

# REQUEST FOR PROPOSALS

FOR THE  
MANAGEMENT AND OPERATION OF THE  
MARIEMONT SWIM CLUB

**ISSUED:** 10/18/2021

**PROPOSALS DUE:** 11/12/2021

**CONTACT PERSON:**

Mandy Rohal

Pool Commission Member

[mandyrohal@yahoo.com](mailto:mandyrohal@yahoo.com)

513-257-7249

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**REQUEST FOR PROPOSALS (RFP)**  
FOR THE  
MANAGEMENT AND OPERATION OF  
MARIEMONT SWIM CLUB

1. **INTRODUCTION** - The Village of Mariemont is seeking proposals from qualified service providers to manage and operate its outdoor swim club during its 2022 seasons. Three additional one-year contract extensions may be executed at the exclusive option of the Village of Mariemont. The successful firm will be required to do all things necessary to open the facility, maintain, manage, operate staff, and to prepare the pools and facility for the winter while at all times utilizing qualified professional staff.

2. **GENERAL OVERVIEW AND PROVISIONS**

The following sections describe the basic rules governing the Request for Proposal (RFP) process.

- 2.1 Purpose of this Request for Proposal

The purpose of this Request for Proposal is to seek proposals which meet the specifications listed in Section 4 of this RFP. It is the Village of Mariemont's intention to select the proposal which best meets its anticipated needs at the lowest cost. All proposals will be evaluated in accordance with the criteria listed in Section 3, Paragraph 3.10 of this RFP.

- 2.2 Scope of the RFP

This RFP is not an offer to purchase, but a request to receive proposals. It contains instructions for venter responses and requirements that must be met for vendors' eligibility. The Village of Mariemont reserves the right to accept or reject any or all proposals and award the contract that is in the best interest of the city. Although the vendor must submit a proposal for the entire RFP, the Village of Mariemont reserves the right to accept or reject any part or segment of the total proposal. Vendors may be excluded from further considerations for failure to fully comply with the specifications of this RFP. It is each Vendor's responsibility to read the entire RFP, submit all questions, and submit completed RFP responses by the required dates indicated in Section 2, Paragraph 2.4 of this Document.

## 2.3 Laws

- 2.3.1 All laws of the United States, and the State of Ohio, as well as the ordinances of the Village of Mariemont, Ohio, insofar as they apply are made a part hereof.
- 2.3.2 This RFP, and any subsequent contract as a result of this RFP, will be governed by and construed in accordance with the Laws of the State of Ohio. The site of any legal action, or dispute pursuant to this RFP or subsequent contract(s) shall be in Hamilton County, Ohio.
- 2.3.3 Except to the extent that the provisions of this RFP or contract(s) are clearly inconsistent therewith, this RFP or contract(s) shall be governed by the applicable provisions of the Uniform Commercial Code as adopted by the State of Ohio. To the extent that this RFP or subsequent contract(s) entails delivery or performance of services, such services will be deemed "Goods" within the meaning of the Uniform Commercial Code.
- 2.3.4 Vendors must also provide a disclosure of any pending or threatened court actions and/or claims against the firm, parent company or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal.

## 2.4 Project Schedule

The Village of Mariemont anticipates adhering to the following RFP schedule. This schedule may be modified by the Village of Mariemont, at its sole discretion. The Village of Mariemont will attempt to inform interested firms of any changes in the schedule by a method of its choosing.

ACTION	DATE
1. RFP issued and advertised	10/20/21
2. Optional Pre-Bid Meeting	Week Of Nov 2
3. Proposals due (2 pm)	11/12/21
4. Contract Award — Notice of Intent	12/7/21
5. Contract Sign Off	12/20/21
6. Contract Commencement	1/1/2022

### 3. THE RFP PROCESS

This section provides particular instructions for various steps in the RFP process. All firms should pay particular attention to Section 3, Paragraphs 3.5: Submitting Proposals, 3.6: Proposal Format, 3.10: Evaluation Criteria, and Section 4, the Specifications. All firms must write a business plan explaining how they will provide the services set out in the Specifications. The business plan will be judged according to the Evaluation Criteria stated in Section 3, Paragraph 3.6.6.

#### 3.1 Responsibilities

3.1.1 All proposing firms are responsible for being thoroughly familiar with all provisions of this RFP, any subsequent addenda, the facilities involved and the specifications contained herein. The failure of any firm to do the foregoing does not relieve the firm from any obligation with respect to the proposal submitted.

3.1.2 All firms or persons considering the submission of a proposal are obligated to provide an Executive Summary in accordance with Section 3, Paragraph 3.6.3, with their current address, telephone number and facsimile number upon receipt of this RFP.

#### 3.2 Proposal Inquiries

3.2.1 All inquiries concerning this RFP, the facilities involved or the specifications should be submitted in writing (email) to:

Mandy Rohal

Pool Commission Member

[mandyrohal@yahoo.com](mailto:mandyrohal@yahoo.com)

Phone: 513-257-724

No oral questions will be entertained by the Village of Mariemont. Any firm attempting to contact any Village of Mariemont official or employee other than the above referenced individual, in writing, may result in proposal rejection. Any verbal statements made by any employee of the city, shall not be legally binding.

3.3 Proposing firms must tour the Facility. Questions arising during this tour will be addressed as determined by the Village of Mariemont.

3.3.1 Please contact Mandy Rohal at 513-257-7249 to schedule the optional pre-bid meeting.

#### 3.4 Addenda

In the event that modifications, clarifications, or additions to the RFP become necessary, all firms will be notified and will receive, in writing (email), the addenda.

The firm shall acknowledge receipt of all addenda on their Proposal Form, attached hereto as Appendix "B".

### 3.5 Submitting Proposals

- 3.5.1 All proposals must be complete, including cost information and signatures by a firm's representative authorized to bind the firm, corporation or partnership or other business entity. Any exceptions or proposal to offer an alternative to meet the requirement must be noted and explained as to how the alternative offered will meet the intent of the RFP. Any proposal which is incomplete, conditional, contingent, obscure, or which contains irregularities of any kind, may be rejected. Similarly, the Village reserves the right to waive any irregularities and award the bid that is in the best interest of the village. Proposals not received by the specific date described in Section 2, Paragraph 2.4 of this document may be rejected.
- 3.5.2 No person, firm or corporation shall be allowed to make, file or to be interested in more than one (1) proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a sub proposal to a proposing firm, or who has quoted prices on materials to a firm, is not hereby disqualified from submitting a sub proposal or quoting prices to other proposing firm.
- 3.5.3 In submitting a proposal, the firm affirms that the proposal is genuine and not collusive or a sham and that the firm is not financially interested in, or otherwise affiliated in a business way with any other firm on the same contract.
- 3.5.4 In submitting a proposal, each firm shall affirm that all statements contained in the proposal are true and accurate.
- 3.5.5 Facsimiles of proposals will NOT be accepted.
- 3.5.6 Preparation of Proposal
- The preparation of a proposal must not deviate from the noted requirements and should provide clear and concise information to satisfy the requirements.
- 3.5.7 Proposal Cost — Costs incurred developing proposals are to be entirely borne by the proposing firms and will not be reimbursed under any circumstances. All supporting documentation and manuals submitted with this proposal will become the property of the Village of Mariemont. All proposals and associated documents are public records.

3.5.8 Number of Copies - One (1) signed original and two (2) copies of sealed written proposals must be received at the Village of Mariemont Administration Building 6907 Wooster Pike, Cincinnati, OH 45227 up to the hour of 2:00 p.m. on November 12<sup>th</sup>, 2021.

3.5.9 Authorized Recipient of Proposal — Send all proposal materials to:

Village of Mariemont

ATTN: Mandy Rohal-Pool Commission

6907 Wooster Pike

Cincinnati, OH 45227

Envelopes should be clearly marked as follows:

**PROPOSAL FOR THE MANAGEMENT AND  
OPERATION OF THE  
MARIEMONT SWIM CLUB**

The submission date/time is stated in Section 2, Paragraph 2.4 of this Document. Any proposal received after that will be considered late and may be rejected. A proposal can be withdrawn at any time if requested, in writing, and delivered to the Village of Mariemont Administration Building 6907 Wooster Pike, Cincinnati, OH 45227 24 hours prior to the bid opening, at which time the proposal will be considered firm.

Proposal Format - Proposals must be formatted in accordance with this section. Any proposal submitted in a format other than that specified herein may not be considered for contract award. If for any reason the proposal is incomplete or questions are unanswered, the proposal may be rejected. Proposals will be considered incomplete if they do not bear the signature of an agent of the firm who is in a position to bind the firm to a contract. The proposal must include all costs associated with providing the services and/or equipment identified in this RFP. The proposal shall consist of a transmittal letter and five (5) sections plus the applicable forms in the appendix. See Section 3, Paragraphs 3.5.10, 3.5.11, 3.5.12, 3.5.13, 3.5.14, and 3.5.15 for section descriptions and requirements.

3.5.10 Letter of Transmittal

Each proposal must include a letter of transmittal that includes the signature of an authorized representative of the proposing firm.

### 3.5.11 Section One — Table of Contents

Section One should be a Table of Contents indicating on which page each of the following sections begins.

### 3.5.12 Section Two — Executive Summary

The Executive Summary should be a succinct document which describes the major features of the proposal, including specific costs and services. The Executive Summary should not exceed five (5) pages in length.

### 3.5.13 Section Three — Responsible Party

This Section should supply the name, address, phone and fax numbers of the company or individual submitting the proposal. Include the name of the person who can be contacted and is authorized to answer questions regarding the proposal.

### 3.5.14 Section Four — Ownership Information

This Section should identify how the company is owned, the year the company was established and the former name(s) of the firm, if applicable. Also, identify the state in which the company is incorporated, if applicable.

### 3.5.15 Section Five - Business Plan

The Business Plan must identify the nature of the services being proposed and a detailed description of how the Bidder proposes to operate, staff and manage the pool facility. The Business Plan is not to exceed 15 pages in length, excluding any exhibits or appendices the Bidder may choose to submit. At a minimum, it must address each of the Village of Mariemont's specifications listed in Section 4 of this RFP.

## 3.6 Questions During Selection Period

If questions arise regarding clarification of a proposal during the proposal evaluation process, the Village of Mariemont will contact the designated proposing firm's representative. All expenses incurred to answer these questions will be the responsibility of the proposing firm.

## 3.7 Awarding of Contract

3.7.1 A contract will be awarded by the Village of Mariemont on the basis of the Lowest and Best Responsible Proposal. The Village of Mariemont reserves the right, in its



discretion, to accept the lowest and best proposal which may or may not necessarily be the lowest cost proposal. The criteria for awarding a contract is outlined in Section 3, Paragraph 3.1 of this document. The schedule for awarding the Contract is outlined in Section 2, Paragraph 2.4 of this Document.

- 3.7.2 The Village of Mariemont may make all investigations it deems necessary to determine the ability of the firm to provide the goods or services required by this RFP. The firm shall furnish to the Village of Mariemont all such information and data for this purpose as the Village of Mariemont may request. The Village of Mariemont reserves the right in determining the lowest and best proposal, the degree to which the evidence submitted by, or investigations of, such firm satisfies the Village of Mariemont that such firm is properly qualified to perform the obligations required by this RFP.

### 3.8 Identification of RFP Terms

The Village of Mariemont reserves the right to waive any informality or other matters which, in the Village of Mariemont's opinion, do not affect the competitiveness of the proposal.

However, a failure to comply with the terms of the RFP may be considered by the Village of Mariemont in determining whether a proposal is the "lowest and best."

### 3.9 Evaluation Criteria

The purpose of this RFP is to indicate certain minimum requirements. It is intended that the Village of Mariemont will select the proposal which BEST meets its anticipated needs at the lowest cost. In making the award of any contract, the Village of Mariemont's evaluation of the lowest and best firm will include, but will not be limited to, the following criteria:

- 3.9.1 Overall responsiveness, viability and completeness of the proposal as well as the likelihood that, in the Village of Mariemont's discretion, the proposal BEST meets or exceeds the Village of Mariemont's specifications.
- 3.9.2 Evaluation of the Bidder's overall Business Plan with some emphasis placed on how the Bidder proposes to operate, manage and staff the facility.

### 3.10.2 Firms demonstrated experience with similar operations and references

### 3.10.3 Proposal cost in relation to services provided

3.10.4 Firm's financial ability to provide the requested services

3.10.5 Firm's litigation and claim history whether from the operation of a pool or other operations of the firm.

3.10.6 Any other factors considered relevant by the Village of Mariemont and demonstrated by the proposal or investigation by the Village of Mariemont.

### 3.10 Consideration

The consideration to be paid by the Village of Mariemont for the goods or services set out in the specifications and the RFP will not be paid by the Village of Mariemont until the goods and services are delivered to the Village of Mariemont, at the location specified in the RFP, have been accepted by the authorized Village of Mariemont authority and all titles, licensing, or other evidence of ownership has been provided to the Village of Mariemont.

## 4. Specifications

### 4.1 Operations

#### 4.1.1 Pre-season duties

Start-up - operator is to specify what steps will be taken in preparing the facility. Duties will include, but not limited to: clean bathhouse including scrubbing all floors with appropriate cleaners, washing down walls, cleaning all toilet facilities, waxing all porcelain with a paste wax, scrubbing pool deck recliners and chairs, "dewinterizing" facility, i.e., toilets, showers, pump room. All cleaning supplies and pool vacuums are to be provided by the operator.

Cleaning of the pool, deck, and bath pool gutter debris prior to putting water in the pools.

Operator will put water in all of the pools and balance the chemicals appropriately.

Operator shall be responsible for ordering and stocking adequate quality and quantity of pool water sanitation chemicals, for the entire pool season(s) and facility, at its cost.

Operator shall be responsible for ordering and stocking adequate quality and quantity of paper products (soap, toilet paper, paper towels, trash can liners).

Operator to install handicap lift at Main and Lap Pool.

Operator to install ladders, lifeguard chairs, starting blocks, backstroke flags, and lane lines.

Operator will conduct the inspection completed by the Hamilton County Board of Health to get official clearance to open the pool.

Concession stands shall be fully stocked and ready prior to opening weekend. All appliances and surfaces areas cleaned. Work with Coca-Cola to make sure taps and machine is fully functioning. Ensure proper approvals from the Board of Health prior to opening.

- 4.1.2** Operational dates and times for the 2022 season will begin Memorial day weekend and then open daily and will remain open until Labor Day. Operational hours are 10 AM – 8 PM. Pool hours change once Mariemont City Schools goes back in session to 4PM-8PM. There is potential that we would like a lap swim early morning hour a few times a week.

There is a dip in pool attendance in the month of August (weekdays) where 1 lifeguard in each pool would be sufficient staffing.

**Swimming Team:**

Operator will work with Swim Team Head Coach on special hours and needs, as required.

Swim team practices start the first weekday once school is out Monday thru Friday. Operator needs to staff the morning swim practice with four (4) swim team instructors.

Operator will remove deck chairs from the lap pool deck prior to each home swim meet. A computer table and starting signal will need to be moved into place and functioning. There are typically four home meets.

Operator will staff appropriate number of lifeguards for swim meets.

Operator shall staff and operate concessions during swim meets. Season concludes third week of July.

**Swimming Lessons:**

Operator is to propose and provide a full program plan or supplemental programs. Operator will need to staff 2 lifeguard/swim instructors to assist with Swim Lessons. For the 2021 season, swim lessons ran Monday-Thursday 10AM-12PM for 6 weeks. There was also an option for an evening weekday lesson.

Swim Lessons must follow the Red Cross Swimming Levels. See Appendix B “Red Cross Swimming Levels” for a details on the levels.

**Special Events & Programs:**

The Village of Mariemont Pool Commission establishes a summer calendar of special events (relay races, movie night, junior high pool night, Sundae Sunday’s, Food Truck

nights, etc). The calendar of events will be supplied to the Operator for knowledge and appropriate staffing if after normal business hours.

#### Recruiting and Training Personnel.

- a. All persons employed by the Successful proposing firm and the Successful firm itself must be licensed to do the work being performed in accordance with all federal, state and local laws and regulations.
- b. The Successful firm must explain the steps to be taken by them as well as those licenses held by the Successful firm to assure that only properly qualified and licensed persons perform services under the terms of this contract.
- c. A policy of employing only those who possess the required skills and experience for the job classification shall be implemented.
- d. Written, personnel policies governing behavior, substance abuse and relations with persons using the pool shall be provided and approved by the Mayor of the Village of Mariemont.
- e. The Successful firm's employees shall wear appropriate uniforms provided by the operator.
- f. The successful firm must propose a procedure to resolve complaints concerning the conduct of its employees by persons using the pool. The Mayor of the Village of Mariemont shall have authority to request that the successful firm resolve any dispute which arises concerning employee conduct or request that the successful firm remove an employee from his or her position at the Mariemont Swim Club if a dispute is not adequately resolved to the satisfaction of the Mayor.
- g. Background checks will be required of any employee hired by the firm.

- 4.1.3 Concessions -Successful firm shall maintain a work force of sufficient size to handle the contract and meet the demands of the patrons of the facility. Operator shall be responsible for purchasing all food and drink products and accessories necessary for the successful operation of the concession stand. The Village shall reimburse operator its direct cost (no markup) of food and drink products and accessories.

The operator shall provide the ability to use cash and debit/credit cards for a patron to purchase food at the concession stand.

The operator shall provide menu and pricing of items to be sold at the concession stand for Village of Mariemont Pool Commission approval prior to season.

It is the responsibility of the successful firm to make sure all equipment is in working order and all items offered are available for purchase. It is also the responsibility of the firm to evaluate all concession items and make changes based on sales data.

The Village also requests that the firm manage concession stock to avoid a large inventory of items left over at the end of the season.

- 4.1.4 Contract Term — The length of performance under this contract shall run on or about October, 2022. Should weather conditions prevent these starting and ending dates, adjustment can be made with the approval of the Village of Mariemont. This contract term will run yearly.
- 4.1.5 Personnel are employees of the selected firm, not the Village of Mariemont [but this firm shall provide the pay rate (hourly) ranges, by position, for each year of the contract term. The amount of the contract will be adjusted by the number of guards hired in each category. Firm shall propose the process of how employees receive performance raises, i.e., during the season and/or after the season and/or rehiring for the following season, WSI certificate. If Federal Law raises minimum wage during the period of the contract, firm shall propose, if necessary, revised process of position wages and performance raises.]
- 4.1.6 All money collected from pool operation, including but not limited to, annual memberships, daily entrance fees, concessions, swim lessons fees, swim team fees will be deposited with the Village of Mariemont within twenty-four (24) hours of receipt by successful firm. The chosen firm will be compensated solely by invoices paid by the Village of Mariemont under terms and conditions of the contract.

Successful firm, will use a method devised by the Village of Mariemont to keep track of daily attendance.

4.1.7 Daily Duties in Opening and Closing the Facilities

A daily schedule for cleaning, opening, and closing the pool and pool grounds, including the parking lot, shall be proposed by the successful firm. The Successful firm shall remove daily all trash, garbage and debris from the swimming pool/deck/parking lot/concession area. Successful firm will be responsible for placing all trash, garbage and debris generated by the operation in garbage BINs and set out for collection on appointed day. The entire area shall be kept, at all times, clean and neat in appearance.

Daily Tasks Shall Include but not limited to:

Watering all window boxes and planters around pool deck and pulling weeds in flower beds inside of the fence.

Blowing all debris off pool deck and basketball court

Clean all deck drains of debris

Ongoing removal of trash dropped on pool deck and in pool house

Ongoing removal of debris that gets trapped in pool near stairs/gutters

Ongoing cleaning of trash in the grassy area and basketball courts

- 4.1.8 The successful firm shall have the responsibility for ensuring that **high standards** of sanitation, cleanliness and safety exist at all times (i.e cleaning bathrooms, cleaning up soda & food spills, picking up trash, cleaning deck drains, etc). The successful firm shall ensure trash cans are never completely full/overflowing. The Successful Bidder shall maintain a clean and neat appearance in all offices, restrooms, pump room, storage area, front entrance and pool deck. If the successful bidder does not maintain the facility as outlined in this section, the Village will notify the firm in writing of any issues/complaints/breach of contract. The firm must submit a response to the Village within 5 days outlining any corrective action step(s) taken to ensure this issue is resolved to the satisfaction of the Mayor.

The successful firm shall adhere to all applicable City, County, State and Federal laws concerning sanitation, water quality, cleanliness and safety. A representative of the Hamilton County Health Department will be an authorized inspector of the successful firm's responsible area regarding the cleanliness and safety of the overall operation. They will report the results of their inspection to the Mayor who will initiate the appropriate action. The successful firm will submit a detailed monthly report to the Pool Commission to report will include, but not limited to, problems that developed and how they were solved and any suggestions that may help in the operation of the pool.

4.1.9 Number of Personnel on Duty/Manager on Duty

Successful firm 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. If the successful bidder, at any point during the pool season, fails to provide sufficient lifeguards as outlined by the Ohio Department of Health minimum lifeguard standards and/or the number of lifeguards outlined in this bid, the Village can take action against the bidder which includes liquidated damages and termination of this agreement as outlined in section 5.8.1.2.

A pool manager (off rotation) will be present at the pool during the hours of 10-4. They will be responsible for greeting members, establishing rapport, social media posts, ensuring life guards are performing, walking the pool deck for feedback, working with the Pool Commission on initiatives, and overall making sure all members are satisfied with the day to day operations.

An assistant pool manager shall be on duty at all other times.

The pool manager and assistant pool manager must be an adult over 18 years of age who is capable of managing staff and ensuring staff fulfill all duties outlined in this

contract. A list of pool managers and assistant managers must be submitted to the Village at the beginning of each pool season.

4.1.10 Swim lessons —The proposal should include the following details; who teaches - when offered -size of class- number of sessions - age divisions ability levels.

4.1.11 Swim Team Exclusion for Coaches/Inclusion for Event staffing.

The Village of Mariemont has selected a Swim Team Head Coach and Assistant Coach.

There will usually be up to four (4) home swim meets during the season. Member swimming, on swim meet dates, will end no earlier than two hours before each meet.

The successful firm will be responsible for preparing the pool area for each meet. This shall include removing lounge chairs and umbrellas from lap pool deck and setting up computer table for meet.

The pool area must be ready for regular operations at the opening of the next day.

Maintenance of a work force of sufficient size must be scheduled during swim meets.

4.1.12 Close of season duties

Entire cleaning and organizing of bath house, mechanical rooms, concession stand and storage areas; police grounds for leftover litter; secure/store chairs, guard chairs, ladders, tables, umbrellas, all circulation equipment; drain water and winterize pools and all components at swimming pool, i.e., toilets/showers/wading pool, drinking fountains ; and remove all chemicals.

Operator should bring to attention any facility needs that need addressed to ensure ease of opening during the next swim season.

4.2 Repair / Maintenance

4.2.1 Successful firm will be responsible for the reimbursement, repair or replacement and restoration of any damaged area due to careless or accidental use of equipment or machinery. Successful firm will be responsible to repair or replace site amenities such as but not limited to, fences, signs and/or appurtenances, i.e., toilets, damaged or destroyed by careless labor or careless or accidental use of equipment or machinery in the performance of the contract, to the satisfaction of the Village.

4.2.2 Maintenance to be performed by Successful firm

Successful firm shall be responsible for all cleaning and/or minor repair(s) ((labor and costs)). Cleaning and/or repairs of the following; pool(s), deck, building (bathhouse) appurtenances, i.e., toilets, shower heads, urinals, and for proper use and care of circulation/filtration systems. For the purposes of this article, minor repairs shall be defined as those individual repairs costing \$500 or less.

#### 4.2.3 Repairs to be discussed and agreed upon by the Village of Mariemont

Any major repair(s) (including structure, plumbing, electrical, glass, filtration and chlorination systems) shall be discussed with the Village of Mariemont prior to completing. At minimum, 2 bids from qualified professionals shall be obtained by operator. Major repairs shall mean those in excess of \$500 in cost.

#### 4.2.4 Capital Improvements

Successful firm will play an active role with the Pool Commission in long term planning and upgrading of the facility—giving suggestions on what works/does not work at other comparable facilities. If improvements are approved by the Village Council, The Village of Mariemont would like the firm to project manage the project and keep all parties abreast of current timelines and risks.

## 5. Contract Terms and Conditions

The commitments set forth in the selected proposal shall be considered obligations of the selected firm. The terms of the RFP, other applicable addenda, and the proposal shall be incorporated into the final contract documents. The terms and conditions are outlined in this section. The Village of Mariemont reserves the right, in its sole discretion, to amend/modify the terms and conditions of the contract. The Specifications set forth in Section 4 of this RFP will not be modified. The OPERATOR shall not have complete, unhindered access to the facility. If usage of the facility, other than what is described in this contract, is requested by the operator, the Village of Mariemont, first, must grant such approval in writing.

### 5.1 Scope of Services

OPERATOR shall provide all necessary labor, materials, supervision, administration, financing, insurance and all other services required by the CONTRACT DOCUMENTS and perform, on behalf of the Village of Mariemont, all services necessary for the efficient and economical operation and management of the Mariemont Swim Club. The term CONTRACT DOCUMENTS as used in this Contract refers to the written agreement between the operator and the Village of Mariemont, the request for proposal issued and prepared by Village of Mariemont, which OPERATOR acknowledges having received, together with all addenda thereto, if any, along with OPERATOR'S written proposal, including any written addendum thereto, and OPERATOR'S Affidavit as to delinquent personal property tax, a copy of which is attached hereto as Exhibit C. These CONTRACT DOCUMENTS are hereby incorporated in and made a part of this



Contract as if they were specifically set forth herein. In the event of any conflict in the terms of Village of Mariemont's request for proposal and OPERATOR'S written proposal, the terms of Village of Mariemont's request for proposals prevail. However, in the event of any conflict in the terms of the CONTRACT DOCUMENTS with this document, the terms of this document prevail.

## 5.2 Term of Agreement

Performance under this agreement shall commence on January 1, 2022. Unless terminated earlier or a contract extension is granted in accordance with the terms hereof, this contract term shall end on November 30, 2022. If the contract is extended for additional years, the GRAND TOTAL COST (of the same services) shall not exceed more than a 5% increase year over year.

## 5.3 Compensation

### 5.3.1 Village of Mariemont agrees to pay OPERATOR in accordance with the contract documents. Operator must submit to the Village Council, monthly, a numbered invoice(s) specifying:

- A) the dates of service and,
- B) the service rendered and supporting documentation

Payment will result from this monthly billing. Payment will be made within thirty (30) days of receipt of a proper invoice (including substantiating documentation), The date the Village of Mariemont issues the warrant for payment of an invoice will be considered the date payment is made.

## 5.4 Payments to OPERATOR

Village of Mariemont shall reimburse OPERATOR for approved repair and other expenses. Repair and other expenses shall refer to all direct costs incurred by OPERATOR, and approved by the Mayor, in connection with the OPERATOR's management of the Mariemont Swim Club. In general, repair and other expenses shall include costs incurred in the management of the Mariemont Swim Club as identified or as provided in the CONTRACT DOCUMENTS.

## 5.5 Insurance

### 5.5.1 General

OPERATOR shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in force during the performance of this Agreement workers' compensation insurance for its employees. OPERATOR agrees to maintain liability

insurance at all times throughout the contract period. OPERATOR's liability insurance shall name "Village of Mariemont, its agents, officers, officials, and its employees" as an additional insured.

#### 5.5.2 Comprehensive General Liability Insurance

OPERATOR shall carry and keep in full force during the performance of this Agreement a per occurrence comprehensive general liability insurance policy, including public liability insurance and property damage insurance, in the minimum amount two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) annual aggregate, with " Village of Mariemont, its agents, officers, officials, and employees" named as an additional insured.

#### 5.5.3 Evidence of Coverage

OPERATOR shall furnish to Village of Mariemont, 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 to the Mayor, Village of Mariemont, 6907 Wooster Pike, Cincinnati, OH 45227. 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 Agreement by the Village of Mariemont.

#### 5.5.4 Insurance for Subcontractors

OPERATOR shall require that its subcontractors purchase and maintain insurance in amounts and coverage substantially similar to those described in this Section. OPERATOR shall require each subcontractor to name " Village of Mariemont, its agents, officers, officials, and employees" as additional insureds.

### 5.5 Indemnification

#### 5.5.1 Indemnification from General Liability

OPERATOR agrees to protect, defend, indemnify and hold harmless Village of Mariemont and its officers, officials, 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 OPERATOR and its employees, its officers, agents, or independent contractors for the Successful firm. OPERATOR agrees to indemnify Village of Mariemont 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 OPERATOR fails to defend Village of Mariemont and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and OPERATOR 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.

## 5.6 Assignment

The parties expressly agree that neither this Agreement nor any part thereof shall be assigned by OPERATOR without the prior written approval of the Village of Mariemont.

## 5.7 Subcontractor

Notwithstanding any other provision in this Agreement to the contrary, the performance of any duty, responsibility, or function which is the obligation of

OPERATOR hereunder may be delegated or subcontracted by OPERATOR to any agent or subcontractor of OPERATOR, provided (a) that OPERATOR has obtained the prior written consent of the Village of Mariemont for that delegation or subcontract; and (b) OPERATOR remains responsible for purposes of this Agreement for ensuring that the duties, responsibilities, or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement; and (C) that the actions and omissions of any such agent or subcontract shall be deemed to be the actions and omissions of OPERATOR for purposes of this Agreement.

## 5.8 Termination/Breach

### 5.8.1 Termination for Cause

5.8.1.1 General Breach. In the event of a Material Breach of this Agreement by OPERATOR, the Village of Mariemont may terminate the Agreement with respect to OPERATOR and itself, upon thirty (30) days prior written notice to OPERATOR specifying the nature of the breach; provided, however, that OPERATOR shall have the opportunity to cure such breach within the thirty (30) day notice period. OPERATOR agrees that, if it breached the Agreement, the Village of Mariemont may pay any monies due OPERATOR into an escrow account, and that the Village of Mariemont may recover any monies erroneously paid under this Agreement. In the event of a Material Breach of this Agreement by the Village of Mariemont, OPERATOR may terminate the Agreement upon sixty (60) days prior written notice to the Village of Mariemont specifying the nature of the breach; provided, however, that the Village of Mariemont shall have the opportunity to cure such breach within thirty (30) days of receiving such notice. "Material Breach" shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Agreement and which, by itself or together with one or more other "breach(es)," has a substantial negative effect on, or thwarts, the purpose of this Agreement. "Material Breach" shall not include an act or omission which is merely a technical or immaterial variation from the form of the Agreement, or which has a trivial or negligible effect on price, quality,

quantity, or delivery of the goods or services to be provided under this Agreement, to the extent that in the opinion of the non-breaching party such "technical or immaterial variation" does not rise to the level of a "Material Breach" when viewed in light of the breaching party's overall conduct under this Agreement.

5.8.1.2 Other Causes for Termination by the Village of Mariemont. The Village of Mariemont shall have the right to terminate this Agreement with respect to OPERATOR and itself, by providing thirty (30) days prior written notice of termination to OPERATOR, should any of the following events occur:

a) OPERATOR fails to obtain within the time frame established by the parties and/or fails to maintain any license, certification and/or other credential necessary for it to perform its obligations under this Agreement;

b) OPERATOR is not willing or able to make reasonable changes to the management services to be provided as requested by the Village of Mariemont and when required under the terms of the Agreement;

c) OPERATOR does not have or maintain sufficient resources and capacity to meet all of the needs of the Village of Mariemont to include providing sufficient lifeguards to meet the Ohio Department of Health minimum lifeguard standards and/or the number of lifeguards agreed to in this contract;

d) Village of Mariemont discovers that a conflict of interest exists on the part of OPERATOR or an officer or employee thereof which, if left uncured or if incurable, prevents this Agreement from being carried out.

e) Village of Mariemont reserves the right to determine the performance of the facility manager and, if deemed necessary or in the best interests of the operation of the facility, to have the facility manager removed and replaced by Operator. The Village of Mariemont agrees to make such requests in good faith and only after providing Operator with the opportunity to address performance deficiencies.

5.8.1.3 Other Causes for Termination by Operator. OPERATOR shall have the right to terminate this Agreement with respect to the Village of Mariemont, by providing sixty (60) days prior written notice of termination to the Village of Mariemont, should OPERATOR discover that a conflict of interest exists on the part of Village of Mariemont or an officer or employee thereof which, if left uncured or if incurable, prevents this Agreement from being carried out.

5.8.1.4 Force Majeure. If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Agreement, the parties shall not be deemed in default during the continuance of such inability; provided, however, that OPERATOR shall only be entitled to the benefit of this paragraph for fourteen (14) days. After fourteen (14) days, the Village of Mariemont may declare OPERATOR in default and terminate this Agreement. The term "Force Majeure", as used herein shall mean without limitations: acts of God strikes or lockouts; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fires; storms; flood; washout; droughts; arrests; restraint of government and people; civil disturbances; and explosion. OPERATOR shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents OPERATOR from carrying out its obligations contained herein.

#### 5.8.2 Termination Without Cause

5.8.2.1 Availability of Funds. This Agreement is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Agreement. In the event the Village of Mariemont no longer has funds available for purposes of this Agreement, the Village of Mariemont may terminate this Agreement by providing thirty (30) days prior written notice of termination to OPERATOR.

#### 5.8.3 Mutual Termination

OPERATOR and the Village of Mariemont may mutually agree to terminate this Agreement at any time.

#### 5.8.4 Continuing Obligations

##### 5.8.4.1 Operator's Continuing Obligations.

Upon termination of this Agreement for any reason, including for cause, OPERATOR shall cooperate in transitioning its responsibilities to the Village of Mariemont and/or any other person or entity selected by them to assume administration of such responsibilities.

Also, OPERATOR shall assign to the extent possible to Village of Mariemont all agreements that OPERATOR has at the time of termination as selected by the Village of Mariemont.

##### 5.8.4.2 Village of Mariemont Continue Obligations.

Unless this Agreement is terminated by the Village of Mariemont under paragraphs 5.8.1.1, 5.8.1.2 or 5.8.2, the Village of Mariemont, upon receipt of a final invoice, shall pay OPERATOR the outstanding fees and expenses incurred by OPERATOR, as permitted by the Pool Budget, for the services the OPERATOR performed under this Agreement prior to the termination thereof.

### 5.9 Waiver

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

### 5.10 Amendment

All Amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Agreement.

### 5.11 Non-Discrimination

OPERATOR certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VII, of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, the Ohio Civil Rights Law and the Omnibus Budget Reconciliation Act of 1981.

During the performance of this Agreement, OPERATOR will not discriminate against any employee, contract worker, or applicant for employment or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. OPERATOR will take affirmative action to ensure that all employees and contract workers are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, OPERATOR agrees to maximize the number of Village of Mariemont residents employed in the operation of the facility.

OPERATOR or any person claiming through OPERATOR, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Successful firms or sub-Successful firms of OPERATOR.

### 5.12 Applicable Law

The validity, interpretation and performance of this Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. The parties agree to submit to the jurisdiction of the courts of the State of Ohio for any disputes arising under this Agreement.

#### 5.13 Independent Status of Operator

Nothing in this Agreement is intended to or shall be deemed to constitute a partnership, association, or joint venture between the Village of Mariemont and OPERATOR in the conduct of the provisions of this Agreement. OPERATOR shall at all times have the status of an independent contractor without the rights or authority to impose torts, contractual or any other liability on the Village of Mariemont.

#### 5.14 Compliance

Notwithstanding any other provision in this Agreement, OPERATOR agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. OPERATOR accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work.

#### 5.15 Integration

This instrument, including attachments and exhibits, embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement.

#### 5.16 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

#### 5.17 Conflict of Interest

Under this Agreement, OPERATOR may obtain and work under contractual arrangements with parties other than the Village of Mariemont, provided that such other arrangements do not impede OPERATOR's ability to perform its obligations under this Agreement.

OPERATOR and the Village of Mariemont warrant that, as of the time they enter into this Agreement, they have no interest in and thereafter will not acquire an interest in

any agreement or arrangement that will impede their ability to perform their obligations under this Agreement. OPERATOR and Village of Mariemont warrant further that none of their respective officers or employees has any financial interest in this Agreement, and that they do not know of any other conflict of interest. OPERATOR and Village of Mariemont will report the discovery of any potential conflict of interest to all other parties hereto. If a conflict of interest does arise, the aggrieved party shall have the option of terminating this Agreement or of requiring the breaching party to terminate any relationship which gives rise to the conflict in question.

## **5.18 Warranties**

- 5.18.1 OPERATOR warrants that services hereunder shall be performed in a professional and workman-like manner in accordance with applicable professional standards and best management practices. In the event OPERATOR is notified in writing within ten (10) days of performance of a service that such performance is not in compliance with this warranty, OPERATOR shall perform again any such service.
- 5.18.2 OPERATOR warrants that it is qualified to provide the management services hereunder and has obtained or will obtain and maintain all certifications and licenses, to the extent such certifications and/or licenses are necessary and required by law for any of the services it provides under this Agreement.
- 5.18.3 OPERATOR warrants that it is financially solvent.
- 5.18.4 OPERATOR warrants that it has the capacity and capability to meet the Village of Mariemont's current and future needs as described in this Agreement.
- 5.19 Tax exempt status
- Ohio Sales Taxes are not applicable to Village of Mariemont purchases. The Village of Mariemont will provide evidence of state sales tax exemption upon request.
- 5.20 Successors and Assigns
- OPERATOR and Village of Mariemont each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement.
- 5.21 Liquidated Damages
- In the event that Operator breaches this agreement the amount of two hundred and fifty dollars (\$250.00) shall be assessed against operator for each day that the facility is not available for use by the Village of Mariemont or persons permitted by the Village to use the facility. In the event that the operator does not have **the required staffing**



**levels, the amount of two hundred and fifty dollars (\$250.00) shall be assessed against the operator for each day that this occurs.**

6. Appendices

Appendix A

Appendix B

## Mariemont Swim Club Proposal

### Appendix A

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_

The following itemized costs are estimates upon which the fixed price of the proposal is prepared. They will be used for comparison with others received to determine completeness of the proposal presented.

Site: Mariemont (6000 Mariemont Avenue)

<u>ITEM</u>	<u>Hourly/Salary Wages</u>	<u>2022</u>
START UP		_____
CLOSE DOWN		_____
POOL MANAGER	_____	_____
ASST POOL MANAGER	_____	_____
HEAD LIFEGUARD	_____	_____
LIFEGUARD SALARIES	_____	_____
FRONT ENTRANCE PERSONNEL	_____	_____
CONCESSION ATTENDANTS	_____	_____
SWIMMING INSTRUCTION/PROGRAM		_____
SWIM TEAM PRACTICE		_____
SWIM TEAM MEETS		_____
SPECIAL AFTER HOUR EVENTS		_____
LIFEGUARD TRAINING		_____
LIFEGUARD UNIFORMS		_____
SUPPLIES (paper products, cleaning supplies, etc)		_____
CHEMICALS		_____
INSURANCE		_____
ADMINISTRATIVE FEES		_____

The undersigned proposes to furnish MANAGEMENT OF POOL OPERATIONS AT THE MARIEMONT SWIM CLUB, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST 2022 \$ \_\_\_\_\_

Hourly Adjustment rate should Mariemont Swim Club choose to extend hours or days of operation. Example: a special event at the Aquatic Center extends beyond normal hours of operation or keeping the Aquatic Center open on weekends after school is in session

**2022: \$** \_\_\_\_\_

Hourly Adjustment rate should Operator shorten/reduce hours on any particular day. Example: low or no attendance at the pool or “cool/inclement” weather in the area.

**2022: \$** \_\_\_\_\_

I hereby certify that I am fully authorized to bind the above named firm to the terms and conditions contain in the Request **for Proposals at** the above price.

Signature of Representative \_\_\_\_\_

Name of Representative \_\_\_\_\_

Title of Representative \_\_\_\_\_

Any exceptions, substitutions or deviations from the Mariemont RFP and this proposal must be stated below and reason for, and are integral parts of this proposal. Exceptions to Section 4 of the RFP are not allowed and must be addressed in writing prior to the proposal submission.

## SWIMMING LEVELS Appendix B

### LEVEL ONE: WATER EXPLORATION

The objective of Level One is to help students feel comfortable in the water and to enjoy the water safely. Students will learn elementary water skills which they can build on as they progress through the various levels.

- 1 - Become oriented to aquatic environment
- 2 - Fully submerge face (3 seconds)
- 3 - Experience buoyancy (bob 10 times) 4
- Supported float on front/back
- 5 - Basic breath control (bubble blowing)
- 6 - Enter and exit water independently
- 7 - Move through water comfortably
- 8 - Supported kicking on front/back
- 9 - Introduction to alternating arm action
- 10- Familiarize with getting help
- 11- Reaching assists without equipment
- 12- Learn how to release a cramp
- 13- Wear life jacket and enter shallow water

### LEVEL TWO: PRIMARY SKILLS

Level Two is to give students success with fundamental skills and learn to float without support. Learn basic self-help rescue skills.

- 1 - Fully submerge head (hold 3 seconds)
- 2 - Retrieve objects in chest deep water
- 3 - Orientation to deep water with support
- 4 - Front and back float unsupported
- 5 - Unsupported back float or glide (5 sec.)
- 6 - Leveling off from a vertical position
- 7 - Rhythmic breathing (bob 10 times)
- 8 - Step-in entry and side exit
- 9- Flutter kick on front/back
- 10- Back crawl arm action
- 11- Combined stroke front/back using kick/arm movements (5 yards)
- 12- Turning over front/back, back/front
- 13- Become familiar with rescue breathing
- 14- Perform reaching & extension assist from deck
- 15- Float in life jacket (1 min, face out of water)
- 15- Assist non-swimmers to feet

### LEVEL THREE: STROKE READINESS

Students learn to coordinate front and back crawl. Introduce elementary back stroke and the fundamentals of treading water.

- 1 - Retrieve object, eye open, no support
- 2 - Bob and submerge head completely
- 3 - Bob in water slightly over head to travel to safe area
- 4 - Jump into deep water from side of pool
- 5 - Kneeling dive and compact dive from side of
- 6 - Front/Back glide w/ push off 1/2 body lengths)
- 7 - Coordinate arm stroke for crawl with breathing to side
- 8 - Coordinate back crawl
- 9 - Elementary back stroke (10 yards)
- 10- Reverse direction while swimming on front/back
- 11- Tread water
- 12- Jump into deep water wearing life jacket
- 13- Learn how to open airway for rescue breathing

- 14- H.E.L.P. position (1 minute)
- 15- Huddle position in groups of 3 (1 m in.)

### LEVEL FOUR: STROKE DEVELOPMENT

Level Four develops confidence in strokes learned thus far and to improve other aquatic skills. Introduce breaststroke, sidestroke and wall turns.

- 1 - Deep water bobbing
- 2 - Experiment with buoyancy and floating position
- 3 - Rotary breathing
- 4 - Stride dive from side of pool from a standing position
- 5 - Elementary backstroke (10 yards)
- 6 - Sculling on back (5 yards)
- 7 - Front/back crawl (25 yards)
- 8 - Basics of Breaststroke (10 yards)
- 9 - Basics of Sidestroke (10 yards)
- 10- Turning at the wall
- 11- Tread water with modified scissors and rotary kicks
- 12- Learn rescue breathing techniques
- 13- Become familiar with CPR

### LEVEL FIVE: STROKE REFINEMENT

Coordination and refinement of key strokes. Introduce the butterfly, open turns, feet-first surface dives. Increase swim distances.

- 1 - Alternate breathing
- 2 - Stride jump entry
- 3 - Beginning diving progression
- 4 - Long shallow dive
- 5 - Breaststroke (10 yards)
- 6 - Sidestroke (10 yards)
- 7 - Underwater swimming (3 body lengths)
- 8 - Elementary backstroke (15 yards)
- 9 - Butterfly Dolphin Kick (10 yards)
- 10- Front/back crawl (50 yards)
- 11- Open turn on front/back
- 12- Recognition of spinal injury
- 13- Hip/shoulder support
- 14- Feet first surface dive
- 15- Tread water (2 min., 2 different strokes)

### LEVEL SIX: SKILL PROFICIENCY

The objective of Level Six is to polish strokes so students swim with more ease, efficiency, power, and smoothness over greater distances.

- 1 - Approach and hurdle
- 2 - Jump tuck diving
- 3 - Front/back crawl (100 yards one turn minimum at wall)
- 4 - Breaststroke (25 yards)
- 5 - Sidestroke (25 yards)
- 6 - Butterfly (10 yards)
- 7 - Approach stroke (25 yards)
- 8 - Breaststroke turn
- 9 - Sidestroke turn
- 10- Speed turn and pull-out for breaststroke
- 11- Flip turn for front crawl
- 12- Pike/tuck surface dive
- 13- Alternate kicks for treading water (3 min., 1 minute - no hands)
- 14- Throwing rescue
- 15- Roll spinal injury victim

## REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 1

Date of Addendum: November 2, 2021

Due Date: November 12, 2021

Title: Mariemont Swim Club RFP

### SCOPE OF ADDENDUM

The RFP is revised as follows with strike through for deletions:

#### **Revision 1**

In the RFP, page 17, section "Term of Agreement" is amended as follows:

6.1 Term of Agreement

Performance under this agreement shall commence on January 1, 2022. Unless terminated earlier or a contract extension is granted in accordance with the terms hereof, this contract term shall end on November 30, 2022. ~~If the contract is extended for additional years, the GRAND TOTAL COST (of the same services) shall not exceed more than a 5% increase year over year.~~

This addendum will become part of the Request for Proposal and acknowledgement of its receipt should be submitted with the Request for Proposal Response.

RESPONDER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_