



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S16-010

**REQUEST FOR PROPOSAL
SWIMMING POOL MANAGEMENT SERVICES**

Responses Due: January 28, 2016



**REQUEST FOR PROPOSAL
SWIMMING POOL MANAGEMENT SERVICES**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein "Respondent", to provide Swimming Pool Management Services, herein "Services" for Bledsoe Park Pool, herein "Pool".
2. **BACKGROUND:** The City of Leander's Bledsoe Park Pool is located 25 miles north of Austin at 601 S. Bagdad Road in Leander, Texas.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting <http://www.leandertx.gov/rfps>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** The following attachment is herein made a part of the solicitation:
 - 4.1. Attachment A: Reference Form
 - 4.2. Attachment B: CIQ Form
 - 4.3. Attachment C: Budget and Fee Proposal Form
 - 4.4. Attachment D: Daily Pool Receipts and Water Testing Results Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.
6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.

- 6.2. Respondents shall possess the licensing and certifications required to perform Services in the State of Texas.
- 6.3. Respondents shall possess a minimum of five (5) years experience in pool management services in the State of Texas.

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

7.2. Response and associated pricing shall be valid for no less than sixty (60) days from the date of opening.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- | | |
|---|------------------|
| 8.1. Proposed Fee & Hourly Operational Rate | 30 Points |
| 8.2. Project Team Qualifications and References | 40 Points |
| 8.3. Programs and Services Offered | 30 Points |

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 9.1.1. Solicitation document, attachments and exhibits;
- 9.1.2. Solicitation addendums, if applicable;
- 9.1.3. City's Definitions, Terms and Conditions;
- 9.1.4. Successful Respondent's submission.

9.2. The initial term of the resulting agreement shall be one (1) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for four (4) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.

- 9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 9.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered at the renewal period based on the following:
- 10.1. Price increase cannot exceed 25% for the total cost over the term of the agreement;
- 10.2. The City may permit upward or downward price adjustments when correlated with the US Bureau of Labor Statistics Producer Price Index (PPI) for finished goods, Washington D.C. The price adjustment may be considered at the agreement renewal period. The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index. Index can be viewed at <http://www.bls.gov/ppi/>.
- 10.3. Prices can increase due to reasons of allocation or increased costs of raw material. Price increases due to increased costs of overhead are not permitted. Documentation showing increased costs of raw material will be required.
- 10.4. Price increase request shall be submitted to the City Purchasing Agent a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.
- City of Leander
Purchasing Agent
ATTN: Joy Simonton
200 W. Willis Street
Leander, Texas 78641**
- jsimonton@leandertx.gov
- 10.5. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.
- 11.1. City may, at its sole discretion, create a rotating list of those successful respondents to be available as needed.
- 11.2. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
- 11.3. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.

- 11.3.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Steve Bosak, Director of Parks and Recreation

- 11.3.2. A completed CIQ Form, herein Attachment B, is required with each response.

12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
- 1.1. Solicitation released **January 7, 2016**
 - 1.2. Pre-Solicitation Meeting **January 20, 2016**
 - 1.3. Deadline for questions **January 21, 2016**

1.4. City responses to all questions or addendums **January 22, 2016**

1.5. Responses for solicitation due at or before **3:00 PM** **January 28, 2016**

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A non-mandatory pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

**January 20, 2016 at 3:00 PM CT
City of Leander
Bledsoe Park Pool
S. 601 Bagdad Road
Leander, TX 78641**

2.1. The City considers this pre-solicitation meeting **non-mandatory**.

2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.

3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

4.1. Responses received after this time and date shall not be considered.

4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".

4.3. Facsimile or electronically transmitted responses are **not acceptable**.

4.4. Late responses will be returned to Respondent unopened if return address is provided.

4.5. Responses cannot be altered or amended after opening.

- 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
 - 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE**: The City of Leander, seeks to enter into an agreement with a qualified Respondent to provide turnkey pool management and maintenance services for the City of Leander's Bledsoe Park Swimming Pool.
Successful respondent shall be experienced in pool management and lifeguarding services.
2. **SCHEDULE OF SERVICES AND SWIM SEASON**: Services shall be provided during the swim season, from Memorial Day Weekend through Labor Day Weekend each year and in coordination with the Leander ISD schedule. If the Leander ISD is in session during any of the Swim Season, the pool shall only be open on the weekends. Successful respondent shall hire and mobilize staff as necessary to provide full and turnkey services during these dates as specified herein.
3. **HOURS OF OPERATION**: Pool hours of operation shall be:

- 3.1. 12:00 PM (noon) – 7:00 PM Tuesday through Sunday;
 - 3.2. Closed on Monday;
 - 3.3. Saturday, Sunday and Monday of Memorial Day Weekend;
 - 3.4. Saturday, Sunday and Monday of Labor Day Weekend;
 - 3.5. City may at its discretion change dates with 48-hours written notice to successful respondent.
4. **POOL STAFF:** Successful respondent shall retain staff in sufficient numbers to satisfy the scope of work herein. Successful respondent shall bear the cost of the services of any staff it retains. At a minimum, the following staff shall be provided to City:
- 4.1. Aquatic Director with experience in all aspects of pool operations, lifeguarding and management.
 - 4.2. Program Manager to organize and administrate programs and services.
 - 4.3. Pool Manager required, at a minimum, to be trained in the operation of all pool equipment, and to have at least two (2) years of prior pool management experience and the following certifications:
 - 4.3.1. YMCA Life guarding or American Red Cross Life Guarding
 - 4.3.2. Red Cross, YMCA or American Heart Association CPR/PR
 - 4.3.3. Red Cross, YMCA or American Heart Association First Aid
 - 4.4. Head Lifeguard(s) required, at a minimum, to be trained in the operation of all pool equipment, and to have at least two (2) years prior life guarding experience, and the following certifications:
 - 4.4.1. YMCA Life Guarding or American Red Cross Life Guarding
 - 4.4.2. Red Cross, YMCA or American Heart Association CPR/PR
 - 4.4.3. Red Cross, YMCA or American Heart Association First Aid
 - 4.5. Lifeguards shall, at a minimum, be sixteen (16) years old or older and possess the following certifications:
 - 4.5.1. YMCA Life Guarding or American Red Cross Life Guarding
 - 4.5.2. Red Cross, YMCA or American Heart Association CPR/PR
 - 4.5.3. Red Cross, YMCA or American Heart Association First Aid
 - 4.6. Swimming Instructors shall be a YMCA Instructor or Red Cross WSI Certified and will have experience working with children of all age groups.
 - 4.7. Cashier shall possess cash management and customer service experience.
5. **DAILY POOL OPERATION:** The successful respondent shall provide the following pool operation services:
- 5.1. Admission to Pool & Management of Cash Collections: At least one successful respondent staff member will be assigned to and stationed at the Pool gate at all times to monitor patron's entrance, collect fees and assure that the lifeguards on duty are not distracted from their duties.
 - 5.1.1. Successful respondent shall be responsible for depositing fees collected along with daily report at the end of each day.
 - 5.2. Lifeguarding: At a minimum either the Pool Manager or a Head Lifeguard, Cashier, and an average of two (2) lifeguards will be on-site at all times when the Pool is open. Fewer lifeguards are necessary when the Pool usage is slow, more are recommended during heavy

- Pool usage. At least one (1) lifeguard for every 50-Pool users will provide services at all times when the Pool is open.
- 5.3. City Rules Enforcement:** Either the Pool Manager or Head Lifeguard is responsible for enforcement of The City's rules governing the use of the Pool.
- 5.3.1.** Aquatic Director shall be responsible for overseeing enforcement of rules and regulations and promptly reporting problems to the City.
- 5.4. Daily Log of Activities:** Successful respondent shall maintain a daily log of significant activities and information, including but not limited to a usage log, showing Pool usage by hour, incident and accident report, water analysis, daily tally, deposit sheet as shown in Attachment D which is attached and part of this agreement.
- 5.5. Reporting:** Successful respondent shall compile data from the daily logs and submit a weekly report to the City no later than by the end of the week following the reporting period. Report shall include all items from the Daily Log.
- 6. POOL MAINTENANCE:** City shall provide the necessary equipment for successful respondent to clean Pool, to include but not be limited to vacuuming, brushing and skimmer maintenance.
- 6.1.** Pool cleaning shall be carried out by the City at least two (2) times a week during non-public swim hours;
- 6.1.1.** Swim lessons taking place on Friday's shall not begin earlier than 9:00 AM to accommodate cleaning of Pool.
- 6.2.** Successful respondent shall monitor for proper chemical levels to insure the safety of all Pool users.
- 6.3.** Successful respondent shall test chlorine and pH levels hourly and record results daily of such tests on the appropriate log, herein Attachment D. Successful respondent's Pool Manager or Head Lifeguard will be responsible for notifying the City if chemical test are outside of established ranges for safe operation. The City shall provide all necessary testing materials. Successful respondent will be required to notify City if testing materials need to be ordered.
- 6.4.** During the time frame covered by this agreement, the City shall also preform interim water tests on Pool to monitor chlorine and pH levels.
- 6.5.** Any treatment required to correct the chemical levels shall be the City's responsibility and expense.
- 6.6.** Successful respondent shall conduct daily cleaning of Pool facility areas including but not limited to:
- 6.6.1.** Areas inside the Pool fence area;
- 6.6.2.** bathrooms and
- 6.6.3.** dressing areas.
- 6.6.4.** Cleaning activities shall include the picking up and removal of trash, wiping of surfaces, stocking of restroom supplies, and keeping all areas referenced above in a neat and orderly condition.
- 6.6.5.** All Pool deck areas will be sprayed clean every third night, or more frequently if needed.
- 6.7.** Successful respondent shall inspect grounds, rest rooms, and dressing areas hourly.
- 6.8.** Successful respondent shall initiate work orders for repairs or maintenance by request to the Parks and Recreation Director, and each work order request will be noted on the daily log maintained by the successful respondent.

- 6.9. The City will provide materials that are needed for safe operation and routine maintenance to include safety equipment. Successful respondent shall notify the City if supplies need to be ordered.
7. **ADDITIONAL SERVICES AND PROGRAMS:** Successful respondent may provide additional services and programs to the general public to generate revenue. Additional services and programs may include but not be limited to: swim instruction, Pool rental, recreation programs and other contracted services. City shall be paid fifteen percent (15%) of all gross fees charged for said services and programs.
- 7.1. Recommended programs include:
- 7.1.1. Parent-child Swim Instruction
 - 7.1.2. Pre-school Swim Instruction
 - 7.1.3. School-Age Swim Instruction
 - 7.1.4. Adult Swim Instruction
 - 7.1.5. Adult Water Aerobics
 - 7.1.6. Family Nights
 - 7.1.7. Teen Nights
 - 7.1.8. Pool Rentals for parties or special events
- 7.2. Payment for additional services for which fees are charged shall be made to the City on July 1st, August 1st, and September 15th. The amount of payment will be determined based on the successful respondent's submission and City acceptance of a written accounting of all programs, number of participants and fees paid.
8. **BUDGET AND PRICING:** Successful respondent shall provide a comprehensive and detailed budget outlining the cost of services to be provided. This submission will be attached and included in the Agreement as Attachment c.
- 8.1. A detailed budget that includes staffing plan and fee proposal for daily use, Pool rental rates, and special programs shall be provided in detail.
- 8.2. City seeks Hourly Operating Rate for the services specified herein.
9. **TRAINING:** The successful respondent may use the Pool for lifeguard training prior to opening on May 1st. Advanced access scheduling shall be coordinated with the City.
10. **MANAGEMENT MEETINGS:** The Aquatic Director shall attend City meetings upon request from the City.
11. **SAFETY AUDIT:** The City of Leander will be responsible for monitoring the safety of the Pool and Pool areas by performing a State Code and National Standards (Professional Standards) Safety Audit on a monthly basis. The successful respondent shall conduct a safety audit of the Pool with the City, prior to commencement of the Swim Season. The successful respondent shall also conduct a safety audit when the Pool is open and as directed, and provide a safety maintenance report to the City.
12. **INVOICING AND PAYMENT:** Successful respondent shall be compensated as follows:
- 12.1. Three (3) equal payment installments for the Swim Season upon receipt of approved invoice;
 - 12.2. Pool closure longer than half of the scheduled hours for the day due to weather conditions shall be deducted from the next installment invoice.
 - 12.2.1. Deduction shall be calculated by the hours closed multiplied by the Operating Hourly Rate established in the agreement.

13. **CITY CONTACT**: City shall designate staff member to be point of contact for successful respondent.
14. **INSURANCE**: Successful respondent shall:
 - 14.1. Be an independent contractor and not an employee of the City;
 - 14.2. Carry complete, adequate workmen's compensation insurance covering all employees;
 - 14.3. Maintain liability insurance in the minimum amount of \$1,000,000.00, which will cover performance of its services;
 - 14.4. Submit to City current certificates of all insurance, showing the City as an additional insured.
15. **INDEMNIFICATION**: Successful respondent agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officers, directors, agents employees and representatives, in both their individual and official capacities, from and against all liability for any and all claims, suits, demands, and/or actions, whether in law or in equity, including losses from any and every claim or demand of every kind and character which may be asserted by reason of any occurrence, injuries and/or damages or the effects or consequences thereof resulting from the activities of Contractor, its officers, directors, agents, representatives, employees, members, visitors, invitees, contractors and subcontractors conducted in connection with or incidental to this Agreement. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Contractor, or any of its agents, representatives, employees, members, visitors, contractors, and subcontractor, or indirectly employed by any of them.
16. **APPLICABLE LAWS**: Successful respondent shall comply with all applicable federal, state, county and city ordinances and regulations in performing all services to be rendered under this Agreement. The City will comply with all applicable federal, state, county and city ordinances and regulations in maintaining the Pool's facilities.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed thirty (30) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.
 - 1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.
 - 1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.
- TAB #2 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.
- TAB #3 1.4. Project Team Experience – Provide detailed information on the proposed project team.
 - 1.4.1. Respondent shall provide a statement of qualifications for those individuals that will provide Services to include education, licenses, professional registrations, certifications, area of expertise and years of service in the respective field.
 - 1.4.2. Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, within the last three (3) years. Include a brief overview of the work performed with associated fees charged. City of Leander references are not applicable. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal. Attachment A may be used for a portion of the response.
- TAB #4 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm to include number of years in business.
- TAB #5 1.6. Subcontractor Identification – Respondent shall identify all subcontractors along with the category of work they will perform. Information shall provide vendor name, address, phone and website.
- TAB #6 1.7. Staffing Plan, Budget and Fee Proposal – Respondent shall provide proposed budget, staffing plan and fee proposal for programs and Pool rental. Respondent shall use **Attachment C** for first page of this portion of the response.
- TAB #7 1.8. Programs and Services Offered – Respondent shall provide outline of programs that can be provided per the specification herein.
- TAB #8 1.9. CIQ Form: Attachment B, the Conflict of Interest Questionnaire must be completed and returned with the response.

PART V

1. **CONFIDENTIALITY OF CONTENT**: All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date



**ATTACHMENT C
CITY OF LEANDER BUDGET AND FEE PROPOSAL FORM
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number: #S16-010 SWIMMING POOL MANAGEMENT SERVICES	RESPONDENT INFORMATION	Tax ID Number: _____
	Due Date: January 28, 2016		Business Name: _____
	Time: On or Before 3:00 PM CST		Address: _____
	Submit to: City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641		Address: _____
			Contact: _____
			Telephone: _____
			Entity Type: _____
			E-mail: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
--	--	---	---

Item #	Description	Unit of Measure	Price
1	LUMP SUM SEASONAL OPERATING FEE (Excluding Additional Programs and Services as specified)	PER SEASON	\$

Budget, Staff Plan and Program Fee Proposal shall follow on a separate page. Pricing shall be all inclusive of equipment, labor, and supplies needed to perform the work as specified herein. Additional fees including but not limited to, fuel, taxes or other costs incurred shall not be permitted.

AUTHORIZED SIGNATURE	Print Authorized Individual Name: _____ Authorized Signature: _____ Date: _____
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ATTACHMENT D

DAILY POOL RECEIPTS & WATER TEST RESULTS

Cashier: _____
 Print Name Clearly

Date: _____

POOL ADMISSIONS

<i>Paid Swimmers</i>	<i>Deposit Verification</i>
Paid Admissions: _____	Total Admission Fees: _____
Swim Pass Entries: _____	Amount In Deposit Bag: _____
Total Entries: _____	Bag Prepared By: _____
	Verified By: _____

Weather Conditions:

WATER TEST RESULTS

Hourly Check	Chlorine (ORP)	PH	Number of Swimmers	Completed By
Noon				
1 PM				
2 PM				
3 PM				
4 PM				
5 PM				
6 PM				
7 PM				

Comments, Closure Reasons, etc.: