



REQUEST FOR PROPOSAL

The City of Keller, Texas (the City) is soliciting sealed proposals for **Lifeguard Services – The Keller Pointe**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Proposal Specifications.

Proposal Due Time/Date: 2:00 p.m., Tuesday, March 22, 2022

MANDATORY PRE-PROPOSAL CONFERENCE:

10:00 a.m., Tuesday, March 15, 2022 (See page 7 for information)

Designate on the front, lower left-hand corner of your response, the following:

Proposal Number: 22-012

Subject: Lifeguard Services – The Keller Pointe

Do Not Open-Proposal Documents

Proposal Mailing:

Address: City of Keller
Purchasing Agent
P.O. Box 770
Keller, Texas 76244

Proposal Courier:

Delivery address: City of Keller
Purchasing Agent
1100 Bear Creek Pkwy.
Keller, Texas 76248

For convenience at proposal opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

Total The Keller Pointe Proposal \$ 137,442 (dollars) Annually

Total Cost For Additional Hourly Service \$ 22 (dollars) per hour

CONTRACTOR INFORMATION:

Bearfoot Companies, LLC


Company name
4251 FM 2181, Ste 230-411

Address
Corinth, Tx 76210

City, State & Zip
972-849-3849

Area code & telephone number
chad@bearfoot.net

E-Mail



Company representative signature
Chad Avery

Company representative printed name
CFO

Title
3/8/2021

Date

OFFICIAL SIGNATURE PAGE

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

PROPOSAL FORM RETURN CHECKLIST

		REQUIRED	SUBMITTED
1.	Request for Proposal Bond	X	X
2.	Acknowledgement of Insurance	X	X
3.	References	X	X
4.	Signature Page	X	X
5	Conflict of Interest	X	X

THE KELLER POINTE BASE PROPOSAL SCOPE OF SERVICES:

The Keller Pointe is a division Community Services of the City of Keller and is seeking a vendor to supply lifeguard services to our clientele. The Keller Pointe is a 100% cost recovery facility providing aquatic, fitness, and recreation opportunities to residents of Keller and the surrounding areas.

The intent is to describe the minimum specifications for contract lifeguard services for the Keller Pointe Aquatic, Fitness, and Recreation Facility. The Keller Pointe is a 91,767 sq. ft. facility (63,103 sq. ft. indoor and 28,664 sq. ft. outdoor leisure waters). The Keller Pointe is open seven days a week 362 days a year (restricted hours on holidays) and is a non-smoking facility.

OPERATIONAL HOURS:

OUTDOOR POOL:

The Outdoor Pool is in operation seven days a week opening on the Saturday prior to Memorial Day and closing the Saturday after Labor Day. The Outdoor Pool will have additional hours for specials events and rentals beginning the 2nd full week in May. Once Keller ISD is back in session mid-August, the Outdoor Pool will only be open on Saturday and Sunday.

Monday – Thursday

12pm – 7pm Open Swim

Friday

8am – 10am Fitness Swim

12pm – 7pm Open Swim

Saturday

12pm – 7pm Open Swim

Sunday

12pm – 5:30pm Open Swim

SPECIAL EVENT SCHEDULE:

Outdoor Pool

Doggie Dunk, Saturday following Labor Day 7:30am – 1:30pm

RENTAL SCHEDULE:

The City will provide as much advance notice as possible for pool rentals, when possible at the time of booking. The City does reserve the right to book a minimum of 3 days in advance of the requested booking date. Should a rental request be made less than 3 days in advance, the City will contact the vendor to secure staffing prior to booking.

Outdoor Pool

Renters may choose to begin renting the outdoor pool beginning the second week of May through the Friday after Labor Day. Renters may choose to rent the pool for a minimum of two hours, seven days a week, through the seasonal operation after normal outdoor pool operational hours.

MAINTENANCE SCHEDULE:

The City regularly performs maintenance on the mechanical operations of the outdoor pool. The City will provide a maintenance schedule as available. Should the outdoor pool need to close for scheduled or unscheduled maintenance or weather, the City requests an hourly rate invoice credit for non-operation.

Do you wish to provide an invoice credit for non-operation?

Yes

No

CA Initial

Non-response to the Non-Operation Invoice Credit section will indicate the vendor does not wish to provide this option.

REQUIRED STAFFING:

- Outdoor Pool Open Swim – 9 Lifeguards, 1 Supervisor
- Outdoor Pool Fitness – 1 Lifeguard, 1 Supervisor
- Special Events & Rentals will follow Open Swim requirements

STAFF MINIMUM QUALIFICATION REQUIREMENTS:

All staff must:

- Hold a Nationally recognized lifeguard certification and CPR/1st Aid/AED for first responder for all contract labor
- Must be 16 years of age or older.
- All contractors are required to conduct the appropriate pre-employment national criminal history and sex offender background checks, and a 10-panel non-DOT drug screen and breathe alcohol testing at their own expense prior to any fulfillment of this contract.
- Arrive prepared to perform the duties as required in uniform, with good hygiene present. Items that will not be allowed are: jewelry/piercings in visible body parts other than the ear, disruptive/extreme hairstyles, baseball caps other than contractor issued or part of the employee’s uniform and hair in a color or shade other than those that occur naturally. Beards and mustaches shall be kept clean and neatly trimmed.
- Good communication skills and conversational English is required.

REQUIREMENTS:

The successful proposal shall be responsible for the daily lifeguarding services to include safe operation of the pools, adherence to Lifeguard Certification requirements, Health Department guidelines and requirements, required in-service training for the lifeguard staff and light cleaning of the pool, pool deck, and restrooms as needed.

ADDITIONAL INFORMATION:

- The Outdoor Pool typically operates on a rotation with one lifeguard on a downshift.
- Vendors staff will be required to do chemical checks, skim, vacuum, clean scum lines, etc. as deemed necessary by the Aquatic Supervisor. Chemical reagents, AED’s, backboards, rescue tubes, first aid supplies, will be provided by the City. The contractor will be responsible for providing whistles, uniforms, lifeguard packs, resuscitation masks, gloves, hats, sunglasses, sunscreen or any other personal item needed to perform lifeguard duties.

- Vendors on-site supervisor will be required to turn on amenities as needed following the pool schedules. The City will provide detailed training to the contractor supervisory staff, with options for retraining as needed.
- Trash emptied from all areas of The Keller Pointe outdoor pool shall be bagged and deposited daily in the trash dumpsters supplied by the City of Keller. This includes both regular and recycled trash. Dumpsters are to be closed after each deposit to comply with health codes.
- The outdoor pool bath house and/or restrooms should be checked each downshift for hazards and light trash pick-up. Should the facilities require additional cleaning a report should be made to the Manager on Duty. All locker room/restroom supplies shall be restocked and provided for by The Keller Pointe janitorial contractor as needed.
- Contract staff is prohibited from allowing any person (including children) to accompany them on any premises during working hours.
- The outdoor pool shall remain in operation at all times. Should an emergency occur where the vendors scheduled staff is not able to work their shift, the vendor must replace that staff in order to maintain safe operation of the pool. Should the vendor fail to do so a financial penalty will be imposed.
- Vendors employees must be able to read and understand spoken instructions, warning labels, SDS documents, signs, etc. in the English language.
- Vendors staff will be prohibited from using The Keller Pointe Facility services (equipment, pools, hot tub, weights, etc.) during work hours, breaks and after building operation hours. Lifeguard staff may purchase a membership and utilize the facility during non-working hours following the same guidelines as all other members.
- Vendors may use The Keller Pointe (TKP) for lifeguard training and in-services. TKP and the City retain first use rights for scheduling.
- The Keller Pointe performs routine audits periodically during hours of operation.

PENALTY:

Should for any reason the pools not be adequately staffed for more than 1 hour following the operational hours schedule, including special events and rentals, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence.

For any other reason than adequate staffing, should the vendor's staff not perform the tasks required a 48-hour notice will be given to the Contract Manager for correction. Should the issue not be resolved within 48 hours, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence.

COOPERATIVE PURCHASING

Vendors agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The vendor may be asked to provide products/services, based upon the PROPOSAL price, to any other governmental entity. Vendor/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful vendor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as vendor/vendor, agree that all terms, conditions, specifications, and pricing will apply.

Yes

No

CA Initial

****Non-response to the Cooperative Purchasing Section will indicate the vendor does not wish to participate with other governmental entities.**

INSTRUCTIONS FOR PROPOSAL

Terminology - Throughout this document, the terms Contractor, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any vendor for the products/services being requested (e.g., Vendor, Proposer); or the contractor who has been awarded a proposal/ or contract (e.g., Contractor, Vendor).

1. PROPOSAL INSTRUCTIONS

- A. Completed Proposals will be received until 2:00 p.m. Tuesday, March 22, 2022, at the Town Hall Receptionist's Desk, 1100 Bear Creek Parkway, Keller, Texas, 76248 or through the City of Keller e-BID system. PROPOSAL responses received after the closing time and date will be returned unopened to the Contractor.
- B. The City WILL NOT ACCEPT a PROPOSAL response or alterations to a PROPOSAL response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No PROPOSAL responses received via fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of Vendor's who have received the PROPOSAL Specifications until such Proposals have been opened.

D. VENDORS MUST ATTEND A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, MARCH 15, 2021 AT 10:00 AM AT THE KELLER POINTE, 405 RUFÉ SNOW DRIVE, KELLER, TEXAS 76248. ANY VENDOR NOT IN ATTENDANCE AT THE MANDATORY PRE-PROPOSAL CONFERENCE WILL NOT BE CONSIDERED FOR THE CONTRACT.

E. Vendors are to include on all items as specified. Base Proposals will be awarded to one contractor based on the total proposal for the services specified. Alternate Proposals may be awarded to one vendor based on their total proposal for all alternates.

2. SIGNATURES

All PROPOSAL responses must be signed by an authorized representative of the Contractor. Unsigned PROPOSAL responses will not be considered under any circumstances. Signatures on all PROPOSAL responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for PROPOSAL and PROPOSAL Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN PROPOSAL SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all PROPOSAL specifications and operational requirements. Should the products/services fail to meet the specifications as required in the PROPOSAL, Contractor agrees that the City may elect to do one of the following:

- A. Reject the PROPOSAL and void the purchase as to any and all PROPOSAL items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. PROPOSAL AWARD/EVALUATION CRITERIA

A. The City reserves the right to reject any or all Proposals, in whole or in part; to waive any informality in any PROPOSAL; and to accept the PROPOSAL which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award Proposals by item, combination or groups of items, or total PROPOSAL. **Vendors submitting on an "All or None" basis must so indicate on the PROPOSAL.**

B. The PROPOSAL award shall be based on, but not necessarily limited to, the following factors:

- a) total price
- b) special needs and requirements of the City
- c) results of reference checks

- d) Contractor's past performance with the City
 - e) City's evaluation of Contractor's ability to perform
- C. Proposals do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The vendor may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The vendor may also be required to give a past history and in order to satisfy the City of Keller in regard to the vendor's qualifications. The City of Keller reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, the vendor fails to satisfy the City of Keller that the vendor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the vendor's qualifications shall include:
- 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
 - 2. The ability of the vendor to perform the work promptly or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the vendor; and
 - 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a PROPOSAL. Such expenses shall be borne exclusively by the vendor.
5. **GRIEVANCE PROCEDURE**
- The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Director of Finance (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the PROPOSAL request to be acceptable to all Contractors in all respects.

6. **EXCEPTIONS/ALTERNATES TO PROPOSAL**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the PROPOSAL, guaranteeing authenticity. Any exceptions or alternates to the PROPOSAL are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO PROPOSAL”** Any exceptions/alternate from specifications and alternate PROPOSAL must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to PROPOSAL may or may not be considered by the City.

Changes prior to opening of PROPOSAL must be submitted before the opening deadline. Changes must be noted on the outside of the PROPOSAL envelope as follows: **“Changes to PROPOSAL #22-012”**

7. **PROPOSAL WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to PROPOSAL for any reason or to reject any and all Proposals, or parts of all or any specific PROPOSAL or Proposals. The City further reserves the right to accept part or all of any specific PROPOSAL or Proposals, or any combination of Proposals, and to accept any PROPOSAL or Proposals with or without trade-in.

After opening, vendors shall not be allowed to withdraw their Proposals unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the PROPOSAL. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its PROPOSAL, the vendor shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, vendors may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

8. **LATE PROPOSALS**

Proposals received after the official PROPOSAL opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the PROPOSAL. It is the policy of the City that late Proposals will be returned to the sender unopened provided there is a return address on the envelope. However, if a late PROPOSAL is opened in the mail room by City staff in error, or the PROPOSAL invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late PROPOSAL be considered, even if opened. **Contractor is solely responsible for ensuring that Proposals are received by the City on or before the PROPOSAL due date and time.**

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.

- B. Each PROPOSAL shall be valid for one hundred twenty (120) calendar days after the opening date of the PROPOSAL and shall constitute an irrevocable offer to the City of Keller for the 120-calendar day period. The 120-calendar day period may be extended by mutual agreement of the parties.

10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. SAMPLES

Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the PROPOSAL opening date, the samples may be either kept by or disposed of by the City.

12. QUANTITIES

- A. To assist in establishing a total PROPOSAL amount for PROPOSAL tabulation purposes, estimated quantities may have been listed in the specifications, or on the PROPOSAL tabulation form for each item. Vendor acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.

- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

13. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the PROPOSAL price(s) resulting in the lesser amount(s).

14. PACKING, CRATING AND CARTAGE

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.

- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
 - 1) name and address of vendor
 - 2) name of receiving department

- 3) job site or delivery location
- 4) complete description of material(s) shipped, including quantity
- 5) purchase order number (if applicable)

15. DESTINATION CHARGES

All products offered shall be PROPOSAL F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

16. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

17. DELIVERY DATE(S) AND LOCATION

After receipt of the City's order, the maximum number of days to initiate service/deliver the product shall be 2 weeks. This date may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first day following the promised delivery date.

Should for any reason the pools not be adequately staffed for more than 1 hour following the specifications provided, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence.

For any other reason than adequate staffing, should the vendors staff not perform the tasks required a 48-hour notice will be given to the Contract Manager for correction. Should the issue not be resolved within 48 hours, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence. This fee will be deducted from the City's payment to the vendor.

18. IDENTICAL PROPOSALS

In the event of two or more identical low Proposals, the PROPOSAL will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

19. WARRANTY

Guarantees and warranties, when required, should be included as a part of the PROPOSAL as they may be a consideration in awarding the PROPOSAL.

20. TERMINATION OF AGREEMENT

A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or

contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.

- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
 - 1) take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines, in its sole discretion, the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this PROPOSAL, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

21. ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

22. PROPOSAL AMBIGUITY

Any ambiguity in the PROPOSAL resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of PROPOSAL shall be construed in the favor of the City. **Vendor is solely responsible for understanding all aspects of PROPOSAL specifications and PROPOSAL instructions.**

For clarification of these specifications, call Jennifer Oakes, The Keller Pointe Manager, 817-743-4301.

23. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract if the City adds or deletes buildings or otherwise makes other permanent changes on property being maintained under this contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to or delete from this contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

24. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/proposal amount will not be processed until signed change order(s) are submitted to the Finance Department.**

25. MODIFICATIONS, AMENDMENTS AND ADDENDA

The City shall have the right to modify the PROPOSAL specifications, instructions, and terms and conditions prior to the PROPOSAL submission deadline. The City will endeavor to notify all potential vendors that have received a copy of the PROPOSAL specifications. **However, failure to notify potential Vendors shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at www.cityofkeller.com. It is the vendor's responsibility to contact the City of Keller to obtain the addenda information.

26. PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Vendor agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

27. GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the

successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

28. RESPONSE FORM(S) TO BE USED

The PROPOSAL quote must be submitted on the form(s) provided in the PROPOSAL package in compliance with all conditions listed thereon, unless otherwise specified in the PROPOSAL specifications. Proposals may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to proposal on this requirement, please fill out and return the attached "NO PROPOSAL" response form.

29. SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

30. OPERATIONAL MANUALS

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

31. SAFETY DATA SHEETS (SDS)

If required, PROPOSAL shall include a SDS for each product quoted, if applicable.

32. EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor's expense.

33. ORDERS AND PAYMENT TERMS

A. All Proposals shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of PROPOSAL. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. Proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that ALL vendor checks will be mailed through the U S Post Office.

34. USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

35. NEGOTIATION

Any attempt to negotiate or provide information on the contents of this PROPOSAL with the City or its representatives prior to PROPOSAL award shall be grounds for disqualification of the PROPOSAL.

36. PRICE FIXING

In submitting a PROPOSAL response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed PROPOSAL.

37. REFERENCES

Contractor must provide a minimum of (5) verifiable reference where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

38. CONFIDENTIALITY OF DOCUMENTS

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed proposals and are not open for public inspection.

After PROPOSAL opening, except for PROPOSAL names, and addresses of contractors, all other PROPOSAL documents and information will be deemed confidential during the evaluation process until formal action to award the PROPOSAL or reject all Proposals has been taken by the City Council. Following award of the PROPOSAL or rejection of all Proposals by the City Council, all Proposals shall then become public documents, available for public view upon written request. Copies of Proposals may then be requested by interested contractors, citizens, or City officials.

39. CONTACTS WITH CITY EMPLOYEES AND OFFICERS

In order to ensure fair and objective evaluation of Proposals, all questions related to this PROPOSAL should be addressed only to the person(s) so named herein or in the PROPOSAL Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the PROPOSAL from further consideration.

40. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

41. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

42. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

43. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

44. CRIMINAL HISTORY BACKGROUND CHECK/PROOF OF LEGAL RESIDENCY

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to Karla Parker, Purchasing Agent, City of Keller, P O Box 770, Keller, TX 76244-0770.

Prior to each employee commencing work, Contractor must forward copies of acceptable documents (see attached list of acceptable documents) proving legal residency to Karla Parker, Purchasing Agent, City of Keller, P. O. Box 770, Keller, TX 76244-0770. Please forward one document from List A or List B AND one document from List C.

A list of employee's working at this facility shall be provided to Karla Parker, Purchasing Agent, P O Box 770, Keller, TX 76244 or by email to kparker@cityofkeller.com on the first day of each month.

45. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

46. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each PROPOSAL submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each PROPOSAL. The City cannot determine for the vendor whether or not the item(s) requested in the PROPOSAL are taxable to the City. The vendor, through the vendor's attorney or tax consultant, must make such determination. Bills submitted for taxes after the Proposals are awarded will not be honored.

47. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

48. **ANNUAL CONTRACT FUNDING**

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this PROPOSAL/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

49. **COOPERATIVE PURCHASING**

Vendors agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The vendor may be asked to provide products/services, based upon the PROPOSAL price, to any other governmental entity. Vendor/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful vendor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as vendor/vendor, agree that all terms, conditions, specifications, and pricing will apply.

Yes

No

CA Initial

****Non-response to the Cooperative Purchasing Section will indicate the vendor does not wish to participate with other governmental entities.**

50. **BRAND NAMES**

If items for which Proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. Proposals offering “equal” products will be considered for award if such products are clearly identified in the Proposals and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the vendor clearly indicates in their PROPOSAL that they are offering an “equal product”, their PROPOSAL shall be considered as offering a brand name product referenced herein or in the PROPOSAL specifications.**

51. **CONTRACT CLAUSE**

All vendors understand and agree that the vendor’s response to this PROPOSAL invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded or amended only if replaced with a more extensive contract that is agreed to by both parties.

52. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor's expense. Vendor will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Vendor shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

53. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

54. INDEPENDENT CONTRACTOR

The vendor who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

55. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/PROPOSAL shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

56. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

57. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

58. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

59. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

60. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law and provide the City with a Waiver of Subrogation.

61. **INDEMNIFICATION**

For consideration included in the PROPOSAL price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

62. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

63. **BONDS**

Request for Proposal Bond. Unless specified otherwise in PROPOSAL specifications, all Proposals shall be accompanied by a proposal bond acceptable to the City in the amount of \$1,500.00. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All proposal bonds will be returned to vendor within ten days from award of contract. **If submitting through e-BID, bond must be received at City of Keller prior to PROPOSAL opening.**

Bond Requirements: Proposals under \$50,000.00 per year will require no bonds. Proposals \$50,000.00 and higher will require a Proposal bond. If you are submitting your Proposal through the City of Keller's e-proposal system, the original Proposal bond must be received by the Purchasing Agent prior to Proposal opening.

64. DEBARMENT

By submitting a PROPOSAL, the vendor certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

65. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

66. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

67. PRE-ESTABLISHED CONTRACTS

The City has access to "Pre-Established Contracts" such as US Communities, State contracts and local purchasing agreements. The City will evaluate the proposal amount with what is offered through these contracts and determine which is the most advantageous to the City.

68. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

69. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "conflict of interest" questionnaire (attached). Please complete the attached questionnaire and return with the proposal specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: "(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1)."

70. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908

of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity of state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this PROPOSAL documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

71. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270

Vendor shall submit HB89 Verification form prior to award of contract.

72. SUPERVISION

The contracting firm shall provide supervision of employees working under this agreement at no additional cost to the City. **Supervisors or Lead persons must speak and understand English.** This supervision shall include on-site inspection of the facilities at the request of the City's contract representative to solve any problem situations that may occur. **Project manager must be able to speak and understand fluent English.**

73. QUALITY CONTROL

The City of Keller contract representative will make periodic inspections of the facilities, documenting his findings and providing instructions to the contractor's employees as required. The Contractor or representative shall be readily available to meet with the City of Keller representative to review deficient or problem areas. Contractor shall provide a list of employees, hours worked and building assignment

including floor workers. **CHANGES TO LIST MUST BE APPROVED BY THE CITY OF KELLER REPRESENTATIVE PRIOR TO NEW EMPLOYEE START DATE. ALL CLEANING PERSONNEL WORKING DURING BUILDING OPERATION HOURS MUST SPEAK AND UNDERSTAND ENGLISH.**

74. PROTECTION OF CITY PROPERTY

All keys will be maintained according to policies approved by the City of Keller contract representative. Liability for lost keys, re-keying costs and other related expenses shall be the full responsibility of the contractor. Hazardous conditions and items needing repair (such as leaky faucets, toilet stoppages, etc.) shall be promptly reported to the designated Building Operation Supervisor.

The contractor shall be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate. This shall include, but is not limited to, rescue tubes, backboards, training mannequins and equipment, valve damage, strainer pot damage, chemical spills, other broken or damaged equipment, fixtures, furnishings, etc., resulting from any of their staffs activity.

75. SUBCONTRACTING OF LABOR

Subcontracting of labor will not be allowed. Any proposal received containing subcontracted labor will be considered non-responsive. In the event the awarded vendor provides subcontracted labor to meet the requirement of this proposal, the City will consider such action as sufficient cause for cancellation of the agreement. IRS form W2 will be required to be submitted on each employee prior to commencement of contract.

76. COMPLIANCE WITH APPLICABLE LAW

Vendor agrees that the contract will be subject to, and vendor will strictly comply.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin May 1, 2022, or the date of City Council award if subsequent thereto, through a one-year period. At City of Keller's option and approval by the vendor, the contract may be renewed for five (5) additional one (1) year periods, as further explained in Renewal Options. **Prices must not exceed the PROPOSAL amount for the first twelve (12) months of the agreement period, see renewal options for additional information.**

RENEWAL OPTIONS

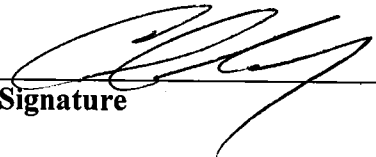
The City of Keller reserves the right to exercise an option to renew the contract of the vendor for five (5) additional one (1) year periods, and agreed upon by both parties. If the primary contractor wishes to renew the agreement, but market conditions have affected the price of materials or services, the contractor shall submit the renewal proposal with price changes and justification to the Finance Department at least sixty (60) days before the expiration of the current agreement.

If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new PROPOSAL solicitation.

If the primary contractor elects not to exercise the option(s) to renew for five (5) additional one (1) year periods, as outlined above, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original PROPOSAL submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, the contract will be re-PROPOSAL. The City of Keller reserves the right to re-PROPOSAL the entire contract if the pricing of the next low contractor appears to be excessive.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications (Number 56-62). If I am awarded the proposal, I will comply with all insurance requirements within 10 working days of the proposal award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the proposal, I understand my proposal bond will be forfeited.



Signature

Chad Avery

Printed name

Name of Company: Bearfoot Companies, LLC
Address of Company: 4251 FM 2181, Ste 230-411
City, State & Zip: Corinth, Tx 76210

****THIS PAGE MUST ACCOMPANY THE PROPOSAL OR PROPOSAL MAY BE REJECTED****

STATEMENT OF NO PROPOSAL

Lifeguard Services

RFP # 22-012

If vendor is not submitting a proposal on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** 3/8/2021

Signature: _____

**The above has declined to submit a PROPOSAL response for the following reason(s):
(Please check one or all that apply)**

- Specification too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the PROPOSAL.
- Our schedule would not permit us to perform.

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DEB) are encouraged to participate in the City of Keller PROPOSAL process. The City of Keller will provide additional clarification of specifications, assistance with PROPOSAL Forms, and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with PROPOSAL.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

**REFERENCES
ATTACHMENT I**

1. Company Providence Homeowners Association
Address 809 Oakcrest Drive, Providence Village, Tx 76227
Phone 940-440-220 Email chad@bearfoot.net
Contact Cody Watson
E-Mail cody.watson@fsresidential.com

2. Company Inspiration Homeowners Association
Address 715 Inspiration Blvd, St Paul, Tx 75098
Phone 469-522-2120 Email _____
Contact Sheryl Porter
E-Mail sheryl.porter@fsresidential.com

3. Company Shadow Creek Ranch Homeowners Association
Address 12234 Shadow Creek Pkwy, Bldg 3 Ste 112, Pearland, Tx 77584
Phone 713-984-7277 Email _____
Contact Javier Ortiz
E-Mail Javier.Ortiz@fsresidential.com

4. Company RealManage
Address 6400 International Pkwy, Ste 1000, Plano, Tx 75093
Phone 817-798-8831 Email _____
Contact Laurie Lorensen
E-Mail harmony@ciramail.com

5. Company Savannah Homeowners Association
Address 701 Savannah Blvd., Savannah, TX 76227
Phone 972-346-3020 Email _____
Contact Don Rucker
E-Mail don.rucker@fsresidential.com

****THIS PAGE MUST BE COMPLETED OR PROPOSAL MAY BE REJECTED****

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

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

Yes No

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


Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4


Signature of person doing business with the governmental entity

3/8/2021

Date

Adopted 06/29/2007

****THIS PAGE MUST BE COMPLETED OR PROPOSAL MAY BE REJECTED****

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		4. Voter's registration card		5. Native American tribal document
		5. U.S. Military card or draft record		
		6. Military dependent's ID card		6. U.S. Citizen ID Card (Form I-197)
		7. U.S. Coast Guard Merchant Mariner Card		
		8. Native American tribal document		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		9. Driver's license issued by a Canadian government authority		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		8. Employment authorization document issued by the Department of Homeland Security
		11. Clinic, doctor, or hospital record		
	12. Day-care or nursery school record			

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Form I-9 (Rev. 08/07/09) Y Page 5

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bearfoot Companies, LLC
4251 FM 2181
Corinth, TX 76210

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Keller
1100 Bear Creek Pkwy
Keller, TX 76248

BOND AMOUNT: \$1,500

PROJECT:

(Name, location or address, and Project number, if any)

Lifeguard Services - The Keller Pointe

Project Number, if any: 22-012

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of March, 2022

Chad Avery
(Witness)

Bearfoot Companies, LLC
(Principal) (Seal)

CFO
(Title)

Christopher Kolger
(Witness)

The Ohio Casualty Insurance Company
(Surety)

Aaron M. Steffey
Aaron M. Steffey, Attorney in Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207164-992384

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron M. Steffey, Lisa M. Battista

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of March, 2022.



By: Renee C. Llewellyn, Assistant Secretary



Bearfoot Companies, LLC

Owner Operated in Dallas/Ft Worth & Houston

Proposal for Pool Management Services

for

The Keller Pointe



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- **APPENDIX C - COMPANY BACKGROUND & REFERENCES**
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Proposal

The purpose of these specifications is to state the terms and conditions under which **BEARFOOT** proposes to provide pool management, maintenance, chemicals, operations and other reasonably related Statement of Work (“SOW”) as defined in this Proposal for **THE ASSOCIATION** swimming pool(s) and related fixtures, amenities, and equipment (“Pool”) at the following location(s):

- 405 Rufe Snow Dr, Keller, Tx 76248

SOW - Staffing Services

THE ASSOCIATION desires the following SOW with **BEARFOOT**, whereby **BEARFOOT** will provide certain staffing services to **THE ASSOCIATION** for the benefit of **THE ASSOCIATION** members; and

A. Operating Hours for the Facility

Unless a change is agreed upon in writing by both **THE ASSOCIATION** and **BEARFOOT** in accordance with the terms of this SOW, the schedule attached in **Appendix A** will be adhered to.

B. BEARFOOT Responsibilities

- i. At least one lifeguard 17 years of age or above must be on duty whenever the pool facility is open. All remaining **BEARFOOT** personnel must be 15 years of age or more, prior to the start of the pool season. All lifeguards will hold current American Red Cross certifications in Lifeguarding, CPR, AED, and First Aid;
- ii. Any person handling chemicals for the pool will be a certified pool operator;
- iii. Lifeguards will supervise the entire pool area;
- iv. Lifeguards will respond to and document any emergency within the pool facility;



- v. Lifeguards will enforce all pool rules and keep the facility in an orderly and safe environment;
- vi. Lifeguards will keep the pool deck clean and organized;
- vii. Lifeguards will clean and organize all furniture;
- viii. Lifeguards will inspect and maintain bathroom cleanliness daily in conjunction with **THE ASSOCIATION**'s porter service and/or maintenance service;
- ix. Lifeguards will empty the trash bins as needed;
- x. Lifeguards will unlock the gates when the pool opens and ensure that the gates are locked when the pool closes;
- xi. Lifeguards will provide a gate monitor to enforce all entry rules as part of the lifeguard rotation;
- xii. Each lifeguard will wear clothing that clearly identifies them as a lifeguard;
- xiii. **BEARFOOT** will provide a manager and a supervisor during all hours that the pool is open;
- xiv. Lifeguards will check and record levels of chlorine and pH, and will notify **THE ASSOCIATION** management if maintenance is needed;
- xv. Lifeguards will refrain from using cell phones, headphones, radios, or anything that could be considered a distraction while supervising the pool area;
- xvi. **BEARFOOT** will maintain documentation of all chemical logs for Chlorine and pH test every 2 hours during hours in **Appendix A** – and will have such documentation available for inspection during regular business hours by **THE ASSOCIATION**;
- xvii. Lifeguards will practice proper decorum and not engage in relationships or other personal distractions during working hours and in the vicinity of the pool complex area;
- xviii. **BEARFOOT** will submit a written reports periodically and EAP reports within 48 hours to a representative designated by **THE ASSOCIATION** for review;
- xix. **BEARFOOT** will, at its own expense, perform background checks on all applicants for lifeguard and/or monitor prior to hiring such staff;



- xx. Lifeguards will be required to rotate each position every 15 minutes, scheduling one 15 minute personal break each hour; Breaks are not be taken consecutively, but after the required 45 minute, 2 station rotation has been completed;
- xxi. **BEARFOOT** will conduct a weekly training session for all employees;

C. Pool Regulations

BEARFOOT will enforce all pool rules that **THE ASSOCIATION** provides and will also require patrons to act in a respectful and responsible way towards property, equipment, and other patrons while in the pool facility. **BEARFOOT** does not assume any responsibility for any defects in the design or construction of the pool facility or equipment.

BEARFOOT will follow the standard weather policies established by the American Red Cross. The facility will close for 30 minutes when lightning is seen or thunder is heard. The time will reset for every occurrence of lightning or thunder. Pool closures will be a decision that is agreed upon in conjunction by **THE ASSOCIATION** and **BEARFOOT**.

In emergency situations, **BEARFOOT** is the sole authority over the pool.

D. Pool Equipment

Pool equipment to be supplied by each party is included in **Appendix B**.



Appendix A
Schedule & Compensation



Bearfoot
4251 FM 2181, Ste 230-411
Corinth, TX 76210
(972) 849-3849

ESTIMATE

TO:
The Keller Pointe
Jennifer Oakes

ITEMIZED ESTIMATE TIME AND MATERIALS		AMOUNT
Lifeguards at the Outdoor Pool Facility		\$ 147,499
	Discount	\$ (10,057)
	Net	\$ 137,442
May 28 - August 14	Daily	
August 20 - September 5	Saturday - Sunday, including Labor Day	
September 10	Doggie Dunk (7:30 a.m. - 1:30 p.m.)	
Hours for Operations		
Daily Staffing		
1 Manager, 10 Lifeguards	12:00 p.m. - 7:00 p.m. Monday - Friday (Including Holidays)	
1 Manager, 2 Lifeguards	8:00 a.m. - 10:00 a.m. Friday Fitness Swim	
1 Manager, 10 Lifeguards	12:00 p.m. - 8:00 p.m. Saturday	
1 Manager, 10 Lifeguards	12:00 p.m. - 5:30 p.m. Sunday	



Appendix B
Equipment Requirements - Staffing



Appendix B

Pool Equipment Supplied

THE ASSOCIATION agrees to supply the following equipment at each pool:

- i. Pool rule signs
- ii. Trash cans
- iii. Safety Buoy
- iv. Rescue Tubes (11)
- v. Backboards (2)
- vi. Shepherd Hooks (1)
- vii. Emergency Telephone
- viii. Fire Extinguisher
- ix. Garden Hose

BEARFOOT will provide all administrative supplies for the lifeguards for the purpose of recordkeeping at each pool, as well as:

- i. AED (automated external defibrillator) (1)
- ii. Large First Aid Kit (1)
- iii. Emergency Oxygen Tanks and CPR Masks (1)
- iv. Blood Borne Pathogen Kit (1)
- v. Water testing kits and replacement testing chemicals (1)



Appendix C
Company Background
&
References

OVERVIEW

Welcome to Bearfoot. We specialize in managing commercial pool facilities for community associations as well as a variety of other pool-related services focused around the community. Our leadership team has more than 100 combined years of experience in the industry, with several who started working for Bearfoot as a lifeguard. We believe Lifeguarding provides communities with a safe environment but also is a foundation to develop much needed career and life skills for many of the young individuals within your community.

Bearfoot believes in young people and is committed to their development. We understand and embrace what the lifeguard industry requires of young people which is to perform at a high level in extremely stressful situations. We embrace this because our employees have demonstrated for more than 10 years that they are capable of saving lives while creating a fun atmosphere at the pool. Bearfoot leadership strives to create a culture of Honesty, Respect, Humility and Compassion. It is extremely important to us to encourage these traits within our employees because we know that if our employees embody these values, they will be not only an incredible lifeguard but also an extraordinary person with a great chance of future success. Our goal is to create an oasis at your pool facility where families and neighbors can spend quality time together in a safe and positive environment.

ADAPTING TO COVID-19

The pool season of 2020 was one full of uncertainty and constant change. Bearfoot had the leadership in place to stay abreast of the changes from the various authoritative levels to keep our communities informed and provide a safe environment for their communities. Bearfoot made large investments in safety equipment including professional safety manikins to provide a realistic training environment when close contact was limited. We were able to train and staff over 700 lifeguards in small groups and in nearly half the time we would usually accord for in a non-pandemic environment. We are very proud of the individuals who were committed to providing a high level of training while being very cautious.

LIFEGUARDS

Most emergencies at a pool are completely preventable, that is why having lifeguards at a pool is the most ideal scenario at any pool facility. Our guards not only have to make smart quick decisions but also need to be able to collect themselves in some of the most stressful situations. All of our lifeguards are certified through the American Red Cross and complete several in-services that not only focus on sharpening their skillset in lifeguarding but also how to prepare themselves mentally to do this work. Our leadership team trains all of our guards personally. Bearfoot has specially trained lifeguard auditors that test the lifeguard's skills in 1-on-1 situation to make sure our guards can respond to emergencies quickly and effectively.

We have a clearly defined chain of command in case of emergency situations. Bearfoot develops an Emergency Action Plan tailored for each pool facility because if an accident happens communication and immediate response is critical. Lifeguards will enforce all rules set out by the community. Lifeguards are instructed to close the pool for at least 30 minutes in the event of lightning or thunder. Our lifeguards train weekly on first aid, CPR, water saves, pool maintenance and customer service. Supervisor cleaning and Safety inspections are carried out multiple times per week.

POOL MONITORS

Our Pool Monitor program is a great way to have a trained professional at smaller pool facilities or pools that cater specifically to adults. Our monitors will regulate access to the pool, perform maintenance and cleaning duties and respond to any emergency situation that arises. Our Pool Monitors have a unique advantage because they are trained American Red Cross lifeguards. Our Monitors will have first aid kits, Emergency Oxygen, and the training to properly respond to any emergency at the community pool. They will enforce all rules provided by the community including regulating the entrance into the pool. Monitors are also required to attend our weekly training in-service; there we discuss issues that arise at the pool and how to properly address them. This also includes having emergency training programs for CPR,

First Aid, AED, Emergency Oxygen and Water Rescue Training. But the great quality that our company takes pride in is that our staff will accomplish all of these things while having a smile on our face. We will create a safe positive environment so everyone can enjoy a relaxing day at the pool.

POOL MAINTENANCE AND PORTER SERVICE

Bearfoot offers top-notch pool maintenance services for HOA Pools and Private Pool Facilities. From pool cleaning and porter services to emergency response, we provide every aspect of pool maintenance needs. Bearfoot takes pride in the cleanliness of their pools understand the importance of a comfortable pool. With over 20 years of experience as Certified Pool Operators, the Bearfoot leadership team knows the ins and outs of pool maintenance. We've handled every type of issue imaginable and this experience gives us the ability to offer quicker, more quality service at reduced cost from our competitors.

We create a custom service plan to fit the specific needs of each community we serve. Every pool will have a certified pool operator on staff to guarantee that the pool is clean and comfortable. We have daily cleaning schedules that include tile cleaning, algae prevention, trash responsibilities, and bathroom cleaning. Pools are vacuumed at least 3 times a week. In order to achieve the perfect chemical balance, hourly chemical testing is performed. If there is an imbalance in the chemical levels we will quickly balance the water.

When pool emergencies occur, time is your biggest asset. Our maintenance team is trained in pool chemistry and emergency procedures and can solve problems in real-time. Rather than having to wait on a maintenance crew to arrive, issues are resolved instantly on-site by trained Bearfoot managers, lifeguards and other staff members. Bearfoot uses leading technology products for treating our pools and cleaning. This eco-friendly line is both good for the environment and cost-effective. With our products, we can use fewer chemicals, less product, and provide the crystal clear water our clients expect at no additional cost.

CUSTOMER SERVICE

Bearfoot believes in providing a joyful positive atmosphere at our pools. We train our lifeguards to work with parents to enforce pool rules. Our guards will respectfully enforce the rules of the pool. When a rule violation occurs, it is important to speak respectfully and educate our patrons.

INSURANCE

Bearfoot will provide liability insurance for the association. We also provide on the job/Employer's liability coverage for our employees.

SWIMMING AND SAFTY SERVICES

During the summer, Bearfoot offers sessions of swimming lessons from May to August. Each session is 8 days over a 2-week period. Our Program reaches the maximum amount of swimmers, by offering beginner, intermediate and advanced swim lessons to different age groups. We understand the benefit of having great swimmers, this is why all of our swimming instructors are water safety instructors certified by the American Red Cross. Small class sizes insure that children receive personal attention, helping them become more comfortable in the water.

We also offer safety skills outside of the pool area, so the community can take advantage of the CPR and First Aid/AED courses we offer throughout the year.

The pool is a fun family center so we encourage families to bring their parties to the pool. Bearfoot will also provide private lifeguards for after hour functions at affordable prices.

RESPONSIBILITIES & QUALIFICATIONS

Supervisors – Responsible for overseeing the leadership of the pool. They are responsible for scheduling and staffing all of the pool facilities in their area. They are also responsible for maintaining our lifeguards skills to a high level. Carries out routine inspections on the pool facility to ensure high quality service, the pools have the proper supplies and that our guards and patrons are happy and are taken care of. Also directly handles any problems or unique circumstances.

Auditor –Responsible for ensuring that all of our employees are able to save a life. They are in charge of pre-season training and run all of the in-service trainings. They perform a 1 on 1 audit on the lifeguard's skills and provide further the education to all of our lifeguards.

Managers – Responsible for the day-to-day operations of the pool including the scheduling of lifeguard shifts and pool maintenance. The manager will ensure professionalism from the lifeguards and proper customer service for the patrons. The manager will also be in charge of locking the pool facility at closing time.

- At least 2 years of experience in lifeguarding
- American Red Cross CPR certification
- CPO Certification
- American Red Cross First Aid/ AED certification
- American Red Cross Lifeguard
- 18 years of age or older

Monitors – Regulates an entire pool facility. They are stationed at the facilities gate to manage the flow of entry and exit through the gate, assist patrons at the pool, perform any maintenance or cleaning duties and respond to emergency situations.

- At least 2 years of experience in lifeguarding
- American Red Cross CPR certification
- CPO Certification
- American Red Cross First Aid/ AED certification
- American Red Cross Lifeguard
- 18 years of age or older

Lifeguards – Lifeguards will be in charge of observing the pool and ensuring patrons and children are safe. Lifeguards will perform cleaning duties and maintain the appearance of the pool deck. Lifeguards will attend weekly training courses in order to be prepared at all times.

- American Red Cross CPR certification

- American Red Cross First Aid/ AED certification
- American Red Cross Lifeguard
- 15 years of age or older

Required Lifeguard Weekly Training

Instructed by an Auditor or Higher

Customer Service
 Pool Safety
 Water Saves
 First Aid / CPR
 Physical Fitness

Conducted an Auditor or Supervisor

Physical Check
 Safety Check
 First Aid / CPR Check
 Pool Cleaning Check

RECORDS

With the availability of our app, you will be able to receive important up to date information quickly and at your fingertips including:

Emergency Plan	Emergency Telephone numbers
Employee Certifications	Emergency Procedure Notebook
Chemical Logs	Incident Reports
Maintenance Logs	MSDS sheets

EQUIPMENT & SUPPLIES BEARFOOT CAN SUPPLY

We only carry the best first aid and emergency equipment. Weekly inspections of first aid inventory will ensure that we always have proper supplies. We can provide you with the following safety and medical equipment and supplies to be prepared for daily tasks and emergency situations:

Backboard with Head Immobilizer	Umbrellas for lifeguard stands
AED	Fire Extinguishers
Emergency Oxygen	Reaching Poles
Large First Aid Kit	Wire brush

CPR Masks
Blood Borne Pathogen Kit
Lifeguard rescue tubes
Pool Chemicals
Chemical Testing Kit
Shepherd's Crook
Throwing Buoys

Nylon brush
Telephone
Garden Hoses
Brooms
Mops
Trash Bags and Cans
Porter Supplies

REFERENCES & POOLS WE MANAGE

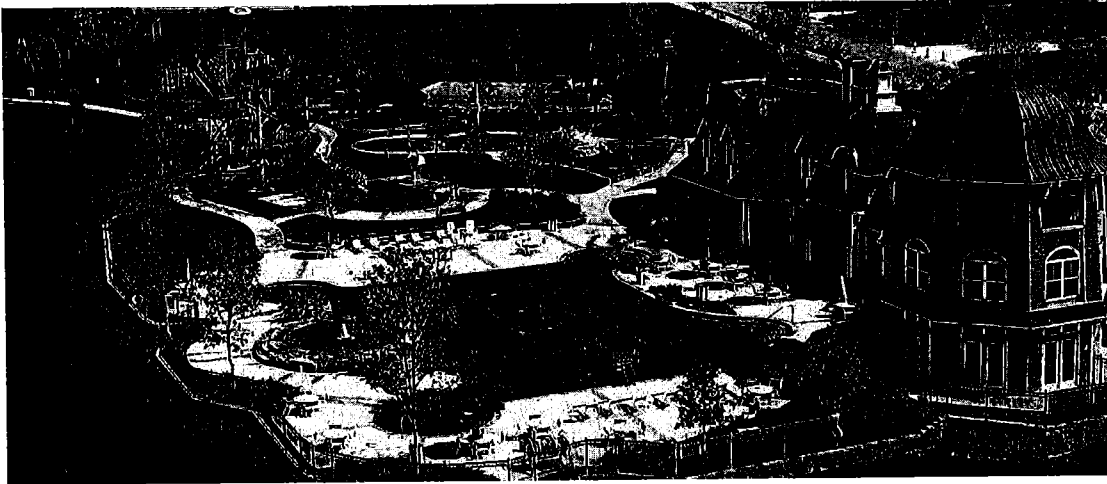


Shadow Creek Ranch H.O.A.

This community requires 30 lifeguards per day to staff. We satisfy all their maintenance and portering needs for the 4 pools within their community.

Javier, Operations Manager

713-984-7277



Providence H.O.A.

Providence requires 14 lifeguards per day. We are responsible for porter and staffing an additional pool facility within the community.

Cody Watson, General Manager

940-440-2200

The logo for Insight Association Management consists of three stylized, black, L-shaped symbols arranged in a descending staircase pattern on the left side. To the right of these symbols, the word "Insight" is written in a large, bold, serif font. Below "Insight", the words "Association" and "Management" are stacked vertically in a smaller, black, sans-serif font.

Insight Association Management

Insight Association Management

We currently staff 4 communities, for a total of 9 pools. All combined we staff 23 lifeguards and monitors per day for Insight. We assist in portering several of the facilities.

Bruce Crawford, President

214-494-6002



Sterling Lakes H.O.A.

We staff 7 Lifeguards daily and provide maintenance for the two pools and splashpad within the Sterling Lakes. We were able to restore the functionality of their splashpad after being out of service for two years.

Rachel Richmond, Community Director

713-329-7103

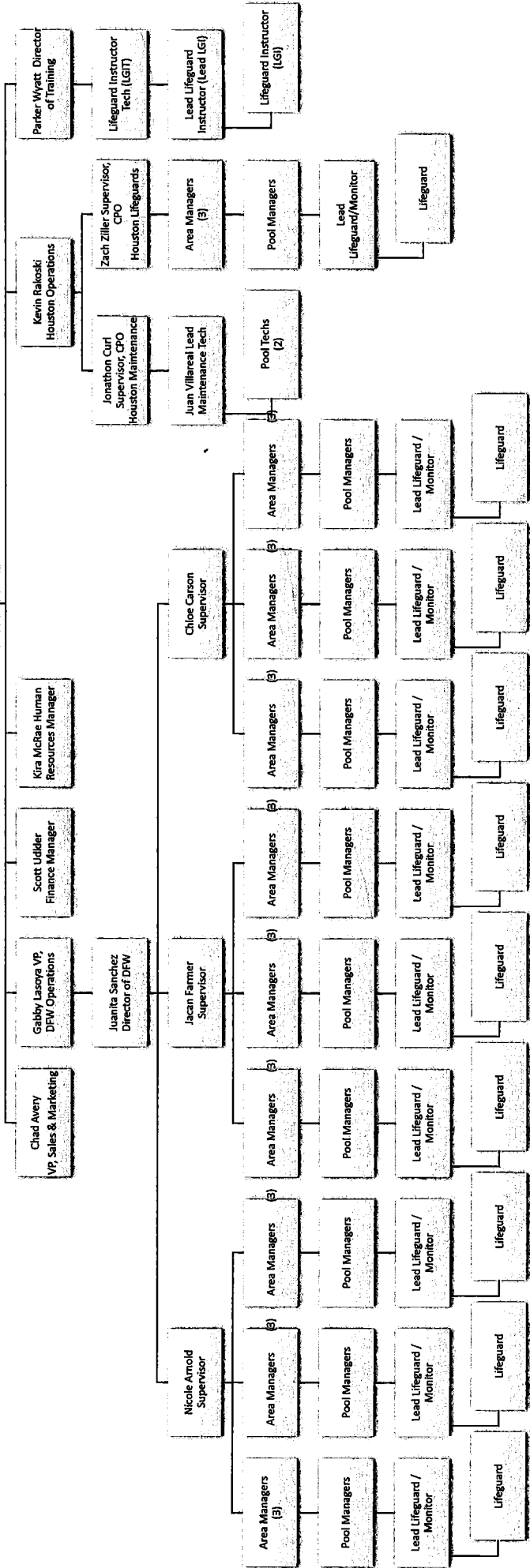


Appendix D
Company Organizational Chart



Charles Rakoski
CEO

Blake Harmer
President





Appendix E

Safety and Community Relations Training Program



SAFETY IS OUR FIRST PRIORITY

That is why we are certified through the National Swimming Pool Foundation and Authorized Providers of American Red Cross certifications. Earned the title as "Top Training Providers" through American Red Cross in 2018 through 2021.

Bearfoot has 14 years experience in staffing Homeowner Associations, Public Pool Facilities, Private Pools and Events in the Dallas, Fort Worth and Houston areas. Starting out as lifeguards themselves, our leaders have more than 30 years of experience in the Aquatics industry. When you work with us, you will feel confident as you are working with a team who has first hand knowledge and knows every detail of pool management.

- i. All employees/Lifeguards are certified under the American Red Cross
- ii. All Employees must Test in for the summer including lifeguards not certified under our lifeguard training program.
- iii. Authorized Provider of the American Red Cross since 2008
- iv. 5 Lifeguard Instructor Trainers
- v. 75 Lifeguard Instructors
- vi. Certified over 1000 Lifeguards over the past two years

'22

BEARFOOT COMPANIES

AREA MANAGER
MANUAL

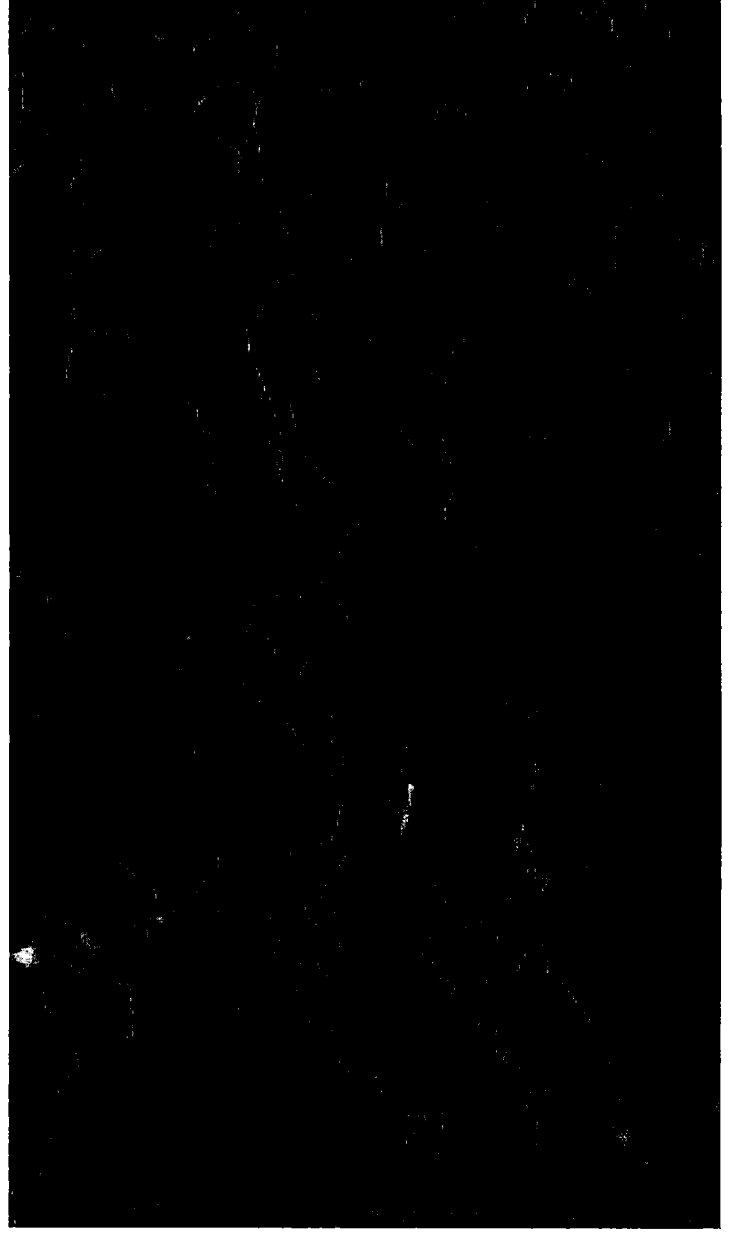
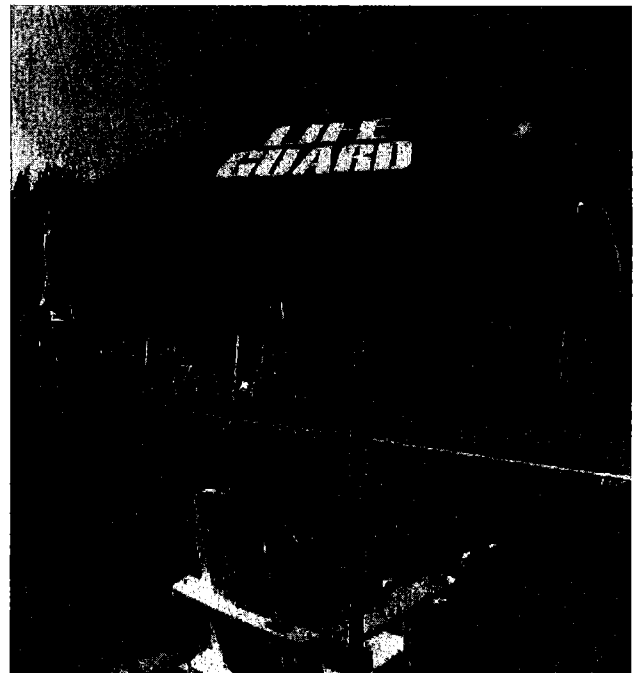
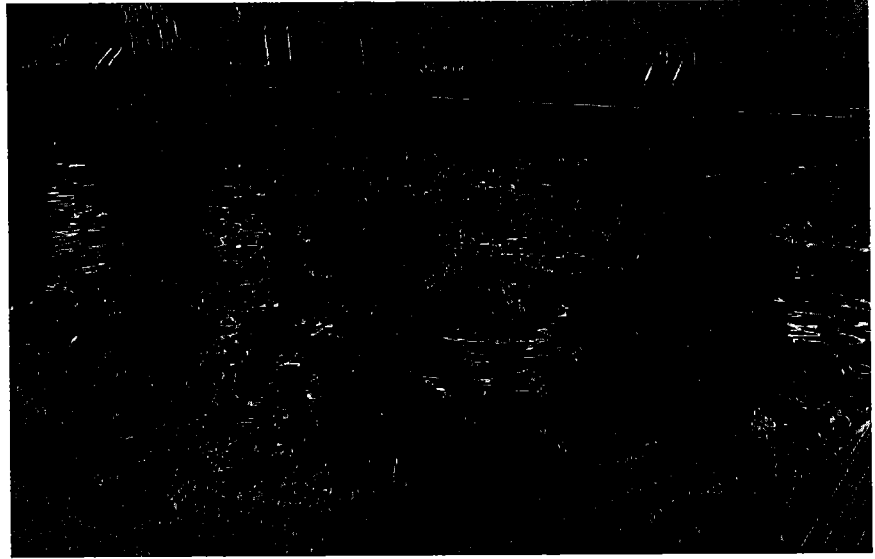


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INTRO TO POSITION



TO TRANSFORM A HIGH PERFORMING MANAGER OR LEAD MANAGER INTO A HIGH FUNCTIONING LOGISTICAL OPERATOR BY ADVANCING KEY CONCEPTS IN LOGISTICS, ORGANIZATION, COMMUNICATIONS, COGNITIVE THINKING, PUBLIC RELATIONS, DOCUMENTATION, TRAINING, AND POLICY IMPROVEMENT.

Previous Position(s): Manager or Lead Manager

Future Positions(s): Area Supervisor or Recruiter

Purpose of the Area Manager: To execute the operations such as scheduling, improving/enforcing policy changes, running Inservices, performing routine site inspections, and report to upper management in weekly meetings. Area Managers are the primary Point of Contact for Managers and Monitors and directly report to the Area Supervisor. Area Managers are masters of each facility and are goal oriented to train their subordinates to also be masters of each facility. The Area Manager mentors their Managers and Monitors to be future Area Managers of Bearfoot and also strongly encourages their Managers and Monitors to mentor their subordinates to future promotional positions. Area Managers are constantly building relationships with their subordinates to maintain overall employee satisfaction; however, the Area Manager must also hold 100% accountability for their subordinates.

Transitioning to Area Manager: Transitioning is best done simply. A majority will accept the Area Manager just by respectfully claiming the Area Manager role. However, The Area Manager can not simply state they are the boss and everyone must obey. This creates an arrogant mindset that will decrease Employee Satisfaction.

The Area Manager should focus on the team aspect. They should express their gratitude to have their employees as a part of their team. The Area Manager should reassure their Subordinates have a voice as a part of the team. Success should be reinforced by working together at all levels. And above all else, the Area Manager must state and follow through that everyone on the team will treat each other with the utmost respect including themselves as the Area Manager.

The Area Manager should embrace humility and show vulnerability that they are not all knowing, but as the

Area Manager, they will strive to be the best Leader possible and fully accept any feedback or criticism from their employees so that the Area Manager can be the best Leader for their employees.

For the minority of Employees that do not approve the Area Manager, regardless of reasoning, there are multiple things that can make these difficult relationships stronger:

1. Stay humble
2. Quality Time
3. Support them
4. Compliment them
5. The Area Manager can ask how they can improve as their leader
6. Give them a task

Stay Humble - Humility is one of the most powerful core values we have. The Area Manager should not let pride stop them from building a relationship with their employee. The Area Manager should self-reflect on their actions first and try to get an understanding of their employee's perspective. Once an Area Manager understands their employee's reasoning, the Area Manager can take action to improve themselves. Examples why an employee may not like the Area Manager are below:

- Ex #1: The employee feels they deserved the Area Manager position over the current Area Manager.
Solution - The Area Manager could sit down with them and reassure them that it was not their intention to take the position away from them, but they will help them in every way to become an Area Manager in the future.

- Ex #2: They remember an incident where you treated them poorly.

Solution - The Area Manager should take a moment to truly reflect on the incident. Sometimes all it takes is one moment to leave a bad taste in someone's mouth for years to come. The Area Manager should speak with the employee one on one and deeply apologize for that moment. They should explain their understanding of the Employees feelings and ensure the utmost Respect to the employee starting immediately. It's important for the Area Manager to follow through as often as possible to ensure the relationship with the employee continues to grow. This will not be a quick process, but consistent reinforcement will build the relationship in the end.

Quality Time - This can be done either one on one or within a group setting. There is no direct guidance for which method to choose as each situation is different. However, generally group settings are best used to smooth the transition to one on one conversation. But sometimes the best way to resolve conflict is directly between the Area Manager and employee, and if needed, a third person can act as a moderator to ensure the conversation is productive.

Tips for either setting:

- Bring food or drink - The Area Manager can find a way to figure out the Employee's favorite food or drink and bring it out to the employee's facility while they are working. Enjoying a meal or drink together is a comfortable way to ease unwanted tension.
- Embrace the power of listening - When one person talks over and over about themselves or experiences, a feeling of annoyance spreads around the rest of the group. But when someone truly listens to another without any interruption, the person speaking feels a sense of gratitude to be heard, and the one listening gains a deeper understanding of the individual.
- Close with employees - Many employees see Area Managers during the day time but rarely during closing. When an Area Manager takes the time to close with their employees, it builds comradery with the team as everyone works through the night after peak hours of the facility. It also helps pass the time by for those who have worked a long shift. Doing this every now and then will greatly improve a sense of pride within the area.
- Ask about them - It's easy for the Area Manager to get caught up in operations and only reach out to employees when they are needed but this can discourage the employee or even make them feel unappreciated. While it's possible employees may find check-in phone calls or texts weird at first, this mindset will change into appreciation and build the family environment that Bearfoot takes pride in.

Support them - Everyone is always going through something good and bad in their lives. Some severely impact people, while others just may only impact their day. Regardless, showing employees support whether during the difficult times or the good times with a text or phone call will dramatically increase the relationship between Area Manager and employee. Even something as wishing an employee to have a great day will have the same positive impact.

Compliment them - Small or large, compliments always make employees feel good, especially around a crowd. Any moment there's an opportunity for an Area Manager to compliment an employee in front of a crowd, they should take advantage of the moment. Some may feel embarrassed, but at the same time, they still feel proud to receive a compliment from a high level position. At the same time, people will make mental notes of the compliment and try to repeat the action in hopes of receiving the next one.

Ask for Feedback - This concept requires a lot of Humility. Receiving feedback from a superior can be difficult enough. To hear feedback from a subordinate that doesn't have any Area Manager experience can be even more difficult to experience. However, this is extremely

powerful in many ways.

- It requires the Area Manager to have enough humility to accept teachable moments from people of any age, position, race, belief, etc.
- It displays open mindedness to the employees by seeking their thoughts even though they are at a lower position
- Employees will feel valued and build comradery
- Subordinates have a different perspective and can use that perspective to give insight that might be overlooked by someone equal or higher level than the Area Manager.

Give them a task – This is a powerful tool as it can instill both humility and responsibility in the employee. If someone thinks they deserve the position more than the Area Manager, then the Area Manager should give them a task (that will have minimal effect on the overall operation). The Employee will take this task and make it their own and if they fail, humility will take over. The Area Manager can then take advantage of the teachable moment and show the employee how to succeed. If the employee succeeds, the Area Manager should compliment them and give them something a little more challenging. This will build a great partnership and a future Area Manager candidate for the company.

Relationship with Supervisor: The relationship between Area Manager and Supervisor is the most valuable asset within the operations of the company. While the Supervisor is technically the boss of the Area Manager, the relationship should be viewed more as two people supporting each other for total domination. The Area Manager acts as the Master of Intel for their area. They have a strong relationship with their employees. They understand all aspects of how each facility runs. And they are always providing constant communication with the Supervisor so that the Supervisor always has a clear picture of the overall condition of each area allowing them to make key decisions to further improve operational effectiveness on a larger scale.

The Supervisor acts as the Master of Guidance. They have a deep understanding of operations on both a large and small scale and can provide superior advice and recommendations for virtually all situations that benefit one if not multiple areas. They are also constantly keeping track of events, policy changes, operational issues, scheduling and Area Manager's performance to enhance the certainty of the Area Manager's success.

While the Area Manager should be confident thinking for themselves and making decisions as needed, they should always be comfortable asking the Supervisor for assistance. The Area Manager should never hesitate to reach out to the Supervisor due to the hectic nature of the Supervisor's position. The overall responsibility of the Supervisor is to ensure Area Manager success.

SCHEDULING/ TIMESHEETS

Scheduling: Scheduling is the most crucial aspect to a strong operational foundation. A strong schedule made on time that incorporates employee's availability, preferred pool(s) and preferred weekly hours will dramatically decrease operational chaos. Never should the Area Manager try to complete a two week schedule in a single day (especially the day before the schedule should be posted). This is virtually impossible and shows poor time management skills.

Scheduling should be done throughout the week and at least one Scheduling Party should be conducted to make the next schedule. A Scheduling Party involves the Area Supervisor and their Area Managers in a single meeting to make the next schedule. Scheduling Parties are powerful for many reasons: 1.) This is a predetermined time to work on the schedule usually later in the evening time to allow the Area Manager to complete all daily tasks and focus purely just on the schedule. 2.) The Area Supervisor is easily accessible for questions or help with challenges. 3.) All Area Managers can collaborate together to help fill in random holes.

How to Schedule on Deputy on the Phone (Daily Mode):

1. Go to Deputy App
2. Click on "Schedule"
3. Click on "Add Shift" towards the bottom of the screen OR click on the "+" in the top right corner
4. Click on "Select Area" to select the pool
5. Verify the date you want schedule the shift
6. Click on Beginning time (set the beginning time 15 minutes earlier than actual shift) 9am = 845am
7. Click on End time (set the after time 15 minutes Later than actual shift) 6pm = 6:15pm
8. Click on "30 min, meal break"
9. Click on "Meal Break (Unpaid)"
10. Click on "Delete Break" (in Red)
11. Click on "Add Employee" Choose Employee to work

shift. Do not create Open shifts.

12. Add shift notes as needed
13. Click on "Add Shift"
14. Click on "Publish XX Shift(s)"

How to Schedule on Deputy on the Phone (Weekly Mode):

1. Go to Deputy App
2. Click on "Schedule" at the bottom
3. Click on the drop down menu (top middle) to select the pool you want to schedule the person
4. Click on the Date & Position you want to schedule the person
5. Verify the Area you want to schedule is correct
6. Verify the date you want schedule the shift is correct
7. Click on Beginning time (set the beginning time 15 minutes earlier than actual shift) 9am = 845am
8. Click on End time (set the after time 15 minutes Later than actual shift) 6pm = 6:15pm
9. Click on "30 min, meal break"
10. Click on "Meal Break (Unpaid)"
11. Click on "Delete Break" (in Red)
12. Click on "Add Employee" Choose Employee to work shift. Do not create Open shifts.
13. Add shift notes as needed
14. Click on "Add Shift"
15. Click on "Publish ## Shift(s)"

How to Schedule on Deputy on Desktop:

1. Hit the "+" under the date and position you would like to add
2. Create Open Shift, Empty Shift or select the person you would like to fill the shift under "Who is Working?" Drop down menu
3. Leave "In Which Area" Drop down menu alone, unless you accidentally clicked under the wrong position and need to change
4. Ex. you accidentally clicked Lifeguard Position and need to change it to the Monitor position

5. Start Times should be set 15 Minutes early (for life-guards and 30 mins for managers) than actual start time and 15 minutes later than the actual end time
6. Ex. a 10am-4pm shift > 9:45am-4:15pm
7. Change "Meal Break" to 0 Minutes
8. "Rest Break" should always be 0 Minutes
9. Notes are helpful providing Lockbox codes or noting where to find the safety bin
10. Click Save

Timesheets Phone Instructions:

1. Click on "Pool"
2. View which Timesheets are correct
3. Any incorrect Timesheets should be changed individually
4. Click "Approve All" for remainder of Timesheets
5. Repeat for each pool each day

Timesheets Laptop Instructions

1. Deputy.com
2. Login
3. Click on "Timesheets" (at the top)
4. Click on "Approve Timesheets"
5. Choose Location (top left, default "all locations")
6. Scroll to select pool
7. Ensure you are on the CORRECT PAY PERIOD
8. Approve individual timesheets and people only
9. Never click on approve all - some people forget to clock out and may have a 25 hour timesheet.

WORKING WITH HOA'S

**AS REPRESENTATIVES OF THE
COMPANY, WE SHOULD
CONDUCT OURSELVES
APPROPRIATELY**

HOA Managers: There are two forms of HOA Managers: On Site and Off Site.



Onsite Managers: This HOA Manager works in the offices near the facility during normal business hours; however, HOA Manager's hours vary per location. It is the responsibility of the Manager to know the times the HOA Manager is available.

If the Manager works at a Facility with an On Site HOA Manager, the Manager must meet with the HOA Manager before operational hours and cover the following Information: Manager(s) on Duty, confirmation of today's events, additional tasks to be completed. This meeting does not need to be awkward or long. An example has been provided below:

"Hi Susan, My name is Jane Smith. I will be the Manager all day today. I just wanted to confirm we had a movie tonight starting at 7:30pm. Is there anything we can do for you today that would help you out?"

It is crucial that we maintain a strong relationship with the HOA Manager. Simple walk-in meetings like the above ensure the Manager does their part to keep that relationship strong. It is important to note that the HOA Manager

is our Client, not our friend. Thus, a level of professionalism must be maintained when conversing with the HOA Manager.

Examples of Professional Topics are below:

College/Career Goals

Pets

Upcoming/Past Vacations

TV Shows/Movies

Upcoming/Past HOA Events

Books

Etc.

Any issues with Bearfoot Employees or HOA Employees must quickly be brought up to the Area Manager. Do not bring an Employee related issue to the HOA Manager, this is not their responsibility. In the same aspect, if an HOA Manager has issues with Bearfoot Operations, the Manager should direct them to the Area Manager.

Off Site Managers: This HOA Manager works at an office that is not located directly near the facility. Therefore a meeting is not required prior to the Manager's shift since the HOA Manager is not easily accessible. However, if the HOA Manager is On Site, the Manager must introduce themselves as the Manager on Duty and still offer any assistance.

COMMUNICATION

COMMUNICATING UP AND DOWN THE CHAIN OF COMMAND IS VITAL TO THE SUCCESS OF THE TEAM

Communication to the Area Manager: Regardless whether the HOA Manager is On Site or Off Site, the Area Manager must communicate all of the following to the HOA Manager as soon as possible: Pool Closures, Saves, EAPs, Missed Saves, Patron Issues, Unsafe Conditions. It is important to note these situations must be reported IMMEDIATELY to the HOA Manager to ensure the necessary steps are taken. The Area Manager should check in on their sites and with their Facility Managers often to ensure consistent updates with the HOA.

It is the responsibility of the Area Manager to provide a report for the above situations and ensure they are handled properly. This keeps the relationship between Bearfoot and our Client strong and trusting.

Disciplining Lifeguards: TBD NOTE: approved by Supes

Communication with Lifeguards/Monitors: The Manager is the first point of contact for Lifeguards and Monitors. Therefore, it is crucial the Manager builds a strong relationship with all Lifeguards and Monitors by promoting interactive communication. Examples of Initial Conversation Topics Include: favorite foods, favorite books, movies, TV shows, life goals, hobbies, passions, sports, schools, etc.

When having conversations with Lifeguards and Monitors, the Manager must listen thoroughly before responding. This shows genuine interest in what the Lifeguard or Monitor is saying and will encourage a willingness to keep conversing. Some of Bearfoot's greatest relationships derive from these conversations.

The more the Manager is able to connect with their Employees in this way, the more comfortable Lifeguards and Monitors will feel talking about issues at work that could inhibit a positive work environment.

S.A.D. Talk: All forms of communication should hold a Professional Standard at all times. At no point should there be conversations about Sex, Alcohol, or Drugs between any level of the Chain of Command. Conversations about Sex, Alcohol, or Drugs will lead to Disciplinary Action that may result in demotion, suspension, or even termination from the company.

It is the responsibility of the Manager to ensure S.A.D. Talk does not occur at their facility. The Manager is responsible to enforce the discontinuation of any S.A.D. talk at their facility. Failure to do so may result in demotion, suspension, or even termination from the company.

S.A.D. Talk is a form of immaturity and, for most of the Lifeguards and Monitors, involves illegal behavior. Bearfoot has a Zero Tolerance Policy for S.A.D. Talk, and the Manager must communicate often the consequences of these types of conversations while at the workplace.

Any infraction with S.A.D. Talk must be immediately reported by the Manager to the Area Manager with the following information:

Date & Time of Infraction
Everyone involved in the conversation
Conversation topic
Number of warnings given (if any)

Failure to report S.A.D. Talk Infraction will result in Disciplinary Action. If any conversation is questionable, terminate the conversation and report the conversation as above to the Area Manager.

DAILY OPERATIONS

THE ROLES AND RESPONSIBILITIES OF A BEARFOOT MANAGER ENCOMPASS ALL OF THE FOLLOWING

Call Downs

Call downs are one of the most crucial aspects to daily operations. The Area Manager must make sure the Manager conducts their call downs for the next day's shift. In the case where multiple managers are managing the same facility, the morning manager will conduct call downs for that shift. Call downs will begin no later than 2:00pm, but the Area Manager can request call downs to be sent out early due to special circumstances. The Area Manager must also conduct call downs for their monitor locations since monitor locations do not have a Manager to conduct call downs. Below is the Call Down Template that should be used for every call down:

"Hi! This is (Manager Name) your Manager for tomorrow. Can you please confirm your shift by replying with your name, shift time & shift location?"

NOTE: The Area Manager can also request for important announcements to be put into call downs. Examples have been provided below:

- Shoes may not be worn while sitting on stand
- Please arrive 30 minutes early to help set up for the 4th of July Event
- Reminder to enforce no goggles down the slide rule
- Make sure to bring a water bottle tomorrow. It will be extra hot!

The Area Manager must report drops immediately to the Bearfoot Operations Group Message with the following information: First and Last Name of Lifeguard or Monitor, Reason for Drop, Will the Lifeguard or Monitor show up to shift if no one is available.

A drop is defined as anyone who is scheduled for the next day and states they are unable to attend their scheduled shift (regardless of reason). If an Employee

states someone is covering their shift, the Employee dropping their shift must show a screenshot of proof. The Area Manager will confirm the replacement is still valid and make the change on Deputy. If the replacement is no longer valid due to any circumstance, the Area Manager must speak with the Employee dropping their shift and confirm they will still be at their shift. Since the schedule change was not made on Deputy, the Employee still scheduled for the shift is responsible to work that shift. If the Employee can not show up, they will receive disciplinary action.

If an Employee requests a trade, the Manager must report the trade to the Area Manager and the Area Manager will make the change to Deputy accordingly

Updates on call downs will be given no later than 4:00pm, 6:00pm and 8:00pm. The Area Manager will collect all the information given from their Managers and report in the Bearfoot Operations Group Message the number of Employees Confirmed out of the Total Amount of Employees working that day for their Area. Example: at 4:00pm, a total of 26 Employees work tomorrow and 18 have confirmed their shifts. The Area Manager will report 18 of 26 confirmed.

In the case of a dropped shift, the Area Manager will report 18 of 26 confirmed followed by "John Smith is dropping tomorrow's shift due to a doctor's appointment. John said he will work his shift if no one can take it."

NOTE: For the 8pm call down, the Area manager will call anyone who is unconfirmed. If the Employee answers the phone call, the Area Manager must still receive a text confirmation. For any Employees that do not answer the phone call, the Area Manager will put the Employees First and Last Name and Pool Facility they are working in the Bearfoot Operations Group Message.

Clocking In & Out

Time Fraud is defined as payment received for time the employee did not actually work. Time Fraud is absolutely unacceptable within Bearfoot. If any employee engages in Time Fraud, the employee will receive a single documented warning explaining Time Fraud and its consequences. A second infraction will result in disciplinary action.

Clocking in can be conducted within the gates of the facility no earlier than the time notated on the schedule. Example: John's shift begins at 8:45 am. John can not clock in any earlier than 8:45 am. Only an Area Manager or above can approve an employee clocking in before their scheduled shift. This approval must be in writing - no exceptions.

Clocking out must be conducted when everyone is allowed to leave the facility. The Manager mandates the release time, but the release time should not exceed the scheduled release time without proper exceptions. Examples include: cleaning facility, additional duties added to closing shift, issues that prevent closing duties to start on time. All exceptions must be reported to the Area Manager. If exceptions begin to repeat themselves frequently, the Area Manager should identify the issue and work with the Supervisor to create a solution. The Area Manager should be double checking timesheets thoroughly to ensure Employees are leaving work in a timely manner. Continuously working later than scheduled can decrease Employee Morale over time.

NOTE: While the Area Manager does not clock in out and out during their contract time, they will still be able to work outside their contract time for an hourly rate.

Group Messages

Group Messages are highly used to maintain accountability for everyone within a specific area. These Group Messages require engagement from all members to ensure effective operations. Group Messages provide a fast and efficient way to communicate Policies and Procedures, updates to Policies and Procedures, report pool/staffing issues, ask for help to improve operations, remind other Managers about a new Policy put into place or an upcoming event. These Group Messages are not limited to what is stated above; however, these are the most common. It is crucial to understand that the best way to maintain a consistent area is to actively use Group Messages. It also allows Managers' voices to be heard by Upper Management which increases the response rate should a Manager ask for help.

Generally (for an Area Manager) there are three types of Groups. Facility/Area Groups and Supervisorial Groups, and a Bearfoot Operations Group..

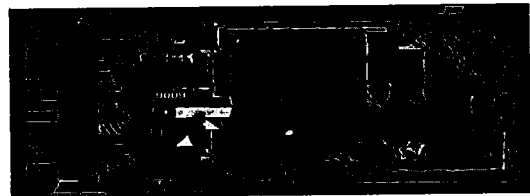
Facility/Area Group Messages are for a specific Facility or Area where there may be multiple Facilities within a given Neighborhood OR there are multiple of the same level pools within a given Area. Within this Group Message, there will be all the Managers of the Facility/Area, the Area Manager and the Supervisor. While the Supervisor is in the Group Message, the Area Manager is the Leader of the Group Message. The Supervisor provides a support role to ensure the Area Manager follows through any tasks requested by the Area Manager, or if the Supervisor knows the Area Manager is busy with a separate task, the Supervisor will cover for the Area Manager. The purpose of Facility/Area Group Messages is to maintain accountability for a specific area that is not necessary to communicate to all areas within the Supervisor Area.

Supervisorial Group Messages are used for all Managers and Area Managers within a Supervisorial Area. This Group Message is generally used for two main purposes. 1.) to problem solve on multiple fronts with the help of Managers across multiple areas. Sometimes where one area struggles, another area already has a flawless system. This can provide one of the fastest problem-solving solutions that could potentially turn into a company-wide policy. 2.) to communicate direct messages from the Supervisors themselves, the Directors, or the Executives of Bearfoot. These messages must be confirmed by all Managers within the Group Message and implemented as soon as possible if actions must be taken.

The Bearfoot Operations Group Message consists of all Area Managers within Bearfoot. This is primarily used by DFW Area Managers in case of last minute drops. But this is also a great group message for Executives to pass information or change a policy quickly throughout the company. It's imperative that the Area Manager ensures all information is passed and policies enforced as quickly as possible.

Emergency Action Plan (EAP)

EAP's are the emergency rescue element of Bearfoot. It is important to understand and regularly review the facility's EAP.



1. The Reacting Lifeguard enters the writer for the event
2. The Manager gets the backboard
3. The break guard takes the bin to the stove (if no break guard than the other guard on stand gets the bin)
4. The remaining guard clears the facility if staffing allows and wait for EMS in the parking lot

KEY
[Redacted]
[Redacted]

EAPs are different for every facility. However, there are

key concepts in every EAP that are the same: signal, primary response, back up response, communication, crowd control, report, and release. The goal of the Area Manager is to work with all Managers and Monitors to make sure they understand and are confident to execute the proper EAP for their Facility.

NOTE: Any time an Area Manager is notified of an EAP, the Area Manager must report the EAP at minimum to the Supervisor with as much information as possible. If the Manager on Duty can not provide details at the moment, the Area Manager will report to the Supervisor the Location of the EAP, when the Area Manager was notified and their ETA to the Facility.

Signal: The moment an Employee identifies a situation that requires EMS, the Identifying Rescuer will blow a Triple Whistle (3 distinct short whistle bursts) to activate the EAP. The surrounding Lifeguards will echo the Triple Whistle with the Dip Whistle to begin clearing the facility.

Primary Response: After the Identifier activates the EAP, the Identifier will approach the victim as quickly and safely as possible depending on if the emergency is water or land based.

- **Water-Based:** The identifier will perform the appropriate entry and water rescue skills as taught in the Lifeguarding Course. The Identifier will also call out the following: an Assisting Rescuer, a Backboard, identification of a Spinal Injury, and the Emergency Bin. The Identifier and Assisting Responders will bring the victim out of the water and provide the appropriate care as taught in the Lifeguarding Course.
- **Land-Based:** The Identifier will approach and assess the victim as trained in the Lifeguard Course. The Identifier will call out for the following: an Assisting Rescuer, identification of a Spinal Injury, and the Emergency Bin. The Identifier and Assisting Rescuers will provide the appropriate care as taught in the Lifeguarding Course.

Backup Response: Any Lifeguards on break and/or any Monitors at the Facility are included as the Backup Response Team. If a Monitor is present at the facility, the Monitor will be the designated 911 caller. If not, the Manager will designate a Lifeguard to call 911. **NOTE:** if a Monitor is present, it is still the responsibility of the Manager to make sure the Monitor calls 911.

The Manager will notify the Area Manager. In the case of a 2 Lifeguard Site, the Manager will, at minimum, text the Area Manager "EAP". Providing a high level of care is the primary responsibility of the Back Up Response Team, and the Manager can not focus on a phone call and saving a life at the same time.

The Lifeguard/Monitor that calls 911 must remain close to the Response Team and Victim to pass along information.

The remaining Lifeguards and Monitors will bring the

following items:

- Safety Bin with BVM, Oxygen, First Aid Bag, AED
- Backboard
- Patient Care Report Clipboard with Pens

Upon arrival to the victim, the Backup Response Team will be set up to provide care to the victim as taught in the Lifeguarding Course. It is the responsibility of the Manager to assign the Backup Response Team to specific tasks to ensure the victim is provided with the most efficient and highest quality of care.

Communication: Absolutely everything must be communicated during an EAP. When the Manager gives a task to a specific Lifeguard, that Lifeguard will confirm verbally by repeating the task assigned to them. Example - The Manager tells Lifeguard 1 to perform a Primary Assessment. Lifeguard 1 responds "I got Primary Assessment". Lifeguards do not need to wait for the Manager to assign tasks.

The Primary Rescuer should give the Manager the most up-to-date information so the Manager can provide necessary direction quickly to the Backup Response Team.

At least 1 Lifeguard should write down time stamps and any care provided on a piece of paper (back of a PCR) to avoid forgetting key points of information necessary to complete a strong Patient Care Report. **NOTE:** In the case of a 2 Lifeguard Facility, the Manager and Lifeguard will work together to best document the approximate times of every Key Point of Information.

Crowd Control: The overall objective for Crowd Control is to quickly remove the patrons from the facility to give EMS easier access through the gates and to the victim and also give the victim privacy.

Crowd control is different for all facilities but the key concepts are the same:

- A designated person must be assigned to meet EMS at the EMS Parking Area and escort them to the Victim.
- Clear the facility furthest from the gates to closest to the gates.
- At least one Lifeguard or Monitor must ensure ALL patrons leave the facility before assisting the victim
- If there are multiple exits/entry gates, the gate closest to EMS's parking area should remain free of patrons. This will allow EMS to provide advanced care as quickly as possible.

In the case where multiple guards are providing Crowd Control, a bump and assist method will be used

- Bump and assist - Rescuer 1 will be behind all the patrons escorting them towards the gates. Rescuer 1 will peel away and assist in providing care for the victim when they reach Rescuer 2 (that is closest to the gate). Rescuer 2 will take over Escort Duty behind all the patrons until the patrons are fully out of the gates or until they reach Rescuer 3.



NOTE: The Rescue Team should encourage but not be disrespectful to patrons when trying to get them to exit the facility. More often than not, they do not understand the importance of this task. The Rescue team should explain to patrons that they will have the opportunity to get their belongings after the pool reopens. The Rescue Team can also explain it's for the victim's privacy and to allow EMS to provide care as quickly as possible.

Report: The Patient Care Report is the most instrumental step in an EAP Scenario. It documents the following:

- All forms of care provided by both the Rescue Team (and EMS if possible) This includes: Vitals, # of cycles of CPR/Rescue Breathing, and Pulse Ox readings (document every 1-2 minutes).
- Consent from Parent/Guardian (if victim is a minor)
- Victim information, at minimum first and last name, age, phone number, and parent/guardian first and last name (if victim is a minor).
- SAMPLE (if the victim is conscious or if a parent/guardian can provide information).
- Times of key points of action such as: Activated EAP, EMS called, arrived, take over, transport, Area Manager Notified, Number of cycles of CPR/Rescue Breathing given, When oxygen was delivered, Length of time victim was given Oxygen, LOC changes, and Victim feels better or worse.

Release: There are five ways a victim can be released from Bearfoot's care.

NOTE: The biggest difference between Adults and Minors is Minors require a Parent or Guardian.

For victims 18 years or older

1. Care has been provided and the victim signs the PCR
2. Care has been provided but the victim refuses to sign the PCR. It must be documented in the PCR that the victim refused to sign PCR.
3. Victim refuses care and signs the PCR. It must be documented in the PCR that the victim refused care.
4. Victim refuses care and refuses to sign PCR. It must be documented that the victim refused care and a second documentation that states the victim re-

fused to sign the PCR. Keep both refusals as separate sentences.

5. EMS takes over providing care for the victim. It must be documented when EMS took over care of the victim in the PCR

For Minors (anyone under the age of 18)

1. Care has been provided and PARENT/GUARDIAN of the victim signs the PCR
2. Care has been provided but the PARENT/GUARDIAN of the victim refuses to sign the PCR. It must be documented in the PCR that the PARENT/GUARDIAN of the victim refused to sign PCR.
3. PARENT/GUARDIAN of the victim refuses care and signs the PCR. It must be documented in the PCR that the victim refused care.
4. PARENT/GUARDIAN of the victim refuses care and refuses to sign PCR. It must be documented that the victim refused care and a second documentation that states the victim refused to sign the PCR. Keep both refusals as separate sentences.
5. EMS takes over providing care for the victim. It must be documented when EMS took over care of the victim in the PCR.

NOTE: In the case a Minor's Parent/Guardian are not present throughout the Emergency, document in the PCR

Single Person EAPs: Monitor sites are unique in that most Monitor sites are single person sites; however, the Monitor is still expected to perform in an Emergency Situation. The Key Concepts of a Single Person EAP are the exact same: Signal, Primary Response, Backup Response, Communication, Crowd Control, Report, and Release. However, these concepts are adjusted for a Single Person EAP..

Signal: When the Monitor notices an Emergency that requires EMS to arrive on scene, the Monitor will still blow a Triple Whistle. While patrons may not understand what a Triple Whistle means, it provides 2 specific benefits. 1.) It maintains instinctive discipline to immediately blow a Triple Whistle no matter what type of facility the Monitor is working. 2. Most patrons are used to only hearing a Single Whistle, so when patrons hear a Triple Whistle, they are more likely to transition their focus to the Monitor.

Primary Response: The Monitor will approach the victim as quickly and safely as possible depending if the emergency is water or land based.

- **Water Based:** The Monitor will perform the appropriate entry and water rescue skill as taught in the Lifeguarding Course, but it's important to note that there are no backboards nor a Trained Lifeguard Back Up Response Team.

In the case of a Passive Victim where the Victim needs to be Extricated, the Monitor can ask for assistance from

a confident patron to help remove the victim safely from the pool. If no patrons are available, the Monitor will stay in the pool until EMS can help with Extrication

In the case of a Spinal Victim where the Victim needs to be Backboarded, the Monitor will hold inline in the water until EMS can help with the backboarding procedure.

NOTE: EMS is not trained in Backboarding as often as we are. In some cases, they may not be trained at all. Therefore, it is extremely important Monitors feel confident in explaining the Backboarding Procedure so that it is done correctly.

- Land Based: The Monitor will approach and assess the victim as trained in the Lifeguard Course.

NOTE: If someone of equal or higher level of training is willing to assist the victim such as a doctor, nurse or off duty EMT, they may assist the Monitor as needed.

Communication: Like in a Group EAP, communication is a key point in ensuring everything gets done correctly. The difference in a Single Person EAP is that most likely, the Monitor will need to be able to communicate to a patron who may not know the technical words that Trained Responders are used to.

The Monitor must also be confident providing information to EMS about the Victim, what occurred and about the care already provided. In some instances, the Monitor may have to instruct EMS personnel on how to best help during a water emergency when the Victim needs to be removed from the pool.

Crowd Control: This will be the most difficult aspect to a Single Person EAP. Like in a Group EAP, Crowd Control is dependent on the number of gates.

- Single Entry Gates – The Monitor should explain to everyone to exit the Gate as quickly as possible. The Monitor should also point to someone specifically and tell them to prop the gate open to ensure easier entry for EMS. In the case where no other patrons are available for aid, the Monitor should focus on the victim first. EMS will find a way to enter the gate.
- Multiple Entry Gates – Just like in a Group EAP, the Monitor should direct all Patrons out of gates except the one closest to the EMS Parking Area. The Monitor should however try to assign someone to prop the EMS Gate open if possible.

Report: Reporting procedures will essentially be the same for a Single Person EAP as with a Group EAP. The Monitor will have to try their best to remember key points and times of the EAP. Ultimately, the Victim ultimately comes first, and focus on providing high quality care is the most important aspect of an EAP.

A PCR will be filled out by the Monitor and reviewed by an Area Manager or higher after any of the following:

- The Victim has been released to EMS for Transport
- The appropriate care was provided to the Victim and the victim signs (or state refusal to sign PCR)
- The Victim refuses care and signs (or states refusal to sign PCR).

Release: The same procedure occurs for a Single Person EAP as the Group EAP.

EAP Report Form

After every EAP, the Area Manager will have to fill out an EAP Report Form. This will ensure the Area Manager completes all legal tasks and gathers all the information needed to report to the Supervisor and above. The EAP Report Form consists of General Information, EAP Checklist, Post EAP Breakdown, and Staff Evaluation.

- General Information – The Area Manager will fill out the Facility Name, Date of EAP and their First and Last Name.
- EAP Checklist – The Area Manager will Initial next to every checklist item once the item has been completed. At no point should the Area Manager Pre-Initial checklist items as this could lead to missing a crucial step in the EAP Report Process.
- Post EAP Feedback – The Area Manager will discuss with the Facility Staff on how the EAP went and then document the 3 best things done by the Rescue Team or Individual. This will help improve future EAPs across the company
- Staff Evaluation – The Area Manager will perform a quick assessment of each Employee involved in the EAP to ensure each Employee is in the positive mindset to sit on stand and ensure patron safety. The Area Manager will write down the First and Last Name of each Employee that went home so that someone at an Area Manager or higher can contact them later and make sure they are ok.

The EAP Report Form will be together with the PCR, Rescue Timeline, and Testimonies and then scanned and emailed to the Area Supervisor, the Director of Operations and the Executives of the Company.

Inservice

Inservice are weekly Refresh or Advanced Trainings to improve overall competence in Lifeguarding Skills to ensure the highest level of Effectiveness and Efficiency in a real life situation.

Inservices occur weekly throughout various facilities within Bearfoot. These Inservices are scheduled on the same days at the same time every week unless a holiday falls on an Inservice day. In the case of a holiday, a modified Inservice will be made and communicated to the Employees via Deputy

Following Texas State Code, For every 40 hours worked, a

1 hour inservice is required. Example if John has a total of 120 working hours, he must have at least 3 hours worth of inservices to maintain code.

If an Employee does not meet the State Code Requirement, the Employee will immediately be removed from the schedule until the inservice requirement is met.

Inservices are broken into 8 parts within the Inservice Document: Sign in, Introduction, Meditation, Leadership Topic, Workout, Drills, Scenarios, Closing

Sign In:

Introduction: The Introduction should be kept simple in simply discussing the Inservice topics and noting where each station will be and who the LGs will be for that station. This is not the time to note any policy changes or updates. This information will be communicated in the Closing Section.

Meditation: Meditation is a practice of mindfulness, or focusing the mind on a particular object, thought, or activity – to train attention and awareness, and achieve a mentally clear and emotionally calm and stable state.

At the beginning of each inservice we will meditate for 10–15 minutes. Employees will begin by breathing in through their nose for 5 seconds and out of their mouth for 10 seconds. While practicing this breathing technique, the Employee's back should remain straight and eyes will remain closed for the entire 10–15 minutes

Leadership Topic: These topics change every week and focus on improving the leadership skills of all Bearfoot Employees. Leadership Topics are usually predetermined during the pre-season. However, an Executive may request a special topic be presented. All Leadership Topics will be prepared in advance in the Inservice Document.

Workout: Workouts will always consist of some form of swimming, but may have a larger focus on land based workouts depending on the Inservice.

Drills: Involve a Primary Focus and a Secondary Focus of a specific skill set. The Primary Focus is emphasized throughout the Drills and Scenarios. The Secondary Focus is usually added in the Scenarios Section only. Drills are meant to reinforce key concepts of specific skill sets in order to build an instinctive response during a real life situation.

Scenarios: Incorporate both the Primary and Secondary Focus of the Inservice. Scenarios are to reenact as close to a real life scenario as possible. Scenarios consist of Patrons, Lifeguard(s) on stand, and a Back Up Response Team. Scenarios will begin and end when the LGI states so. The LGI is only present to prompt throughout the scenario.

Designated Lifeguards will act as Patrons attempting to distract the Lifeguards on Surveillance Duty either through loud behavior or breaking facility rules. The Patron Lifeguards must obey the Lifeguard who enforces a rule. Patron Lifeguards can only perform moderate resistance when the Rescue Team conducts Crowd Control.

The Back Up Response Team will have a Training "Safety Bin" which includes a training version of the following: First Aid Kit with Non Rebreather and O2 Key, Oxygen Tank, BVM, Training AED and PCR Clipboard.

Closing: The last 10 minutes of Inservice include announcements, future mindsets, and shoutouts

- Announcements consist of Policy Changes made for a specific facility or the entire company, Availability Reminders, Holiday Reminders, emphasis on specific rules/policies, etc.
- Future Mindsets consist of where a Manager or Higher wants their staff to focus on for the upcoming week. Mindsets can include drinking more water, searching thoroughly for victims, responding more instinctively with saves, providing better customer service, improving the quality of closing, etc.
- Shoutouts consist of a couple of Employees that have done exceptionally well. Shoutouts can be given by anyone within the Inservice and should always be the last thing conducted at any inservice to end on a positive note.

The Area Manager helps the Supervisor execute inservices for their Area of Responsibility. They will either run all or parts of the inservice depending on the number of LGs to assist with the Inservice. The Area Manager and Supervisor will make the assessment together on how to run the inservice most effectively.

While there is no specific way to run inservice as too many variables exist, below states how Inservice should be broken down:

- There should be 2 LGs for a Group of 8 Lifeguards
- There should be no more than 8 Lifeguards in a group.
- 2 Groups – Group 1 will do the workout and Group 2 will run the Drills
- 3 Groups – Group 1 will do the workout. Groups 2 and 3 will do drills.
- After rotation – Group 1 will do drills. Groups 2 and 3 will do the workout.
- The first 4 people to complete the workout will begin scenarios. The next group of 4 to finish will transition to scenarios and so on
- When Group 1 finishes Drills. They will split into groups of 4 and do scenarios.
- 4 Groups – Groups 1 and 2 will do workouts. Groups 3 and 4 will do drills. The groups will then switch.
- For scenarios – 2 groups will do water scenarios and 2 groups will do land scenarios
- If time provides, the groups will switch so they can do both a land and water scenario.

Procedure Sheets

Whenever Bearfoot gets a new Facility, the Area Manager and Supervisor will visit the site together and work on developing a Pool Procedure Sheet for the Facility. The Pool Procedure Sheet should include the following:

- Name of Facility
- Facility Address
- Area Manager and Supervisors First and Last Name and Phone Number
- Location of Lockbox
- Lockbox/Padlock Codes
- Location of Safety Bin, Chairs, Tables, etc
- Location of Sign In Station
- Opening/Closing Duties
- Rotation
- Guest Policy
- Contamination Protocols
- EAP Procedure
- Pool Rules (especially unique rules)
- Maintenance Information
- Facility Specific Information

The Pool Procedure sheet should be detailed enough to where a brand new Manager could run and operate the facility to the same degree as a seasoned manager of that facility. The Area Manager should make sure all Pool Procedure Sheets are up to date with the latest information. Anytime a new procedure changes, it needs to immediately be changed in the Pool Procedure Sheet and delivered to the Facility as soon as possible. The Area Manager should also communicate any change to the procedure sheet to all the Facility Managers so they are aware of future operations.

Site Inspections

Site Inspections: Site Inspections is one of the best ways to maintain a high standard professional appearance of the Facility's Staff and Equipment. A site inspection is performed every time the Area Manager visits a Facility. Site Inspections include the following: Facility Safety Checks, Equipment Safety Checks, and Staff Inspections.

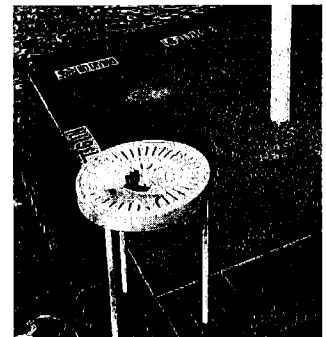
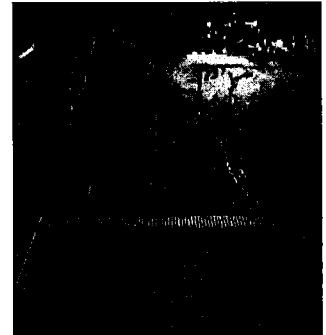
This is one of the most proactive ways to avoid numerous issues such as poor employee performance, increased risk of injury to patrons or employees, missing inventory or equipment, or poor performing safety equipment. These issues not only take anywhere between 30-60 minutes out of the Area Manager's day to fix, but if an Emergency occurs without the proper Safety Equipment or if someone gets injured due to a safety issue unnoticed by any Bearfoot Employee, the company could fall into a severe Lawsuit.

Safety Checks: Safety checks ensure the Facility is free of hazards and the Safety Equipment is organized and operational in case of an Emergency Situation. Safety

Checks should be done every day even if the Monitor works back to back days. Something can always happen to impede the Safety Equipment's functionality.

Facility Safety Check: Facility Safety Checks inspect various areas of the Facility such as: Decking, Handrails, Fencing, Bathrooms, Plaster, Furniture, Ceiling, Pool Color/Clarity, etc. If anything can cause harm or increase risk of harm to a patron that can not be easily fixed by the Monitor, the Monitor or Manager must block off the unsafe area, take a picture of the unsafe area/condition and immediately send the picture to the Area Manager. The Area Manager will notify Maintenance, and Maintenance will decide a course of action. Examples of unsafe conditions are below:

- Holes in decking that can cause stubbed toes
- Skimmer basket covers
- Loose handrails
- Cracks in plaster
- Rebar sticking out of plaster
- Puddles in bathrooms or away from surrounding area and no "slippery when wet" sign is present
- Broken furniture
- Gap in fencing
- Gate doesn't self close or latch
- Water Damage/holes in ceiling
- Pool is not blue or clear



Equipment Safety Checks: One of Bearfoot's main purposes while at a Facility is to provide a high level of care for an Emergency Situation. Therefore, the Safety Equipment must be fully operational at all times. Below is how to perform a Safety Check on Each Piece of Equipment

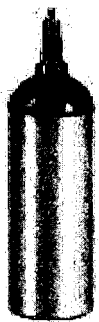
- Backboards - There should be at least 2 Backboards at each Facility. Some locations may have 3 Backboards depending on the size and layout of the Facility. The Backboard overall should be well structured including the handles. There should be 3 Velcro

Body Straps that stay tightly secured with moderate resistance. If any of the Velcro Body Straps peel off easily, the strap should be replaced immediately. The Head Velcro Piece should be evenly black and should provide moderate difficulty when removing the Head Immobilizers. The Head Velcro Piece should also be glued evenly on the Backboard.

- Head Immobilizers - Head Immobilizers should not have any cracks or bends anywhere on its structure. The Velcro at the bottom and sides should be evenly glued and not peeling. The Velcro should appear evenly black with no cracks or tears. The Cushion of the Head Immobilizers should not have any chunks missing nor should they be peeling off of the Head Immobilizers structure.
- AED - The AED overall should not have any loose or broken parts. The AED Pads and Batter should not exceed the Expiration Date. If the AED is doing a constant beeping every 15-30 seconds, the battery must be changed immediately. Pull Handle AEDs - the plastic covering should be secured within the AED. Plug In AEDs - Plug should be fully inserted in the plug and the Pads should be evenly glued inside the case. If the AED Pads are peeled and could ruin the integrity to the adhesive, the AED Pads should be replaced immediately. Oxygen Tank - check for any dents, bulges, rust or residue on any part of the tank including the bottom of the tank and the neck (where the regulator is located). The Area Manager will then quickly open and close the valve of the tank and note the Pressure Gauge reading. If the Pressure Gauge reads lower than 1000 psi, the Area Manager should replace the Oxygen Tank with a new one.

If at any point the Regulator is not attached to the Oxygen Tank, the Monitor will do the following: Clear the Valve - With the Regulator off, quickly Open the Oxygen Tank for 1 second and then close back immediately.

NOTE: There should be a loud burst of air for that 1 second. If no air is heard, the Area Manager should immediately replace the tank as the tank is Empty.

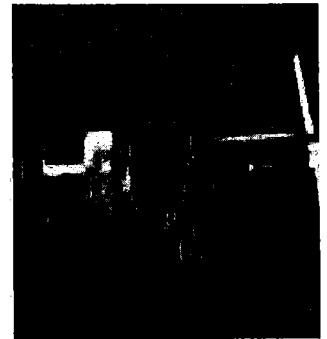


- Regulator - When checking the Pressure of the Oxygen Tank, there should be no sound other than a small thunk of the Oxygen filling the Regulator. If a hissing sound is heard, the Area Manager should remove the Regulator, Clear the Valve, and reattach the Regulator making sure the Regulator is aligned and

snug but not over tightened on the Oxygen Tank.

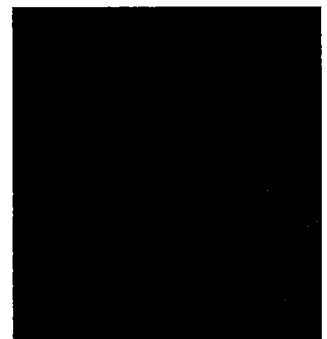
If a hissing sound persists after reattaching the Regulator, the Area Manager should immediately replace the Regulator. In the case the Regulator is not attached to the Oxygen Tank, check the Regulator for any dents or bends. The T Bar should be straight and spin easily. The Prongs of the Regulator should be straight and evenly spaced. The Pressure Gauge should be secured and easily readable. The Flowmeter should be easy to turn and not turn past the maximum flow rate.

If any of these checks do not perform as expected, the Area Manager should replace the regulator.



- Oxygen Key - If any part of the Oxygen Key is broken or bent, the Area Manager should replace the Oxygen Key.
- Non-Rebreather Mask - The mask should be clean and clear. The valve between the mask and bag should be present. The Oxygen Tube should be clean, clear and free of any debris. The Oxygen Tube should fit snugly on the Regulator and Non-Rebreather Oxygen Port.

If any of these checks do not perform as expected, the Area Manager should replace the Oxygen Tube or Non-Rebreather.



- Bag Valve Mask (BVM) - The mask should be clean and clear. The valve between the mask and bag should visibly function. The Squeezing Bag should not have dents large enough to ineffectively squeeze the bag. The Oxygen Bag should clear and not have any holes/tears. The Oxygen Tube should be clean, clear and free of any debris. The Oxygen Tube should fit snugly on the Regulator and BVMs Oxygen Port.
- First Aid Kit - There are 2 parts to the First Aid Kit

Safety check: The First Aid Kit itself and the Inventory within the First Aid Kit.

- First Aid Kit – The Area Manager should check all zippers, pouches and overall quality of the First Aid Kit. The Area Manager should replace the First Aid Kit (if inventory allows) if zippers are missing, pouches are ripped, or the overall quality of the bag looks unprofessional.
- Inventory – All First Aid Inventory should be checked every day in regards to count and inventory quality. The Area Manager should check for low or missing items, expiration dates, and opened or stained items. If any of these occur, the Area Manager should replace all of the items needing to be replaced or replenished.
- Paperwork – Paperwork should be in good condition and easy to flip through in the binder. The Area Manager should collect and organize any paperwork is in bad condition, and replace any binder that is overflowing or breaking with a new one. If there are less than 7 blank copies of any piece of paperwork (ops packets, PCRs, Feedback Forms), the Area Manager should restock the Paperwork to its proper counts.
- Gloves – There should be no less than 1/4th of a box of gloves. Gloves should be dry and safe from external contamination. The Area Manager should supply a new box of gloves if there is less than 1/4th of a box of gloves, or the gloves appear dirty or torn.
- Pens – If there is less than 2 pens at the Facility, the Area Manager should restock pens.

Weather Policy

When inclement weather arises, it is important to enforce safety regulations for the facility and patrons. If any pushback is received on these policies, the manager should inform patrons that the policies are in place for their safety and must be followed. A manager may be alerted to the occurrence of inclement weather by a double whistle from a monitor or lifeguard.

Thunder: When thunder is heard, the manager should confirm that it was thunder and not a similar noise such as a plane or trash truck nearby. Once this is confirmed, they should blow a dip whistle and loudly announce that everyone must exit the water for 30 minutes due to thunder. Patrons are allowed to stay inside the facility if no lightning has been seen. The 30 minute timer resets each time thunder is heard.

Lightning: When lightning is seen, the manager should blow a dip whistle and loudly announce that everyone must exit the pool facility for 30 minutes due to lightning. The 30 minute timer resets each time lightning is seen.

Heavy Rain: If it is raining to the point where the bottom of the pool cannot be clearly seen, the manager should blow a dip whistle and loudly announce that everyone must exit the water due to visibility. As soon as the rain

has calmed down enough to see the bottom, patrons may re-enter the water.

High Wind Speeds: If wind speeds are over 10 mph, it is encouraged that the manager closes the umbrellas at a site. This reduces the risk of breaking the umbrellas or having them cause any harm to patrons.

Tornado: In the event of a tornado warning, it is strongly recommended that anyone at the facility shelter in place in an enclosed area without windows. At most sites this would be the restrooms.

At an Area Manager level, the occurrence of inclement weather is just the beginning of the process that must be followed. Once the Area Manager is alerted about a pool closure due to one of these events, they must inform the respective HOA manager of the closure.

Ex 1: "Beach Club closed for lightning at 2:32 pm." would be sent as a text message to the Stonebridge HOA manager.

Working with the Supervisor

In the same way that managers and monitors must communicate with the Area Manager on a regular basis, it is critical that the Area Manager communicates frequently with their Supervisor. Over-communication will always be better than under-communication, but there are methods to keep your texts/calls brief while still relaying the information the Supervisor needs. When notifying the Supervisor of a situation, the Area Manager should describe the problem, which pool or employee it refers to, and include what solutions they have thought of so far. That way, the Supervisor is able to get a quick understanding of the issue at hand, and can evaluate the solutions that the Area Manager has come up with rather than solving the problem for them as a whole.

Overall, the Supervisor is meant to help the Area Manager stay on track and give support as needed. While the Supervisor may delegate items off their plate to the Area Manager, the Area Manager should not hesitate to ask for help when they are having an issue completing a task. Both positions are working towards the same goal, and therefore must work together in order to succeed in it. If an Area Manager has an issue with their Supervisor, they should talk to the Supervisor directly, or to someone up the chain of command (such as the Director of Operations).

AMEX Cards

AMEX Cards are used to maintain or improve the operations of a Bearfoot Facility or Facilities. Generally the most purchased items include: paperwork replacement, pool chemicals, inventory replacement, pens, or emergency food run for a Lifeguard.

At no point should the AMEX be used for personal use or to pay for gas unless approved by a Supervisor. Gas Compensation is provided each paycheck.

For any purchases made with the AMEX card, the Area Manager must record a picture of the receipt in the Expensify App and describe the reason for the purchase.

Expensify: To set up Expensify, the Area Manager must first download the AMEX App and follow the following steps:

1. Select "Confirm Card and Create Account"
2. Enter the 16 digit code on the front of the card and hit "Continue"
3. Enter the 4 digit security code on the front of the card and hit "Continue"
4. Do not use the 3 digit security code on the back of the card
5. Type in a 4 to 8 digit code of your choosing and select "Log in with Existing User ID"

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Once the AMEX App has been set up, the Area Manager will then set up the Expensify with the following steps:

1. Select "Continue with Google"
2. Select the "Bearfoot Email Account"
3. The Area Manager may have to input their password for the Bearfoot Email Account
4. Once logged into Expensify, tap on the 3 stacked lines in the top left corner of the phone.
5. Select "Settings"
6. Select "Connected Cards"
7. Tap on the "+" icon on the top right corner of the phone
8. Type in the search bar "American Express - Business"
9. The AMEX App should open automatically and the Area Manager will input the Username and Password created earlier
10. Select "Take Me There"
11. Do not change the Transaction Start Date
12. Safari should automatically open and the Area Manager's card should appear.
13. Select the AMEX Card
14. Select "Authorize"
15. Reopen the Expensify App and verify the AMEX Card has been connected to Expensify
16. Contact the Finance Department if the connection did not work

Uploading a Receipt to Expensify: After making a purchase with the AMEX Card. The Area Manager will complete the following steps:

1. Open the Expensify App
2. Tap on the "+" in the top right corner
3. Select "Scan Receipt"
4. Take a clear photo of the receipt that shows all the receipt's information
5. Select "Add Details" in the bottom right corner
6. In the description box, type the reason for purchase.

(Examples Below)

7. For purchases that are going to a specific facility - Put the Facility's Name
8. For Restocking any Inventory such as Paperwork, Bug Spray, or Pens- Put Restocking (Inventory Item)
9. For Food for an Employee - Put the Employee's First and Last Name and reason for buying them food (forgot food or performed exceptionally)
10. Click "Save" in the top right corner

Planning/Routine

Planning Week: An Area Manager needs to plan a weekly routine for themselves. A routine creates more structure for the Area Manager to stay on track of their tasks. The routine an Area Manager sets for themselves is just the base of what they should do each week. For examples of what to include in the routine, consider:

- Inservice - set times and set days, every week. Plan to read over the upcoming week's inservice on a certain day and attend every inservice.
- Schedules - made by a set time on a set day, bi-weekly. Plan to ask for the Lifeguards' unavailability and leave a week before making the schedule.
- Timesheets - should be looked over every 1-3 days.
- Problem at a site - plan to go to that pool for 2 days in a row to see if the problem can be spotted and dissolve the issue.
- Upcoming Events - The Area Manager should plan to attend events to provide support for their Employees
- Quality time with Guards - if the Area Manager has not seen an Employee in a while, the Area Manager should plan to spend time with the Employee to keep their morale high. The Area Manager should also be aware of spending too much time with an Employee or Group of Employees. This can portray favoritism and discourage some Employees' Moral.

The Area Manager should plan days to be behind the computer for logistics such as scheduling or documenting reports, and days to be visible by Employees to keep performance standards by Employees High.

It is important that the Area Manager plan for personal time such as when to eat, when to workout, and when to take time to destress.

Planning the week as an Area Manager is first to planning the day as an Area Manager. Planning for the day should piggyback off the week.

Planning Day:

The main daily tasks of an Area Manager may include inservice, checking in at pools, addressing a disciplinary issue, meeting with HOA's, and restocking inventory. At the beginning of each day, an Area Manager should take a few seconds to write out what they need to accomplish for the day. This can be done on paper or in the notes app, but writing it down will give the opportunity to look back at it throughout the day. Once these tasks are

BEARFOOT TRAINING

LGI TRAINING PROCESS

LGI Training Process

1. Practice Session

- At Least 1 Practice Session should be conducted prior to the LGI Course to refresh LGI Candidates Land and Water Skills
- Timeline
 - i. Round Robin of Water Skills - First 1 hour to 1 hour and 30 minutes
 - 1. Lifeguards will partner up and perform all the Water Skills back to back to provide the LGIT with skills insight to decide which Water Skills require more of a breakdown and which water skills will need to simply be practiced
 - ii. Demo and Practice Water Skills Session - 2-3 hours
 - 1. The LGIT will demonstrate and point out key aspects of each save that shows LGI Candidates the Standard that will be looked for in the actual LGI Course
 - iii. Lunch - 1 hour
 - iv. Land Skills Review 2-3 hours
 - 1. CPR - Demo and Practice
 - 2. Rescue Breathing - Demo and Practice
 - 3. Conscious/Unconscious Choking - Demo and Practice
 - 4. Oxygen - Demo and Practice
 - 5. Controlling Bleeding - Verbal Review Only
 - 6. AED - Verbal Review Only

2. Roster

- The LGIT will conduct call downs 3 days prior to the first day of the LGI course
- The LGIT will also conduct call downs 1 day prior to the first day of the LGI course
- The LGIT will verify all administration information is correct by the first day of the LGI course

3. Day 1

- **Pre-course**
 - i. The LGI Candidates will perform the following skills to the standard
 - 1. Active Front/Rear
 - 2. Passive Front/Rear
 - 3. Passive Submerge
 - 4. Spinal Face Up and Face Down
 - 5. Spinal Submerge with Backboarding and Primary Assessment
 - 6. Passive Submerge with CPR, oxygen and AED
- **Lunch**
- **Lecture through Reciprocal Practice**
 - i. LGIT 1 will teach until the MARS topic
 - ii. LGIT 2 will assign the LGI Candidates Teachback 1 & 2
 - iii. LGIT 2 will teach MARS through the end of Reciprocal Practice
 - iv. LGIT 1 will verify the teach back assignments
- **Last 30 minutes - 1 hour: Give Teachbacks and allot time for prepping**

4. Day 2

- **Teachback 1**
 - i. Consists of lecturing only
- **Teachback 2**
 - i. Consists of practice and demo of a water skill
- **Last 30 minutes - 1 hour: Give Teachbacks and a lot time for prepping**
 - i. Candidates will receive their Teachbacks and will be given time to plan with their partner to utilize the skills learned from the lecture portion

5. Day 3

- **Teachback 3**

BEARFOOT TRAINING

LGI TRAINING PROCESS

- i. Consist of demo and practice of land skills
 - **Teachback 4**
 - i. Consist of skills scenarios for testing
 - **Exam**
 - i. The Exam is 25 questions and can only be taken once
 - 1. If the candidate fails the exam, they fail the LGI course
- 6. **Day 4**
 - **Bearfoot Circuit (30 Minutes per Station)**
 - i. **Operations**
 - 1. Covers how the operations for training will run for the upcoming summer
 - ii. **Bearfoot Surprise**
 - 1. Created to give LGI candidates the sense of chaos that ensues during an EAP scenario.
 - 2. LGI candidates are set up outside the pool area while the LGITs hide the safety equipment throughout the pool area
 - 3. The LGI candidates Must perform a timed EAP scenario
 - a. Candidates have 2 minutes to complete the following or they candidates will have to restart the scenario
 - i. Perform a passive Submerge save with extrication
 - ii. Set up oxygen, AED and BVM
 - iii. Perform a primary assessment
 - iii. **Signing In for a Lifeguard course**
 - 1. Shows all candidates how to properly sign in a Lifeguard candidate and make any corrections as needed to the roster
 - **Leadership Course**
 - i. Allows the upper level leaders of the company to sit and discuss leadership topics with the LGI candidates

BEARFOOT TRAINING

LIFEGUARD TRAINING PROCESS

Lifeguard Training Process

1. **Application Start Point**
2. **Candidate Put on Session Roster**
 - After a candidate applies for Bearfoot, they are put in the Training Session the requested
3. **Lead LGI Calldowns**
 - The Lead LGI will conduct Call Downs 3 days before the first day of the Training Session
 - The Lead LGI will conduct another Call Down 1 day before the first day of the Training Session
4. **Candidate completes every day of training**
 - Candidates must complete every day of training within the Training Session they signed up for
 - i. The Lead LGI must ensure attendance is taken every day no later than 30 minutes of the class start time
 - Any Exceptions to missing a Training Session must be reported to the Director of Training to make a final decision
5. **Candidate Tardiness**
 - A Candidate can not be late to any session without communication to the Lead LGI
 - Any Candidate that will be later than 30 minutes must be reported to the Director of Training for assessment to continue with the Training Session
6. **Candidate must pass the Pre-Requisition portion of the course**
 - 300 yard swim - Candidates must swim 300 yards displaying proficiency with rhythmic breathing while performing Front Stroke and Breaststroke.
 - i. Breakdown
 1. 100 Yards - Front Stroke
 2. 100 Yards - Breaststroke
 3. 100 Yards - Combination of Front Stroke or Breast Stroke of the Candidate's choosing
 - ii. Goggles are allowed
 - iii. Swim Caps are allowed
 - Brick
 - i. The Candidate will begin at one end of the pool. A 10 pound brick will be placed 15-20 yards away from the candidate into the deep end of the pool (7-10 feet)
 - ii. The Candidate will swim to the brick performing either the Front Stroke or Breaststroke only
 - iii. When the Candidate reaches the brick, the Candidate will submerge to the brick, grab the brick and bring the brick back up to the surface of the pool
 - iv. The Candidate will then swim on their back with the brick on the Victim's chest (with both hands on the brick) the 20 yards back to the starting point
 - v. Passing
 1. Candidate completes the brick within 1 minute and 40 seconds
 2. Both hands must remain on the brick at all times
 3. Candidate does not kick off the bottom of the pool to forward progress
 4. NOTE: if the Candidate is submerged under water but continues making forward progress and is able to safely take in breaths of air and fulfills the above requirements, the Candidate can be considered passing
 - vi. Goggles are not allowed under any circumstance
 1. In the case the Candidate uses corrective eyewear and does not have an extra set of corrective eyewear with them, the Lead must allow the Candidate to perform the brick challenge the next day.
 - a. This will be documented in the roster by the Lead LGI
 - vii. 2 Minute Tread
 1. The Candidate must complete a 2 minute tread without using their hands

BEARFOOT TRAINING

LIFEGUARD TRAINING PROCESS

2. Hand Placement
 - a. At minimum both wrists and above must be out of the water
 - b. OR both hands can be crossed underneath the armpits
3. Any form of kick to tread water is allowed
4. Pass
 - a. Candidate does not use their arms or hands to assist with treading for the 2 minute time frame
 - b. NOTE: if the Candidate is submerged under water but is able to safely take in breaths of air and fulfills the above requirements, the Candidate can be considered passing

7. Candidate Passes the Water Skills Testing

- Candidate must display all water skills with proficiency by the end of the Training Session
 - i. Active Front/Rear
 - ii. Passive Front/Rear
 - iii. Passive Submerge with Extrication and Primary Assessment
 - iv. Spinal Face Up and Face Down
 - v. Spinal Submerge with Backboarding and Primary Assessment

8. Candidate Passes Land Skills Testing

- Candidate must display all land skills with proficiency
- Land skills can be combined into one scenario but successfully complete the following
 - i. Conscious Choking with Unconscious choking for Adult and Infant
 - ii. CPR for Infant and Adult
 - iii. Rescue Breathing for Infant and Adult

9. Candidate Passes Skill Scenario Testing

- Candidate must successfully pass the Group Scenario with a total of 3 Rescuers and 1 Victim
- Scenario Options (Pick at least 1) (Retest with a different Scenario)
 - i. Passive Submerge with Rescue Breathing to CPR
 - ii. Passive Submerge with Unconscious Choking to Rescue Breathing
 - iii. Spinal Submerge with Rescue Breathing to CPR
 - iv. Passive Front with CPR to AED brings victim back to life
- Passing
 - i. The Candidate must display proficiency with their skills they performed regardless if the candidate has proficiently performed their skills during their land testout

10. Candidate Passes Written Testing

- Candidate must pass the following exams with an 80% or higher
 - i. Lifeguarding Exam
 - ii. CPR/AED and AED for the Professional Rescuer
 - iii. Administering Oxygen

11. Completing Course Requirements

- Upon successful completion of the Lifeguard Course, the Lead LGI will comment on any Candidate's First Name in the Training Roster if they failed and list what is needed from the Candidate to pass the Lifeguard Course
- The Lead LGI will also verify all Candidates who have passed have perfect attendance

Post Lifeguard Training

1. Customer service scenarios

- a. How to greet patrons
 - i. Hello welcome to (POOL NAME)! My name is (YOUR NAME). Do you have your pool key card / pass / etc? Awesome, let me get you signed in before you have some fun! Remember my name is (YOUR NAME), so if you have any questions or concerns please don't hesitate to let me know.
 - ii. Hello welcome to the pool! We're glad to have you here today. My name is (YOUR NAME) and I am the (Manager/Monitor/Guard) on duty today. Please let me know if there's anything I can do to help while you're here.
 - iii. **Brand new site for bearfoot**
- b. Rule Inconsistencies
 - i. This will be the biggest and most frequent complaint
 - ii. Make sure you know all the rules and enforce all the rules - even if they are uncomfortable
 1. This will ensure less patrons getting mad at the lifeguards and everyone else
 2. This will build confidence
 3. Power is in the whistle
 - iii. Make sure you are enforcing all the rules, all of the time
- c. I have all of my needed items - can you please just let me in
 - i. No. Only the HOA has the power to do this
 - ii. "I'm so sorry, but unfortunately I am unable to do this. Please reach out to the HOA, front office, and they will be able to help you out"
 1. Some HOAs give day passes, or notify the manager to make an exception
 2. **REMEMBER! ONLY THE HOA HAS THE POWER TO DO THIS**
- d. Can you make an exception for me? Just one time
 - i. "Unfortunately if I make an exception with you, I would have to make an exception with everyone"
 - ii. No, because this circles back to rules being inconsistent
 - iii. They can try and pull this for other lifeguards or managers
 - iv. Other patrons may see this and try and break the rule
 - v. They may be mad now, but they would rather you be consistent with everyone this with select people
 1. Racism
 2. Sexism
- e. We could do this last year
 - i. "Although this was allowed last year, I've been instructed by the HOA, and my (Area) Manager to enforce this rule this year. We are going to be more consistent with rules this year, including this specific rule. If there are any changes you would like to see, contact your HOA."
- f. It's not on the rule board (Use the first bullet point and if they keep pressing and are not letting up, then use the second bullet point)

Post Lifeguard Training

- i. The HOA has informed us that we must enforce this rule
- ii. If you would like I can contact my Area Manager and the HOA, as well as, to get clarification on this rule. If needed I can also see if we can add this rule to the board so this is no longer an issue in the future.
- g. Managers only Guards not being professional (sitting, talking to patrons, language)
 - i. Perception is reality
 - 1. If they see something happening, they assume the worse
 - 2. When guards are on stand...they are WORKING. They should not be talking to their friends at any post
 - 3. When guards need to get patrons attention - use the whistle not (HEY). The power is in the whistle
 - 4. Always speak kindly to patrons, especially kids
 - a. Get eye level with kids, and patrons
 - b. With kids: try to lighten voice, and be mindful of tone
 - 5. Kill them with kindness
 - a. Yes ma'am
 - b. Yes sir
 - c. Please
 - d. Thank you
 - e. Manners matter
 - 6. Keep the area clean and organized. Makes everything appear more professional
- h. Guest policy
 - i. Every site has a different Guest Policy
 - 1. Please make sure you know the guest policy for different sites, because patrons will challenge those policies
 - ii. The only people who can make exceptions to the guest policy is the HOA
- i. I didn't need this last time
 - i. Apologize and ensure you will work with the team to make the rules more consistent, but do not bend the rule
 - ii. "I'm sorry that happened, unfortunately I am not able to bend this rule because I have been instructed to enforce this specific rule, but I will get with my Area Supervisor so we can work together as a team to ensure we are consistent"
- j. The other manager said it was okay
 - i. Apologize, ensure you will work with co-manager to be consistent, but do not bend the rule
 - ii. "I am sorry that my co-manager allowed that, I will speak with them to ensure we are consistent about this rule and both enforcing the same thing. Unfortunately, I will not be able to bend this rule for you. What I can do is get with my Area Supervisor and we can work together as a team to ensure we are more consistent"
- k. Miss saves

Post Lifeguard Training

- i. Lifeguard
 1. Try and beat the parent to the kid
 2. Ensure the child is okay
 3. Thank the parent for saving the child and beating them to the child - this can only be done if the lifeguard gets off stand and tries to beat the parent. If the lifeguard does not do this, go to step 4 instead.
 - a. "Thank you so much for grabbing him/her. I'm glad together we noticed it was a time to act, and that you were able to save them before it became a much more serious situation
 4. Get off stand and approach the parent and the child. Apologize for what has happened:
 - a. "I am so sorry for not doing my part in saving him/her. I can't imagine the fear of having to jump in and save them. I will speak with my manager immediately to correct my actions going forward to ensure this mistake is not repeated"
 5. Take a moment and find out what went wrong, and speak with manager on how to correct it to ensure it doesn't happen again
- ii. Manager
 1. Assist lifeguard
 2. Ensure child is okay
 3. Apologize to parent and child
 - a. Write an apology letter
 - b. Get to know child and see if you can get them comfortable in the water
 4. Find out what happened with lifeguard, as to why they missed the save and how to ensure this does not happen again
 5. Find out what would make the parent feel most comfortable
 6. Communicate this up the chain of command from beginning to end every time

Post Lifeguard Training

2. Patient Care Reports

- a. Filling out in detail
 - i. This includes full name
 - ii. Address
 - iii. Phone number
 - iv. Signature
 - v. Date
 - vi. Parent information for a minor
- b. In third person
 - i. There is no "I did blah..blah..blah"
- c. SAMPLE
 - i. Get as much of this information as you can
 - ii. The PCR has SAMPLE listed out for a reason
- d. How injury occurred
 - i. Done in 3rd person.
 - ii. Add events leading up to the incident
 - iii. Location of injury
 - iv. Type of Injury
- e. Treatment provided
 - i. Done in 3rd person
 - ii. Who provided care
 - iii. How care was provided
 - iv. The resolution
 1. "Jimmy continued playing"
 2. "Sarah drove her husband Bill to the hospital"
 3. "Carter was released to his mother, Karen"
- f. If the patient or parent of the patient will no fill out the Patient Care Report:
 - i. Put as many details as possible
 - ii. Get a mix of witnesses - patrons and other lifeguards
 - iii. Make note of the fact that the parent would not fill out or sign the PCR.

3. Whistles

- a. Purpose:
 - i. Single Whistle
 1. Get patrons attention
 2. Speak kindly when correcting the patron and explain why they cannot do what they are doing:
 - a. "Walk please, I don't want you to fall and hurt yourself"
 - b. "No diving please, I wanna make sure you don't crack your head open"
 - ii. Double Whistle
 1. Get a manager's attention
 2. Manager will come to the guard who called the double whistle
 3. Point in the direction the double whistle was heard

Post Lifeguard Training

4. Lifeguard that blows double whistle raises their hand
- iii. Long Whistle
 1. Lifeguard is getting off stand to perform a save
 2. Manager knows that the lifeguard is no longer on stand
 3. If at a site with multiple lifeguards, emergency coverage takes place
- iv. Dip Whistle
 1. Safety Break
 2. Used to clear the pool
 3. Used after a triple whistle is called or EAP activated
- v. Triple Whistle
 1. Activating EAP
 2. 911 is being called
 3. Dip whistle will follow immediately after
- b. Different situations with examples of whistles and responses
 - i. Running Patrons: *single whistle "walk please"*
 - ii. Improperly using the rail: *single whistle "off the rail please, you could fall and hurt yourself on the steps"*
 - iii. Any stunts or flips (on land or in the water): *single whistle "no stunts or flips please, I don't want you to crack your head open"*
 - iv. Diving into water: *single whistle "Jump in the water feet first please"*
 - v. Jumping in the water backwards???
 - vi. Chicken fights / sitting on shoulders: *single whistle "off the shoulders please"*
 - vii. Hanging on lane lines: *"single whistle: off the lane lines please"*
 - viii. Breath holding games: *"single whistle: no breath holding games, please, you can pass out! Plus, I don't think you want me to jump in after you"*
 - ix. Patron wants to have an elongated conversation with you the guard: *"double whistle: I'm currently on stand right now, but I'm happy to talk during my break"*
 - x. Patron complaining / has a question you're unsure to answer: *"double whistle: I will have manager over here shortly to help with this"*
 - xi. Fecal contamination: *"double whistle notify manager of what you see, or what a patron may have told you"*
 - xii. Patron needs first aid: *double whistle for manager so the first aid kit can go to the injured patron. If they are able to...direct them to the front area where the first aid kit is located*
 - xiii. Guard jumps in the water and makes a save: *one long whistle until you hit the water. Double whistle if the manager isn't on their way"*

Post Lifeguard Training

Situation	Response
Running Patrons	whistle - walk please
Improperly using rail	whistle - off the rail please
Any stunts or flips (on land or water)	whistle - no stunts or flips please
Diving into water (both on concrete & 6 inch ledge are not okay)	whistle - jump in the water feet first please
Jumping in the water backwards	whistle - jump in facing the water please
Chicken fights / sitting on shoulders	whistle - off the shoulders please
Hanging on lane lines	whistle - off the lane lines please
Breath holding games	whistle - no breath holding games please
Patron wants to have an elongated conversation with you the guard	respond with, I am on stand right now but I'm happy to talk during my break
Patron is talking to you the guard negatively / has questions you're unsure the answers to	double whistle - redirect the negativity / question to the manager
Fecal contamination, you suspect it or someone else tells you they suspect it	double whistle, manager will take it from there, do not clear the water (yet)
Patron needs first aid	tell them to go to the lifeguard stand at the front, or double whistle & the first aid can come to them
Guard jumps in the water and makes a save	one long whistle until you hit the water, then double whistle

Post Lifeguard Training

4. When to go up your chain of command

- a. Anytime anything out of the ordinary happens
 - i. This can be small or large. Let the manager know that there is some funny business going on.
 - ii. The manager will either explain what is happening or
 - iii. The manager will notify the Area Manager
- b. Anytime you feel uncomfortable
 - i. If your coworkers are making you uncomfortable, let your manager or Area Manager, or Area Supervisor know. This is a safe work environment, and we want to make sure you always feel comfortable
- c. **If the manager is making you uncomfortable contact your Area Manager or Area Supervisor**
 - i. If you're feeling uncomfortable there's a good chance that there are others around you who also feel uncomfortable. By speaking up you're helping those around you more than hurting the person making you uncomfortable
- d. A patron is complaining to you
 - i. If it is something that is easily fixed, feel free to fix it but also notify your manager of the complaint and how you fixed it
 - ii. If it is not easily fixed, the manager will be able to take care of the situation through a number of ways: speaking with the patron, contacting the Area Manager, etc.
- e. A patron is not listening to you after multiple warnings
 - i. The manager can speak to the patron, and make sure all the rules are being followed consistently. Do your part as the lifeguard so the manager can do their part as your leader.
- f. If you don't understand a rule
 - i. Whether you're on stand or arriving at a site. Make sure you understand the rules you are enforcing because patrons will challenge you on some of the rules, and you have to be able to explain why they were put in place for you to enforce.
- g. If a lifeguard is being inconsistent about rules
 - i. If you are comfortable, go to the lifeguard and let them know they may be enforcing a rule wrong, or not enforcing a rule at all as a gentle reminder
 - ii. If you are not comfortable, or that does not work, let your manager know your co-lifeguard is not being consistent enforcing the rules, and you are worried that could harm patrons, and harm the team as well.
 - 1. We are doing this to keep things consistent and work as a team, not to TATTLETALE
- h. If you are going to be late to a shift
 - i. Text your manager about how many minutes you will be late (an ETA), and explain how you plan on managing your time better to avoid this from happening again

Post Lifeguard Training

- i. If you need help filling a shift
 - i. It is your responsibility to fill shifts. If you have already texted different people in your contact list, reach out to your manager to see if they can think of anyone that you have not already thought of.
 - ii. If no one fills your shift, you are responsible for attending the shift



Appendix F
Proof of Insurance



Appendix G
Statement of No Conflict
&
Criminal Background

Bearfoot Companies, LLC

4251 FM 2181
Suite 230-411
Corinth, TX 76210
Phone 972 849 3849



March 16, 2022

RE: Statement of Non Conflict of Interest & Criminal Background

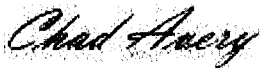
To whom it may concern:

I hereby certify that to BEARFOOT's knowledge, there is no conflict of interest involving the BEARFOOT that would violate Riverstone HOA ("RIVERSTONE") policies, including that: (a) neither BEARFOOT nor any Authorized Agent is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RIVERSTONE employee, consultant, or Board member or his or her family member; (b) no RIVERSTONE employee, consultant, or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in BEARFOOT or is engaged in a material personal business transaction with BEARFOOT; and (c) no RIVERSTONE employee, consultant or Board member or his or her family member is employed by BEARFOOT. I further certify that, during any period prohibited by an applicable solicitation, neither the BEARFOOT nor anyone acting on its behalf has requested that any employee, consultant, or Board member of RIVERSTONE exert any influence to secure the appointment of BEARFOOT under a contract or proposed contract.

I, also, hereby certify that to BEARFOOT's knowledge, there are criminal records to disclose that would violate RIVERSTONE policies.

For any further questions or verification needs, you can reach me at 972-849-3849.

Sincerely,



Chad Avery, CFO