion, dates may change. Item numbers listed in the table below correspond to the narrative following.

Item	Activity	Anticipated Date
a	Issue Request For Proposals, Register	6 May 2016
b	Not used.	Not used.
c	Last day for Questions	11 May 2016
d	Proposals Due	13 May 2016
e	Selection Complete	16 May 2016
f	Complete contract negotiations	no later than 20 May 2016
g	Contract award to City Council for approval	26 May 2016, no later than 14 June 2016
h	Contract signing, submit business license, insurance	Several days after City Council contract approval
i	Begin transition process	Immediate
j	Responsible for YKFC Ops & Maint	12:01 am, 1 July 2016, beginning of fiscal year

- a) The RFP is advertised to the Public. Hard copies of RFP and attachments will not be provided. RFP documents ARE posted at the following site: <https://app.box.com/s/z5pijwcf2s4a8i823lyw81bgills9i6j> Proposers are responsible for checking the site and confirming receipt of all attachments and any addenda issued. Failure to acknowledge any addenda may be deem a proposal non-responsive. Each interested Proposer is required to register. Registration may be accomplished by sending your name, phone number and e-mail to:

proposals@projdevelopment.com.

The purpose of the registration is to ensure that addendums, if any, can be issued.

- b) Not used.
- c) All questions must be submitted in writing via e-mail to proposals@projdevelopment.com before **11 May 2016** in order to allow adequate time for a response prior to the proposal due date. Only

YKFC Operations & Maintenance RFP

those questions submitted in writing and answered in writing may be relied upon for the purposes of preparing a proposal.

- d) Electronic proposals are required. Proposals are to be submitted to proposals@projdevelopment.com no later than 3pm, **13 May 2016** Alaska Standard Time. Return receipts may be requested. Proposal received after that time and date may be deemed non-responsive.
- e) The City plans to complete reference checks, convene a selection conference, make a selection, and announce the apparent winner by **16 May 2016**.
- f) Any contract clarifications or negotiations are to be completed by **20** May 2016 in order for the contract to be submitted to the City Council for approval at their regular **24** May 2016 meeting. The goal is to be able to award a contract to the Operator as soon as possible before commencement of their responsibilities. Should additional time be required, any contract clarifications or negotiations must be completed by 6 June 2016 in order for the contract to be submitted to the City Council for approval at their regular 14 June 2016 meeting.
- g) All contracts must be approved by the City Council.
- h) If approved by the City Council, two copies of the contract will be forwarded to the Operator for signature. Within 3 business days of receipt of the contract, the Operator must sign both copies and return them to the City Manager, along with copies of their City of Bethel Business License and their Insurance. The City Manager will sign and return one original copy of the contract to the Operator.
- i) Upon receipt of the signed contract, the Operator may begin their transition process. The Operator must accomplish all tasks necessary to maintain continuous YKFC operations.
- j) Beginning at 12:01am (Alaska Standard Time) on 1 July 2016, the Operator will be responsible for the Operations and Maintenance of the YKFC.

2. Selection Criteria:

The summary of the selection criteria and the maximum available points to earn is as follows:

Line	Criteria	Maximum
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YKFC Operations & Maintenance RFP

		Points
a	Business Strength & Past Performance	0-10
b	Management Experience	0-25
c	Maintenance Experience	0-25
d	Community Outreach	0-15
e	Price	0-25

Points will be awarded on the following basis:

- a) Business Strength and Past Performance: Proposers that are long established, have many experienced full time employees, have adequate operating capital, are experienced with cost plus fixed fee contracts and supporting remote operations, and have excellent references will most likely be able to exceed expectations and be awarded the maximum of 10 points. Business with lesser operating capital, experience and staff will be scored accordingly.
- b) Management Experience: Proposers presenting a clear staffing plan, with the most experience in managing facilities similar to the YKFC and a management approach that meets or exceeds required needs will be awarded the most points, up to 25. Experience with aquatic centers, fitness centers, and providing programs for facilities of similar size will be evaluated. The points awarded will be a blend of the Corporate experience and the individual experience of their proposed Facility Director. Those with less experience or inadequate approach will be awarded points accordingly.
- c) Maintenance Experience: Proposers presenting a clear approach to daily, periodic and preventative maintenance, with experience in providing facilities maintenance for similar facilities (including pool equipment, HVAC systems, and the entire physical plant), along with a record of little to no facilities down time, and experience in pro-actively managing and/or reducing energy costs will be awarded the most points, up to 25. Those with less experience or an inadequate approach will be awarded points accordingly.
- d) Community Outreach: Proposers with a clear, measurable plan and are highly experienced in how to accomplish and maintain community outreach activities will be awarded up to 15 points. This component is important in terms of generating revenues.
- e) Price: For a Cost plus fixed fee contract, the Proposer with the lowest proposed fixed fee will be awarded 25 points. For a Lump Sum Firm Fixed price contract, the lowest priced lump sum will be awarded 25

YKFC Operations & Maintenance RFP

points. The next highest proposals, in both cases, will be awarded a relative proportion points. For Example:

Example ONLY:

Proposer A: Proposed Monthly Fixed Fee: \$8,000

Proposer B: Proposed Monthly Fixed Fee: \$9,000

Proposer C: Proposed Monthly Fixed Fee: \$9,500

Formula:

Proposer A: 25 points

Proposer B: $\$8,000/\$9,000 = 88.89\%$, X 25 points = 22.2 points

Proposer C: $\$8,000/\$9,500 = 84.21\%$ X 25 points = 21 points

3. Proposal Format:

General: Proposals should respond directly to the evaluation criteria and in the same order as the criteria listed. Material other than that requested, such as marketing brochures or DVD's, is not required or desired. Clarity and brevity are encouraged. The page limitation of the proposal is as follows:

Cover Letter	Up to 2 pages
Business Strength & Past Performance	Use form provided
Management Experience	Up to 12 pages
Maintenance Experience	
Community Outreach	
Price	Use form provided
Resumes	Up to 2 pages each

One page is defined as one side of a standard 8 ½ " by 11" page. Submittals shall be presented in 8 ½ " by 11" format. A limited number of larger sheets (11"x17") may be included. Larger sheets will count as two pages. Tabs and/or divider pages and resumes do not count against the maximums. Small print should be avoided. The following addresses the specific content expected for each section.

4. Proposal Content - Response to Criteria. Proposers must familiarize themselves with this RFP, attachments, draft contract, and provide their best response accordingly. To be responsive the proposal shall consist of the following.

- a) **Cover Letter:** Briefly state your team's understanding of the services to be performed and why your team is the best qualified to provide them. Provide the name and contact information of the individual who is authorized to make representations and commitments for your

YKFC Operations & Maintenance RFP

organization. Acknowledge receipt of any addenda/amendments to this RFP.

- b) **Business Strength & Past Performance:** (up to 10 points) Fully complete the Business Strength & Past Performance Form included at the end of this section. In addition to this form, provide a bank letter of reference that indicates your firm's daily average operating cash reserves in checking and or savings accounts and/or your firm's availability and use of a line of credit.
- c) **Management Experience** (up to 25 points)

Provide narrative summary of your firm's experience in managing similar

- Aquatic and fitness facilities, including concessions
- Aquatic and Fitness Programs
- Support for remote locations
- Staff recruiting and training programs

Provide an organizational chart identifying your company's corporate structure. List the titles, responsibilities, qualifications and authority of staff positions. Identify your company's proposed Facility Director for the YKFC and include on the corporate organizational chart. Provide an organizational chart/staffing plan for the management of the YKFC and a brief description of each position's duties. Provide resumes of key personnel.

Explain your firm's approach to employee recruitment, training, screening, performance evaluation and retention. Specifically address your approach to staffing a facility in a remote Alaskan community. Explain how your employees are paid. Explain your policy on employee uniforms, the cost of uniforms, and how that is managed.

Provide a narrative of your firm's management approach to the operations of the YKFC, addressing each of the points in the above first paragraph of this section. In addition, include your firm's approach to quality control.

- d) **Maintenance** (up to 25 points) - Provide a narrative summary of past experience providing daily, periodic, preventative and troubleshooting maintenance services for facilities similar in size, function, technical aspects and/or remoteness. Rather than lengthy project lists, please elaborate on the approach your firm took and any challenges as well as successes your firm encountered and how those issues were handled. The City is particularly interested to understand what triggers facility "down-times", your firm's track record of emergency down times and

YKFC Operations & Maintenance RFP

scheduled down time, how down time is managed and how it is scheduled.

Provide a narrative of your firm's approach to providing daily, periodic, preventative and troubleshooting maintenance services for the YKFC. Identify self-performed work in addition to the kinds and types of sub-contractors you anticipate using.

One particular concern is the provision of daily janitorial type services and the ability to maintain a high state of cleanliness and sanitation in the public spaces in general, but the locker rooms and toilets in particular. Most all businesses in Bethel suffer from a higher than normal employee turnover. Consequently, employee training and management oversight becomes more critical. As requested in the above paragraph, describe your approach and specifically state if you will be utilizing sub-contractors for this work.

Provide a narrative of your firm's approach to managing energy consumption.

- e) **Community Outreach** (up to 15 points) - Community support is key to maintaining and growing facility revenues.

Provide a summary description of your firm's experience in:

- developing and nurturing community support,
- developing programs in response to community requests,
- marketing,
- disseminating information and
- Incorporating local supporters, organizations and groups into the planned facility operations.

Describe identifiable outcomes from your community outreach efforts.

Provide a narrative description of your firm's approach to Community Outreach for the YKFC in Bethel. Identify who is responsible for these efforts. Provide narrative of your firm's desired and measurable outcomes.

- f) **Price** (up to 25 points) Fully complete the Price Proposal Form included at the end of this section. The Form requires price proposals for both a fixed fee for a cost plus contract and a lump sum firm fixed price.

Provide written narrative of assumptions and/or contract revisions required to enter into a lump sum firm fixed price contract.

YKFC Operations & Maintenance RFP

- g) **Resumes** - Provide resumes for key personnel, including the proposed YKFC Facilities Director, who will be assigned to this project. Include references with contact information for the two most recent relevant positions for each key individual.

5. Submittal Instructions

- a) To be considered, all proposals must be received by the project manager on or before the deadline.

- b) Proposals shall be received by 3:00 p.m. Alaska Time, **May 13, 2016.**

- c) Submit via email, an electronic copy of your proposal in adobe pdf format to:

Martha Schoenthal – Project Manager
proposals@projdevelopment.com

- d) Offeror's are responsible to confirm receipt of their proposal prior to the submittal deadline.

- e) **Offeror's who previously submitted a proposal in response to the RFP dated 31 March 2016 and would like for the City to resubmit the same proposal may do so by submitting a written notice of re-submittal to the City no later than 13 May, 2016 at 3:00 pm AST. Unless changes or modifications are made to the original proposal, it will not be necessary to re-submit the entire document; the notice of re-submittal will suffice.**

6. Further Information

- a) The City reserves the right to reject any or all proposals or waive informalities.
- b) The cost to prepare a proposal are the Proposer's alone. The City will not reimburse any proposal expenses.
- c) The City is not limited to information supplied in a Proposal in evaluating a Proposer, but may contact other sources for additional information.
- d) A Proposal knowingly providing false information shall be deemed non-responsive.

Business Strength & Past Performance

CORPORATE INFORMATION	
Name of Company	
Company Address	
Corporate structure: Sole Proprietor? Joint Venture? LLC? Inc?	
State(s) where registered	
Number of Years in Business under this Name	

EMPLOYEES	
Number of full time, permanent employees, calendar year 2015	
Number of part-time employees, calendar year 2015	

FACILITIES MANAGED	
Number of pools the company managed in calendar year 2015	
Number of pools the company provided pool and pool equipment maintenance for in calendar year 2015	
Provide three current references (facility name, point of contact name, phone number, and e-mail address)	
1.	
2.	
3.	
Number of fitness centers your company managed, calendar year 2015	
Provide three current references (Facility name, point of contact name, phone number, and e-mail address)	
1.	
2.	
3.	

CONTRACT TYPES	
Number of cost-plus type pool management contracts currently managed.	
Provide three current references (Facility name, point of contact name, phone number, and e-mail address)	
1.	
2.	
3.	
Number of fixed-price pool management contracts currently managed.	

DO NOT USE REVISED PER ADDENDA 4

Provide three current references (Facility name, point of contact name, phone number, and e-mail address)
1.
2.
3.

FINANCIAL STRENGTH
Provide bank letter of reference addressing average daily balances in checking and or savings, or availability and use of credit line.

THE REMAINDER OF THIS PAGE INTENTIONLY LEFT BLANK.

DO NOT USE REVISED PER ADDENDA 4

This fee proposal shall be submitted as an attachment to the proposal.

Facility:	Yukon Kuskokwim Fitness Center, Bethel Alaska		
Offeror:			
Address:	Phone:		
	Email:		

1. Cost plus a fixed fee -- <u>Annual</u> fee to be paid on a monthly basis, total fee prorated over 12 months. Fee to cover operator's expenses and profit over and above the authorized operating budget approved by the City Council. Refer to Contract, RFP and attachments.	\$
Fee (in words):	

2. Lump sum firm fixed price - <u>Annual</u> lump sum to be paid on a monthly basis, total fee prorated over 12 months. Price to include all operating costs, overhead and profit to operate and maintain the facility, excluding those costs identified in the RFP section B.1.	\$
--	----

Price (in words):

List the programs (swim lessons, spin classes, fitness classes, competitions, etc.) included in your lump sum price. Please list these programs in a bulleted list format, corresponding to the narrative in your proposal, refer to RFP section C.4.C (include as a separate page as necessary):

DO NOT USE REVISED PER ADDENDA 4

List assumptions or contract revisions required to enter into a lump sum firm fixed price contract (include as a separate page is necessary):

DO NOT USE REVISED PER ADDENDA 4

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association or corporation of which he is a member, as Offeror on this project has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this proposal. The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below.

Signature	
Printed Name	
Title	
Phone	

End of Document

D. ATTACHMENTS

Attachment A: DRAFT Contract

Attachment B: YKFC Operations Plan for July 1, 2015 through June 30, 2016

Attachment C: YKFC Operating Budget July 1, 2015 – June 30, 2016

Attachment D: Strategic Partners

Attachment E: Maintenance Plan

Attachment F: Inventory of FF&E

Attachment H: Transition Plan

Attachment J: Policies and Procedures Manual

Attachment K: YKFC Floor Plan

Exhibit E
Operator's Proposal

[SEE ATTACHED]

proposal

*Response to Request for Proposal
Operations and Maintenance Services
For
Yukon Kuskokwim Regional Aquatic
Health and Safety Center (YKFC)*

Prepared for City of Bethel, Alaska

April 27, 2016

 **HealthFitness.**
A Trustmark Company

TABLE OF CONTENTS

Cover Letter.....	1
Business Strength & Past Performance	3
Management Experience Narrative.....	4
Maintenance Experience Narrative	16
Community Outreach Narrative.....	21
Price	23
Resumes	24

Exhibits

COVER LETTER

Thank you for the opportunity to allow HealthFitness to bid on the management of the Yukon Kuskokwim Regional Aquatic Health and Safety Center in Bethel, Alaska (YKFC). We're confident in our ability to leverage our 40+ years of experience to deliver performance oriented staff to drive high-quality facility management including; day to day operations, facility maintenance, community outreach and collaboration, innovated programming and aquatic center management. We understand overall service delivery needs to occur in a safe manner in accordance with the State of Alaska Department of Environmental Conservation regulations as well as industry best practices and guidelines.

Our top priority will be to transition operations from the current vendor and provide a seamless experience for all members with minimal disruption to service and daily operations for the Bethel area community. In recent years we have had extensive program transition experience and we are confident we will bring an effective strategic plan and professional staff to meet the City of Bethel's overall goals and objectives.

As you'll see throughout our response, we will continue the day to day operations currently in place as we work with the City of Bethel YKFC Liaison Team on the "moving forward" program operations plan. Our goal will be to come in and conduct an analysis of current operations then work closely with the City of Bethel YKFC Liaison Team to suggest and implement changes that will increase revenues, improve member experience, create energy savings, and keep the YKFC in optimal operating condition.

WHY HEALTHFITNESS?

- **National Presence:** HealthFitness currently manages more than 230+ fitness, wellness, and recreation based facilities for more than 100 clients nationwide and in Canada. Our client base is very diverse in regards to eligible populations in both rural and urban settings and facility make-up including experience in recreation and aquatics related amenities. We are confident in our ability to manage the logistics of the YKFC scope of work to effectively oversee program operations as well as deliver an exceptional customer experience for the Bethel area community.
- **Extensive Program Transition Experience:** In recent years we have worked on nine projects including 25+ client locations and 50+ on-site staff and program operations transitioning to HealthFitness management services. We will utilize this practical experience to assure a seamless transition of the YKFC program for the City of Bethel and Community.

- **An experienced account management team:** Our senior management team has been providing account services for more than 23 years. Led by James Aranowski, Regional Vice President, our account management team assigned to the YKFC project has a tenured resume managing many of our largest program transition projects as well as efficient annual operations.
- **Skilled On-Site Staff and Established Programs:** With more than 5,000 Health and Fitness Professionals serving our 230+ client locations nationwide, we are confident that our staff network and program menu will deliver strong customer service and positive results for YKFC. We will draw from our strong staff network and program resources as necessary for the YKFC Program needs.
- **Tenured Program Recognition:** The outcomes we have achieved in partnership with our clients have consistently received industry recognition and awards. Our clients' programs have received rewards and recognition from various industry organizations such as The National Business Group on Health, C. Everett Koop, Wellness Councils of America, The Governor's Council on Physical Fitness and Sports, and The Employee Services Management Association, to list a few.

We have reviewed the documents, requirements and terms provided with this RFP. We are agreeable to move forward with the understanding that further discussions may be needed to fully understand all requirements and establish mutually agreed upon terms for contracting.

The contact for contracting and negotiation on behalf of HealthFitness is:

Brian Gagne
Chief Operations Officer
brian.gagne@hfit.com
952-897-5245
400 Field Drive
Lake Forest, Illinois 60046

BUSINESS STRENGTH & PAST PERFORMANCE

See attached form – completed and signed.

 **EXHIBIT 1: BANK REFERENCE LETTER**

MANAGEMENT EXPERIENCE NARRATIVE

ORGANIZATIONAL AND CORPORATE INFORMATION

With four decades of experience, HealthFitness has an established track record of creating immediate, effective health and fitness management programs. Our history began with on-site fitness management, but over the years we expanded the services and programs we deliver to address the scope of the population health spectrum. Today's HealthFitness leverages an experienced, superbly trained workforce to integrate fitness, health management, condition management and occupational health programs. Our mission is improving the health and wellbeing of the people we serve.

- HealthFitness is an award-winning company with more than 40 years of service history.
- HealthFitness is a wholly owned subsidiary of Trustmark Mutual Holding Company, Lake Forest, IL.
- HealthFitness operations headquarters: Lake Forest, IL
- Regional Vice President & Regional Director staff: 25+ across the U.S.
- Number of full- and part-time employees: more than 5,000.
- Client base: HealthFitness currently has nearly 200 corporate clients and delivers health and fitness management services at more than 350 client campus locations nationwide.

The Facility Director will be our key on-site person who is responsible for the overall operation and maintenance of the YKFC facility and program as a whole. Our proposed Facility Director would report directly to our assigned Regional Vice President, James Aranowski, and be supported by our entire corporate team.

HealthFitness will perform a nationwide search using the experience and expertise of our seasoned account management team supported by our lead recruiter from our national recruitment team. Our proven approach to recruiting is outlined below.

We are proud to highlight three current members of our HealthFitness team who manage programs of similar scope. These three associates are excellent representations of the type of person we would be looking to run the YKFC. While we are in the process of recruiting for your Facility Director, we would welcome the opportunity for the YKFC team to get to know our current directors better.

Examples of current staff similar to the YKFC Facility Director:

TIM MERTZ | DIRECTOR, MIT RECREATIONAL SPORTS- HEALTHFITNESS

With over 15 years of professional experience in the delivery of recreational sport programming, Mertz has established himself as an industry leader within Higher Education through the administration of large scale recreational programs at both state and private institutions. Having

managed one of the largest Aquatic Centers in New England, Mertz has lead teams to drive participation and program revenue through the delivery of cutting edge adult and youth learn to swim programs, special event programming, facility rentals and large scale swim and diving competitions. Furthermore, Mertz's experience with facility maintenance and capital improvement projects has included energy conservation initiatives, accelerated replacement & revitalization plans and long-term capital replacement planning. Over the course of 15 years, Mertz has administered recreational programs and business development in over 870,000sqft of facilities. As a former Alaskan Sea Kayak & Snow Machine Guide and lifelong fitness enthusiast, Mertz has successfully blended his passion for outdoor recreation with health & wellness. Mertz is a graduate of Southern Illinois University with a B.S. in Recreation and a M.S. in Exercise Physiology.

CHIP BOYD | GENERAL MANAGER, CHRISTUS ST. ELIZABETH - HEALTHFITNESS

Chip is responsible for the St. Elizabeth CHRISTUS Hospital site in Beaumont Texas, a 72K square foot full amenities wellness center which include both an indoor and outdoor pools. He also serves as area manager for our fitness management region within HealthFitness.

His responsibilities include planning, developing and implementing organization policies and goals. Coordinating activities of departments such as operating, planning, sales, marketing and maintenance to effect operational efficiency and economy. Chip serves as the primary contact to St. Elizabeth Hospital and Health Fitness Corporation. He directs and delivers the monthly metric and management reports for St. Elizabeth and HealthFitness. He has a bachelor degree in Exercise Science from Schreiner University, is a Certified Pool Operator and has a teaching certificate with the State of Texas for EC-12 Health and PE. Chip has been an operator for over 12 years with HealthFitness

CHERYL BROWN | SR. CONTRACT MANAGER, HONDA OF AMERICA - HEALTHFITNESS

Cheryl manages and directs all operational aspects of Honda of America, Mfg. Inc. multi-site Wellness Centers, ensuring consistency amongst all locations in communications, training, marketing, programs and services. As part of her role, Cheryl oversees staff who are Certified Pool Operators, Water Safety Instructor Trainers, Water Safety Instructors and Lifeguard Instructor Trainers. Cheryl has over 19 years' experience in the health and fitness industry beginning her career with Health Fitness Corporation in 1996. Her corporate experience includes positions at Kemper Insurance Company in Long Grove, Illinois, Gannett Co/USA Today in Arlington, Virginia, Ford Motor Company in Hapeville, Georgia, and Visteon Corporation in Van Buren Township, Michigan. Cheryl is a graduate of East Tennessee State University, where she completed her Bachelor of Arts Degree in Psychology with minors in Business Management and Physical Education. She also holds a Master's of Education from the University of Georgia in Exercise Science and Cardiac Rehabilitation.

The attached exhibit with the HealthFitness organizational chart, biographies for existing staff and job descriptions for the on-site staff that will be hired specifically for YKFC.

 **EXHIBIT 2: HEALTHFITNESS TEAM FOR YKFC**

STAFFING APPROACH

HealthFitness' regional account management team would be responsible for recruiting on-site staff for the YKFC program. Our regional account managers will be supported by HealthFitness' national recruitment program, provided through our human resources department. Our recruitment approach for new staff includes the following main categories:

- Internal promotion and transfer
- Employee referrals
- Communication to past applicants and former employees
- Advertisements in the market
- Job fairs, conferences and industry networking
- Internship programs

Our recruiters already have many people reaching out to them daily, given our position in the market, so we typically start the process hitting the ground running. While our recruiters do post positions on all the national websites, we don't typically have to wait for those sites to provide leads because of our national network of current employees and the large number of people sending in applications daily to our website.

For pre-employment purposes, HealthFitness' standard practice is to conduct the following:

- Background Check
 - SSN Trace
 - County Criminal Record Search
 - Multi-Jurisdictional Index Search
- Education (Highest Level Earned) Verification
- Professional License/Certification Verification
- Drug Screen upon client request to test for unlawful drug use

All hiring and placement decisions for individuals assigned to provide services for the client based on information obtained in the background check and drug screen will be made in accordance with federal, state and local law.

Once staff candidates are identified through our recruitment process, we will introduce the candidates to the YKFC Liaison(s) for joint consideration of final staff selections. If it is YKFC's objective to retain the current on-site staff, then it will be our goal to implement a seamless staff transition that provides efficiency in process while allowing each associate to feel whole as they become employed with HealthFitness.

STAFF TRANSITION

We will initially meet with all existing staff for an orientation to HealthFitness and our account management team, introducing the transition process and what they will experience in the coming weeks. Next, we will work in partnership with the YKFC Liaison(s) to identify who will be in the Facility Director role and include this individual in facilitating the remainder of the staff transition process.

Following the Facility Director's selection and inclusion in the process, we will hold individual meetings with all remaining site staff to further understand their skills and strengths, and work in conjunction with the Facility Director and YKFC Liaison(s) to finalize all job descriptions and positions moving forward per YKFC location.

Concluding steps to the staff transition includes meetings where the staff receives a benefits overview, explanation of key policies, and overview of resources and how/where they may ask questions of our regional account management team, our HR team, etc., and ultimately complete the on-boarding process to employment with HealthFitness.

UNIFORMS AND STAFF PAYMENT

We have included uniforms in our pricing. The attached exhibit contains an example of our policy regarding uniforms for a client site similar to YKFC. The uniform policy ultimately put in place for YKFC, would be tailored to fit your needs.

EXHIBIT 3: SAMPLE UNIFORM POLICY

Our typical employee payment policy is as follows:

Non-exempt associates must record their time on an hourly basis for each day worked. Pay periods are bi-weekly (two weeks) and each payroll week is from Sunday through Saturday. Associates receive a paycheck every other Friday, six days after the pay period ends.

Payroll checks or direct deposit statements will be mailed to the associate's home address, no later than the Friday pay date.

STAFF REVIEWS AND RETENTION

Performance reviews are conducted by the regional account management team typically after three months, then again at twelve months of employment and annually thereafter. Performance reviews evaluate past performance, establish new goals and objectives, and review career development plans. Salary reviews are conducted on an annual basis along with the annual performance reviews. Should there be any performance related issues that the YKFC liaison needs to address at any given time, the HealthFitness account management team will be available to address and resolve said issues.

We are proud of our ability to drive consistency in our staffing resources. Our strategy includes a combination of processes and direct staff interaction throughout each year to foster professional growth, provide a structured employment path within HealthFitness and support continued service excellence for our client base. A brief summary of several of our staff resources includes:

- An effective training program (initial and ongoing training curriculums delivered in-person and electronically through our web-based training center).
- An established career development plan and performance review process.
- Regular interaction including one-on-one staff-to-director meetings, networking with staff at other client sites, monthly meetings that include “circles of praise” for associates (managers and other professionals).
- Individual and site achievement awards.
- Diverse opportunities for professional growth and advancement through our current and newly established programs nationwide.

Our approach takes into account an associates’ personal goals and help set objectives and timeframes to achieve set career advancement goals, as well as their tenure with HealthFitness and their respective client account. Our associates feel like they are part of a larger team. Our senior staff direction and associate resources support our exceptional tenure.

STAFF TRAINING

World-class, quality customer service begins with proper team member training. HealthFitness provides individualized career development planning, training on delivering quality customer service and our quality systems for all staff. HealthFitness also provides all staff access to our unique eTraining. This ensures consistency across all sites, increases health industry skills and knowledge, and provides continuing education credits.

HealthFitness has a full-time, dedicated national training director, MJ Chaiken. She continually updates and supports HealthFitness training initiatives for staff at all sites. HealthFitness’ regional account management staff works closely with MJ to monitor staff participation in a structured

individual training program aimed at guaranteeing great day-to-day direct service while offering each staff person the opportunity to develop the skills necessary to earn promotions as new sites open.

INITIAL STAFF TRAINING

The proposed staff for the YKFC program will participate in a comprehensive training process delivered by the HealthFitness account management team. Training sessions will include group meetings regarding program philosophy/mission, HealthFitness Core Values, HealthFitness Code of Conduct, customer service, career development, general operations and specific position training sessions (e.g., program orientation procedures, customer service areas, management reporting).

ONGOING STAFF TRAINING

The ongoing training and development process focuses on meeting three complementary objectives:

- To better serve YKFC
- To support professional growth for each individual staff person
- Maintain YKFC satisfaction and Recreation program growth

Ongoing training is implemented through a personalized career development plan, quarterly training, peer group training, and internal, as well as external, resources. The following is a brief summary of our approach to ongoing training.

Additional training includes: career development plan, quarterly training (continuing education credits), peer group training, eTraining, online associate community (intranet), and access to Club Connect.

STAFF SUCCESSION PLANNING

Over our tenure we have recognized that the absence of skilled resources can create challenges for any managed program. We have learned over time the value of succession. Our managers are held accountable to develop their staff in such a way that they are ready for the next level. If a position becomes open and we are able to promote from within the account, not only does that provide career growth opportunity to the HealthFitness associate, but it also reduces the timeframe in which staff positions may go unfilled.

To prepare for staff movement we have worked to create a recruitment and succession plan for all accounts. Our national recruitment director works with our regional account management staff along with our on-site staff to identify skills and experience required for all positions at each client location. We keep an active file of all potential candidates for each position within each client account. Additionally, we engage in an exercise on an annual basis in the area of succession planning. This

succession planning enables us to identify internal, talented employees and provide them with a growth path to develop their capabilities in preparation for future career opportunities.

HEALTHFITNESS ACHIEVEMENT AWARDS PROGRAM

The HealthFitness Achievement Awards Program recognizes and honors staff efforts and achievements. It includes:

- President's Award for exceptional performance awarded annually
- Anniversary Recognition Program acknowledging associate tenure
- Achievement in Excellence Award (AEA) honors Health Fitness managers and their teams for exemplary results and outstanding performance.
- Excellence in Progress Award (EIP)
- Department of the Year Award presented to a HealthFitness department that has delivered exemplary results and consistent performance

TUITION REIMBURSEMENT AND PROFESSIONAL CERTIFICATION PROGRAM

HealthFitness offers full time associates a Professional Development Reimbursement Program to support their educational growth. Eligible associates may be reimbursed for professional certifications from recognized certifying agencies up to \$500 annually. HealthFitness also offers a Tuition Reimbursement Program to support our associate's professional growth and effectiveness in current and/or future roles within the organization. Eligible expenses include tuition, book fees and/or exam fees. The company will reimburse 50% of these expenses, up to a maximum of \$2,000 per calendar year for eligible associates. Additionally, HealthFitness associates may apply for training funding for many training and career development opportunities, including but not limited to industry workshops, conferences, re-certifications, and Continuing Education Credits (CEC's) via a regional pool of training funds.

STAFF BENEFITS

A competitive benefits plan is essential to attract and retain top career-oriented health and fitness professionals.

REMOTE ALASKAN COMMUNITY

HealthFitness has experience providing programs and services in Alaska, as we have an existing client in the state. Our management staff has direct experience working in and living in Alaska—we will bring this expertise and best practices to the YKFC program.

Because we have client locations nationwide, we are familiar with and have processes in place for supporting clients and staff across multiple time zones. This includes 24/7 online resources for staff via our intranet and automated recruitment and onboarding options.

In regards to staffing for the YKFC location, the components of recruiting, training and retention that are particularly relevant include:

- When possible—recruit within the Bethel community and surrounding communities
- When possible—utilize existing community agencies to provide services that would support recruitment and training
- Recruiting incentives and bonuses for referrals
- In-house experts that can conduct training in Alaska, or across the country to prepare and advance staff credentials
- Investment in full- and part-time staff through professional development, training and incentives
- Staff performance bonuses, annual merit increases, at competitive levels and in consideration of geographic variances within costs of living

MANAGEMENT APPROACH

We understand your population is unique and the transition/implementation process is something we excel in at HealthFitness. As we develop a fully integrated corporate wellness solution to meet your specific needs, we will draw from our extensive client data warehouse and sophisticated analytics capabilities.

HealthFitness provides program design, development, and implementation/transition services for our clients. The following outline illustrates our four-step approach to program development and the program transition/start-up phase.

STEP 1: ORIENTATION TO YKFC

The first step in developing a management plan is to familiarize ourselves with YKFC and its culture. We will meet with you to gain a clear understanding of specific health and fitness goals and what objectives you seek to achieve from this initiative moving forward.

STEP 2: NEEDS ANALYSIS

Next, we will gain an understanding of the needs and interests of the eligible population. This typically occurs through team meetings, one-on-one interaction and surveys as appropriate. We will work with the YKFC team during implementation/transition to better understand the best approach to going about understanding participant needs and interests.

STEP 3: MANAGEMENT PLAN AND PROGRAM CALENDAR DEVELOPMENT

We will work with the YKFC planning team to develop a management plan and program calendar specific to the YKFC program scope. This process will focus on the safe and effective development and implementation of all programming and facility management services.

STEP 4: MANAGEMENT PLAN IMPLEMENTATION

When the Management Plan is finalized, HealthFitness will execute the plan and implement a process to continually monitor outcomes and goal attainment. Our focus will be constant. We will be prepared to make any necessary adjustments throughout the year to assure identified results are achieved.

 **EXHIBIT 4: MANAGEMENT APPROACH FOR YKFC**

OPERATIONS MANUAL

HealthFitness will develop a comprehensive operating procedure manual to ensure the program operates at a safe, consistent, high-quality level. The manual will clearly state and outline specific procedures and guidelines for facility and program operations. This manual will include specific information about emergency procedures, opening and closing procedures, who to contact for various elements at YKFC, etc.: Standard operating aspects included in our Operations Manual related to facility supervision and safety includes:

- Facility and department specific opening, closing and emergency procedures
- Quality assurance program
- Facility supplies management
- Cleaning and maintenance auditing procedures
- Exercise equipment repair and maintenance tracking
- Standards Manual

 **EXHIBIT 5: SAMPLE OPERATIONS MANUAL**

Specifically, our management approach for a facility similar to YKFC includes:

FITNESS & AQUATIC MANAGEMENT

- Development and enforcement of policies, procedures and guideline
- Written and rehearsed Emergency Action Plans incorporating AED and First Aid Kits
- Staff training manual with position specific responsibilities
- Communications plan

- Development of Incident/Accident reporting systems and regular review/follow up and cataloging for historical reference, pattern identification, emerging risks
- On-site and up-to-date membership and personnel files
- Compliance with FERPA, HIPPA and PI data
- Risk and Liability releases
- Facility signage and methods for creating an environment of informed participants
- Staffing levels appropriate to patronage
- MSDA compliance (inventory, identification/labeling)
- Sanitation plans for Aquatic surfaces, Fitness Equipment and proper handling of bio hazard material

CONCESSIONS MANAGEMENT

- Maintain state credentials specific to safe food prep/handling
- Proper inventory controls to minimize waste
- Community input on menu and food selection
- Clean, sanitary, and well maintained
- Waste reduction measures, environmentally sustainable/conscious packaging, food choices, etc.
- When possible, Locally grown or sourced

QUALITY CONTROL

The HealthFitness Quality Assurance Plan (QAP) is designed to both ensure and evaluate service delivery and program performance against quality standards. It ensures that both the client and participants are satisfied with HealthFitness services. The QAP also ensures the program performs uniformly against predetermined standards. Ongoing steps are taken to evaluate and improve the delivery process and to ensure delivery of superior performance.

HealthFitness recommends conducting monthly program review meetings with the on-site staff and the YKFC liaison. This meeting will be anchored by reviewing program events and elements for the month through a monthly management report.

Recommended categories include, but are not limited to:

- Executive summary
- Financial review
- Membership and usage status
- Operational review
- Performance statistics (e.g., operations, outcomes)
- Facilities update (e.g., review of service needs, repairs)

- Review of Quality Assurance Plan/output of deliverables
- Monthly action plans and activity charts
- Member suggestions and feedback

In addition, the regional account management team will interact with the YKFC Facility Director on a weekly/monthly basis. We believe this level of contact provides essential feedback and guidance and allows HealthFitness to maintain strong program awareness and superior customer service.

MANAGEMENT PLAN

Our draft management plan for YKFC is geared towards measurable outcome objectives. The plan provides three key phases including Development, Delivery, and Evaluation phases. Within these three phases we focus on the Strategy, Structure, and Target Objectives necessary to meet both individual user and YKFC company goals and objectives. Additionally, our proposed management plan is centered on meeting four key attributes including access for 100% of the eligible population; parity amongst the program offerings; active participation rates; and cost effective program and service delivery.

See below for a summary of the key components of our draft plan, as well as an illustration of the draft plan for YKFC in the attached exhibit.

- **INTEGRATION:** Support the YKFC business strategy and overall health improvement mission.
- **PROMOTE AWARENESS:** Interact with 100% of the eligible YKFC population to ensure program awareness and to establish an inviting environment.
- **DRIVE MEMBERSHIP:** Engage an average of 40% of the entire eligible YKFC population as program members by the end of Year 3.
- **ACTIVE PARTICIPATION:** Motivate an average of 50% of total members to actively participate at an average rate of 7.0 times per month by the end of Year 3.
- **IMPROVE OUTCOMES:** Improve membership and participation outcomes each year.
- **SATISFACTION:** Focus on positive annual participant and client satisfaction.
- **RESULTS:** Improvement in the health and well-being of each participant we serve.

Please refer to the attached exhibit for a draft HFMP for the YKFC program. We will work with the YKFC liaison during the implementation/transition period to finalize these tools.

 **EXHIBIT 4: MANAGEMENT APPROACH FOR YKFC**

USAGE, REVENUE AND COSTS

The attached exhibit contains a sample of a client report that includes these statistics. This is CONFIDENTIAL and should be REDACTED. Please note that this is an example of the kind of reports we have provided to our clients. We would work with YKFC to establish a reporting calendar and reports that suit your needs.

EXHIBIT 6: SAMPLE MONTHLY REPORT

CONTROLLING COSTS

After our solution is implemented, the transition is complete, and we have oriented ourselves to the facility and community, we'll do a thorough analysis and bring forward recommendations to increase efficiency, revenue, participation and satisfaction.

From a programming prospective, we'll introduce new and innovative fee-for-service programs and services such as fitness classes, health seminars, personal training, massage therapy and aquatics classes which will drive more revenue.

The attached exhibit provides an overview of additional programming that may be available to YKFC

EXHIBIT 7: ADDITIONAL PROGRAMS AND SERVICES

We'll also take a look at current maintenance and operations to see what efficiencies we can recommend. As mentioned in our response about energy consumption, we've implemented cost-saving measures for clients such as:

- Replacing lighting for nearly \$100,000/annual savings
- Use of UV filtration, HVAC upgrades and duct cleanings
- Installing water bottle filler fountains.

Much like the City of Bethel pays for YKFC utilities and expects the YKFC to assist in the containment and reduction of utilities, this facility works to identify opportune initiatives to reduce utilities. We consider this part of being a good tenant and steward of assets.

IMPROVEMENTS IN MANAGEMENT

The attached exhibit illustrates how we have successfully applied our corporate philosophy, creativity and suggestions for improvements to one of our existing clients that is similar in size and scope to YKFC. The results shown here represent how our partnership brought improvements to the management, maintenance and community outreach for this client.

EXHIBIT 8: PARTNERSHIP FOR SUCCESS

MAINTENANCE EXPERIENCE NARRATIVE

HealthFitness serves hundreds of clients across the U.S., many of whom have transitioned to our comprehensive management services from other vendors. In recent years we have worked on several transition projects that included more than 20 site-based program operations and 40+ on-site staff. We will utilize our practical experience to assure the YKFC program is transitioned according to plan and set objectives.

In addition, our senior management team has been providing account management for more than 23 years. This regional team, led by James Aranowski, Regional Vice President, has a history of superior account management performance and will oversee on-site staff. James will have day-to-day account management responsibility for the YKFC program, through program design, development and launch, as well as annually thereafter.

With more than 5,000 health and fitness professionals serving our client base nationwide, our staff and established program menu has a rich history of strong customer service and positive results. We will draw from our strong staff network and program resources for the YKFC program with a variety of solutions that support overall wellness and fitness management.

Typically our on-site staff maintains the fitness center in a safe, clean and sanitary manner during hours of staffed operation. All facility areas are kept clean and free of obstacles that may cause accidents/injury. The HealthFitness on-site staff will assist in assuring that the regular cleaning services occur adequately and according to the agreed upon schedule by the janitorial staff.

To support overall facility safety, our recommended approach to the management of equipment maintenance is for the HealthFitness on-site staff to provide daily preventive equipment maintenance, such as cleaning vinyl seat covers and inspecting cables and contact surfaces for safety. Additionally, HealthFitness is also capable of overseeing a routine equipment maintenance schedule with a third-party equipment maintenance vendor for long-term preventive maintenance and repairs. Depending on the severity of an equipment failure and availability/lead time for acquiring replacement parts, it may take the equipment maintenance provider anywhere from one to two weeks to make a general break-down repair.

Additional standard process (from our Operating Procedures manual) that we can provide includes specific guidelines and processes for tracking and monitoring equipment. The Equipment Inventory Record and Equipment Breakdown and Repair History are used to keep an ongoing historical knowledge of the safety and performance status of all equipment. A brief summary of these documents include:

- Equipment Inventory Records summarize equipment data including brand, serial numbers, purchase date, current condition, replacement plan, etc.
- The Equipment Breakdown and Repair History will assist to determine when equipment is no longer safe and replacement is necessary.

Additionally, as part of the Year Plan process, our on-site Facility Director will be capable of providing YKFC with a three- to five-year equipment upgrade plan.

We are able to manage the equipment maintenance schedule and the relationship with a third party provider. This cost is passed through to YKFC and regular updates are provided as a part of the business cycle. On a regular basis if any equipment concerns arise, they will be immediately addressed with YKFC and if equipment is found to be unsafe for use, our staff takes immediate action to repair, remove or replace the unit.

SIMILAR YKFC EXPERIENCE

HealthFitness operates about a half-dozen facilities that are very similar in size, function and technical aspects of the YKFC facility. One good example to illustrate our maintenance experience is Massachusetts Institute of Technology (MIT), in Cambridge, Massachusetts. Described below is some of our experience with this client and how we ensured success:

- Development of a Preventative Maintenance Plan for all Fitness and Aquatic equipment. Includes daily, weekly, monthly and annual inspections.
- Negotiate preferred purchasing and service discounts, delivery, and service call response time
- Staff training and credentialing specific to the needs of the facility.
- Repair and Maintenance logs
- Development of multi-year Capital replacement plans for equipment and facility upgrades, repairs, renovations and replacements

SHUTDOWNS, DOWNTIME AND EMERGENCY SITUATIONS

A complete facility shutdown is often required within an Aquatic Center. These shutdowns allow for deep cleaning, restorative maintenance, system upgrades, etc. There should be at least one multi-day (7-14 day) annual shutdown so that staff and contractors can maintain the facility at a high level.

Other than scheduled annual facility shutdown, we do everything we can through detailed, customized operation plans and sound policies and procedures to avoid down time. Instances that may force down time may include: emergency staff training, responding to a local/community incident/event, and perhaps system failures specific to building life safety systems (fire, hvac,

electrical, etc.). In cases like these, our management team would optimize the response to reduce down time and restore operational hours as soon as safely possible.

Below are some examples of actual emergency situations that our staff has successfully managed at client sites:

- Three Active Shooter Alerts requiring Shelter In Place Activation
- Murder of a police officer adjacent to the facilities and four-hour lock-down
- Weather-related preparedness specific to Hurricane Sandy, and Blizzards of 2015
- Evacuation and Shelter policies specific to fire/tornado/chemical emergencies
- Responding to a deceased patron (death due to natural causes)
- Community wide power outages impacting facility life safety systems

MAINTENANCE SERVICES FOR YKFC

We would expect to utilize the current vendor's approach upon initial transition. As we transition in, finalize staff, and better understand the building and its needs, we would develop a comprehensive approach for preventative maintenance moving forward using the process described above. We will incorporate our on-site staff to the extent reasonably possible. When scope dictates, we will first work with local trades, and if necessary, will contract services from Anchorage – keeping in alignment with YKFC preferences, objectives and budget.

JANITORIAL STAFF

We understand that hiring a quality janitorial staff is critical, and have significant experience in maintaining a high level of cleanliness at the facilities we manage.

Our staffing and pricing proposal includes hiring a quality cleaning staff. This along with a dedicated, experienced management team that is empowered and supported our vast corporate resources. This corporate support will ensure that the staff and management have the experience, tools and procedures in place to maintain the high state of cleanliness desired.

An example can be illustrated by our experience at MIT:

The on-site Facility Director is contractually responsible for the custodial contract. The on-site HealthFitness staff directly manages the outsourced staff, require their manager be on-site at all times, and schedule their tasks down to the very last detail. From blinds, to trash, to glass, fountains, locker rooms, sanitation, etc.—everything is included within the scope of our expectations for cleanliness at the highest level. Even after 14 years of use, the facility looks brand new.

We expect the custodial team to be in the right places at the right times to account for peak usage, and that they be highly visible so that the membership is aware of their presence. All chemicals, paper/plastic, and equipment is pre-approved and routinely inventoried and updated.

We cite our experience with MIT as evidence of our ability to manage a large custodial project with precision, and to show an example of policies and procedures that we've implemented and can be useful for managing YKFC.

STAFF SATISFACTION AND RETENTION

As described in our management experience response, we are proud of our ability to drive consistency in our staffing resources. Our strategy includes a combination of support, training, processes and direct staff interaction throughout each year to foster professional growth, provide a structured employment path within HealthFitness and support continued service excellence for our client base.

SUBCONTRACTORS

Once we begin evaluating for efficiencies and improvements, should the need arise to look to for additional subcontractors for any services, we have a number of vendors we frequently work with nationwide that we can explore. We would also look to utilize any local subcontractors/resources when possible.

All full-time and part-time fitness management staff will be employed by HealthFitness. Subcontractor relationships will only be used in specific areas such as maintenance and janitorial service that do not interact directly with the membership.

ENERGY CONSUMPTION

As described in our response regarding the maintenance services, we would initially continue with policies, processes and procedures initially already in place and then modify as needed once we understand more about the facility and resources.

For one client, we work with them to advocate for, research, and deploy many energy saving concepts. We've replaced all lighting within the Aquatic Facility resulting in nearly \$100,000/annual savings. We installed UV filtration within all aquatic centers, we've upgraded all coils/drives within HVAC, we contract out duct cleanings, and installed water bottle filler fountains. Much like the City of Bethel pays for YKFC utilities and expects the YKFC to assist in the containment and reduction of utilities, this facility works with their parent organization identify opportune initiatives to reduce utilities. We consider this part of being a good tenant and steward of assets.

In general, HealthFitness practices green initiatives in recycling all possible materials and conservation of resources at all our corporate and regional offices nationwide. HealthFitness' Minneapolis office is located in a LEED certified building. LEED certification provides independent, third-party verification that a building, home or community was designed and built using strategies aimed at achieving high performance in key areas of human and environmental health: Sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality.

IMPROVEMENTS IN MAINTENANCE

The attached exhibit illustrates how we have successfully applied our corporate philosophy, creativity and suggestions for improvements to one of our existing clients that is similar in size and scope to YKFC. The results shown here represent how our partnership brought improvements to the management, maintenance and community outreach for this client.

 **EXHIBIT 8: PARTNERSHIP FOR SUCCESS**

USAGE, REVENUE AND COSTS – SAMPLE MAINTENANCE PLAN

The attached exhibit contains a sample of a client report that includes these statistics. This is CONFIDENTIAL and should be REDACTED.

Please note that this is an example of the kind of reports we have provided to our clients. We would work with YKFC to establish a reporting calendar and reports that suit your needs.

 **EXHIBIT 6: SAMPLE MONTHLY REPORT**

COMMUNITY OUTREACH EXPERIENCE NARRATIVE

As the selected partner for YKFC, we will review all current community outreach and work with the City of Bethel to understand the most effective ways to communicate with and engage the population. Through this process we'll build a marketing plan to drive new membership and community engagement.

HealthFitness has extensive experience with the design, implementation, and on-going supervision of programming and community outreach. The development and coordination of core programs and services is typically provided by our regular on-site staff, led by the Facility Director. A summary of this service delivery may include:

- Assistance with program design, budgeting, implementation, and on-going supervision/coordination with community activities and/or recreational leagues (i.e., basketball, softball, volleyball, cycling, etc.).
- Marketing of programs, leagues, and special events (i.e. tournaments, 5K runs, etc.).
- Scheduling of league play and special events.
- Coordination of resources (i.e., supply management, referees, outdoor facilities, etc.).
- Coordination with community organizations and special events coordinators regarding recreational-based events in the community.
- Statistical outcomes reporting for league play or special events.
- Inclusion of recreational programming as a component of the annual Year Plan and Program Calendar development process.

Depending on the scope of programming YKFC prefers, there may be additional costs for programming aspects such as referees, recreational supplies, etc. HealthFitness typically works with a client during the program development stage to design a recreation program that meets end user needs and interests, budget realities, and takes advantage of any outdoor opportunities the campus and surrounding community area may have to offer. In respect of the current YKFC operations, we will first understand the current program and activities, and collaborate with YKFC on any changes that need to be made immediately, if any. We will continue to monitor utilization, trends and challenges in the current program, and recommend changes based on industry trends and our experience in similar environments.

For a client similar to YKFC, our community outreach includes:

- Local Sponsorship – provides local business exposure and delivers revenue line item. Also give local businesses preferred partnerships during special event programming.

- Corporate Memberships – discounted memberships to local businesses
- Community Outreach – Free Special Event Programming: Ex – we offered an Outdoor Bolly-X Group Ex class to the local community. 150 people attended, of all ages and demographics.
- Worksite wellness initiatives – mobilizing our personal trainers to visit local worksites and offer “Pop Up PT” reducing the barriers to exercise by not requiring people to change clothes, travel, or use locker rooms/showers. Last year we provided 262 hours of outreach programming, this year we are on pace to deliver nearly 400 hours.
- Open Houses
- Discounted or complimentary programming for select user groups (example: Stand Up Paddle Boarding clinic for local school for the blind)

The approach and tactics described above have resulted in driving higher revenues through increased membership and engagement within our book of business. We’re confident that by taking similar measures, we can achieve similar results at YKFC.

MARKETING AND INCENTIVE PROGRAMMING

To ensure optimal program promotion and subsequent use of the center and programs, HealthFitness will work with YKFC to develop an effective marketing and communication plan. HealthFitness will collaborate with you to identify program components to be included in the Program Calendar and Year Plan. Then our on-site staff will work with your team to develop a marketing plan using a series of effective techniques focused on introducing the program to all eligible participants as well as building program awareness and increasing general membership and participation. Our marketing strategy and materials will be in parallel and support the YKFC Year Plan for program operations.

The attached exhibit explains our marketing and communications approach and samples of the campaigns we provide as part of our marketing library.

EXHIBIT 9: MARKETING APPROACH AND SAMPLE CAMPAIGNS

IMPROVEMENTS IN COMMUNITY OUTREACH

The attached exhibit illustrates how we have successfully applied our corporate philosophy, creativity and suggestions for improvements to one of our existing clients that is similar in size and scope to YKFC. The results shown here represent how our partnership brought improvements to the management, maintenance and community outreach for this client.

EXHIBIT 8: PARTNERSHIP FOR SUCCESS

PRICE

See attached form – completed and signed.

In addition to the completed form, please see the attached exhibit that provides further detail and assumptions for our pricing.

 **EXHIBIT 10: HEALTHFITNESS PRICING AND ASSUMPTIONS FOR YKFC**

RESUMES

Please see attached exhibit with the HealthFitness organizational chart, biographies for existing staff and job descriptions for the on-site staff that will be hired specifically for YKFC.

 **EXHIBIT 2: HEALTHFITNESS TEAM FOR YKFC**

YKFC OPERATIONS & MAINTENANCE RFP, DATED MARCH 31, 2016
Business Strength & Past Performance Form Revised per Addendum #4

CORPORATE INFORMATION	
Name of Company	Health Fitness Corporation (HealthFitness)
Company Address	400 Field Drive Lake Forest, IL 60045
Corporate structure: Sole Proprietor? Joint Venture? LLC? Inc? HealthFitness is a wholly owned subsidiary of Trustmark Mutual Holding Company, Lake Forest, IL	
State(s) where registered HealthFitness is authorized to do business in all 50 states.	
Number of Years in Business under this Name 41 years	
Other or former names of your company, state(s) registered and corporate structure <small>Originally named Health Fitness Consultants. Acquired: Fitness Systems, Johnson & Johnson Health Care Systems Health & Fitness Services Division, HealthCare Net, Focused Health Solutions, Health Contact Partners (other Trustmark subsidiary)</small>	
Affiliates of your firm, state(s) registered and corporate structure see above	

EMPLOYEES	
Number of full time, permanent employees, calendar year 2015	Currently: 1,222
Number of part-time employees, calendar year 2015	Currently: 1,173 (plus 3,066 on-call)

FACILITIES MANAGED	
Number of pools the company managed in calendar year 2015	12
Number of pools the company provided pool and pool equipment maintenance for in calendar year 2015	12
Provide three current references (name, phone number, and e-mail address)	
1. MIT Zesiger Sports & Fitness Center: Dan Martin Assistant Department Head, 617-253-5004, djmartin@mit.edu	
2. Christus St. Elizabeth Hospital: Pat Briggs Director, Safety and Security, 409-892-7171 x4865, Jack.briggs@christushealth.org	
3. Honda of America Mfg, Inc: Teel Smegal, Benefits and Wellness Team Coordinator, 937-642-5000 Ext. 47025, teel_smegal@ham.honda.com	
Number of fitness centers your company managed, calendar year 2015	109
Provide three current references (name, phone number, and e-mail address)	
1. Roche Diagnostics: Anne-Marie Frazier, Human Resources Manager, 317-531-2478, Anne-marie.frazier@roche.com	
2. Eaton Corporation: Scott Branstetter, Manager of Facilities, 440-523-4284, ScottEBranstetter@Eaton.com	
3. Genentech: Suzanne Roller, Sr. Manager, Employee Benefits and Services, 650-225-3303, roller.suzanne@gene.com	

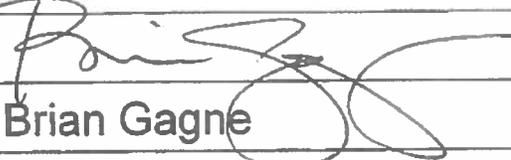
CONTRACT TYPES	
Number of cost-plus type pool management contracts currently managed.	10
Provide three current references (name, phone number, and e-mail address)	

YKFC OPERATIONS & MAINTENANCE RFP, DATED MARCH 31, 2016
Business Strength & Past Performance Form Revised per Addendum #4

1.	MIT (contact info above)
2.	St. Elizabeth's (contact info above)
3.	Honda of America (contact info above)
Number of fixed-price pool management contracts currently managed. N/A	
Provide three current references (name, phone number, and e-mail address)	
1.	N/A - Healthfitness does not provide a fixed-price pool management model
2.	N/A
3.	N/A

FINANCIAL STRENGTH
Provide bank letter of reference addressing average daily balances in checking and or savings, or availability and use of credit line.

LITIGATION HISTORY (non scored item)
List all litigation including bankruptcy proceedings which your company or affiliated companies have been involved in during the past five years. Describe type of litigation, if resolved, outcome and if any litigation is currently threatened or anticipated (attached additional pages if necessary).
The only lawsuits pending against HealthFitness are those that have arisen out of the normal course of business. They have been successfully tendered to insurance carriers, who are managing them. There are no judgments, claims, or arbitration proceedings pending against HealthFitness or any of its officers.

Signature & Date	
Printed Name	Brian Gagne
Title	Chief Operations Officer

YKFC OPERATIONS & MAINTENANCE RFP, DATED MARCH 31, 2016
Price Proposal Form Revised per addendum #4

This fee proposal shall be submitted as an attachment to the proposal.

Facility:	Yukon Kuskokwim Fitness Center, Bethel Alaska		
Offeror:	Health Fitness Corporation (HealthFitness)		
Address:	400 Field Drive Lake Forest, IL 60045	Phone:	952-897-5245
		Email:	brian.gagne@hfit.com

1. Cost plus a fixed fee – <u>Annual</u> fee to be paid on a monthly basis, total fee prorated over 12 months. Fee to cover operator's expenses and profit over and above the authorized operating budget approved by the City Council. Refer to RFP attachments.	\$ 140,000
---	------------

Fee (in words): One hundred and forty thousand dollars

2. Lump sum firm fixed price - <u>Annual</u> lump sum to be paid on a monthly basis, total fee prorated over 12 months. Price to include all operating costs, overhead and profit to operate and maintain the facility, excluding those costs identified in the RFP section B.1.	\$ N/A
--	--------

Price (in words): N/A
--

List the programs (swim lessons, spin classes, fitness classes, competitions, etc.) included in your lump sum price. Please list these programs in a bulleted list format, corresponding to the narrative in your proposal, refer to RFP section C.4.C (include as a separate page if necessary):

HealthFitness will not provide a lump sum fixed price.

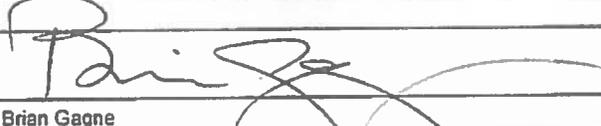
YKFC OPERATIONS & MAINTENANCE RFP, DATED MARCH 31, 2016
Price Proposal Form Revised per addendum #4

List assumptions or contract revisions required to enter into a firm fixed price contract (include as a separate page if necessary):

HealthFitness will not provide a lump sum fixed price.

Having carefully examined the Request for Proposal (RFP) dated March 31, 2016, titled Operations and Maintenance Services For Yukon Kuskokwim Regional Aquatic Health and Safety Center, all RFP attachments and the following addenda receipt of which is hereby acknowledged, we propose to perform the Work and Services identified in the Documents and as described in this proposal for the fee and/or price indicated above.

Addendum #	1	Dated	April 8, 2016
Addendum #	2	Dated	April 14, 2016
Addendum #	3	Dated	April 19, 2016
Addendum #	4	Dated	April 20, 2016
Addendum #	5	Dated	April 22, 2016
Addendum #		Dated	
Addendum #		Dated	

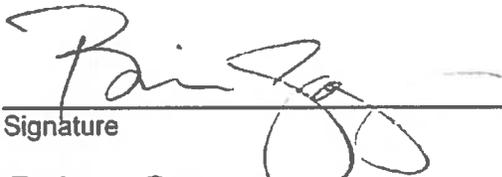
Signature & Date	
Printed Name	Brian Gagne
Title	Chief Operations Officer

End of Document

YKFC OPERATIONS & MAINTENANCE RFP, DATED MARCH 31, 2016
Signature and Verification Form Added per Addendum #4

By signing below, I hereby acknowledge the following:

1. Proposer, nor any of their representatives or third party mandated by Proposer, has not contacted City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Proposer has produced the proposal without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request for proposals;
3. Neither the proposer nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.
4. Proposer has appropriately identified proprietary information. Proposer agrees, should the City comply with the Proposer's request for non-disclosure, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. The City shall have no obligation to withhold non-classified information from disclosure and may release the information sought without any liability to the City.
5. I have read and understand the requirements of this Request for Proposals and, that I, as the Proposer, will comply with all requirements and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.



Signature

4/26/15

Date

Brian Gagne

Printed Name

Exhibit F
Scope of Work

[SEE ATTACHED]

**Scope of Work No. 1
Between
Health Fitness Corporation
And
City of Bethel**

Health Fitness Corporation ("Operator") and City of Bethel ("City") hereby enter into this Scope of Work No. 1. This Scope of Work is governed by the Operations and Maintenance Agreement between such parties, effective as of the **1st day of July 2016** (the "Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Agreement.

Whereas, under the terms of this SOW, Operator shall provide fitness management services at the City Facility below.

Yukon-Kuskokwim Regional Aquatic Health and Safety Center
267 Akiachak Avenue
Bethel, Alaska

1. **Term.** This Scope of Work (the "Scope of Work") will commence on July 1, 2016 (Effective Date") and will continue until June 30, 2018, unless earlier terminated in accordance with the Agreement. Subject to agreement on rates and services, this Scope of Work may be extended upon mutual written agreement of the parties.
2. **Operator Services and Obligations.** Operator will provide the resources described in Attachment A on a cost plus fixed fee basis and will, to the extent possible with the resources provided during the term of this Scope of Work.
3. **Point of Contact**
 - (a) City Liaison
Ann K. Capela | City Manager
Tel: 907.543.1373 | Cell: 907.545.0143
EMAIL ADDRESS: acapela@cityofbethel.net

Operator — City Management
James Aranowski | Regional Vice President
Tel: 248.427.8140
EMAIL ADDRESS: james.aranowski@hfit.com

Ann Wyatt | Vice President, Account Management
EMAIL ADDRESS: ann.wyatt@hfit.com
4. **City Responsibilities.** In addition to its obligations in the Agreement, City will provide a point person and support defined by Attachment A.

5. Payments

Operator will invoice City for the resources and services as identified in Attachment A and Attachment B (Fee Description). Such rates are subject to adjustment in accordance with the terms of this SOW and do not include taxes or out-of-pocket expenses or any service not already defined in Attachment A or B.

AGREED:

CITY OF BETHEL

HEALTH FITNESS CORPORATION

By: *Ann K. Capela*

By: *Steven A. Alavi*

Name: Ann K. Capela, City Manager

Name: STEVEN A. ALAVI, CFO

Date: 06.29.16

Date: 6/30/16

ATTACHMENT A – SCOPE OF WORK

1. CONTRACT SERVICES

Operator is only responsible for the contract services detailed in this Statement of Work. City is responsible for the sourcing and or supplying of any other contract services not detailed in this Statement of Work.

2. SERVICES AND PRODUCTS

Services, Products, and fees will be reviewed annually between City and Operator and may be amended with written approval of both parties.

- On-site staffing and corporate support by Operator.
- The YKFC is approximately 21,000 square feet and consists of a natatorium with a six-lane competition pool, children’s swim area and slide, a spa, and a gallery viewing area. The facility also includes a well-equipped exercise room and a dance studio-like fitness room. Supporting these spaces are locker rooms, a reception counter and small snack bar area, several offices, storage rooms, janitor room, and pool and HVAC equipment rooms. The aquatic center has state of the art sanitation systems consisting of calcium hypochlorite supplemented with ultra violet dechloramination and disinfection systems for both the pool and spa. Electrical service for the facility is provided by both the local utility and a 100 kW wind turbine installed on site.

3. ON-SITE STAFF

Operator will provide all staff salaries and benefits, and staff replacements during regular staff time and or as needed. A staff summary is provided below. Exhibit 1 – Job Descriptions provides overviews for all staff referenced below.

STAFF POSITION	FULL TIME EQUIVALENT
Facility Director	1.0
Program Director	1.0
Customer Service	2.4
Cleaner/Maintenance	2.7
Lifeguard	4.8
Aquatics Program Labor	.5
Fitness Program Labor	.175
TOTAL	12.575

4. CORPORATE SUPPORT

4.1 Operator Regional Account Management Team

The Regional Account Management Team will direct the City account and provide overall account management and staff support. This team includes:

- a) Ann Wyatt | Vice President, Account Management
- b) James Aranowski | Regional Vice President, Account Management
- c) Tim Mertz | Area Manager, Account Management

4.2 Account Management Services Summary

Account management services will include:

- a) Staff recruitment.
- b) Training and development workshops for Operator on-site staff.
- c) Program supervision to ensure quality control.
- d) Assistance with annual Business Plan development.
- e) Liaison between City and Operator.
- f) Contract management and renewal.

4.3 Account Management Interaction

Interaction with the Operator on-site staff and City Liaison(s) includes:

- a) Confer fully and frequently with the City Liaison(s) regarding program management operations.
- b) Attend City Council Meeting providing a qualitative report on the overall financial performance of the facility and performance of planned programs.
- c) Program updates and reports on a monthly, quarterly and annual basis as outlined and agreed upon in annual reporting overview calendar.
- d) Ongoing analysis and evaluation of the Business Plan process and program objectives.
- e) Discuss projects, program development, upcoming activities and services.
- f) Review issues and discuss strategies.
- g) Ongoing positive reinforcement, professional support and guidance for on-site staff.
- h) Identify trends in the aquatics, health and fitness fields and recommend enhancements to the City programs and facility.
- i) Ensure compliance with all City operational rules and regulations.

4.4 Quality Assurance Services

- a) Perform general administrative functions in accordance with the City Program scope (e.g., records management, report generation).
- b) Evaluate program and service effectiveness through the Operator Quality Assurance Plan.
- c) Participate in regular onsite safety drills as conducted by Operator.
- d) Provide a qualified Account Management Team.
- e) Regularly scheduled meetings and formal communication with the City Liaison(s) and on-site Operator staff.
- f) Communication/Interaction between Operator' Account Management Team and City Liaison(s) regarding national health data, trends, industry findings and new Operator program options available to City.
- g) Annual client and participant satisfaction surveys.

5. HEALTH AND FITNESS PROGRAM MANAGEMENT

5.1 Hours of Staffed Operation

Monday: CLOSED TO PUBLIC

Tuesday through Friday: 6:00 am - 9:00 pm

Saturday: 9:00 am - 8:00 pm

Sunday: 10:00 am - 9:00 pm

They YKFC will be closed the following dates:

- 2 weeks for annual maintenance and warranty repairs
- Thanksgiving Day
- Christmas Day
- New Year's Day

Special Holiday Hours: HealthFitness and the City will mutually agree upon special holiday hours thirty (30) business days in advance.

The facility opening / closing hours can be adjusted on a monthly basis but only with the prior written approval of the City Manager. A notice will be posted approximately one month in advance so monthly pass purchasers are aware.

Fitness Center: Open during all open facility hours.

Group Exercise Room: Class schedule to be posted. Open during non-class times for general use.

Natatorium:

- Lap Swim: 6:30AM – 9:30AM - Tuesday – Friday
- Programs: 3PM – 9PM Tuesday – Friday (while school in session); 9:30AM – 4:30PM Saturday
- Open Swim: 1PM-8:30PM Tuesday – Friday, all day on weekends

The pool deck closes 30 minutes prior to the facility closing time to allow for guests to change clothing.

5.2 Program Development and Start-Up Services

- a) Annual Management Plan development (e.g., strategic plan and integrated program calendar, operating budget, mission statement, goals and objectives).
- b) Facility management procedures (e.g., equipment maintenance).
- c) Marketing and communication plan.
- d) Operating Procedures Manual (policy and procedures).
- e) Participant and fitness center enrollment according to the City Program design.
- f) Program and facility orientation process according to the City Program design.
- g) Lifestyle program design and calendar (e.g., fitness, wellness, recreation).
- h) Health and fitness program scope (e.g., personal training, massage).
- i) Wellness program scope (e.g., mind your health seminars, educational programming, and benefit/health fairs, etc.).
- j) Group class programming and schedule.
- k) Member Management Platform
- l) Program reporting schedule and annual compilation of program results in a report format developed in conjunction with City.
- m) Quality Assurance Plan development.

5.3 Annual Operating Program Services

Direct participant related Pool and Fitness Services

- a) Facilitate aspects of member engagement (e.g., registration, forms and process development, participant pre-program screenings according to the City Program).
- b) Orientations to facilities and program amenities and options.
- c) Supervision of pool, exercise and activity areas (especially during peak times).
- d) Group class programming.

General Administrative and Management Services

- a) Monitor usage of the facility and ensure that users comply with all rules and regulations.
- b) Support the management of variable program and facility related supply items and services needed.
- c) Create and maintain a complete inventory of equipment and supplies belonging to or in control of City.
- d) Operator shall maintain the center in a safe, clean and sanitary manner during hours of operation. All administrative and general exercise areas will be kept clean and free of obstacles that may cause accidents/injury.

- e) Recommend facility, equipment and operation improvements as necessary and appropriate.
- f) Daily preventive equipment maintenance and supervision of third-party maintenance vendors.
- g) Notify City of damaged or missing equipment and/or components.
- h) Recommend equipment replacement where replacement would be the most cost-effective option (develop a 3-5 year equipment replacement plan/strategy).
- i) Inspect all equipment periodically for safety purposes and remove from use any equipment that becomes unsafe.
- j) Overall program management and facility supervision (e.g., opening and closing procedures, emergency and security procedures). During all staffed operating hours, Operator shall monitor the facilities to ensure that no one is in need of help or assistance.

Fitness & Aquatic Management

- a) Development and enforcement of policies, procedures and guideline
- b) Written and rehearsed Emergency Action Plans incorporating AED and First Aid Kits
- c) Staff training manual with position specific responsibilities
- d) Communications plan
- e) Development of Incident/Accident reporting systems and regular review/follow up and cataloging for historical reference, pattern identification, emerging risks
- f) On-site and up-to-date membership and personnel files
- g) Compliance with FERPA, HIPPA and PI data
- h) Risk and Liability releases
- i) Facility signage and methods for creating an environment of informed participants
- j) Staffing levels appropriate to patronage
- k) MSDA compliance (inventory, identification/labeling)
- l) Sanitation plans for Aquatic surfaces, Fitness Equipment and proper handling of bio hazard material

Concessions Management

- a) Maintain state credentials specific to safe food prep/handling
- b) Proper inventory controls to minimize waste
- c) Community input on menu and food selection
- d) Clean, sanitary, and well maintained
- e) Waste reduction measures, environmentally sustainable/conscious packaging, food choices, etc.
- f) When possible, Locally grown or sourced

6. MARKETING AND COMMUNICATION SUPPORT

Operator will develop a communication plan including community outreach for the Facility. Operator will provide marketing to generate and sustain participation at the City's Facility throughout the year. City will support Operator with respect to its marketing initiatives.

As a part of the marketing process, Operator will develop a program calendar including categorical program areas such as participant engagement and education, community outreach, member engagement, group exercise, member retention, and health improvement programs geared towards the marketing, recruitment and engagement of the eligible population as program members and active participants.

Customized options are available in addition to the established with alternative design and copywriting to City's needs. The standard billing rate for specific customization is \$150 per hour. No customization work will be performed without the prior written acceptance of a customization estimate by the City liaison. Examples include:

- a) Monthly poster messages for health-related themes.
- b) Newsletter copy (in addition to anything provided by the Wellness Program Manager).

Configurable vs. Customized: Configurable areas of marketing materials do not carry an additional fee. When using the terms Customized, an additional fee may be required.

7. MEMBER MANAGEMENT SYSTEM

Rec1

HealthFitness will transition the current REC1 system from current vendor. It is assumed all membership data, financial information, historical reports and all other information relating to running the center will be transferred to HealthFitness as of July 1, 2016. HealthFitness will work with Rec1 and evaluate the system's effectiveness. A recommendation to continue with Rec1 or consider other options will be made before 12/31/2016.

8. ONLINE POINT OF SALE

Per the RFP process and subsequent Q&A with City and current vendor it is assumed Rec1 is handling Point of Sale functions. HealthFitness will transition the current REC1 system from current vendor. It is assumed all membership data, financial information, historical reports and all other information relating to running the center will be transferred to HealthFitness as of July 1, 2016. HealthFitness will work with Rec1 and evaluate the system's effectiveness. A recommendation to continue with Rec1 or consider other options will be made before 12/31/2016.

9. ADDITIONAL INFORMATION

9.1. Intentionally Deleted

9.2 Recruiting

Operator is responsible and will incur all expenses related to on-site staff recruitment (i.e., newspaper and magazine classifieds as needed, internet postings, etc.).

9.3 Recruiting Travel

Operator is responsible for all recruiting travel expenses, including travel by Operator senior staff to interview candidates, travel related expenses for out-of-area candidates to interview for positions (if applicable), and relocation expenses for out-of-area candidates (if applicable).

9.4 Travel and Entertainment

Once fully operational (past the start-up period) the Operator Regional Vice President and or Regional Director is responsible for meeting with the City Liaison on a regular basis to assure quality control and assess Program effectiveness. Operator is responsible for Travel and Entertainment expenses incurred during on-site visits including air or ground transportation (at the prevailing IRS-designated rate per mile), meals, lodging, tolls, and parking.

9.5 Additional responsibilities

- City and Operator to request transfer of files from current vendor - Facility waivers, program membership contracts, child emergency and contact files
- Operator to obtain State of Alaska Food Protection Manager Certification
- Operator to obtain staff food worker cards from the State of Alaska
- City and Operator to conduct a Property Inventory form on both the property list and concession consumables, submitting a statement within ninety (90) days of inventory regarding any discrepancies. Exhibit B has a list of Inventory
- Operator to provide free uniform swap to employees who continue to work at the center
- Operator to transfer cable TV accounts

- City to provide a vehicle for Operator’s exclusive use as described in Section 2(f) of the Agreement.

10 CLIENT RESPONSIBILITIES

10.1 Management Commitment and Support

City will designate at least one (1) management level person as the Management Representative. On an ongoing basis, the Management Representative will devote an adequate amount of his or her time to provide management oversight for the program.

10.2 Office Space

City will provide, not to exceed City site guidelines, the following for the on-site program management staff:

- Enclosed staff office or cubicle work space (note, member health and fitness related counseling sessions must be held in an enclosed area to ensure privacy/confidentiality).
- Telephone with conferencing capability with long distance service.
- Computer workstations with City’s standard software systems and email access for program communications as applicable.
- Laptop computer and docking station, if required, with City ‘standard’ software systems and e-mail access; the laptop ensures encryption following Operator client-owned mobile device (COMD) standards.
- Color Printer.
- Access to copier/fax – color copier access preferred for materials.
- Internet access within the City fire wall with City email ID.
- Office supplies (if not included as a pass-through expense item in the Operator variable program expense area).
- Lockable cabinets for supplies storage.
- Operator designated lockable file cabinet for participant files and individual health information storage.

10.3 Capital Purchases

City is responsible for making capital expenditures for the Centers and Programs not defined under the Operator responsibilities (herein “Capital Expenditures”). Capital Expenditures include all items for the Centers and Programs including, but not limited to, office equipment and furniture, computer hardware and connectivity, and audio/visual equipment.

10.4 Facility Maintenance, Repairs and Utility Services

City is responsible for the following Facility related services and or supplies.

- Furnishing electricity, gas, water, heat, telephone, internet connectivity, and other necessary utilities or facility services for implementation and annual program operations.

Operator is responsible for the following Facility related services and/or supplies which shall be paid for by the City pursuant to the terms of the Agreement.

- Cleaning and laundry supplies.
- Maintenance of the Facility and offices contained within.
- Monthly cable TV services
- Laundry supplies (towels, detergent, etc.)
- First Aid, AED and CPR equipment and supplies
- Postage and Delivery in connection with the Facility, as needed.

10.5 Other Insurance

City will be responsible for providing insurance for the items it is responsible for in this Scope of Work and Agreement. Operator liability insurance covers the hours that programs and

services are being delivered including the hours applied to the supervision of the health and fitness center. Hours outside the defined program and service delivery are the responsibility of City.

Exhibit 1 – Job Descriptions

The parties agree the job descriptions are intended to be examples and HealthFitness shall have the right to revise job descriptions from time to time.



Job Descriptions -
2016.pdf

Exhibit 2 – Inventory Lists



Attach F Inventory
of FF&E.pdf



Attach F Inventory
of IT Equipment.pdf

ATTACHMENT B – FEES AND EXPENSES

Operator shall bill City pursuant to the terms of the Operations and Maintenance Agreement.