

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP TVN0032
SCOPE OF WORK**

MANAGEMENT, MAINTENANCE AND OPERATION OF SPRINGWOODS POOL

I. PURPOSE

The City of Austin (City) through its Parks and Recreation Department (PARC), seeks proposals from highly qualified Contractors to provide a turnkey operation of a Concession without the financial support, compensation or investment – direct or in-kind – from the City, that supports the management, maintenance and operation of Springwoods Pool, a City of Austin public pool, located at 9810 Parliament House Road, Austin, Texas 78729. The Contractor shall provide recreational aquatic opportunities to the public, including, but not limited to swimming lessons, water fitness, water safety instruction, competitive, recreational and lap swimming.

The City seeks a Contractor that shall operate, manage and maintain Springwoods Pool and provide services to the public from April through October seven days a week, except during periods of inclement weather, mechanical malfunctions, and scheduled or unscheduled maintenance. The City's goal is to provide the public with the best and most satisfactory service from the operation of the pool facility, as well ensure that the City receives appropriate compensation for the use of public assets

II. BACKGROUND

The City of Austin acquired Springwoods Pool in October 2011 as a result of an annexation. The pool was built in 1976; a section was added to the pool in 1996 along with a new filtration system. The pool was re-plastered and had life safety upgrades in 2008. The pool has not been open for public use since its acquisition and remains closed until a suitable Contractor is available to manage, maintain and operate it.

III. CONTRACTOR QUALIFICATIONS

- A. The Contractor shall have a minimum of three years' experience successfully managing an aquatic facility of comparable or greater size.
- B. The Contractor shall possess a Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.
- C. The Contractor shall possess, at the time of proposal submission, a current American Red Cross Lifeguard Instructor, Water Safety Instructor, Lifeguard First Aid and CPR/AED certifications.
- D. The Contractor and personnel proposed to deliver the program shall have experience in the following:
 - 1. Current aquatic industry standards and care related to water chemistry and disease prevention procedures.
 - 2. Current risk management best practices that includes, at a minimum, facility operational audits, lifeguard performance audits and vigilance awareness validation.
 - 3. Community-based programming in competitive swimming and event management.
 - 4. Planning, organizing and implementing instructional classes, exercise and fitness programs and swim teams.
 - 5. Conducting lifeguard in-service training programs (see Exhibit B - Requirements for Lifeguards), lifeguarding best practices, and use of adjunct equipment (i.e. rescue equipment)

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IV. IMPLEMENTATION

A. OPERATIONS

The Contractor shall have the exclusive right to manage and operate Springwoods Pool in conformance to the terms of the contract including but not limited to the following:

1. Maintenance: The Contractor shall maintain and establish a plan for the maintenance of the pool, its features, its amenities, equipment, and surfaces. The plan shall include, at a minimum, the following:
 - i. Maintain all equipment and establish a preventative maintenance plan and service log.
 - ii. Test and treat pool water to maintain proper industry standard levels as outlined in the Texas Department of Health Standards for Swimming Pools and Spas and Public Interactive Water Features and Fountains.
 - iii. Circulation and sanitizing components are operating within the manufacturers' specifications and in accordance with the Texas Department of Health Standards for Swimming Pools and Spas and Public Interactive Water Features and Fountains.
 - iv. Clean and back-wash filters.
 - v. Maintain all surfaces in and around the pool to a clean and safe condition.
 - a. Vacuum pool a minimum of once weekly.
 - b. Brush walls to avoid algae build up.
 - c. Keep water decks, walkways and areas around the pool free of debris.
 - d. Clean all tiles and gutters daily.
2. Management:
 - i. The Contractor shall hire, train, schedule, employ, and supervise personnel who meet the following requirements:
 - a. Are not employees or agents of the City
 - a. Are competent in relevant field and responsibilities
 - b. Shall perform scheduled maintenance and operations
 - c. Shall provide lifeguarding duties that meet the Texas Department of Health Standards for Swimming Pools and Spas and Public Interactive Water Features and Fountains: The number of lifeguards shall be adequate to provide supervision, continuous surveillance and close observation of the pool users in all areas of the pool and at all times the pool is in use. No user shall be permitted in pool unless lifeguards are present
 - d. Shall provide swimming instruction.
 - e. Shall manage swimming competition(s).
 - f. Shall provide management and operational and maintenance services of the pool facility.
 - g. Have the skills, training, and experience to meet the demands of the public and provide exceptional customer service.
 - h. Have certifications which comply with all applicable City, State, and Federal laws for public swimming pool operations and public safety.

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- ii. The Contractor shall provide employee uniforms and shall ensure employees can be visually identified.
 - iii. The City may require the Contractor to remove an employee or subcontractor whose actions pose a risk to self or others.
 - iv. Contractor shall provide visitors/customers of the pool facility a means to provide feedback and comments. Feedback or comments shall be provided via an onsite comment box, specific website, email address, or Quick Response Code.
 - v. The Contractor shall contact, via written communication, the City's Contract Manager within twenty-four (24) hours of receipt of any complaint.
 - vi. The Contractor shall survey visitors/customers to include but not limited to swim lessons recreational swim, lap swim and swim team. The Contractor must provide survey results, along with copies of the surveys to the City on a monthly basis (See 10.2).
 - vii. The Contractor shall maintain a copy of all staff's required certification and records of in-service trainings and make them available upon City's request.
 - viii. The Contractor shall allow the Forest North Swim Team to rent the facility to conduct its swim team activities on mutually agreeable times and dates.
3. Regulatory: The Contractor shall comply with all applicable City, State, and Federal laws, ordinances, regulations and codes.
- i. Contractor shall obtain and shall keep maintained all permits and licenses necessary to operate, manage, and maintain the pool facility and associated concessions.
 - ii. Contractor may sell: (1) food and beverages, (2) merchandise related to, or consistent with, the Business, and (3) goods and services, as appropriate for the facility, in furtherance of the Business.
 - iii. All permits shall be displayed in conspicuous locations.
4. Environment: Contractor shall promote environmental stewardship.
- i. The Contractor shall utilize green, or sustainable, cleaning products in the sanitation of the restrooms and common areas.
 - ii. The contractor shall utilize specialized cleaning products for the cleaning of blood-borne pathogens.
5. Recycling Program: Contractor shall develop and implement a recycling program.
6. Media: Contractor shall promptly notify the Contract Manager of all media inquiries regarding the facility. The Contractor shall provide draft copies public relations campaign materials to the City's Contract Manager for approval by the PARD Director no less than five (5) business days before the release of any such material or campaign, for approval.

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B. BUSINESS VENTURE

1. Payment: The successful proposer shall pay: a percentage of gross revenue (less sales tax) to the City. The payment shall be remitted to the City's Contract Manager on or before the tenth (10th) day of the month following the month in which sales are made.
 - i. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one (1) percent per month or the maximum lawful rate; except, if payment is not timely made for an acceptable reason, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.
2. Infrastructure:
 - i. Contractor shall not make any structural alterations, repairs, or improvements to the facility, without prior written authorization from the City's Contract Manager. Alterations shall be done at the expense of the Contractor and shall become property of the City.
 - ii. For any unauthorized structural alterations, repairs or improvements, the City shall have the right to require the Contractor to restore the pool facility to its original condition at the Contractor's expense.
 - iii. The Contractor is responsible for accessing, providing, and installing all necessary equipment. All equipment shall provide the highest level of customer service, accessibility, and affordability for guests and patrons.
 - iv. The Contractor shall make all regular and ordinary daily maintenance repairs.
3. Advertising: Contractor is permitted and encouraged to engage in reasonable advertising, solicitation, and promotional activities to realize the full potential of the pool facility. In the event this Contract terminates or expires, the Contractor is responsible for removal of business venture signage at its sole expense.
4. Pricing: Contractor shall provide and display in a conspicuous place a list of prices for all items for sale, services for sale and hours of operation. Prices, including price changes, rules, and all other relations of the concessionaire with the public shall be subject to approval by the City's Contract Manager.
 - i. Contractor's prices for services, the design and location of this posting shall be subject to the approval of the City's Contract Manager. All health cards and permits shall be displayed in a conspicuous location.

V. PREMISES

- A. Access: In consideration of the mutual terms and covenants of this Contract, Contractor has the right to occupy and use the pool facility described in the Site Map, Exhibit A. Upon notice and coordination, the City shall access all parts of the pool facility. City will conduct regular site visits to ensure contract compliance.
- B. Regulatory: Contractor assumes all responsibility for any and all licenses, clearances, permits and other certificates necessary to operate the pool facility as may be required for Contractor's lawful operation, use, possession and occupancy of the facility. Contractor agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the pool facility. Contractor shall pay the cost of all license and registration fees and renewals thereof.

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1. No Smoking is allowed in the facility. Contractor shall post no smoking signs and enforce the no smoking ordinance throughout the pool facility.
2. Contractor shall neither commit nor allow to be committed, any waste at the facility, nor shall Contractor maintain, commit or permit the maintenance or commission of any nuisance at the facility or use the pool facility for any unlawful purpose.
3. Contractor may not use any part of the pool facility for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the facility.

- C. Inspections: The City will conduct periodic and regular inspections as may be required to ensure that fire, safety, health, maintenance and sanitation regulations and other provisions contained in this Contract or in the City Code are being adhered to by the Contractor, and may immediately enter any area if required to assess or respond to an event or condition that in the City's opinion creates imminent danger, injury or damage to person or property. The City will notify the Contractor of its findings, specifying any items needing attention.

The Contractor agrees to grant the City the right to access the pool facility for inspections during normal business hours, and after hours, with prior notice as may be necessary. Failure to conduct any inspections as may be required shall not operate as a waiver of the City's right to conduct these inspections and shall not be considered a default of the terms of this Contract.

1. Fire Code Inspections: Contractor shall permit the City's Fire Marshal or his or her authorized agents to inspect the pool facility, and Contractor and City will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the facility into compliance with the City Fire Code and Building Code provisions regarding fire safety. Contractor shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

VI. SAFETY AND SECURITY

- A. Security: The Contractor shall bear responsibility to provide for the security of the pool facility ,its features, its amenities, equipment and surfaces. The Contractor shall implement a plan that outlines preventative measures against vagrancy, vandalism, arson, or other illegal acts and make it available upon request by the City. Contractor shall maintain reasonable physical security controls at the facility.
- B. Plans: Contractor shall provide and adhere to a Safety and Security Plan that includes, but is not limited to detailed action plans for staff and management in the event of an accident or injury to Concession patrons or any citizen in the vicinity of the pool facility's operation and make it available upon request by the City. The Safety Plan shall include detailed actions in the event of damage to public or private property by Contractor. Contractor will maintain order at the pool facility and control patron behavior to minimize risk of damage to public or private property and injury to staff or customers.
- C. Incident Reports: Contractor shall maintain for review by the City upon reasonable notice, information as reasonably required by the City to satisfy the City's responsibilities, including information regarding injuries and unusual incidents at the pool facility, and regarding security measures and safety programs (including recommendations for changes for such measures/programs) at the facility (See10.2).

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VII. CITY'S OBLIGATIONS

- A. The City will designate a Contract Manager, who will be responsible for exercising general oversight and direction of the Contractor's efforts.
- B. The City will maintain and replace building structures, utilities and surrounding areas including shrubbery waste and waste.
- C. The City will purchase and will ensure the delivery of all City-specified swimming pool chemicals as specified in Exhibit C.
- D. The City will provide water, telephone (existing land line), gas and electricity.
- E. The Contract Manager will maintain records provided to the City by the Contractor and shall work with City management to determine the acceptability of the deliverables and services provided under the terms of the contract.
- F. The Contract Manager will give the Contractor timely feedback on request for changes in hours of operation, structural alterations, repairs, or improvements.
- G. The Contract Manager will provide the contractor with updates and bulletins on events and other City activities that may affect Contractor operations.

VIII. ACCOUNTING

- A. Financial Reports. Contractor shall submit to the City within thirty (30) days after the end of the each quarter the following financial reports related to the obligations of this contract:
 - 1. Income Statement
 - 2. Balance Sheet
 - 3. Cash Flow
 - 4. Bank Statements for Each Month in Each Quarter

IX. RECORDS AND REPORTS

- A. Records: Contractor shall maintain a separate accounting and records for its operations. Contractor shall pay all costs and expenses connected with its operations when due. Contractor is to maintain itemized records of all costs incurred and paid, including original invoices. Contractor shall also maintain all personnel files, payroll summaries, copies of payroll tax returns, Account deposit receipts and bank statements. Contractor shall maintain full and accurate records of all operations and receipts, which records shall be in accordance with generally applied accounting principles (GAAP).

The City or its authorized agents shall have the right to inspect such books or original entries and other related books, records or receipts, wherever located, at such reasonable times and as often as may be requested during the term of this Contract and, following the term of this Contract, for a period of three (3) years, or such further time as necessary to complete an audit should an audit last beyond three (3) years after the termination of this Contract for any reason. Records must be kept on City facilities or at some other location mutually agreeable to the parties.

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- B. Revenue Reports: Contractor shall use a cash register to enter transactions and provide each customer with a printed receipt. The cash register shall have a grand total started at zero upon daily commencing business and shall print out daily sales totals. Contractor shall submit to City Contract Manager, by the fifth (5th) of each month, the Monthly concession Revenue Report and the cash register tapes from the previous month. Contractor shall retain copies of the cash register tapes for three years after the contract expires.
- C. Activity Reports: Contractor shall submit to City Contract Manager no later than the fifth (5th) day of each month a monthly activity/attendance report to be completed on a form provided by Contract Manager.
- D. Incident Report: – Contractor shall submit to City Contract Manager on a City of Austin standard form no later than the fifth (5th) day of each month.
- E. Customer Survey Report: – Contractor shall submit to City Contract Manager no later than the fifth (5th) day of the month.
- F. Maintenance Reports: Contractor shall maintain a written log of all maintenance and services performed in this contract and submit it to the City. The log shall include a record of calls for emergency services, as well as any modifications to the pool or changes in equipment and any parts replaced.
- G. Tax Forms: Contractor shall provide to Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations), and all other applicable federal tax forms, including Extension forms pertaining specifically to concession business. The form shall be submitted to Contract Manager annually within seven (7) days of filing with the IRS.
- H. Independent Audit: Independent certified audits of Contractor's operations shall be submitted to the City by the anniversary date of the contract each year. Contractor shall pay for the Annual Certified Audit out of its independent funds. Contractor may define the scope of the audit and recommend a firm to conduct the audit to be approved by the City. Audits will be conducted by a Certified Public Accountant. The audit report/statements will be submitted to the City directly by the Auditor. A copy of the audit report/statements will be provided to Contractor directly by the Auditor.

X. ACCEPTANCE OF WORK

The Contractor's performance will be measured on the following criteria.

- A. Successfully meeting financial obligations to the City.
- B. Timely submittals of reports as specified throughout the contract.
- C. Successful operation of any and all concession ventures based on the City's annual review of reports and management plans.
- D. Successful compliance visits.
- E. Submission of financial reports and independent audit.