



PROPOSAL FOR LIFEGUARDING AND LIFEGUARD SUPERVISION FOR THE CITY OF MASON



SwimSafe Pool Management, Inc.
Cary Belyea, President and CEO

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City of Mason Pool RFP

Legal Forms

Section One – Management Summary

August 5, 2013

RE: Management Summary

Jennifer Heft
Assistant City Manager
City of Mason
6000 Mason Montgomery Road
Mason, OH 45040

Dear Jennifer,

Thank you for the opportunity to submit the attached proposal for pool management services to the City of Mason. We have carefully reviewed all of the information and addendums in order to assemble the quote. Should any response be unclear, please do not hesitate to contact myself or Karl Weidner.

Our proposal is based on our experience with the management of the outdoor pool this past summer. During this time we have gained the respect and trust of the City of Mason outdoor Pool staff (mostly City of Mason residents) and I am certain this trust and respect will carry over into the management of the Community Center Pool and additional responsibilities outlined in this RFP.

SwimSafe has also gained much knowledge and insight during the past 3 months of operating the outdoor pool. We have worked hard to understand the intricacies of the facilities and your personnel. In fact, we have identified opportunities to save money and are able to reduce our price on the Lou Eves Municipal Pool by 6 percent, while including additional pre/post season duties and the staffing for special events and activities.

I think all of the City of Mason management staff will tell you we have made the transition from self run to SwimSafe very easy. I am confident we can expand that experience while taking on the additional responsibilities stated in the RFP, and remain flexible enough to work through issues that come up during the transition to the indoor aquatic facilities.

There are 3 references listed, as prescribed in the RFP. I hope you have the opportunity to speak with them about the relationship we have built over the years. Our strength is in our personnel and our ability to communicate quickly and openly with our clients.

The RFP states the bid is for a 1 year period. We are willing to provide for up to three 1 year renewal options, (with the price remaining the same for year 2, and at a rate not to exceed a 2 percent increase for years 3 and 4, so that you can exercise the choice to stay with SwimSafe in subsequent years without the time and expense of annual bidding.

I look forward to our continued relationship with the City of Mason.

With best regards,

Cary Belyea
President and CEO
SwimSafe Pool Management, Inc.
(513) 755-7075

Section Two – Proposals

1. Community Center Indoor Pools 2013 - 2014

COMPENSATION: PAYMENT SCHEDULE AND FEES

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$452,500.00** and Client will pay this amount in accordance with the schedule set out in Exhibit “A.”

(b) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit “A”. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of one point five percent (1.5%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

SCOPE OF SSPM SERVICES

(a) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the “Services”). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool’s pH, alkalinity, calcium hardness and stabilizer within the following parameters:

The Company will be responsible taking water quality readings and reporting those readings to City representative for Competition, Leisure Pools and Whirlpool/Spa. The City will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers for the Competition, Leisure Pools and Whirlpool/Spa.

Competition and Leisure Pools

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm

Chloramine levels for the Competition and Leisure Pools must be maintained at less than 1 ppm

Whirlpool/Spa

Free Chlorine	2.0 to 5.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log;

SWIMMING POOL SERVICES

Leisure Pool, Spa & Competition Pool Daily Procedures

The Company agrees to perform the following pre-opening functions as part of contract:

1. Provide lifeguards and supervisors for both pools as described in this RFP.
2. Lifeguards and lifeguard supervisors should not enter pump rooms unless upon the approval of City representative.
3. Respond to fecal incidents as required according to CDC standards and Warren County Health Department. Will notify City representative to gain access to chlorine.
4. Skim water surfaces to remove floating matter as necessary
5. Clean and maintain walls, gutter and skimmer of pools
6. Vacuum pools at least weekly, and more if needed
7. Clean pool, the pool deck and entire areas including empty trash containers and place trash in dumpsters as outlined by the City
8. Make regular checks of locker rooms closing locker doors, picking up litter, monitoring and notifying Manager on Duty (MOD) of any issues that may need to be addressed.
9. Complete Incident/Accident reports as required
10. Clean and main guardroom.
11. Maintain and store in their locations all safety and maintenance equipment
12. Organize and keep pool furniture clean and orderly
13. Enforce pool rules and regulations
14. Upon request, provide the City of Mason with training records and in-service training
15. Maintain documents and reports as required/requested.
16. Add Bicarbonate to Whirlpool/Spa as required. Chart will be posted.
17. Whirlpool/Spa will be cleaned the third Friday of every month beginning at noon. In any month that the third Friday of the month is a holiday the whirlpool/spa will be cleaned the second Friday of that month beginning at noon. The City will drain and restart the Whirlpool/Spa and the Company will clean.

SUPERVISION. SSPM management personnel will inspect the Pool at least five (5) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

SSPM PERSONNEL

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates. Managers will have CPO (Certified Pool Operator) certificates. SSPM will maintain detailed training records for all SSPM personnel used on this assignment and will provide copies of same to Client upon request.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t- shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all published and posted rules of the Pool and minimum safety standards. Client agrees to support Lifeguards in enforcing the Pool rules and regulations to provide a safe swimming environment.

(f) SSPM agrees that in hiring and supervising any employees to work at Client's facilities, it will comply with all Federal and State laws relating to employment, discrimination, whistleblowing, leave rights, veteran status, and retaliation, including without limitation the following: the Civil Rights Acts of 1964 and 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Patient Protection and Affordable Care Act; the Immigration Reform and Control Act; the Immigration Act of 1990; Employee Retirement Income Security Act; National Labor Relations Act; and the common law. SSPM indemnifies and holds harmless Client for any actual or alleged violation of any such law, or rights protected by such laws, resulting from SSPM's actions.

ADDITIONAL FACILITIES

(a) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.

(b) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

CLIENT SAFETY AND MAINTENANCE EQUIPMENT

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(a) **Safety Equipment**

Rescue tube (one per lifeguard)
Backboard with appropriate securing material (3 straps/head immobilizer)
Lifeguard Stands
Ring Buoy and Line
Shepherds Crook
Fiberglass Reach Pole
First aid kit (meeting OSHA standards)
Blood-borne
pathogens kit
Fire extinguisher

(b) **Maintenance Equipment and Supplies**

12' - 24' extension
pole Commercial
vacuum Vacuum
head
50' commercial 1-1/2" vacuum
hose clock
garden hoses deck squeegee
trash receptacles (with lids)

INSURANCE

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein, including acknowledgement by such insurance carriers that thirty (30) days

advance written notice shall be given if any policy or coverage is to be changed or cancelled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 2) Comprehensive General Liability Insurance for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with coverage at least as broad as ISO Form CG 00 01 12 07, with limits no less than \$5,000,000 per occurrence;
- 3) Professional Liability Insurance in the amount of \$5,000,000 per claim or occurrence.
- 4) Claims-made coverage: If any of the required policies provide coverage on a claims-made basis: a) The retroactive date must be before the date of the commencement of services hereunder; b) Coverage must be maintained and evidence of insurance provided to Client for at least three (3) years after completion of work under this Agreement.
- 5) Additional insured: SSPM shall endorse the City of Mason, its officers, officials, employees and volunteers as Additional Insureds on the Commercial General Liability policy.

Primary Coverage: For any claims related to this Agreement, SSPM's insurance coverage shall be primary as respects the Client, its officers, officials, employees, and volunteers. Any insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of SSPM's insurance and shall not contribute with it.

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and
- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each occurrence.

INDEMNIFICATION

(a) To the fullest extent permitted by law, the SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising in whole or in part through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

EXHIBITS

Exhibit "A" - Fee Schedule

Exhibit "B" - Pool Schedule, Hours of Operation, Staffing and Pool Parties

EXHIBIT "A"

Proposed Fees and Payment Schedule

CITY OF MASON

October 2, 2013

Through

October 1, 2014

Month	Pool Management	Monthly Total
October	\$ 37,750.00	
November	\$ 37,750.00	
December	\$ 37,750.00	
January	\$ 37,750.00	
February	\$ 37,750.00	
March	\$ 37,750.00	
April	\$ 37,750.00	
May	\$ 37,750.00	
June	\$ 37,750.00	
July	\$ 37,750.00	
August	\$ 37,500.00	
September	\$ 37,500.00	
TOTAL	\$ 452,500.00	

EXHIBIT "B"

Pool Schedule, Hours of Operation, Staffing and Pool Parties

October 2, 2013 through October 1, 2014

COMMUNITY CENTER LEISURE POOL

Dates of operation: Seven days a week, Sunday through Saturday

Hours of operation:

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

Pool remain open for normal operating hours

MLK Day

President's Day

Pool typically closes 1 week per year in August for routine maintenance.

See attached schedule for the Community Center's Holiday hours.

Leisure pool Schedule:

Swim Academy Group lessons M&W 5:00 pm to 6:30 pm; T&TH 5:30 pm to 7:00 pm; Sat 9:00 am to 11:30 am

Fall session 9/9/13 to 10/19/13

Winter session I - 11/4/13 to 12/21/13 Off the week of November 25 (Thanksgiving)

Winter session II - 1/6/14 to 2/15/14

Spring session I - (tentative) 2/2 to 4/14 to 4/12/14 Off week of March 24 (Spring Break)

Spring session II - (tentative) 4/21/14 to 6/2/14 Off May 26 (Memorial Day)

Daytime lesson hours

Mondays and Wednesdays 9:45am -11:45am

Tuesdays and Thursdays 12:45pm-2:15pm

Should not need additional staff to cover as long as Company is staffing with the minimum number of guards indicated below

(Schedules are subject to change. The City will provide the contractor advance notice of any changes. The contractor will agree to work with the City to accommodate changes in pool schedules.)

Current Staffing:

Leisure pool should have at minimum 1 lifeguard in the chair by code

Leisure pool should have at minimum 3 lifeguards in the chair during evening group lessons

During the School Year

Monday through Friday staffing numbers during the school year

5:30 am to 4:00 pm (4 to 5 guards plus supervisor)

4:00 pm to 9:00 pm (7 to 8 guards plus supervisor)

9:00 pm to 10:00 pm (3 to 4 guards plus supervisor)

Saturday 7:00 am to 8:00 pm (6 to 8 guards plus supervisor)

Sunday 7:00 a.m. to 10:00 a.m. (4 guards plus supervisor)

10:00 a.m. to close (7 to 8 guards plus supervisor)

Summer Schedule

Monday through Friday staffing numbers during summer hours

5:30 am to 9:00 am (3 to 4 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor) 8:00pm to 10:00 pm (3 to 4 guards plus supervisor)

Saturday and Sunday 7:00 am to 8:00 pm (6 to 8 guards plus supervisor)

COMMUNITY CENTER COMPETITION POOL

Rentals or events such as swim meets/water polo matches usually need 2 to 3 guards.

Dates of operation: Seven days a week, Sunday through Saturday

Holidays that competition pool is open for limited use (typically 7am to noon)

Christmas Eve

New Years Eve

Memorial Day

4th of July

Labor Day

Pool remains open for normal operating hours

MLK Day

President's Day

See Attached Holiday Hour Schedule

Pool typically closes 1 week per year in August for routine maintenance.

Hours of operation:

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

Competition pool schedule:

August 5 August 20

High school water polo Monday through Friday 8:00-11:00 am (Aug 59LEMP)

August 21 October 26

High school water polo 2:30 to 5:00 pm Monday through Friday; Manta Rays 3:30 to 09:00 pm Monday through Friday (Begins Sept. 10); Saturday 7am to 1:30pm

October 27 December 21

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 to 6:00p W 1:30 to 4:00p S 7 to 9am

Manta Rays T/TH 5:30 to 7:00am; 3:45 to 9:00p; S 7:00am to 2:15p

December 22 January 4

High School swim team Monday through Friday 8:00am to 12:00 pm and 3:00 pm to 5:00 pm; S 7:00 am to 9:00 am

Manta Rays Monday through Friday 6:00am to 7:45pm; S 7am to 2:15pm

January 5 February 19

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 pm to 6:00pm ; W 1:30 pm to 4:00p S 7:00 to 9am

Manta Rays T/TH 5:30 to 7:00am; Monday through Friday 3:45 pm to 9:00p; S 7:00am to 2:15pm

February 19 June 7

Manta Rays Monday through Friday 2:30 pm to 9:00 pm and Saturday 7:00am to 1:30pm

No practices last week of March and first week of April

June 7 July 16

Manta Rays M,W,TH, F 6:00am to 8:30 pm; T 7:30am to 5:00pm; S 7:00 to 11:15 am

July 17 July 30

Manta Rays 8:00 am to 11:30 am Monday through Friday

July 31 August 3

Manta Rays 9:00 am to 10:30 am Monday through Friday

Dates for water polo matches (* denotes time needed outside normal operating hours)

8/30&31*; 9/18; 9/24; 10/2; 10/18 & 19*; 10/25& 26*

Manta Rays Invitational (* denotes time needed outside normal operating hours)

10/12/13* early morning

11/10/13* early morning

2/15/14 to 2/17/14

High school swim meets (* denotes time needed outside normal operating hours)

12/7/13* early morning and late evening

1/18 & 1/19/14 *early morning

1/31/14 *late evening

2/1/14 *early morning

2/7/14 *late evening

2/8/14 *early morning

Staffing: Competition pool should have at minimum 2 lifeguards in the chair when the entire pool is in use.

After Hours Pool Party Fee Schedule/Structure

Pool parties will be provided by SSPM's lifeguards for Client and Client shall have the exclusive right to host and provide Pool parties at the Pool during the Term of this Agreement. All SSPM insurance shall apply to Pool parties.

The current rate for Pool parties is \$20.00 per hour per lifeguard.

2 .Lou Eves Municipal Outdoor Pool 2014

COMPENSATION: PAYMENT SCHEDULE AND FEES

(c) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$147,000.00** and Client will pay this amount in accordance with the schedule set out in Exhibit "A."

(d) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit "A". Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of one point five percent (1.5%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

SCOPE OF SSPM SERVICES

(c) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(d) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

The Company will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

Lou Eves Municipal Pool

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 70 ppm

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log;

SWIM-SEASON SERVICES

Lou Eves Municipal Pool Procedures

Pre-Season Opening Procedures

Company will be responsible for:

- Empty offices, clean and organize
- Empty wading pool filter room, clean and organize
- Clean all lounge chairs and setup
- Bleach and clean lifeguard chairs
- Rake playground sand
- Pressure wash pool deck and concessions area
- Install concession area umbrellas
- Install umbrellas in wading pool area
- Polish all stainless
- Clean climbing wall
- Parking lot pick up
- Vacuum pool
- Weed
- Clean pool enclosure area
- Inject all necessary chemicals to establish proper levels for:
 - Free chlorine
 - Total alkalinity
 - pH
 - Calcium hardness
 - Cyanuric acid
- Thoroughly clean bathhouse

City will be responsible for the following:

- Evaluation of playground equipment
- Install computer system, phones, printers
- Install lifeguard chairs
- Purchasing new sand if needed
- Check playground shower
- Test all bathhouse sinks/showers
- Inspect umbrellas and repair as needed
- Clean out drain boxes. Install drain covers
- Inspect all drain covers, make sure installed well
- Weed all areas
- Install all ladders and handrails and climbing wall
- Test pool vacuums, repair as needed
- Order all needed supplies
- Start up stereo and test
- Wax slide
- Clean and organize main pump house

- Put up Umbrellas
- Check diving board
- Check flagpoles
- Update bulletin board in front of pool
- Inspect chemical feeders
- Inspect all filtration equipment
- Inspect flow meters, pressure gauges, and valves
- Mount diving boards, guard chairs, ladders and starting blocks
- Inspect and resupply water testing supplies
- Remove wood window covers throughout building
- Order and store all necessary chemicals to establish proper levels for:
 - Free chlorine
 - Total alkalinity
 - pH
 - Calcium hardness
 - Cyanuric acid
- Inventory first aid supplies
- Inventory cleaning supplies
- Inventory swim lesson & life jacket supplies
- Inventory safety supplies
- Start up equipment
- Clean gutters on building
- Check building, parking lot, and outdoor pool lights (advise on need to replace light bulbs or fans)
- Install slide canopy
- Touch up painting on buildings and railings

The Company shall request a meeting with City's representative prior to opening day to discuss plans for the operation of the pool and any outstanding issues relative to the pool opening. This meeting shall include a walk through of the facility to inspect the pool area and supplies on materials on hand for operation. A training date for all staff shall be requested by the Company and include the City's representative prior to opening day to review process and expectations.

Daily Operating Procedures

- Life guarding the main pool in a professional, attentive and customer-oriented manner
- Maintaining a friendly, courteous atmosphere, while enforcing the city's pool rules for the safety, pleasure and convenience of the pool membership
- Enforce pool rules and regulations
- Checking water chemistry and recording readings every hour
- Any incident in which the pool must be closed for any period of time, City representative will be notified and details of the incident will be documented to include: date, time, description of incident. All required documents will be completed and forwarded to City representative.

- Maintaining chemical balance of pool water
- Check and record filter pressure gauge readings and flow meter readings daily, taking corrective measures as indicated
- Clean lint / hair trap
- Rake playground sand
- Keep pump room clear, organized and swept
- Backwashing filter system as needed
- Vacuuming pool daily
- Cleaning tiles around pool edges weekly, or more often, if needed
- Thoroughly cleaning bathhouse daily
- Checking, recording check of the bathhouse at least hourly for paper supplies, proper flushes, clean sinks, etc. and replenishing supplies as needed.
- Disinfecting water fountain daily and checking it hourly for cleanliness
- Thoroughly cleaning swimming pool area daily
- Clean, and dust equipment in concession area daily and disinfect counters daily
- Keep all sinks clean
- Picking up litter as it appears
- Pulling weeds from concrete, edges and planting beds as they appear
- Emptying trash daily or as needed placing trash in dumpsters
- Maintain water quality of the pools in accordance with all applicable governmental rules and regulations,
- Skim water surfaces to remove floating matter as necessary
- Clean and maintain walls, gutter and skimmer of pools
- Check pumps, strainers, and filters daily
- Clean and maintain guardroom, chemical room and pump rooms daily
- Maintain and store in their locations all safety and maintenance equipment
- Organize and keep pool furniture clean and orderly
- Check and record pump room gauge readings and flow meter readings daily and take corrective measures as indicated
- Upon request, provide the City of Mason with training records and in-service training
- Maintain documents and records as needed/requested
- Cleaning debris from ashtrays outside the bathhouse hourly
- Straightening deck furniture and cleaning as needed.

Closing (End of Season) Procedures

The pool will be considered closed to swimmers on the day after Labor Day and the Company will close the Lou Eves Municipal pool as soon after that date as Company deems possible.

The Company will complete the following services, where applicable:

- Take out lap lane and put back on reel
- Move lane line reels to pump house
- Bleach guard stands and chairs
- Organize cleaning supplies and place in hallway

- Bleach bathrooms
- Take down umbrellas and place in hallway
- Move lawn chairs and stack along side of bathhouse
- Bleach guard room
- Bleach diving boards
- Bleach trash cans, gray bins, stack and place outside pump house
- Place first aid kits, supplies and fanny packs in blue storage containers place in guardroom
- Place vacuums and power washer into guardroom
- Stack all blue trash cans in hallway
- Take rescue tubes, wooden backboard, chemical test kit to Community Center
- Fold Ping pong tables and place in pump house,
- Place pool table in pump house
- Place games at front desk (pool cues, pool balls, ping pong equipment, checkers) in plastic bin and store in office area
- Take down clock and place in hallway
- Remove all trash and place in dumpster
- Bleach concession stand tables and counter
- Place all supplies brooms, dustpans etc. in pump room
- Put up danger pool closed signs, by front desk and main pump room

SUPERVISION. SSPM management personnel will inspect the Pool at least five (5) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

SPECIAL EVENTS. SSPM will provide a 4th of July event with games and prizes for the City of Mason outdoor Pool, free of charge.

SSPM PERSONNEL

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

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Act; National Labor Relations Act; and the common law. SSPM indemnifies and holds harmless Client for any actual or alleged violation of any such law, or rights protected by such laws, resulting from SSPM's actions.

ADDITIONAL FACILITIES

- (a) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.
- (b) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

CLIENT SAFETY AND MAINTENANCE EQUIPMENT

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(c) Safety Equipment

Rescue tube (one per lifeguard)
Backboard with appropriate securing material (3 straps/head immobilizer)
Lifeguard Stands
Umbrella for Lifeguard Stand (one per stand)
Ring Buoy and Line
Shepherds Crook
Fiberglass Reach Pole
First aid kit (meeting OSHA standards)
Blood-borne
pathogens kit Fire
extinguisher

(d) Maintenance Equipment and Supplies

12' - 24' extension
pole Commercial
vacuum Vacuum
head
50' commercial 1-1/2" vacuum
hose clock
garden hoses deck squeegee
trash receptacles (with lids)
flying insect spray, etc.
commercial grade leaf blower

INSURANCE

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein, including acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or cancelled prior to its expiration date.

(b) SSPM shall provide the following:

- 6) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 7) Comprehensive General Liability Insurance for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with coverage at least as broad as ISO Form CG 00 01 12 07, with limits no less than \$5,000,000 per occurrence;
- 8) Professional Liability Insurance in the amount of \$5,000,000 per claim or occurrence.
- 9) Claims-made coverage: If any of the required policies provide coverage on a claims-made basis: a) The retroactive date must be before the date of the commencement of services hereunder; b) Coverage must be maintained and evidence of insurance provided to Client for at least three (3) years after completion of work under this Agreement.
- 10) Additional insured: SSPM shall endorse the City of Mason, its officers, officials, employees and volunteers as Additional Insureds on the Commercial General Liability policy.

Primary-Coverage: For any claims related to this Agreement, SSPM's insurance coverage shall be primary as respects the Client, its officers, officials, employees, and volunteers. Any insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of SSPM's insurance and shall not contribute with it.

(c) The Client shall maintain the following:

- 3) Premises liability insurance; and
- 4) Comprehensive general liability insurance in the amount of \$1,000,000 each occurrence.

INDEMNIFICATION

- (a) To the fullest extent permitted by law, the SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising in whole or in part through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

EXHIBITS

Exhibit "A" - Fee Schedule

Exhibit "B" - Pool Schedule, Hours of Operation, Staffing and Pool Parties

EXHIBIT "A"
Proposed Fees and Payment Schedule

CITY OF MASON

**April 1, 2014
Through
October 1, 2014**

Month	Pool Management	Monthly Total
January		
February		
March		
April	\$ 5,000.00	\$ 5,000.00
May	\$ 15,500.00	\$ 15,500.00
June	\$ 40,000.00	\$ 40,000.00
July	\$ 40,000.00	\$ 40,000.00
August	\$ 36,500.00	\$ 36,500.00
September	\$ 10,000.00	\$ 10,000.00
October		
November		
TOTAL	\$147,000.00	\$147,000.00

EXHIBIT "B"

Pool Schedule, Hours of Operation, Staffing and Pool Parties

May 24, 2014 through September 1, 2014

Lou Eves Municipal Pool (Outdoor Pools)

Dates of operation: May 24-26; May 31-June 1; June 7-August 17; August 23-24; August 30- September 1

Hours of operation:

Monday-Friday 5:30am-12:00pm (swim team/lessons),

12:00pm-8:00pm (members)

Saturday and Sunday 12:00 pm-8:00 pm

Staffing:

One (1) Pool manager or Assistant pool manager during all operating hours.

Monday through Friday:

5:30 am-9:00 am Three (3) lifeguards will be provided

9:00 am-11:00 am Four (4) lifeguards will be provided

11:00 am-8:00 pm Twelve (12) lifeguards will be provided

8:00 pm-9:00 pm Four (4) lifeguards will be provided

Saturday and Sunday:

11:00 am-8:00 pm Twelve (12) lifeguards will be provided

8:00 pm-9:00 pm Four (4) lifeguards will be provided Lifeguards will setup the pool starting at 11:00 am each day and then stay until 9:00 pm for cleaning, per the staffing numbers specified above.

Swim Teams use of the Lou Eves Municipal Pool ends the last week in July. Beginning in August until the pool closes the Company would not need to provide lifeguards until 11:00 a.m., unless a special event or activity is scheduled at the facility-for which the Company would receive prior notice of this alteration to the schedule.

After Hours Pool Party Fee Schedule/Structure

Pool parties will be provided by SSPM's lifeguards for Client and Client shall have the exclusive right to host and provide Pool parties at the Pool during the Term of this Agreement. All SSPM insurance shall apply to Pool parties.

The current rate for Pool parties is \$20.00 per hour per lifeguard.

SPECIAL EVENTS AND PROGRAMS INCLUDED FOR SUMMER OF 2014:

- **July 4th Pool Party** – Cool off after the festivities and join us at the pool for Family Games and Prizes. SSPM to provide the prizes and FUN! Activities from 1:00 pm to 4:00 pm.
- **City of Mason Employee Party** - SSPM to provide games, prizes and FUN! Activities for the whole Family!
- **Premier Membership Pool Party**
- **Luxottica Corporate Team Building Appreciation Party**
- **Park Foundation Triathlon**
- **Summer Camps**
- **Manta Ray Swim Team**
- **Master Swimming Team**
- **Water Moccasins Summer Swim Team**

Additional Events and Programs: These events and programs can be offered at the option of the City of Mason:

- **Diving Lesson Program**
- **Dog Day at the Pool**
- **Youth Water Safety Day**
- **Scuba Demonstration/classes**
- **Labor Day Family Cookout**
- **Ice Cream Sunday**
- **Underwater Hockey**
- **Other ideas of The City of Mason**

Organization and implementation of any additional special events or programs will be handled by SSPM with the approval and direction of the City of Mason. Any additional cost borne or profits made from these events or programs are not included in this RFP and will be the responsibility of the City of Mason.

Section four – Corporate experience and capacity

SwimSafe Pool Management, Inc. is locally owned and operated by Cary Belyea, who is the active President and CEO of the company. The company was incorporated in the State of Ohio in September of 2005. No corporate expansion will be required to deliver services to the City of Mason.

SSPM EXPERIENCE

Our President Cary Belyea has over 25 years experience in aquatics and management. As President of SSPM Cary was responsible for starting the company in 2005 and successfully growing to a financially sound company that has **retained nearly 100 percent** of its customers to date. Other experiences include:

SwimSafe Pool Management:

- A locally owned and operated Cincinnati, Ohio business
- Ranked 18th in the 2012 Fastest 55 growing companies in Cincinnati
- 9 Full Time year round management staff members
- 500 seasonal staff members – 450 Certified Lifeguards
- 1 Certified Pool Operator Instructor (CPOI) on staff
- Full time Construction and Repair Services
- 1 Master Pool Technician on staff
- 8 ARC Certified Lifeguard Instructor (LGI) on staff
- 11 Certified Pool Operators (CPO) on staff

Cary Belyea:

- Speaker at the 2013 OPRA Conference “**After The Emergency Action Plan: Best Practices**”
- Professional Pool Operators of America (PPOA) member
- Speaker at CAI swimming pool education program
- American Red Cross safety committee
- Cincinnati Pool Operators Association
- Center for Creative Leadership Graduate
- Greater Cincinnati Chamber of Commerce
- 1995 ASCA age group swim coach of the year
- Volunteer Lakota Special Olympics Swimming Coach

Section five - Personnel

Cary Belyea, SSPM President, will be heavily involved in the operation of the City of Mason Pool. Cary is a Certified Pool Operator Instructor (CPOI) and has over 25 years of experience in pool management. He will make weekly visits to the City of Mason Pools.

SSPM will assign an experienced **Regional Supervisor** to the City of Mason pool, who will be on-site a minimum of five (5) visits per week, to insure the performance of the staff. SSPM will be available 24/7 for emergency response. Our Supervisors and management personnel are all Certified Pool Operators (CPO).

We will also employ a **Director of Aquatic Safety** for the City of Mason, this person will be a full time year round staff member, spending a minimum of 40 hours per week **on-site**. This person is a Certified Pool Operator (CPO), American Red Cross Lifeguard Instructor (LGI), Water Safety instructor Teacher (WSIT), teaches Swim Coaches Safety and has several years of pool management, safety training and customer service experience.

All lifeguards employed by SSPM shall have current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates. On-site supervisors, pool managers and assistant pool managers will be CPO certified.

Staffing:

SSPM shall maintain a work force of sufficient size to handle the contract, and **meet the required Department of Health minimum lifeguard standards**, including reserve personnel to fill vacancies during absences because of illness, vacations and holidays. SwimSafe currently employs 9 Full Time year round management staff members, 500 seasonal staff members, including 450 Certified Lifeguards as well as 8 ARC Certified Lifeguard Instructors (LGI). One of our full time staff members, Human Resources Manager, is dedicated to the hiring of our Lifeguard and Pool Management staff. In the spring of 2013, we attracted 745 Applications for the 450 positions filled. Our unique Lifeguard recruiting and referral program insures that your pool will always be adequately staffed. In addition, SwimSafe LGI's teach several Lifeguard classes each year, certifying 1000's of local Lifeguards.

Complaint Resolution Procedure: Should a complaint be made concerning the conduct of SSPM or its employees, by persons using the pool. SSPM shall follow the following steps:

- 1) The Pool Manager is to make the Regional Supervisor and SSPM President, Cary Belyea aware of any complaints from persons using the pool, and immediately write down all known information about the complaint.
- 2) SSPM management will contact the designated City of Mason representative to communicate the nature of the complaint.
- 3) After consulting with the City's representative, SSPM will address the complaint with all parties involved.
- 4) If the complaint cannot be satisfactorily resolved, SSPM may remove the employee from his or her position at the pool.

The City of Mason shall have authority to request that the SSPM resolve any dispute which arises concerning employee conduct or request that SSPM remove an employee from his or her position at the City of Mason community pools if a dispute is not adequately resolved to the satisfaction of the City of Mason.

INCLEMENT OUTDOOR WEATHER

On days with inclement weather, SSPM will keep an appropriate level of personnel on site should the weather become suitable for swimming. If the weather is still unsuitable for swimming at 6:00 pm the pool may be closed with notification and approval from the City of Mason's designated representative. Below is our personnel policy on inclement weather:

SSPM Inclement Weather/Low Pool Attendance Policy

The following policy will be in effect when attendance at the pool is low due to inclement weather or other factors:

1. Arrive for work as scheduled unless your manager calls and tells you not to come in.
2. If attendance at the pool is low due to temporary closing (i.e. thunder, feces in the pool), unfavorable weather, inclement weather or other factors:
 - The manager will assign you various tasks (i.e. safety review, cleaning duties, projects, etc) to complete.

- After your work is completed the manager may ask for volunteers to clock out and be relieved of their duties for the day.
- If there are no volunteers, the manager will ask specific individuals to clock out and be relieved of their duties for the day.
- To be fair to everyone, the manager will keep a list of employees who have “volunteered”, been “called off”, or “asked” to go home and rotate the staff accordingly.
- Please do not call the office every few minutes asking to leave. Your Supervisor or manager will contact you when you are free to leave.
- All personnel will be on call during their scheduled hours for that day. Leave a message with the office where you can be reached and get to your pool within 30 minutes.

The manager on duty and the SSPM office will determine the appropriate level of staffing for the above circumstances with consideration given to the time of the day, weather forecasts, and other factors that may affect potential attendance at the pool. Safety at the facility will always be the first Priority.

Section Six – References

SwimSafe Pool Management, Inc.
107 Commerce Blvd
Loveland, OH 45140

Phone: 513-755-7075
Mobile: 513-505-0938
Fax: 513-755-7075
E-mail: cary@swimsafepool.com

Contact: Cary Belyea, President

**David Nichols, Recreation Director, *Village of Evendale*, 513-563-2247, david.nichols@evendaleohio.org
10500 Reading Road, Evendale, OH 45241**

- Provided complete pool management services for Village of Evendale municipal pool since 2006.

**Julie Machon, Recreation Coordinator, *City of Montgomery*, 513-792-8316, jmachon@ci.montgomery.oh.us
10101 Montgomery Road, Cincinnati, OH 45242**

- Provided complete pool management services for City of Montgomery municipal pool and concessions since 2011.

**Evonne Kovach, Municipal Manager, *Village of Greenhills*, 513-240-8103, ekovach@greenhillsohio.org
11000 Winton road, Cincinnati, OH 45218**

- Provided complete pool management services including concessions for the summer of 2012 and 2013.

**Kari Geiser, Human Resources Director, *City of Mason*, 513-229-8510, kgeiser@masonohio.org
6000 Mason-Montgomery Road, Mason, Ohio 45040**

- Provided complete pool management services for Lou Eves Municipal Pool for the summer of 2013.

**Chris McDowell, Former President, *Mt Lookout Swim Club*, 513-378-7657, Christopher.mcdowell@dinsmore.com
3605 Totten, Cincinnati, OH 45208**

- Provided complete pool management services, including concession and tennis since 2006.

Section Seven – Acceptance of Conditions

There are no exceptions to the general terms and conditions of the bid documents and to insurance or other requirements listed.

Section Eight – Additional Data

Our Mission . . .

SwimSafe Pool Management was founded upon three guiding principles: safety, cleanliness and customer service. We will strive to provide the highest level of safety in the industry. To achieve this objective, **we create a rewarding work experience for our employees.** In turn, our customers receive superior service from courteous employees who take pride in the safety and appearance of the facility where they work.

What we do for our Employees . . .

SSPM prides itself in creating a rewarding work experience for our employees. To start, we offer flexible schedules, extensive training in Lifeguarding, First Aid, and Customer Service, Great Pay and a Bonus. In addition, we offer raises for continuing education, lifeguard of the week and pool of the month awards.

End-of-the-season "employee" performance bonus program:

All certified personnel will have the opportunity to receive a performance bonus for the current summer swim season. To earn the bonus, an employee must successfully complete the following:

- 1) Employee to receive a positive performance review from pool manager and/or supervisor.
- 2) Employee to attend and successfully complete all safety reviews of lifeguarding knowledge and skills.
- 3) Employee to adhere to agreed upon work schedule and finish the summer swim season to agreed upon date.

The performance bonus will be \$.25 for each lifeguarding hour worked for lifeguards, \$.35 per hour for assistant managers, and \$.50 per hour for managers. Bonuses to be paid by the end of October of current year.

Re-hiring Pay Rate Policy:

Employees who receive a performance bonus and are re-hired at the same position for the following swim season will receive a raise.

Employees who are re-hired at a new position will receive appropriate raise

to match new responsibilities.

Raises for continuing education: Any employee who earns a WSI certificate, LGI certificate, CPO certificate, AFT certificate or continuing education that aids or improves the City of Mason Pool operation will be eligible for a raise of \$.50 or more per hour.

Hiring Process:

- **Interview** – All potential employees will be interviewed to determine qualifications and aptitude for specific positions.
- **Letter of Recommendation** – All employees are required to bring a letter of recommendation to their interview.
- **Reference Checks** – References are required and checked by SSPM.
- **Background Checks** – Are required for employees 18 years or older.
- **Certification Checks** – Copies of certifications will be kept on-site at the City of Mason Pool and SSPM office. Certifications will be verified through Certifying entity (i.e. American Red Cross). All certifications will be entered into a database and audited throughout the year.
- **Employee Manual:** Each SSPM Employee will receive an Employee manual with written personnel policies governing behavior, substance abuse and relations with persons using the pool.
- **Employee Manual** – The manual must be read and knowledge of understanding demonstrated before hiring.

Employee Training:

- **General Staff Training** – All Lifeguards and Pool Managers will go through a General Staff Training which covers Pool Safety, Employee Policies & Rights, labor laws, OSHA, Cleaning Bathrooms, Customer Service, etc. This training is administered online and must be passed with a 100% score before work begins.
- **On-Site Staff Training** – This training will allow employees to go over the specifics of the Mason Municipal Pool, which includes specific Emergency Action Plans, Pool Rules, Clock-in procedure as well as an opportunity to begin working as a Team. This training is run monthly.
- **On-Site Safety Audits** – Specific emergency situations are practiced as individual and as a Team at these trainings.
- **Online Safety Review** – Test Lifeguards knowledge and skills twice per month, notifications for re-training, if needed. Reminder and sharpening of skills.
- **Pool Manager/Supervisor Training** – An extensive training program that teaches in-depth safety, MSDS, OSHA guidelines, “How to be a Good Leader” at the Pool, and the CPO course.
- **Employee Evaluations** – Completed by the Pool Manager/Supervisor

quarterly to give employees constructive criticism on how they can improve!

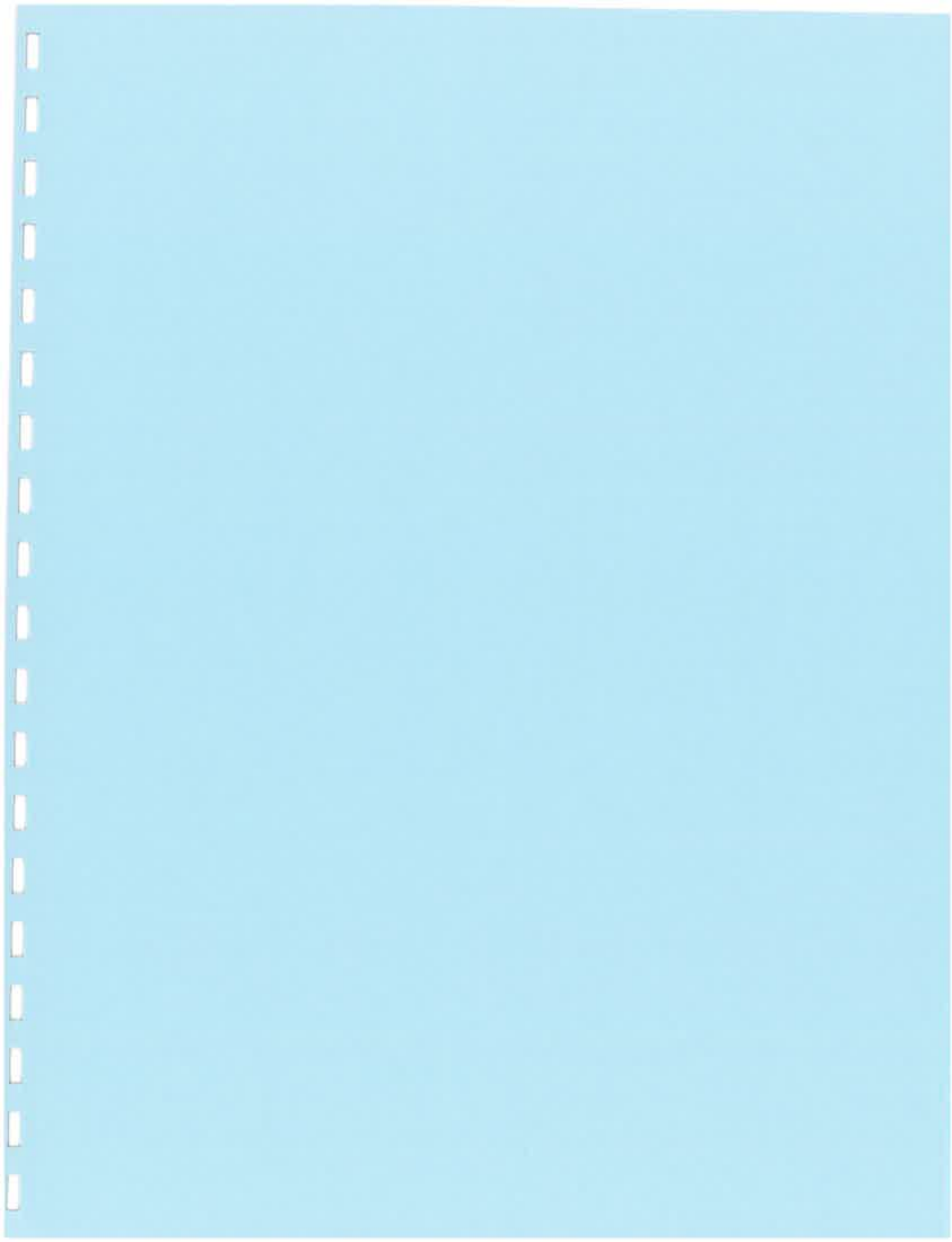
Lifeguard Certification & Renewal Courses: Lifeguarding, CPR for the Professional Rescuer and First Aid courses will be offered by SSPM for any employee who wants to become certified or needs to renew their certifications. Community outreach programs will be available to the City of Mason and City staff members as requested, at no charge to the City of Mason.

Newsletter: An employee newsletter will be distributed during each pay period to further communicate with the staff. Awards, education and opportunities will be published in the newsletter.

Employee Incentives:

- **Pool of the Month – SwimSafe** stuff and party provided by SSPM. Mason won this award in June of 2013!
- **Lifeguard of the Month** – .20 cent raise and recognition.
- **Cincinnati/Dayton Lifeguard Competition** – Our staff competes each summer and have consistently placed in the top 3 locally and on the State level. No other Pool Management Company is even close! Mason competed through SwimSafe in 2013!
- **Swimming Lesson Teachers** – Get paid 1.5 times pay rate.
- **End-of-Season Bonus-** For doing a Great Job!
- **Continuing Education Raises!**

The SwimSafe Difference: Our management service is predicated on "**Quality, not quantity.**" We are a family owned company that provides its customers with **reasonable pricing** while maintaining our growth so we can work with you on a "**one to one**" basis. We believe in providing friendly, personalized service that is tailored to the specific needs of our customers.





Request for Proposals: Lifeguarding and Lifeguard Supervision Services

**City of Mason
6000 Mason Montgomery Road
Mason, OH 45040
(513) 229-8510**

www.ImagineMason.org



CITY OF MASON OHIO

more than you imagine.

REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION OF THE CITY OF MASON AQUATIC FACILITIES

SCOPE OF SERVICES

The intent of this RFP is to provide labor, supervision, administration and insurances on all services and employees for the efficient and economical lifeguarding operations of the City of Mason's aquatic facilities. Services that would generally include but not be limited to are outlined below under Scope of Services.

In the information provided below the term "Company" shall refer to the Contractor and "City" refers to the City of Mason.

PRE-PROPOSAL MEETING

The City will host a Pre-proposal meeting:

Mason Community Center
6050 Mason Montgomery Road
Meeting Rooms
Date: Wednesday July 24
Time: 1:00 p.m.

City officials will be present to respond to questions and provide a tour of the Community Center and Lou Eves Pool facilities. Those interested in submitting a proposal should attend this informational meeting.

BACKGROUND

The City of Mason owns and operates three aquatic facilities. The Leisure Pool and Competition Pool are located within the Mason Community Center at 6050 Mason Montgomery Road and the third facility, Lou Eves Municipal Pool is an outdoor seasonal facility located at 6249 Mason Montgomery Road.

Lou Eves Municipal Pool was constructed in 1995, with the summer of 1996 being its first year of operation. The facility includes a main swimming area of approximately 13,700 square feet, kiddie pool at approximately 1,000 square feet, a bathhouse with lockers on one side and a concession area, check-in desk, manager's office and lifeguard room. Additional features at the pool include: diving board and climbing wall, eight 25-meter racing lanes, zero depth entry, water mushroom, tot pool, grass beach, playground, 150-foot water slide, shade shelters, volleyball court and a playground and approximately 200 chairs.

There were approximately 6,000 visits to the Lou Eves Municipal Pool during the month of June 2013.

The Leisure Pool and Competition Pool were constructed in 2003 with the original opening of the Community Center. The Leisure Pool is designed to provide a fun, interactive environment for family activity. Visitors enjoy the water playground, zero-depth entry, spray geysers, lazy river/vortex, tot slide, and a twisting, three-story water flume slide. The leisure pool also features three lap lanes for program and recreational use. The City's SwimAmerica swim lesson program uses the Leisure Pool. Included in the Leisure Pool is a 5,900-gallon whirlpool. Swimming area of the Leisure Pool is approximately 7,000 square feet. The Competition Pool is a 25-meter by 25-yard pool, designed for competitive, lap, and recreational swimming as well as swim instruction and a variety of other aquatic programs. A shared facility with the Mason school district, the competition pool features two one-meter diving boards, a moveable floor for programming flexibility, and bleacher seating for approximately 800 spectators. In addition to open swim hours, there are designated lap and fitness swim times. Lanes may be designated in either pool and availability may vary depending on programming. Swimming area of the Competition Pool is approximately 6,150 square feet.

There are approximately 30,000 visits to the Community Center on a monthly basis. The SwimAmerica program has over 800 participants.

The following is intended to provide information for use in submitting a proposal for requested services.

OPERATING HOURS OF EACH FACILITY

COMMUNITY CENTER LEISURE POOL

Dates of operation: Seven days a week, Sunday through Saturday

Hours of operation:

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

Pool remain open for normal operating hours

MLK Day

President's Day

~~Pool closed Christmas Day, New Years Day, and Easter~~

Pool typically closes 1 week per year in August for routine maintenance.

See attached schedule for the Community Center's Holiday hours.

Leisure pool Schedule:

Swim Academy Group lessons M&W 5:00 pm to 6:30 pm; T&TH 5:30 pm to 7:00 pm; Sat 9:00 am to 11:30 am

Fall session 9/9/13 to 10/19/13

Winter session I - 11/4/13 to 12/21/13 Off the week of November 25 (Thanksgiving)

Winter session II - 1/6/14 to 2/15/14

Spring session I - (tentative) 2/2 to 4/14 to 4/12/14 Off week of March 24 (Spring Break)

Spring session II - (tentative) 4/21/14 to 6/2/14 Off May 26 (Memorial Day)

Daytime lesson hours

Mondays and Wednesdays 9:45am -11:45am

Tuesdays and Thursdays 12:45pm-2:15pm

Should not need additional staff to cover as long as Company is staffing with the minimum number of guards indicated below

(Schedules are subject to change. The City will provide the contractor advance notice of any changes. The contractor will agree to work with the City to accommodate changes in pool schedules.)

Current Staffing:

Leisure pool should have at minimum 1 lifeguard in the chair by code

Leisure pool should have at minimum 3 lifeguards in the chair during evening group lessons

During the School Year

Monday through Friday staffing numbers during the school year

5:30 am to 4:00 pm (4 to 5 guards plus supervisor)

4:00 pm to 9:00 pm (7 to 8 guards plus supervisor)

9:00 pm to 10:00 pm (3 to 4 guards plus supervisor)

Saturday 7:00 am to 8:00 pm (6 to 8 guards plus supervisor)

Sunday 7:00 a.m. to 10:00 a.m. (4 guards plus supervisor)

10:00 a.m. to close (7 to 8 guards plus supervisor)

Summer Schedule

Monday through Friday staffing numbers during summer hours

5:30 am to 9:00 am (3 to 4 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor) 8:00pm to 10:00 pm (3 to 4 guards plus supervisor)

Saturday and Sunday 7:00 am to 8:00 pm (6 to 8 guards plus supervisor)

COMMUNITY CENTER COMPETITION POOL

Rentals or events such as swim meets/water polo matches usually need 2 to 3 guards.

Dates of operation: Seven days a week, Sunday through Saturday

Holidays that competition pool is open for limited use (typically 7am to noon)

Christmas Eve

New Years Eve

Memorial Day

4th of July

Labor Day

Pool remains open for normal operating hours

MLK Day

President's Day

~~Pool closed—Christmas Day, New Years Day, and Easter~~

~~See Attached Holiday Hour Schedule~~

Pool typically closes 1 week per year in August for routine maintenance.

Hours of operation:

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

Competition pool schedule:

August 5 August 20

High school water polo Monday through Friday 8:00-11:00 am (Aug 59LEMP)

August 21 October 26

High school water polo 2:30 to 5:00 pm Monday through Friday; Manta Rays 3:30 to 09:00 pm Monday through Friday (Begins Sept. 10); Saturday 7am to 1:30pm

October 27 December 21

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 to 6:00p W 1:30 to 4:00p S 7 to 9am

Manta Rays T/TH 5:30 to 7:00am; 3:45 to 9:00p; S 7:00am to 2:15p

December 22 January 4

High School swim team Monday through Friday 8:00am to 12:00 pm and 3:00 pm to 5:00 pm; S 7:00 am to 9:00 am

Manta Rays Monday through Friday 6:00am to 7:45pm; S 7am to 2:15pm

January 5 February 19

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 pm to 6:00pm ; W 1:30 pm to 4:00p S 7:00 to 9am

Manta Rays T/TH 5:30 to 7:00am; Monday through Friday 3:45 pm to 9:00p; S 7:00am to 2:15pm

February 19 June 7

Manta Rays Monday through Friday 2:30 pm to 9:00 pm and Saturday 7:00am to 1:30pm

No practices last week of March and first week of April

June 7 July 16

Manta Rays M,W,TH, F 6:00am to 8:30 pm; T 7:30am to 5:00pm; S 7:00 to 11:15 am

July 17 July 30

Manta Rays 8:00 am to 11:30 am Monday through Friday

July 31 August 3

Manta Rays 9:00 am to 10:30 am Monday through Friday

Dates for water polo matches (* denotes time needed outside normal operating hours)

8/30&31*; 9/18; 9/24; 10/2; 10/18 & 19*; 10/25& 26*

Manta Rays Invitational (* denotes time needed outside normal operating hours)

10/12/13* early morning

11/10/13* early morning
2/15/14 to 2/17/14

High school swim meets (* denotes time needed outside normal operating hours)

12/7/13* early morning and late evening
1/18 & 1/19/14 *early morning
1/31/14 *late evening
2/1/14 *early morning
2/7/14 *late evening
2/8/14 *early morning

Staffing: Competition pool should have at minimum 2 lifeguards in the chair when the entire pool is in use.

LOU EVES MUNICIPAL POOL:

Dates of operation: May 24-26; May 31-June 1; June 7-August 17; August 23-24; August 30- September 1

Hours of operation:

Monday-Friday 5:30 am-12:00 pm (swim team/lessons), 12:00 pm-8:00 pm (members)
Saturday and Sunday 12:00 pm-8:00 pm

Staffing:

One (1) Pool manager or Assistant pool manager during all operating hours.

Monday through Friday:

5:30 am-9:00 am Three (3) lifeguards will be provided
9:00 am-11:00 am Four (4) lifeguards will be provided
11:00 am-8:00 pm Twelve (12) lifeguards will be provided
8:00 pm-9:00 pm Four (4) lifeguards will be provided

Saturday and Sunday:

11:00 am-8:00 pm Twelve (12) lifeguards will be provided
8:00 pm-9:00 pm Four (4) lifeguards will be provided
Lifeguards will setup the pool starting at 11:00 am each day and then stay until 9:00 pm for cleaning, per the staffing numbers specified above.

Swim Teams use of the Lou Eves Municipal Pool ends the last week in July. Beginning in August until the pool closes the Company would not need to provide lifeguards until 11:00 a.m., unless a special event or activity is scheduled at the facility-for which the Company would receive prior notice of this alteration to the schedule.

Examples of events hosted/activities at the Lou Eves Municipal Pool have included:

	Approximate Participants
Premier Membership Pool Party	250
Luxottica Corporate Team Building Appreciation Party	1,500
Employee Party	Up to 1,000
Park Foundation Triathlon	60
Summer Camps (every morning Monday-Thursday)	100
Typically held from 6:00 a.m. – 12:00 p.m. Monday-Friday	
Manta Ray Swim Team	20
Master Swimming Team	25
Water Moccasins	220

These events may or may not occur in future years. In addition the Lou Eves Pool is available to rent from outside groups and organizations. Many of these would be after normal operating hours. The City will provide as much notification as possible to the Contractor when a rental is requested.

PREPARATION OF PROPOSAL

The Proposals must be signed with ink by the individual, by one or more members of the partnership, by one or more member or officer of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the Company legally qualified and acceptable to the City. If the Proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officials must be shown.

Anyone signing a proposal as agent must file with the contract legal evidence of his authority to do so.

INQUIRIES

All inquiries concerning this Request for Proposal, the facilities involved or specifications should be directed to:

Kari Geiser
Human Resources Director
6000 Mason- Montgomery Road
Mason, Ohio 45040
Email kgeiser@masonoh.org
Phone (513) 229-8510
Fax (513) 229-8511
www.imaginemason.org

COMPANY'S RESPONSIBILITIES

All Companies are responsible for being thoroughly familiar with all provisions of this Request for Proposal, the facilities involved and the specifications contained herein. The failure of the Company to do the foregoing does not relieve the Company from any obligation with respect to the Proposal submitted.

All Companies or persons considering the submission of a proposal are obligated to provide the person authorized to receive the Proposal with their current address, telephone number and facsimile number upon receipt of this Request for Proposal.

DELIVERY OF PROPOSAL

The Proposal shall be placed in a sealed envelope so marked as to indicate the identity of the project and the name and address of the Company. If forwarded by mail said envelope shall then be placed in another envelope, which shall be sealed and addressed as indicated in the proposal. **Proposals will be received until 4:00 p.m. local time, on August 5, 2013.** Proposals should be submitted to:

Kari Geiser
Human Resources Director
6000 Mason- Montgomery Road
Mason, Ohio 45040

Proposals received after the time for the opening will be returned to the Company unopened.

EVALUATION CRITERIA

The purpose of this Request for Proposal is to indicate certain minimum requirements. It is intended that the City will select the Company's proposal which best meets its anticipated needs. The City reserves the right to select none of the proposals,

proposal for 1, 2 or 3 of the City's pools. In making the award of any contract, the City's evaluation of the best proposal include but will not be limited to, the following criteria:

- Overall responsiveness, viability and completeness of the Proposal as well as the likelihood that, in the City's discretion, the Proposal best meets or exceeds the City's specifications
- The Company's demonstrated experience with similar operations and references
- The Company's proposal cost in relation to services provided
The City may select a proposal for services based upon 1, 2 or 3 pools. The City has requested per hour service costs for special events or other activities that the City enters into that have not been fully outlined in the information above. For example: In 2014 a local organization contracts with the City for use of the Lou Eves Pool. Per hour cost for guards and supervisor would be included as part of the fee to the organization for use of the pool.
- Positive references to past performance of Company in similar contract environment
- Any other factors considered relevant by the City and demonstrated by the proposal or investigation by the City

AWARD OF CONTRACT

The award of Contract, if it is to be awarded, will be made to the best overall Company whose proposal complies with all requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Company to whom it is proposed to award the Contract. The successful Company will be notified by letter mailed to the address as shown on its proposal that its proposal has been accepted and that it has been awarded the Contract.

The City reserves the right to reject any or all parts of this Proposal.

The City reserves the right to require the Company to present satisfactory evidence that it has been regularly engaged, as either primary or manager in the business of work similar to that proposed herein; to require the Company to present satisfactory evidence that it is fully prepared with the necessary personnel, capital, material, machinery, and equipment to conduct the work to be contracted for to the satisfaction of the City; and to begin promptly when so ordered.

EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful Company and returned together with the Contract Documents within ten (10) days after Company has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the City to consider another Company. No proposal shall be considered binding upon the City until the execution of the Contract. If the Contract is not executed by the City within 90 days following receipt from the Company of the required Contract Documents, the Company will have the right to withdraw its proposal without prejudice.

If the successful Company is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the Corporation bearing seal of the corporation, authorizing him/her to sign the Contract.

LAWS TO BE OBSERVED

The Company shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

The Company agrees that in the hiring of employees for the performance of work under this contract, shall not by reasons of race, sex creed or color, discriminate against any person in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

INDEMNIFICATION FROM GENERAL LIABILITY

The Company agrees to protect, defend, indemnify and hold harmless the City of Mason and its elective and administrative officers, employees and agents from and against any and all claims suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of Company and its employees, its officers, agents or independent successful companies in the performance of its contractual responsibilities. The Company agrees to indemnify the City and its officers, employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit demand or action. In the event that Company fails to defend the City and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and the Company shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

INSURANCE/LIABILITY

The Company shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that its workers are covered by Workers' Compensation. If the Company is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City of Mason.

The Company shall carry and keep in full force during the performance of this Agreement comprehensive general liability insurance, including public liability insurance and property damage insurance, in the minimum amount one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, with "The City of Mason" named as an additional insured party.

The Company shall furnish to the City, a Certificate of Insurance certifying the type and minimum amounts of insurance. Said Certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days before cancellation. Cancellation of Insurance will constitute a default, which, if not remedied within the thirty (30) day notification period, shall be cause for termination of the Contract.

TERMS OF CONTRACT

Performance under this proposal shall commence on October 2, 2013 and shall terminate on October 1, 2014 unless otherwise agreed to by both parties.

LIQUIDATED DAMAGES

As damages may be difficult to determine, in the event that the Company breaches this contract the amount of five hundred dollars (\$500) shall be assessed against operation as liquidated damages and not as a penalty for each day that the pool is not available for use by the City or persons permitted by the City to use pool or each day that the Company is in breach or default of this agreement.

TERMINATION

The City shall have the right to cancel this Proposal/Contract based on Company's non-performance of duties and responsibilities as follows:

The City shall notify the Company by email or by phone of any problem regarding performance as detailed in the Proposal. The Company shall have five (5) business days of notification to remedy stated violation of Proposal/Contract (the "Remedy Period") and unless emergency circumstances require a remedy sooner than five (5) business days, in which case the Remedy Period may be shortened as set forth in the City's notice.

If the Company fails to remedy the violation within the "Remedy Period" as detailed in this Proposal, the City may then cancel this Proposal/Contract by providing the Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This Proposal/Contract shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")

City shall be entitled to liquidated damages should contract be canceled based on Company's non-performance of duties and responsibilities as outlined under this section.

PAYMENTS

The City agrees to pay the Company in accordance with the Contract Documents. The Company must submit to the City of Mason, monthly, a numbered invoice(s) specifying:

- The dates of service;
- The service rendered and supporting documentation; and,
- Any purchase of materials, supplies or equipment eligible for reimbursement by the City.

Payment will result from this monthly billing. Payment will be made within thirty (30) days of receipt of a proper invoice (including substantiating documentation).

SCOPE OF WORK

ACCESS AND UTILITIES

The City will permit and maintain free access to the pool site and, upon signing the Contract, the City will provide access to the Company to open any and all locks required to provide responsibilities outlined in the proposal. Company shall keep and safeguard access and release access only to authorized personnel. Access shall be returned to the City upon conclusion of the contract or in the event of termination of this Contract.

Upon signing the Contract the City and Company will establish meeting dates and times to introduce supervisors/staff and provide training for the transition of duties as outlined in the below Scope of Work.

The City further agrees to furnish without cost to Company:

- Water and Sewer Services
- Gas and Electricity
- Garbage collection service from central dumpster on site

STAFFING

The Company shall describe a plan for maintaining a work force of sufficient size to meet the required Department of Health minimum lifeguard standards, including reserve personnel to fill vacancies during absences because of illness, vacations and holidays. A pool manager or assistant pool manager shall be on duty at all times.

The City understands the need for lifeguard training and will make good faith effort to make available use of a pool and meeting space to facilitate the training of lifeguards on a monthly basis as long as the training does not impact operations of the Center. Coordination of the use of the pool and meeting room for the training will be through City representative. The Company agrees that opportunities to generate revenue for the Center from these training programs will be made available to the City.

At the Company's request the City agrees to send a letter to current City employees acknowledging the change in operations, notifying them of any opportunities for employment with the Company and providing contact information for the Company.

PERSONNEL

All Company personnel who will work at the City's pool in fulfilling the terms of this Proposal all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Proposal.

The Company agrees to pay the following for Company's employees including all lifeguards:

- Wages
- Income Tax Withholdings (federal, state and local)
- Social Security Withholdings
- State Unemployment Insurance
- Federal Unemployment Insurance
- Workmen's Compensation Insurance

The Company shall be responsible for supervision of all personnel including any disciplinary action that may be necessary to address performance issues or behavior that is deemed unacceptable by the City. Company shall be responsible for the production and use of any necessary personnel handbooks, policies and procedures necessary to orient personnel to the operations of the pool and shall be responsible for ensuring that all policies, rules and regulations are

adhered to by employees. A copy of such handbook or rules and regulations of employee conduct shall be provided to the City prior to opening of the pool. Company management personnel will be required to visit the pool at least four times each week to check performance of all personnel. The Company must propose a procedure to resolve complaints concerning the conduct of its employees by persons using the pool.

Personnel will be trained in all appropriate aspects of pool operation by the Company. All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR and First Aid. In addition, the Pool Manager and Assistant Pool Manager will have Certified Pool Operator's (CPO) certification and a minimum of two years' experience in pool management.

Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the City and minimum safety standards as established herein. The City agrees to support the Company's lifeguards in enforcing the rules with City's patrons.

The Company will provide appropriate uniforms for all pool personnel, which personnel will wear while on duty.

Leisure Pool, Spa & Competition Pool Daily Procedures

The Company agrees to perform the following pre-opening functions as part of contract:

1. Provide lifeguards and supervisors for both pools as described in this RFP.
2. Lifeguards and lifeguard supervisors should not enter pump rooms unless upon the approval of City representative.
3. Respond to fecal incidents as required according to CDC standards and Warren County Health Department. Will notify City representative to gain access to chlorine.
4. ~~Maintain water quality of the pools in accordance with all applicable governmental rules and regulations,~~
5. Skim water surfaces to remove floating matter as necessary
6. Clean and maintain walls, gutter and skimmer of pools
7. Vacuum pools at least weekly, and more if needed
8. ~~Check pumps, strainers, and filters daily, and backwash and drain filter tanks regularly~~
9. Clean pool, the pool deck and entire areas including empty trash containers and place trash in dumpsters as outlined by the City
10. Make regular checks of locker rooms closing locker doors, picking up litter, monitoring and notifying Manager on Duty (MOD) of any issues that may need to be addressed.
11. Complete Incident/Accident reports as required
12. Clean and main guardroom. ~~chemical room and pump rooms daily~~
13. Maintain and store in their locations all safety and maintenance equipment
14. Organize and keep pool furniture clean and orderly
15. Enforce pool rules and regulations
16. ~~Check and record pump room gauge readings and flow meter readings daily and take corrective measures as indicated~~
17. Upon request, provide the City of Mason with training records and in-service training
18. Maintain documents and reports as required/requested.
19. Add Bicarbonate to Whirlpool/Spa as required. Chart will be posted.
20. Whirlpool/Spa will be cleaned the third Friday of every month beginning at noon. In any month that the third Friday of the month is a holiday the whirlpool/spa will be cleaned the second Friday of that month beginning at noon. The City will drain and restart the Whirlpool/Spa and the Company will clean.

Lou Eves Municipal Pool Procedures

Pre-Season Opening Procedures

Company will be responsible for:

- Empty offices, clean and organize
- Empty wading pool filter room, clean and organize
- Clean all lounge chairs and setup
- Bleach and clean lifeguard chairs

- Rake playground sand
- Pressure wash pool deck and concessions area
- Install concession area umbrellas
- Install umbrellas in wading pool area
- Polish all stainless
- Clean climbing wall
- Parking lot pick up
- Vacuum pool
- Weed
- Clean pool enclosure area
- Inject all necessary chemicals to establish proper levels for:
 - Free chlorine
 - Total alkalinity
 - pH
 - Calcium hardness
 - Cyanuric acid
- Thoroughly clean bathhouse

City will be responsible for the following:

- Evaluation of playground equipment
- Install computer system, phones, printers
- Install lifeguard chairs
- Purchasing new sand if needed
- Check playground shower
- Test all bathhouse sinks/showers
- Inspect umbrellas and repair as needed
- Clean out drain boxes. Install drain covers
- Inspect all drain covers, make sure installed well
- Weed all areas
- Install all ladders and handrails and climbing wall
- Test pool vacuums, repair as needed
- Order all needed supplies
- Start up stereo and test
- Wax slide
- Clean and organize main pumphouse
- Put up Funbrellas
- Check diving board
- Check flagpoles
- Update bulletin board in front of pool
 - Inspect chemical feeders
 - Inspect all filtration equipment
 - Inspect flow meters, pressure gauges, and valves
 - Mount diving boards, guard chairs, ladders and starting blocks
 - Inspect and resupply water testing supplies
 - Remove wood window covers throughout building
 - Order and store all necessary chemicals to establish proper levels for:
 - Free chlorine
 - Total alkalinity
 - pH
 - Calcium hardness
 - Cyanuric acid
- Inventory first aid supplies
- Inventory cleaning supplies

- Inventory swim lesson & life jacket supplies
- Inventory safety supplies
- Start up equipment
- Clean gutters on building
- Check building, parking lot, and outdoor pool lights (advise on need to replace light bulbs or fans)
- Install slide canopy
- Touch up painting on buildings and railings

The Company shall request a meeting with City's representative prior to opening day to discuss plans for the operation of the pool and any outstanding issues relative to the pool opening. This meeting shall include a walk through of the facility to inspect the pool area and supplies on materials on hand for operation. A training date for all staff shall be requested by the Company and include the City's representative prior to opening day to review process and expectations.

Daily Operating Procedures

- Life guarding the main pool in a professional, attentive and customer-oriented manner
- Maintaining a friendly, courteous atmosphere, while enforcing the city's pool rules for the safety, pleasure and convenience of the pool membership
- Enforce pool rules and regulations
- Checking water chemistry and recording readings every hour
- Any incident in which the pool must be closed for any period of time, City representative will be notify and details of the incident will be documented to include: date, time, description of incident. All required documents will be completed and forwarded to City representative.
- Maintaining chemical balance of pool water
- Check and record filter pressure gauge readings and flow meter readings daily, taking corrective measures as indicated
- Clean lint / hair trap
- Rake playground sand
- Keep pump room clear, organized and swept
- Backwashing filter system as needed
- Vacuuming pool daily
- Cleaning tiles around pool edges weekly, or more often, if needed
- Thoroughly cleaning bathhouse daily
- Checking, recording check of the bathhouse at least hourly for paper supplies, proper flushes, clean sinks, etc. and replenishing supplies as needed.
- Disinfecting water fountain daily and checking it hourly for cleanliness
- Thoroughly cleaning swimming pool area daily
- Clean, and dust equipment in concession area daily and disinfect counters daily
- Keep all sinks clean
- Picking up litter as it appears
- Pulling weeds from concrete, edges and planting beds as they appear
- Emptying trash daily or as needed placing trash in dumpsters
- Maintain water quality of the pools in accordance with all applicable governmental rules and regulations,
- Skim water surfaces to remove floating matter as necessary
- Clean and maintain walls, gutter and skimmer of pools
- Check pumps, strainers, and filters daily
- Clean and maintain guardroom, chemical room and pump rooms daily
- Maintain and store in their locations all safety and maintenance equipment
- Organize and keep pool furniture clean and orderly
- Check and record pump room gauge readings and flow meter readings daily and take corrective measures as indicated
- Upon request, provide the City of Mason with training records and in-service training
- Maintain documents and records as needed/requested
- Cleaning debris from ashtrays outside the bathhouse hourly

- Straightening deck furniture and cleaning as needed.

Closing (End of Season) Procedures

The pool will be considered closed to swimmers on the day after Labor Day and the Company will close the Lou Eves Municipal pool as soon after that date as Company deems possible.

The Company will complete the following services, where applicable:

- Take out lap lane and put back on reel
- Move lane line reels to pump house
- Bleach guard stands and chairs
- Organize cleaning supplies and place in hallway
- Bleach bathrooms
- Take down umbrellas and place in hallway
- Move lawn chairs and stack along side of bathhouse
- Bleach guard room
- Bleach diving boards
- Bleach trash cans, gray bins, stack and place outside pump house
- Place first aid kits, supplies and fanny packs in blue storage containers place in guardroom
- Place vacuums and power washer into guardroom
- Stack all blue trash cans in hallway
- Take rescue tubes, wooden backboard, chemical test kit to Community Center
- Fold Ping pong tables and place in pump house,
- Place pool table in pump house
- Place games at front desk (pool cues, pool balls, ping pong equipment, checkers) in plastic bin and store in office area
- ~~Unplug and clean refrigerator~~
- Take down clock and place in hallway
- Remove all trash and place in dumpster
- Bleach concession stand tables and counter
- Place all supplies brooms, dustpans etc. in pump room
- Put up danger pool closed signs, by front desk and main pump room

The City will be responsible for the following:

- Turn main pumps back on just while you are working
- Clean off gray cart, putting equipment back in blue storage unit
- Take down computer in picture room
- Clean picture room out, sweep & unplug air conditioner
- Move starting blocks to picture room, stack them on top of each other (three high)
- Clean pump room
- Move benches to hallways
- Take down all guards chairs (white chair and swivel) and store in pump house, use a bucket to store all bolts and nuts
- Take down banners on lights, roll banners up and put in trash bag (store bag in managers office)
- Take down all signs (slide height sign, slide rules, 2 general rules sign, diving boards rule, and no food sign) and store in managers office (put screws in envelope and tape envelope to a sign)
- Bleach and move baby pool lifeguard chair into picture room
- Take down pavilions and fold them up and store on top of gray lockers by bathrooms
- Clean out lost and found, store hamper in guard room
- Bring money from safe to MCC
- Empty out safe and leave door open
- Pack up office supplies in managers office and front desk put away in drawers (leave desk clear)
- Rock wall gets taken down and stored in pump room

- Stereo gets boxed up and brought inside (boxes for stereo are on top of guard lockers)
- Take apart basketball net and store in picture room
- Bleach and take down diving boards
- Cover main and baby mushroom with tarps, use bungee to secure tarps
- Cover holes on top of slide
- Backwash baby and main pool
- AED and towel goes inside in the Aquatic office
- Take out money in lockers
- Take down all three flags
- Take down ropes (slide and diving well)
- Pump pool water to correct level
- Prepare pool and pool plumbing lines for freeze protection
- Add anti-freeze to appropriate fixtures
- Drain pumps and hair/lint strainer
- Backwash and drain filter tanks
- Open all valves to appropriate settings
- Remove and store skimmer parts
- Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool
- Clean chemical feeders
- Drain and store hoses
- Lubricate filter system valves
- Add winterization chemicals to pool
- Store all pool furniture
- Other duties as necessary for the closure of the pool
- Remove and store shower heads
- Store all registers, computers and camera covered and in main office

AQUATIC OFFICE AND EQUIPMENT

The City will make available the Aquatic Office for use by the Company as a shared space with the City. The Company agrees to keep the office clean and organized. The Company will provide their own equipment as necessary to perform operations as outlined in this RFP. The City will make available WiFi capabilities for use by the Company. The Company understands that the WiFi is a public system with no QOS (Quality of Service).

INSPECTION

Company management personnel will inspect the pool at least four times each week during the full-time operation of the pool to ensure proper management and operations, maintenance of facilities and equipment, and general cleanliness of all grounds and facilities. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure City's satisfaction.

INCLEMENT WEATHER

On days with inclement weather (including rain and cold), the Company shall keep an appropriate level of personnel on site in the event that the weather would become suitable for swimming. These personnel shall be expected to perform routine maintenance and cleaning duties during such times when swimmers are at a minimum. On such days, if the weather is still unsuitable for swimming at 6:00 p.m., the pool will be closed for the day. Notification of this decision must be reported to the City Recreation Director or representative prior to closing.

In the event of severe weather including tornado warnings and electrical storms, the Company shall have the right to close the pool early. If such weather is early in the day, however, and improves to the extent that pool members would be expecting to swim, management is expected to reopen the pool.

The Company will describe their procedure for determining when and how to maintain the appropriate level of staffing during inclement weather.

WATER QUALITY

The Company will be responsible taking water quality readings and reporting those readings to City representative for Competition, Leisure Pools and Whirlpool/Spa. The City will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers for the Competition, Leisure Pools and Whirlpool/Spa.

Competition and Leisure Pools

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chloramine levels for the Competition and Leisure Pools must be maintained at less than 1 ppm	

Whirlpool/Spa

Free Chlorine	2.0 to 5.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm

The Company will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

Lou Eves Municipal Pool

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 70 ppm

At no time will the water chemistry cause a failure of permission to operate the pool granted by the Warren County Health Department. In the event the local Health Department revokes permission to operate the pool due to poor water quality, the City shall be entitled to, in addition to liquidated damages for a breach of contract, a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Proposal).

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle the City to a refund in accordance with the formula stated above.

REPAIR WORK

The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, the City shall have the option of performing the work themselves or using another contractor for repair work. All needed repair work will be communicated to the City in written format (i.e. email).

- Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to the City. Additionally, Company shall reimburse the City for volume of water lost as a result of error or negligence.

- For repair work or necessary equipment wherein the cost does not exceed \$75.00 the Company shall communicated the needed repairs to the City and perform the work, if possible, and bill the City. If the repair work is done by Company personnel not normally on duty, the labor rate shall be specified in Company's response to this proposal.
- Any work or equipment in excess of \$75.00 will be communicated to the City and the City will determine if the repairs will be performed by the Company, the City or another contractor. Any worked authorized by the City and performed by the Company will be billed to the City. Such work or equipment shall be provided only upon the authorization of the designated representative of the City.
- In the case of an emergency in which a City official was unable to be reached and in order to keep the pool operational during normal business hours or for a special event, the Company will send an e-mail to City representative and arrange for the emergency repair. The invoice for any such repairs shall be submitted directly to the City by the Company performing the work.

EMERGENCY CLOSING OF POOL

The City and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of the Contract. Any Emergency Closing of Pool by Contractor shall be reported to the City's designated representative immediately upon discovery.

VANDALISM

Any vandalism of City property shall be reported to the City's designated representative by Contractor immediately upon discovery.

RESPONSE FORMAT

<u>Tab</u>	<u>Item</u>	
I.	<i>Title Page</i>	Each Proposal shall begin with a Title Page. It should display the words "PROPOSAL FOR LIFEGUARDING AND LIFEGUARD SUPERVISION FOR THE CITY OF MASON". It should also have the name of the company, and the name of the person authorized to obligate the company.
II.	<i>Table of Contents</i>	Each Proposal shall have a Table of Contents.
III.	<i>Management Summary</i>	Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
IV.	<i>Proposal</i>	Describe in detail how the service will be provided, paying particular attention to the areas where the City has requested detail, and a service contract fee(s).
V.	<i>Corporate experience and capacity</i>	Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.

- VI. *Personnel* Describe the numbers and qualifications of personnel to be on staff and the general services to be provided. Indicate the level of involvement by principals of the Company in the day-to-day operation of the contract.
- VII. *References* Give at least three references for contracts of similar size and scope, including at least two references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible person.
- VIII. *Acceptance of conditions* Indicate any exceptions to the general terms and conditions of the bid document and to insurance and/or any other requirements listed.
- IX. *Additional data* Provide any additional information that will aid in evaluation of the response.

**PROPOSAL
AND LEGAL FORMS**

The following forms MUST BE COMPLETED and submitted with Contractor's response to those items referenced in the Required Response Format:

1. This Proposal Package shall be submitted for the Proposal
2. Company Information Sheet
3. Proposal
4. References
4. Certificate as to Interest
5. Personal Property Tax Affidavit

COMPANY INFORMATION SHEET

ATTENTION COMPANY: Please complete this form and submit with it with completed proposal.
(Please Print)

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

HOME NUMBER: _____

E-MAIL _____

PAGER NUMBER: _____

PROPOSAL

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the Contract Documents, and Specifications entitled:

REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES FOR THE CITY OF MASON

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

DESCRIPTION	COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$
Total Cost to provide services for the Lou Eves Municipal Pool	
Total Cost to provide services for all three pools.	\$
Per Hour Cost of Services Competition Pool	Supervisor \$ _____ Per Guard \$ _____
Leisure Pool	Supervisor \$ _____ Per Guard \$ _____
Lou Eves Municipal Pool	Supervisor \$ _____ Per Guard \$ _____
Cost per hour for personnel to perform repair work, if applicable	\$
	\$
	\$
	\$

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company _____

Address _____

Telephone _____ By _____

Date _____ Title _____

REFERENCES

Reference 1:

Name: _____

Address: _____

Phone No. _____

E-mail _____

Reference 2:

Name: _____

Address: _____

Phone No. _____

E-mail _____

Reference 3:

Name: _____

Address: _____

Phone No. _____

E-mail _____

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO :
 : **SS**
COUNTY OF HAMILTON :

_____, being first duly cautioned and sworn, make the following statement of his/her own person knowledge:

That I am the _____ (Designated Officer or position with Company of the

_____ (Company Name) that following

(Designate Specific Contract).

At the time the proposal was submitted, my Company, Entity or Organization was not charged with owing any delinquent property taxes on the general tax list of personal property in the State of Ohio or in any County thereof, and that to the best of my knowledge said Company has no outstanding or unpaid delinquent personal property taxes, penalties or interest.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

Sworn to before me and subscribed in my presence this ___ day of _____, 2008.

Seal

Notary Public

CERTIFICATE AS TO INTEREST

_____, being the _____
(Name) (Position)

of _____, the bidder which submitted the foregoing proposal
(Company Name)

for the:

**REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES
FOR THE CITY OF MASON**

in the City of Mason deposes and says that _____
(Company Name)

is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the City Council, head of any department or any employee therein or any office of the City of Mason is directly or indirectly interested in said contract.

Company Name

By: _____

Title: _____

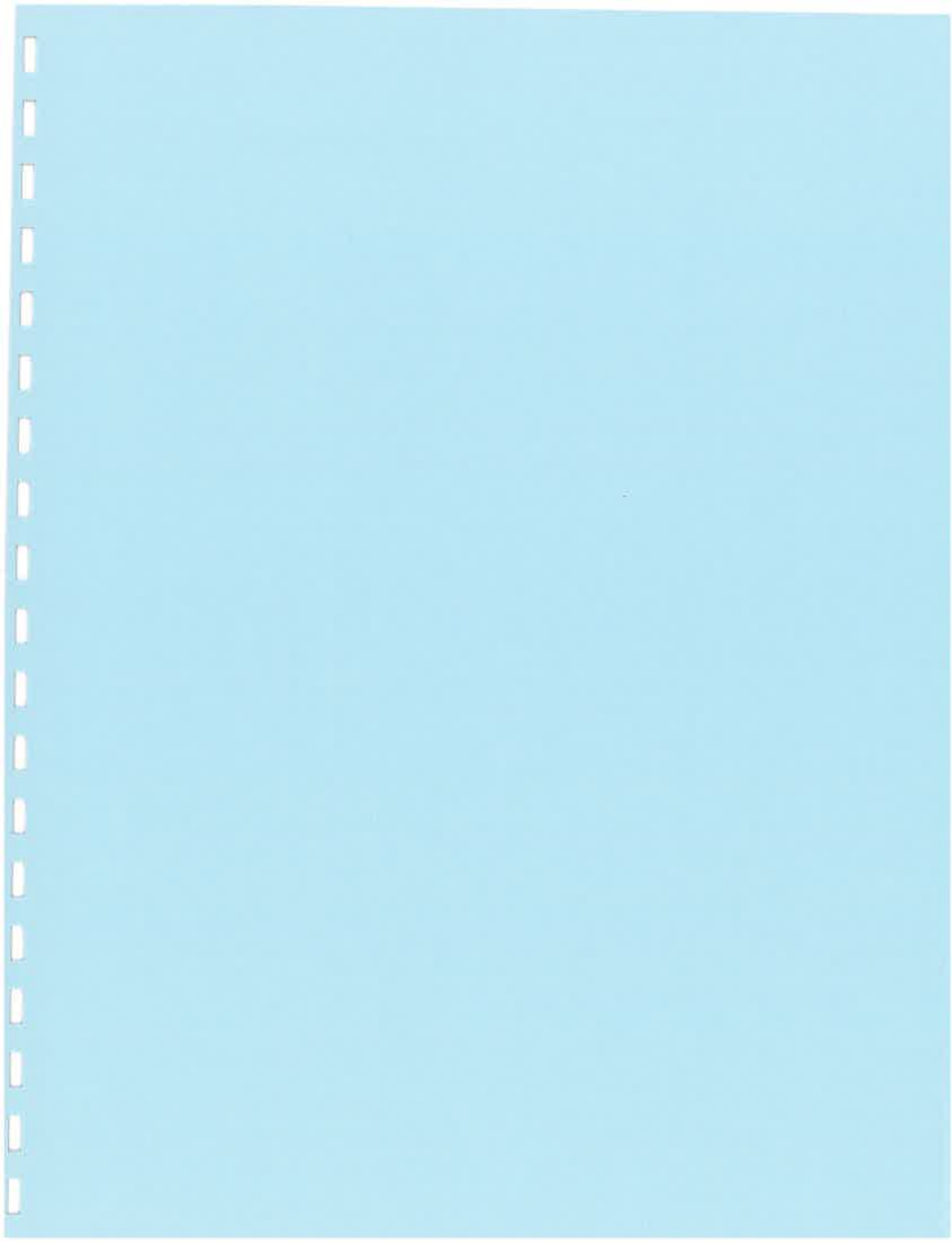
Sworn to before me and subscribed in my presence this ____ day of _____, 2008.

Notary Public

2013 MASON COMMUNITY CENTER HOLIDAY HOURS

DATE	HOLIDAY	HOURS	AVAILABILITY
January 1	New Year's Day	8 a.m. - 8 p.m.	Full facility access. Holiday Group Exercise and Pool schedules in effect. Visit www.imaginemason.org for details. Post office closed.
January 21	Martin Luther King Jr. Day	5 a.m. - 11 p.m.*	Full facility access.
February 18	Presidents' Day	5 a.m. - 11 p.m.*	Full facility access.
March 31	Easter	12 - 4 p.m.	Limited facility access. The fitness center, gymnasium, track, and locker rooms are open. All other areas of the facility are closed and regularly scheduled drop-in group exercise programs are cancelled.
May 27	Memorial Day <i>Camp Pool</i>	6 a.m. - 12 p.m. <i>7 a.m. - 12 p.m.</i>	Limited facility access. The fitness center, gymnasium, track, and locker rooms are open. All other areas of the facility are closed and regularly scheduled drop-in group exercise programs are cancelled.
July 4	Independence Day	6 a.m. - 12 p.m.	Limited facility access. The fitness center, gymnasium, track, and locker rooms are open. All other areas of the facility are closed and regularly scheduled drop-in group exercise programs are cancelled.
September 2	Labor Day <i>Camp Pool</i>	6 a.m. - 12 p.m. <i>7 a.m. - 12 p.m.</i>	Limited facility access. The fitness center, gymnasium, track, and locker rooms are open. All other areas of the facility are closed and regularly scheduled drop-in group exercise programs are cancelled.
November 28	Thanksgiving Day <i>Camp Pool</i>	6 a.m. - 12 p.m. <i>Closed</i>	Limited facility access. The fitness center, gymnasium, track, and locker rooms are open. All other areas of the facility are closed and regularly scheduled drop-in group exercise programs are cancelled.
November 29	Day After Thanksgiving	5 a.m. - 10 p.m.*	Full facility access.
December 24	Christmas Eve <i>Camp Pool</i>	5 a.m. - 5 p.m.* <i>7 a.m. - 12 p.m.</i>	Full facility access. Holiday Group Exercise and Pool schedules in effect. Visit www.imaginemason.org for details.
December 25	Christmas Day	12 - 4 p.m.	Limited facility access. The fitness center, gymnasium, track, and locker rooms are open. All other areas of the facility are closed and regularly scheduled drop-in group exercise programs are cancelled.
December 31	New Year's Eve <i>Camp Pool</i>	5 a.m. - 5 p.m.* <i>7 a.m. - 12 p.m.</i>	Full facility access. Holiday Group Exercise and Pool schedules in effect. Visit www.imaginemason.org for details.

*Premier/Basic hours apply.



COMPANY INFORMATION SHEET

ATTENTION COMPANY: Please complete this form and submit with it with completed proposal.
(Please Print)

COMPANY NAME: SwimSafe Pool Management, Inc.

CHIEF EXECUTIVE OFFICER: Cary Belyea

ADDRESS: 107 Commerce Blvd.
Loveland, OH 45140

PHONE NUMBER: 513 755 7075 ext. 1

FAX NUMBER: 513 755 7075

PROJECT CONTACT PERSON: Cary Belyea

PHONE NUMBER: 513 755 7075 ext. 1

HOME NUMBER: 513 755 8009

E-MAIL: cary@swimsafepool.com

PAGER NUMBER: 513 505 0938

PROPOSAL

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the Contract Documents, and Specifications entitled:

REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES FOR THE CITY OF MASON

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

DESCRIPTION	COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$ 452,500. ⁰⁰
Total Cost to provide services for the Lou Eves Municipal Pool	\$ 147,000. ⁰⁰
Total Cost to provide services for all three pools.	\$ 599,500. ⁰⁰
Per Hour Cost of Services Competition Pool Leisure Pool Lou Eves Municipal Pool	Supervisor \$ <u>25.00</u> Per Guard \$ <u>20.00</u> Supervisor \$ <u>25.00</u> Per Guard \$ <u>20.00</u> Supervisor \$ <u>25.00</u> Per Guard \$ <u>20.00</u>
Cost per hour for personnel to perform repair work, if applicable	\$ 75.00
	\$
	\$
	\$

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company SwimSafe Pool Management, Inc.
 Address 107 Commerce Blvd, Loveland, OH 45140
 Telephone 513 755 7075 By Cay Belyee
 Date 8/5/13 Title President / CEO

REFERENCES

Reference 1:

Name: David Nichols
Address: Village of Evendale
Phone No. 513 563 2247
E-mail _____

Reference 2:

Name: Jolie Machon
Address: City of Montgomery
Phone No. 513 792 8316
E-mail _____

Reference 3:

Name: Evonne Kovach
Address: Village of Greenhills
Phone No. 513
E-mail _____

CERTIFICATE AS TO INTEREST

Cary Belyea, being the President/CEO
(Name) (Position)

of SwimSafe Pool Management, Inc., the bidder which submitted the foregoing proposal
(Company Name)

for the: Proposal For Lifeguarding and Lifeguard Supervision
For the City of Mason

**REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES
FOR THE CITY OF MASON**

in the City of Mason deposes and says that SwimSafe Pool Management, Inc.
(Company Name)

is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the City Council, head of any department or any employee therein or any office of the City of Mason is directly or indirectly interested in said contract.

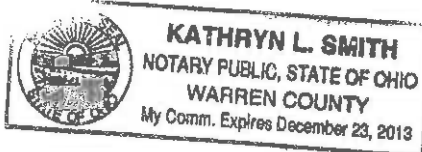
SwimSafe Pool Management, Inc.
Company Name

By: Cary Belyea

Title: President/CEO

Sworn to before me and subscribed in my presence this 31 day of July, ~~2008~~ 2013

Kathryn L. Smith
Notary Public





**Pool Management Proposal
Summary CITY OF MASON
COMMUNITY CENTER INDOOR POOLS
LOU EVES MUNICIPAL OUTDOOR POOLS**

Summary of Services Included:

Mason Community Center (Indoor Pools)

- Open year round
- Regional Supervisor – 5 visits per week
- Company President/CEO on site weekly
- Director of Aquatic Safety – full time year round on-site employee
- Supervisors – experienced on-site
- Lifeguards – ongoing training
- Daily pool cleaning and chemical checks
 - Includes bathrooms and decks
- Community Outreach Programs, Lifeguard and CPR training, Pool Safety
- Back up pumps, motors, filters so your pool never experiences any downtime
- Full-time Experienced Construction & Repair
- 24/7 emergency on call services included
- \$5,000,000 in general and professional liability insurance

Total Price: \$452,500.00

Lou Eves Municipal (Outdoor Pools)

- May 24 - September 1, 2014
- Regional Supervisor – 5 visits per week
- Company President/CEO on site weekly
- Pool Managers – CPO certified
- Lifeguards – ongoing training
- Price Includes all Special Events listed in RFP
- Plus 4th of July Party with games and prizes
- Plus Games and prizes for COM employee party
- Pre-season pool opening as specified in RFP
- Post-season pool closing as specified in RFP
- Daily pool maintenance and cleaning
 - Includes bathrooms, decks, concession area
- Back up pumps, motors, filters so your pool never experiences any downtime
- Full-time Experienced Construction & Repair
- 24/7 emergency on call services included
- \$5,000,000 in general and professional liability insurance

Total Price: \$147,000.00

Grand Total Price: \$599,500.00

A little more about SwimSafe:

Founded by Cary Belyea in 2005, SwimSafe Pool Management is a family-owned company that provides comprehensive pool management services to Tri-State area facilities. Drawing on 25 years of pool management experience, Cary has led SwimSafe's consistent growth which led to being named one of the **Fastest 55** growing companies in the region for 2012 by the Business Courier. In addition, SwimSafe's emphasis on personal service has resulted in a customer retention rate of nearly 100%.