



**EARLY RELEASE OF STAFF REPORT
FOR THE CITY COUNCIL MEETING
of AUGUST 24, 2010**

The following staff report is being release in advance of the normal packet distribution:

Approval of a Request for Proposal for operation of aquatics programming in the City of Menlo Park ([Staff Report #10-111](#))

**THE NEXT REGULAR CITY COUNCIL MEETING IS
August 24, 2010**

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(Date Posted: 8/11/10)

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COMMUNITY SERVICES

Council Meeting Date: August 24, 2010
Staff Report #: 10-111

Agenda Item # F1

REGULAR BUSINESS: Approval of a Request for Proposal for Operation of Aquatics Programming in the City of Menlo Park.

RECOMMENDATION:

Staff recommends that the Council approve the Aquatics Programming Request for Proposal and authorize its release to potential contractors.

BACKGROUND

The City of Menlo Park has provided aquatics programs at Burgess Park since the 1960's and at the Belle Haven pool since the 1980's. In 2006, the Burgess Pool was extensively renovated using Measure T bonds, including addition of a 25 meter x 25 yard lap pool, 25 yard x 50 foot instructional pool, a wading pool with a mushroom splash feature, locker rooms, showers, a central lobby, support offices and concrete pool decks. Prior to the renovation, the annual net cost to operate the pool was roughly \$590,000. The Belle Haven Pool, currently operates mid-June through late August and averages 5,500 participants per season. The 2010-2011 Budget for the Belle Haven pool is \$184,000 which includes the cost of staffing and utilities.

Prior to completing the construction of the Burgess project and opening the facility in 2006, the City had undertaken a community-based budget process called *Your City/Your Decision*, the results of which provided guidance for making difficult budget reductions. As a result of this process, the aquatics budget was identified for reduction. Due to the nature of public aquatic programs and facilities, achieving full cost recovery was not seen as possible, given that the new facility -- with multiple pools -- would have higher costs than previously incurred. Several options for cost savings were discussed, including reduced operational hours, pool closure during winter months, and closing the Belle Haven pool entirely. An alternative solution was reached in May 2006, when the City of Menlo Park entered into a Lease Agreement with a private contractor to operate the Burgess facility and aquatic programming year-round for 5 years. This lease agreement will expire on May 20, 2011.

The City is seeking proposals from private aquatic program providers to operate the Burgess Aquatic Facility and the aquatic programming beginning in May 2011 through May 2016. In addition, the option to bid on operations at the Belle Haven Pool, located at 100 Terminal Ave is included. Preference will be made to Providers including services at Belle Haven in their response.

ANALYSIS

The draft RFP for Aquatic Programs requires bidders to describe their proposal for operating the Burgess Aquatic Facility at the City of Menlo Park's civic center campus at Burgess Park. As an option, bidders are asked to consider including in their proposal operating the Belle Haven Pool adjacent to the Onetta Harris Community Center in the Belle Haven neighborhood.

The scope of services for the Burgess Pool site includes permitting operations between the hours of 5 a.m. and 10 p.m. seven (7) days a week and 365 days a year. The RFP requires that bidders provide, at a minimum, the following aquatic services:

- Recreational/Open Swimming
- Swim Lessons
- Lap Swimming
- Masters Swimming
- Swim Team
- Community Rentals

The RFP requires bidders to ensure that fees charged for public lap swimming, open/recreational swim, and swim lessons be comparable to rates and fees charged by other public facilities in surrounding communities and that rental space for other community organizations and users is provided on a reasonable and comparable fee basis. The RFP indicates that all fees will be subject to review by City staff and the Parks & Recreation Commission for public input.

According to the draft RFP, the Provider must remain in compliance with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. The Provider will also be required to maintain health and safety standards, take all appropriate and necessary steps to provide adequate risk management and acquire and maintain Workers' Compensation, Employer Liability, Commercial General Liability, and appropriate automobile liability insurance coverage by company/ies approved by the City. The City also would reserve the right to conduct periodic and regular site inspections and operational audits.

The RFP also would require that the Provider be responsible for the maintenance of the equipment and facility including:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms

- Chemical Storage Areas
- Lights on Premises

The Provider would also assume sole financial responsibility for the operation, maintenance, and expenses of the Burgess Pool site including

- The full cost of the separately metered utilities including electrical, gas, and water
- The full cost of pool chemicals and equipment, janitorial services, building and equipment maintenance, and grounds maintenance to the same standards as performed by the City or per manufacturer or industry guidelines
- The actual cost of the City staff time to provide contract oversight including from the Finance, Community Services, and Public Works Departments

The RFP also would require the Provider to pay a rental fee for the usage of the Burgess Pool with options for providing services at the Belle Haven Pool. Respondents will be asked to provide proposals for all three of the following lease agreements:

- A. A monthly lease payment for the Burgess Aquatics Center
- B. A monthly lease payment for the Burgess Aquatics Center and provision of seasonal pool operations at the Belle Haven Pool
- C. A monthly lease payment for the Burgess Aquatics Center and provision of annual pool operations at the Belle Haven Pool

Additional proposal requirements for the Belle Haven Pool options include opening the site for public use a minimum of 9 am to 7 pm during the summer season for, at a minimum, swim lessons, recreation/open swim, and lap swim. The draft RFP requires that the Belle Haven Pool remain a valuable and accessible community resource for the Belle Haven neighborhood and that Belle Haven Pool fees not exceed an approved rate or increase without prior City approval.

Once a provider is chosen, the contract term will be for five years.

RFP Timeline

RFP issued	August 25, 2010
Pre-proposal conference and tour	September 15, 2010 10am
Deadline for questions, clarifications	September 30, 2010
Deadline for receipt of proposals	October 15, 2010
Potential interviews	October 25-29, 2010
Presentation of process results to City Council	December 14, 2010

The Parks and Recreation Commission discussed general RFP requirements at their June 16, 2010 meeting and an RFP review subcommittee was appointed. The subcommittee submitted comments to staff and these comments and subsequent

changes to the RFP were again reviewed and discussed by the entire Parks and Recreation Commission at their July 21, 2010 meeting.

A proposal review committee consisting of City staff, Parks and Recreation Commissioners, User Group Representatives and industry experts will be assembled to review the proposals and evaluate them based on criteria such as response to the lease options, fees, programs and services, qualifications of the Provider, transition plan and augmentations to the scope of services. The current mailing of potential providers scheduled to receive the RFP packet include Team Sheeper (current provider), California Sports Center (currently operating pools in the City of San Jose) and SOLO Swim Club. The RFP packet will also be available on the City's web site for accessibility to other potential vendors and to facilitate as transparent a process as possible.

An on-line survey is being developed that will be emailed to current pool users. The survey results will inform the review committee on the community's desired scope of services, hours, schedule and fees.

IMPACT ON CITY RESOURCES

Since the current contract with Team Sheeper was implemented in May of 2006, the City's General Fund savings is estimated to have been between \$450,000 and \$550,000 annually. At the time the contract was negotiated, there were few contractors available for this type of work and the estimated annual savings was seen as a fair and appropriate return for the contractor's use of a city facility.

As the current contractor now has experience and other potential providers exist in the area, the RFP for the new contract proposes imposition of a rental fee for the Burgess facility with options for including services at the Belle Haven Pool. Finance staff have proposed a calculation of annual rent based on the pay off of a \$7 million asset (with no interest expense) over a 30 year period of \$233,333 per year or \$19,444 per month. This base rent calculation could be modified by assigning a value to the services received, with a corresponding addition to, or deduction from, the base amount. Additionally, the results of the RFP process and subsequent negotiations with the selected Provider may result in a different final agreement.

POLICY ISSUES

This recommendation continues the current policy of providing aquatics programming through a contract with an outside Provider. The recommendation also has the potential to expand this programming approach to the Belle Haven Pool.

ENVIRONMENTAL REVIEW

Approval of the recommendation does not represent a project under the California Environmental Quality Act.

Cherise Brandell
Director of Community Services

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Draft Aquatics Programming RFP
- B. Proposed Aquatics Program Contractor Selection Process and Schedule

City of Menlo Park



Request for Proposal

Aquatics Programs

Release Date: August 25, 2010
Due Date and Time: October 15, 2010 at 4:00 p.m.

REQUEST FOR PRPOSAL

Noticed is herby give that proposals will be received by the City of Menlo Park, CA

RELEASE DATE

August 25, 2010

PRE-PROPOSAL CONFERENCE & FACILITY TOUR

September 15, 2010, 10:00 a.m.

**Burgess Recreation Center & Burgess Aquatic Center
701 Laurel Street
Menlo Park, CA**

RFP RESPONSE DEADLINE

October 15, 2010 4:00 p.m.

**City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: Katrina Whiteaker**

INTRODUCTION

The City of Menlo Park rebuilt the Burgess Aquatic Facility, located at 501 Laurel Street, in 2006. The aquatic center consists of a 25-meter x 25-yard lap pool, a 25-yard x 50-foot instructional pool, a wading pool with mushroom splash feature, locker rooms, showers, central entry lobby, support offices, concrete pool decks, storage, pool mechanical room, and lawn area (see Appendix A for a detailed drawing). The facility is located on the City's Burgess Park campus, which includes: city hall, library, recreation center, gymnasium, gymnastics center, sports fields, skate park and picnic areas.

The Burgess Aquatic Facility renovation was funded by Measure T bonds. Prior to completing the construction of this project and opening the facility in 2006, the City had undertaken a community-based budget process called Your City/Your Decision, the results of which provided guidance for making difficult budget reductions. As a result of this process, the aquatics budget was identified for reduction. Due to the nature of public aquatic programs and facilities, achieving full cost recovery was not seen as possible, given that the new facility - with multiple pools - would have higher costs. Several options for cost savings were discussed, including reduced operational hours, pool closure during winter months, and closing the Belle Haven pool entirely. An alternative solution was reached in May 2006, when the City of Menlo Park entered into a Lease Agreement with a private contractor to operate the Burgess facility and aquatic programming year-round for 5 years. This lease agreement will expire on May 20, 2011.

The City is seeking proposals from private aquatic program providers to operate the Burgess Aquatic Facility and aquatic programming beginning in May 2011 through May 2016. In addition, the option to include the operations of the Belle Haven Pool, located at 100 Terminal Ave (currently open during the summer only) is included.

SCOPE OF SERVICES

The Aquatic Service Provider (Provider) shall provide the following scope of services and meet the following minimum requirements:

Premises

The Provider will be operating the Premises commonly known as the Burgess Aquatic Facility, which consists of the fenced pool area at City of Menlo Park's civic center campus at Burgess Park. The Premises include the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, restrooms, locker rooms, lawn area, pool mechanical room, lobby area, and all associated areas as shown in Exhibit A.

As an option, the Provider is asked to consider including in their proposal operating a Secondary Premises commonly known as the Belle Haven Pool. Belle Haven Pool is a five-lane x 25 meter outdoor swimming pool, located adjacent to the Onetta Harris Community Center. The pool features a shallow end with depths ranging from 1-3.5 feet and easy access stairs to a 12' deep end with 5 lanes, a high dive and low dive, locker room, shower facilities, mechanical room, and office. There is also a small children's wading pool. The aquatic facility is a fenced area next to the Onetta Harris Community Center and all associated areas as shown in Exhibit B. The scope of services for this secondary site is listed in Exhibit C.

The following scope of services covers the Burgess Pool site.

Duration of Services

The term of the Lease Agreement shall be for a period of five (5) years commencing on approximately May 21, 2011 and ending five (5) years from the commencement date.

Pool Facility Operations

The Provider will be solely responsible for operation of the Burgess Aquatic Facility including all costs and expenses associated with such operation and shall be entitled to all revenues from the operation of the Premises.

Hours of Operations

The Provider may use the Premises between the hours of 5 a.m. to 10 p.m. seven (7) days a week and 365 days a year.

Aquatic Programming

The Provider shall provide the following aquatic services including but not limited to:

- Recreational/Open Swimming
- Swim Lessons
- Lap Swimming
- Masters Swimming

- Swim Team
- Community Rentals

Other programs or services outside of the intended use of the facility will require prior approval by the City.

Community Access & Scheduling

The Provider will be solely responsible for the operations and schedule of the Premises. The Provider shall provide reasonable public access and community use of the Premises which shall be reasonably determined by City and Provider. Provider will not reduce the public access and community use without prior approval of City.

The following is intended to establish the minimum public access and community use:

- Provide year-round lap swim, seven (7) days per week (except holidays)
- Provide seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space.
- Provide reasonable instructional and lap pools availability for other community organizations/users for competitive youth swimming programs, instructional programs, triathlon training, etc.
- Provide programs and reasonable accommodation for all ages and abilities. Inclusive programs for people with disabilities are strongly encouraged when possible.
- Improved winter programming by providing a dome over the instructional pool is strongly encouraged.

Program Fees

The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other public facilities in surrounding communities.

The Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, triathlon training, etc., on a reasonable and comparable fee basis.

Provider shall make instructional programs and recreational/open swim available to participants in City programs at a thirty percent (30%) discount.

These fees will be subject to review by City staff and the Parks & Recreation Commission for public input.

Program Administration

The Provider shall have a method for the public to register, pay, and receive adequate customer service in an easy and effective manner. Adequate administrative staff and assistance will be provided to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. The Provider shall

provide sufficient communication and marketing in order to inform the public of the programs and services. The Provider shall maintain a customer database and appropriate records retention. The Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times.

The Provider shall provide an annual report no later than June 30 of each contract year (May through April) to the City's Parks & Recreation Commission including the following items:

- Total program hours by program area
- Participation statistics by program area
- Customer Satisfaction Survey Results
- Annual audits and reviews demonstrating standards of care are met (see below)
- Risk management documentation (see below)

The Provider will maintain reasonable evidence and documentation of these statistics and results and have these records accessible by the City at any time following proper notice.

Staff Qualifications

The Provider will be expected to provide reasonable and adequate staffing to maintain operations. The staff will have the required qualifications and certifications for each particular position. The Provider will maintain appropriate and safe ratios for lifeguards to pool users. The Provider will maintain reasonable evidence and documentation of their hiring practices, background checks, certifications, and training (Pre-service/employment orientation, on-the-job training, and on-going in-service training) and have these records accessible by the City at any time following proper notice. The Provider shall maintain adequate layers of protection including active supervision and formal and informal staff evaluation. The Provider shall demonstrate that executive staff can provide adequate oversight, planning, and management to maintain operations and perform all necessary business practices.

Compliance with Laws & Regulations

The Provider must remain in compliance with all city, county, state, and federal laws and regulations as well as industry standards related to pool and aquatic program operations. These regulators include but are not limited to:

- City of Menlo Park
- Menlo Park Fire Department
- San Mateo County Health Department
- California Department of Health Services
- California Department of Labor
- Occupational Safety and Health Administration (OHSA)
- Emergency Medical Services Authority (EMSA)
- Consumer Product Safety Commission & Virginia Graeme Baker Act
- Americans With Disabilities Act

- California Department of Fair Employment and Housing
- Center of Disease Control

Health & Safety

The Provider will be required to maintain health and safety standards and associated training records in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance to the City of Menlo Park standards and other regulatory agencies listed above. These standards include but are not limited to:

- Employee Injury and Illness Prevention Plan
- Hazardous Materials Communications and Business Plan
- Bloodborne Pathogens and Bio Hazardous Exposure Control Plan
- Hazard Communication (labeling & MSDS management)
- Hearing Conservation
- Lifting and Fall Prevention/Protection (Equipment)
- Electrical Safety Plan
- Lock out, Tag Out Equipment Specific Procedures
- Emergency Action Planning/Drills
- First Aid/CPR/AED
- Heat Illness and Sun Protection
- Confined Spaces/Entry Equipment
- Chemical Storage/Spill Response/Cleanup
- Fire Extinguisher
- Personal Protective Equipment
- Recreational Waterborne Illnesses (RWI's)
- Signage/Labeling

The Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

Standard of Care

The Provider will be expected to provide aquatic programs and manage the Premises in a matter that is comparable to or above the Standard of Care that is reasonable and acceptable for a public pool. This Standard of Care should be demonstrated in all areas including operations, staff training, record keeping, maintenance, safety, and risk management. The Provider is expected to ensure that they are maintaining this standard of care by conducting annual audits and reviews by qualified external experts and including this information in the annual report to the City's Parks and Recreation Commission mentioned above.

Risk Management

The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. In addition to

maintaining an acceptable Standard of Care, the Provider shall manage their risk by demonstrating proficiency in the following areas:

- Emergency Action Plan
 - Staff Training related to the Emergency Action Plan
 - Drills Conducted
 - Emergency Equipment
 - Communication Process
 - Coordination with local EMS
- Facilities & Equipment
 - Inspection
 - Equipment Certifications
 - Maintenance
 - Checklists
 - Signage
- Supervision
 - Quality
 - Quantity
 - Lessons Plans & Progression
- Training
 - Requirements
 - Appropriate Staff
- Documentation
 - Manuals
 - Waivers
 - Medical Screening
 - Skills Screening
 - Risk Information Provided to Public
 - Policies/Programs
 - Training Records
 - Evaluations

The Provider is expected to ensure they are maintaining and performing adequate risk management planning and practices by conducting annual audits and reviews by qualified external experts. This information will also be included in the annual report to the City mentioned above.

Emergency Action Plan & Procedures

The Provider shall create and maintain all emergency procedures and emergency action plans for the Premises. An Emergency Action Plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of Regulations, Sections 3220 and 3221. The Emergency Action Plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all of the Provider's employees, including administration and line level employees, which shall use the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

Maintenance & Records

The Provider shall maintain the Premises in an orderly and professional condition at all time. The Provider will be responsible for the maintenance of the equipment and facility including the following areas:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises
- Personal Protection Equipment (PPE)
- Confined Space entry equipment
- Fall protection equipment

The Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records should include:

- Daily Pool & Chemical Log
- Check lists for routine maintenance duties (Daily, Weekly, Monthly, Quarterly, Bi-annual, and Annual)
- Equipment Logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications
- Confined space entry equipment (as specified by manufacturer)
- Personal fall protection equipment (Bi-annual competent person inspection)

The Provider shall maintain and continue all preventative maintenance agreements and contracts to ensure the quality and life of the equipment. The Provider will be responsible for replacement of all equipment due to failure or damage. The Provider will also be responsible for any damage that is outside the normal wear and tear of the Premises.

If damage beyond normal wear and tear of the Premises is determined by the City, the Provider will be required to make the appropriate repairs within 30 days of the written notice.

Signage

The Provider will be required to maintain and provide all necessary and required signage for the Premises. These signs include:

- Maximum Pool Capacity & Hours

- No Lifeguard on Duty
- Children under 14 not allowed without an adult
- Shallow Water Diving Warnings
- Chemical Storage
- NFPA
- No swimming allowed after dark
- Pool Rules
- 911 Emergency
- Shower Before Entering Pool
- No Running
- Depth Markers
- First Aid/CPR
- Other signs as needed or required

Insurance

The Provider will be required to acquire and maintain Workers' Compensation, Employer Liability, Commercial General Liability, and owned and non-owned and hired automobile liability insurance coverage relating the Provider's use of the Premises. The insurance company/ies will need to be approved by the City. The Provider would need to provide the City with 30 days notice if any changes, cancellation, or non-renewals. The Provider will be required to disclose any self-insured retentions or deductibles. The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its officers, officials, employees and volunteers.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease – include endorsement adding the City, it officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.
Commercial General Liability	\$3,000,000 per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01 (including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual

	Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)
Automobile Liability	\$1,000,000

Operating Costs

The Provider will assume sole financial responsibility for the operation, maintenance, replacement, repairs and all other expenses of the Premises and shall operate and maintain the Premises at no cost to City.

The Provider will be expected to pay the following to the City within fifteen (15) days of receipt of written invoice submitted to Provider by City:

- The full cost of the separately metered utilities for the Premises including electrical, gas, and water as well as the cost of the utilities for the Locker Rooms and the portion of the building and/or Premises occupied by Provider (if not separately metered) prorated according to Provider's usage (proration to be determined by mutual agreement, or if the parties cannot agree by a neutral third party arbitrator selected by the parties). (These items totaled approximately \$118,000 for 2009-10).

Other costs to the Provider will include:

- The Provider shall be responsible for maintenance of pool chemicals and equipment, janitorial services, building and equipment maintenance, and grounds maintenance. The Provider shall have the right to obtain competitive bids from qualified pool maintenance contractors or to conduct these services in house in order to maintain and service pool chemicals and equipment to the same standards as performed by the City or per manufacturer or industry guidelines.
- The actual costs of the direct City staff time to provide contract oversight, inspection and administration from the Finance, Community Services and Public Works Departments.
- The Provider will be solely responsible for any structural repairs, damages, replacements, or other repairs for the first \$10,000 of the cost of each repair and the City shall be responsible for the cost in excess of \$10,000 per repair. For repairs or damages greater than \$10,000, the City reserves the right to perform any and all repairs to and replacement of the Premises. The Provider is responsible for reimbursing the City for the cost of repairs and replacement due to misuse, poor maintenance and/or damage caused by Provider, Provider's employees, agents and service users. Prior to making any repairs in excess of \$1,000 the Provider shall submit to the City the equipment and specification for the proposed repair in order for the City to verify that the equipment is equal to or greater than what presently exists.
- The cost and fees associated with any alterations and/or improvements to the facility shall be the responsibility of the Provider and shall be reviewed and considered for approval by the City prior to construction. Any

alteration or improvement by the Provider shall become the property of the City.

- The full cost for the City's required annual external audit of the operations of the aquatic program and facility (approximately \$3,000 in 2009-10).
- The cost of an advertisement in the tri-annual Activity Guide if applicable.
- Quarterly safety inspection (see below)

Rental Fee/Lease

The Provider will pay a rental fee for the usage of the Premises. In your response, please provide proposals for all three of the following lease agreements (although the Belle Haven operations are optional, preference will be given to a proposal that includes programming at Belle Haven Pool):

A: Provide monthly lease payment for the Burgess Aquatics Center

B: Provide a monthly lease payment for the Burgess Aquatics Center and operate seasonal pool operations at Belle Haven Pool

C: Provide a monthly lease payment for the Burgess Aquatics Center and maintain annual pool operations at Belle Haven Pool

Inspections & Audits

The City reserves the right to conduct periodic and regular site inspections and operational audits.

- ***Safety*** – The Provider will be required to comply with the City's safety program guidelines and protocol. Quarterly inspections by an outside vendor and paid for by the Provider will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City's requests in a timely manner. In addition, documentation demonstrating compliance with all City, County, State and Federation Regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.
- ***Maintenance*** – City staff reserves the right to conduct weekly, monthly, quarterly, and annually inspections of maintenance practices for the pool maintenance operations. The inspections will ensure the Provider is following the manufacturer's specifications as well as complying with regulations and generally accepted maintenance procedures relating to pool chemistry, pool equipment, and safety practices.
- ***Operations*** - An annual audit will be conducted by an external expert and industry professional approved by the City and paid for by the Provider. The operations audit should include but may not be limited to:

- Staff Skills Assessment
- Staff Selection and Training procedures
- Policies & Procedures Review
- Site Inspection
- Code Compliance and Record Keeping Practices
- Adherence to Aquatic Safety Standards

In the event deficiencies are identified in the audit, the Provider will be required to make corrections in a timely manner, to be determined at the time of the findings, based on severity of the hazard and other factors.

Terms & Conditions of Lease

The Provider will enter into a lease agreement with the City if awarded the contract. The agreement will have the required terms and conditions, including the items above, in addition to the following clauses:

- Termination
- Indemnification
- Proprietary and Confidential Information
- Contractual Relationship
- Assignment and Subcontracting
- Breach of Agreement
- Disputes
- Licenses
- Taxes
- Noise
- Facility Improvements
- Abandonment

Limits to Neighborhood Impacts

In order to minimize impacts of major events on residents of the surrounding neighborhood, the Provider will notify the City on a quarterly basis of all swimming meets or other large group events involving 50 or more participants above normal operations to allow the City opportunities to notify the neighborhood in advance of such events.

All conditions of the existing Use Permit for the Burgess Pool will be followed, including restrictions on 24-hour events to two per year.

In addition, the City reserves the right to limit the number of other major events at the Burgess site that may conflict with other City planned events at the Civic Center Campus.

Augmentations to Scope

The above scope of services specifies the City's minimum requirements for meeting or exceeding the level of service at the Burgess Pool. The Provider is encouraged to

propose service enhancements, best practices and creative approaches that would result in the highest quality and most cost-effective program. These value-added suggestions will be considered when evaluating proposals.

Draft

SUBMITTAL REQUIREMENTS

All proposals shall address the following items in the order and with the numbering listed below.

A. Cover Letter/Application

Provide a cover letter/application including the name, title, address, and telephone number of the lead contact on this proposal and the signature of the person or persons authorized to represent the proposer. State your acceptance of the certifications listed in Section D below.

B. Table of Contents

Please provide a table of contents.

C. Qualifications and Background of Provider

1. State your headquarters address and legal (corporate) status.
2. Describe your organization's history/background, mission and the services you provide. Provide information on the location of other facilities or businesses, and a description of the services provided. Highlight any operations that are similar in size and nature to the programs covered through this RFP.
3. Provide an organization chart for your agency/company.
4. Describe your experience, affiliation, and memberships with any Aquatics or related organizations (i.e American Red Cross)
5. List the companies, cities or other entities, if any, with which you currently have contractual or lease arrangements to provide aquatics services. Describe your approach and success in managing relationships with these client entities. Provide information regarding all contracts or agreements that have been cancelled, terminated or not renewed within the last five years including entity name, contact person name, title, address and telephone number.
6. Provide three customer references, including participant name, address and telephone number.
7. Describe your understanding of Menlo Park and its aquatics needs.

D. Programs, Services, and Schedule

1. Explain your approach to Aquatics and your program philosophy and goals.
2. Describe your service offerings for each age group and range of skills and abilities at the Aquatics Center.
3. Provide sample daily programs and schedules for each pool during different seasons.
4. State your proposed hours of operation.
5. Describe your approach to providing aquatic programs for participants with special needs and/or requiring ADA accommodation.
6. Explain your operating policies and procedures for the Aquatics Center.
7. Provide or describe how you would be implementing the required safety program & training documentation.

8. Describe your approach to handling community access and outside organization rental requests.
9. Describe your approach for handling scheduling conflicts or multiple requests.

E. Staffing and Management

1. Provide your proposed organizational structure for the site.
2. List the titles, responsibilities, qualifications and certifications for all staff positions.
3. Provide your proposed staffing ratios for various programs and pool safety.
4. Explain your approach to employee recruitment, screening, performance evaluation and retention. Describe any staffing problems you have had and how you have addressed them.
5. Describe your staff training program.
6. Provide a sample staff handbook(s).
7. Provide the names, titles, experience and qualifications of the staff that will be involved in aquatic center oversight at the agency/company/executive level.
8. Describe your systems of facility oversight and program management.
9. Identify any subcontractors that would be needed to perform the required services in the proposal and describe their role.

F. Quality Assurance, Risk Management and Insurance

1. Summarize your agency's history with aquatics risk management.
2. Explain the tools/processes used by your agency for quality assessment.
3. Describe your approach to risk management at the site. Describe procedures for assessment, planning, control, evaluation, responding to and correcting identified risks.
4. Explain your agency's ability to understand and meet the sufficient Standard of Care for operating a public pool.
5. Describe your procedures for protecting public and employee health and meeting standards consistent with city, county, state, and federal regulations.
6. Summarize your emergency preparedness action plan.
7. Note and explain any litigation against your agency or its staff in the past ten years, including any pending litigation, related to the operation of Aquatics facilities or programs.
8. Refer to the City's requirements for insurance coverage and confirm your ability to provide such coverage.

G. Public Communication, Marketing, and Registration

1. Describe how you maintain communication between participants and your organization.
2. Describe marketing and other techniques to obtain and maintain registration.
3. Describe policies and procedures for registration, refunds, and customer complaints.
4. Explain your methods for assessing and maintaining customer satisfaction.
5. Give a brief overview of your crisis media management plan.

H. Fees

1. List estimated proposed fee schedule for all programs
2. State your approach to fee increases. Provide the average percentage fee increase you have implemented each year for the past five years.
3. Describe your ability to compare and maintain comparable fees of similar aquatic programs.
4. The City desires, but does not require, that the Provider provide services to individuals or families who cannot afford the market rate fees. Describe if and how your agency will be able to serve these individuals with financial need.

I. Financial Information

1. Submit complete audited financial statements for the two previous years (if available), preferably prepared by a Certified Public Accountant. Include a balance sheet, income statement and complete Notes to the Financial Statements. In addition, include an unaudited statement for the current year as of June 30, 2010.
2. Provide a proposed annual budget for the Aquatic Center revenues and expenses, including the categories below. Provide a budget narrative with all relevant assumptions, including the notes requested below. Please provide three set of budget based on the Rental/Lease Options A, B, and C.

Revenues

- Fees (specified by program areas)
- Other Revenue (vending, merchandizing, etc)
- Grants and fund raising
- Private funding

Expenses

- Salaries (Number of staff FTEs by position, staffing ratios and costs based on number of participants)
 - Direct Operating Costs, including
 - Utilities
 - Pool chemical and supplies
 - Pool equipment and maintenance
 - Liability insurance
 - Facility, grounds and equipment maintenance
 - Custodial services
 - Any other operating costs
 - Any other costs
 - Charges to be paid to the City of Menlo Park based on above criteria, if any
 - Rental Option to be paid to the City of Menlo Park
3. The budget shall be based on the proposed enrollment and participation in programs. Please state the assumptions or estimate of participation per area.

Current program enrollments are included in Exhibit E for reference in calculating revenues and expenses.

J. Transition between Providers

1. The City desires that the transition to the provider, if it is to occur, takes place in May 2011. State the soonest feasible date you could begin operation of the facility. Note any challenges associated with this start date and how you might address them.
2. Based on this start date, provide a plan, including activities and timelines, for transitioning the aquatic center from one provider to another, both at the beginning of the lease or contract and at the end. Include a timetable for obtaining required licensing, certifications, hiring staff, maintaining operations, communication with the public and moving equipment and supplies into the new site.
3. Explain how the continuity of service will be maintained and how disruption to the public will be minimized. The City would consider a shared or staggered transition between the existing provider and a new provider if needed.

K. Assistance from City

Specify what, if any, assistance from the City you would find helpful or necessary for the successful operation of the programs.

L. Augmentations to the Scope of Service

Summarize any service enhancements, best practices and creative approaches included in your proposal that exceed the minimum requirements specified in the Scope of Services.

M. Additional Information

Provide other essential information that may assist in the evaluation of this proposal.

REQUEST FOR PROPOSAL INSTRUCTIONS

Submittal of Proposals

All proposals must be submitted according to the specifications in the section above. Failure to adhere to these specifications may be cause for rejection of the proposal. Proposals shall be submitted to:

**Katrina Whiteaker
Recreation Services Manager
Community Services Department
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025**

NOTE: Proposals must be delivered no later than 4:00 p.m., Friday, October 15, 2010. All proposals received after that time will not be considered. No faxed or emailed proposals will be accepted.

The proposer shall submit one original and 10 copies of its proposal.

RFP Timeline

RFP issued	August 25, 2010
Pre-proposal conference and tour	September 15, 2010
Deadline for questions, clarifications	September 30, 2010
Deadline for receipt of proposals	October 15, 2010
Potential interviews	October 25-29, 2010
Presentation of process results to City Council	December 14, 2010

Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 4:00 p.m. on Monday, September 30, 2010.

Correspondence shall be addressed to Katrina Whiteaker, Recreation Services Manager, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025 or emailed to kmwhiteaker@menlopark.org. Responses from the City will be communicated in writing to all recipients of this RFP. All addenda shall become part of this RFP. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City.

Certification of Proposal Documents

The cover letter/application included in the proposal submission shall include a certification by the proposer that they:

1. Have carefully read and fully understand the information in the RFP.

2. Have the capability to successfully undertake the scope of work herein and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that the information contained in the proposal is true and correct.
4. Did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation, review committee member, City employee or other proposer in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer

Modification

Once submitted, proposals cannot be altered without the prior written consent of the City.

Rights of the City of Menlo Park

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

1. Make the selection based on its sole discretion
2. Reject any and all proposals
3. Issue subsequent Requests for Proposals
4. Remedy technical errors in the RFP process
5. Negotiate with any, all or none of the proposers
6. Waive informalities and irregularities in the proposals that the City considers to be non-substantive
7. Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City

Review and Selection Process

The City will establish a Review Committee comprised of City Parks and Recreation commission members, the City staff, current Burgess Aquatic Center users, and external Aquatic experts/professionals who are not submitting or collaborating on proposals. The committee will review proposals based on selection criteria (Exhibit D), recommend providers to be interviewed, participate in the interviews and recommend finalists for consideration by the City. Staff will present the results of the process to the City Council, at which point Council may or may not direct staff to pursue negotiations with a selected proposer.

Public Nature of Proposal Material

Responses to this RFP become the exclusive property of the City of Menlo Park. Submitted proposals will be regarded as public documents once they have been provided to the Review Committee for its consideration. Proposers are asked to clearly mark any and all information that they consider to be confidential, trade secrets or proprietary and therefore request be excluded from any distribution to the Review Committee or the general public. The City Attorney will review such requests and determine whether the materials can be kept confidential and limited to staff review. If the City Attorney determines that certain information cannot be kept confidential, it will

notify the proposer giving it the option to waive the confidentiality request, seek a court order to withhold the information or withdraw its proposal. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secrets," or "Proprietary" shall be regarded as non-responsive and therefore the proposal shall not be considered.

Disqualification

Factors such as but not limited to any of the following may be considered just cause to disqualify a proposal without further consideration:

1. Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms or conditions of this proposal
2. Any attempt to improperly influence any member of the review committee
3. Evidence of incorrect information submitted as part of the proposal
4. Evidence of a proposer's inability to successfully complete the responsibilities and obligations of the proposal
5. Outstanding litigation that could impinge on the proposer's ability to complete the responsibilities and obligations of the proposal

Questions

Please direct any questions regarding this RFP to Katrina Whiteaker, Recreation Services Manager, at 650-330-2208 or email kmwhiteaker@menlopark.org.

EXHIBIT B – Belle Haven Pool Site Map

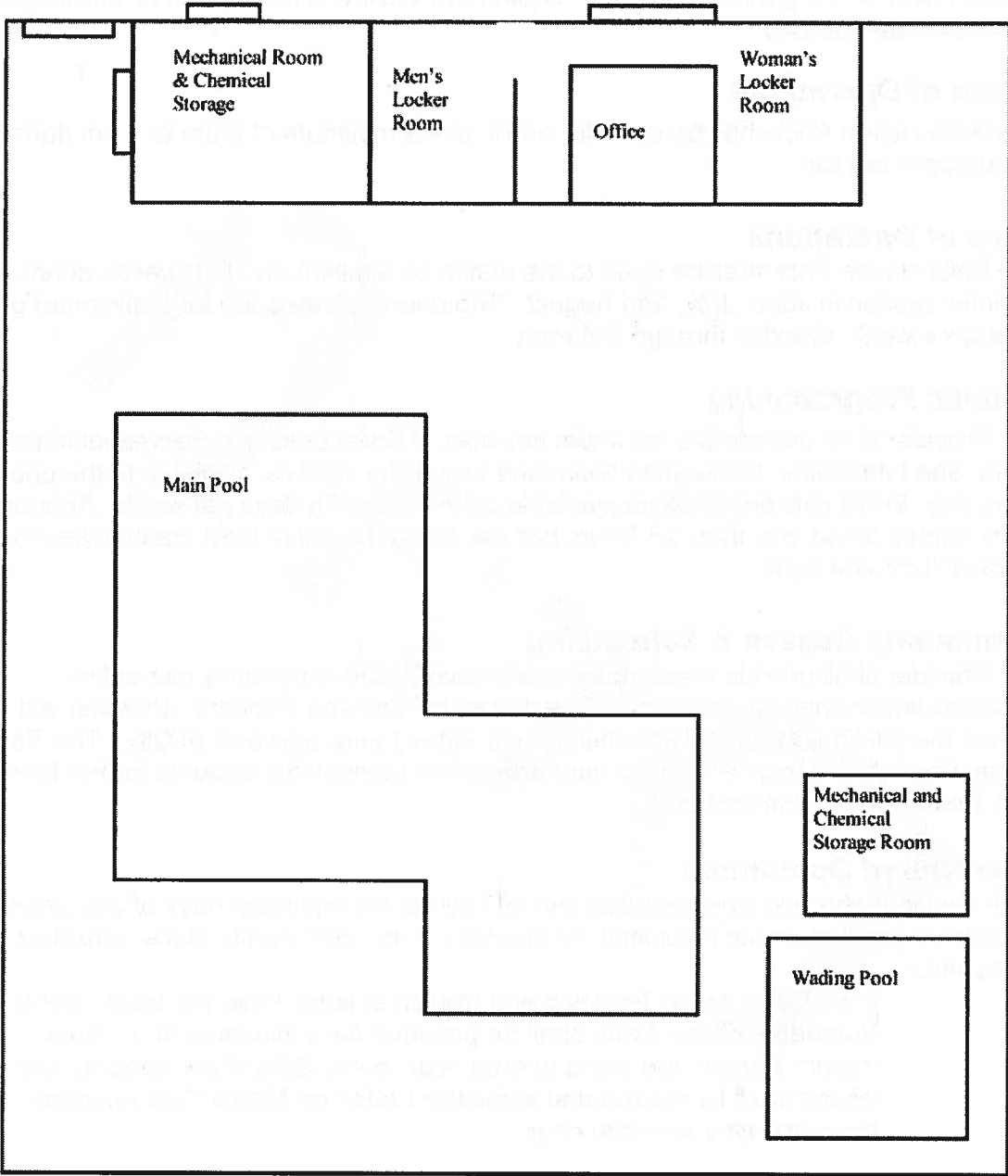


EXHIBIT C – Belle Haven Pool Scope of Services

The Provider shall provide a minimum Scope of Services for the Belle Haven Pool in addition to all of the general minimum requirements listed in the Burgess Pool Scope of Services (listed above).

Hours of Operations

The Belle Haven Pool shall be open for public use a minimum of 9 am to 7 pm during the summer season.

Days of Operations

The Belle Haven Pool shall be open to the public for a minimum of 10 weeks during the summer season in June, July, and August. The pool shall be open for a minimum of six (6) days a week, Monday through Saturday.

Aquatic Programming

The Provider shall provide the minimum services of Swim Lessons, Recreation/Open Swim, and Lap Swim. Recreation Swim and Lap Swim shall be available to the public every day. Swim Lessons shall be available a minimum of 5 days per week. Recreation Swim should be no less than 3.5 hours per day using the entire pool area between the hours of 1pm and 5 pm.

Community Access & Scheduling

The Provider shall provide reasonable public access and community use of the Premises which shall be reasonably determined by City and Provider. Provider will not reduce the public access and community use without prior approval of City. The Belle Haven Pool shall remain a valuable and accessible community resource for the Menlo Park Belle Haven neighborhood.

Year Round Operations

If the Provider chooses to extend operations beyond the minimum days of operation, the following minimum services shall be provided to the community at the subsidized fee schedule:

- If the Belle Haven Pool is being utilized at least 1 day per week, Saturday Recreation/Open Swim shall be provided for a minimum of 3.5 hours.
- If swim lessons are being offered year round, 25% of the spots in each lesson shall be reserved at subsidized rates for Menlo Park residents demonstrating financial need.

All other year round operations and programs shall require proposed quarterly schedules be submitted and approved by the City.

Program Fees

The Belle Haven Pool fees for the 25% of subsidized slots reserved for Menlo Park residents shall not exceed the approved subsidized rate (below) and shall not increase without prior City approval.

Lap Swim - \$4 per visit (Adults), \$2 per visit (Seniors/Students)

Swim Lessons - \$6 per hour

Recreation/Open Swim - \$1 per visit (Youth 12 & under), \$2 per visit (Ages 12 & Up)

Community Rentals (between June 1 – August 31)

Number in Attendance	Residents, Schools, Non-Profits
First Hour	
0-40	\$65
41-99	\$80
100-149	\$95
150-200	\$110
Each Additional Hour	
0-40	\$35
41-99	\$50
100-149	\$65
150-200	\$80

EXHIBIT D – SELECTION CRITERIA

The Provider will be rated on the following criteria based on a 4 point scale:

- 0 = No information provided
- 1 = Meets some but not all requirements or incomplete information provided
- 2 = Meets all minimum requirements, no direct experience
- 3 = Meets all minimum requirements, demonstrated direct experience
- 4 = Exceeds minimum requirements and demonstrated direct experience

Selection Criteria

Score

A) Qualifications and Background of Provider	_____
B) Programs, Services, and Schedule	_____
C) Staffing and Management	_____
D) Quality Assurance, Risk Management and Insurance	_____
E) Public Communication, Marketing, and Registration	_____
F) Fees	_____
G) Financial Information	_____
H) Lease Agreement Options A	_____
I) Lease Agreement Options B	_____
J) Lease Agreement Options C	_____
K) Transition Plan	_____
L) Augmentations to Scope of Service	_____
M) Additional Information	_____
TOTAL	_____

EXHIBIT E – PARTICIPATION FIGURES

The following are estimated participation figures for both the Burgess and Belle Haven Pools for Fiscal Year 2009-2010.

Burgess Pool (Menlo Swim & Sport Contractor)

Activity Name	Participants
Aqua Fit Exercise Classes	40 weekly (200+ drop in)
Summer Camp	600
Junior Tri	80
Lap Swim Drop-in	30,000*
Lap Swim (Monthly, Annual, Quarterly)	300
Open Swim Drop-in	30,000*
Masters	300
Adult Tri Team	70
Mavericks Swim Team (Throughout Year)	100
Mavericks Swim Team (Summer)	200
Swim Lessons	4000
Water Polo	25
Rentals (SOLO, Kayak, Scuba)	100

* Drop-in activities are measured by each occurrence.

Belle Haven Pool

Activity Name	Participants
Lap Swim	300*
Swim Lessons	120
Rec Swim	5000*
Private Lessons	135

* Drop-in activities are measured by each occurrence.

Proposed Aquatics Program Contractor Selection Process and Schedule

Task	Lead	Deadline
RFP Draft Development	CSD Director & Recreation Manager	April 19-July 1, 2010
RFP Discussion & Public Input at Parks & Recreation Commission Meeting	CSD Director & Recreation Manager	June 16, 2010
RFP Internal Department Level Review	CSD, Finance, Public Works	June 17-July 16, 2010
Draft RFP review by Parks & Recreation Commission	CSD Director & Recreation Manager	July 14, 2010
RFP Final Draft Review	City Manager, CSD Director, Legal, and External Aquatics Experts	July 18-August 22, 2010
RFP Issued	CSD Recreation Manager	August 25, 2010
Pre-proposal conference and tour	CSD and Public Works Staff	September 14, 2010
Deadline for questions and clarifications	CSD Recreation Manager	September 30, 2010
Deadline for receipt of proposals	CSD Recreation Manager	October 15, 2010
Appoint RFP Review Broad	CSD Director	October 18-22, 2010

Revised July 12, 2010

Interviews of potential candidates	Appointed Review Board	October 25-29, 2010
Review Board Discussion and Recommendation		November 1-5, 2010
Staff Report Development	CSD Director & Recreation Manager	November 8-19, 2010
Preparation for presentation to City Council	CSD Director & Recreation Manager	November 22-December 3, 2010
Presentation to City Council of Review Board Recommendation	CSD Director & Recreation Manager	December 14, 2010
Press Release/Announcement of Awarded Contractor	CSD Director & Recreation Manager	January 3, 2011
Transition Plan (if needed)	TBD	TBD
New Burgess Pool Contract Start Date		May 20, 2011