



**Request for Proposal – Issued April 2019**  
**Request for Proposal for Crossing Guard Services**  
**Village of Shorewood**  
**Crossing Guard Services**

**Proposal Requested**

The Village of Shorewood is soliciting proposals from qualified companies to provide school Crossing Guard Services as outlined in this Request for Proposal.

**Project Background**

The Village of Shorewood is located in Milwaukee County and is the first suburb north of the City of Milwaukee on Lake Michigan. We have a population of approximately 13,300 and employ about 85 full-time equivalent employees. The Village has five schools supported by ten crossing guard locations during the school year.

**Estimated Timeline**

**RFP Schedule**

Issue Request for Proposals	-----	April 18, 2019
<b>Proposals Due (4:00 PM CST)</b>	-----	May 31, 2019
Review of Proposals (estimated)	-----	June 10, 2019
Potential Interviews (estimated)	-----	June 17, 2019
Approval by Village Board (estimated)	-----	July 15, 2019

The above schedule for review by the Village is subject to change. The Village does not anticipate the need to conduct interviews for this RFP process; however, should staff determine there is a need; firms will be notified on the date noted above. The Village will not be legally obligated to adhere to the dates for interviews, recommendations and award. Interviews will be with staff.

**Project Scope**

**Crossing Guard**

**1. Crossing Guards**

The contractor shall recruit, select, and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required in accordance with the adopted school calendars provided by the Village.

The contractor is responsible for the application process and determining the suitability and qualifications of the guards hired. All crossing guards employed by the contractor to perform services under this contract shall meet the qualifications specified in the Scope of Work.

The contractor shall remove, and replace, any assigned personnel deemed unacceptable by the Village. Replacement personnel shall be assigned immediately after the removal of any personnel.

In the event the Contractor utilizes Village of Shorewood Police Department personnel to staff a crossing guard post, the Village may bill the Contractor by an hourly rate for regular or overtime salary and benefits.

The contractor shall provide a qualified crossing guard at ten (10) separate locations, which will be identified by the Village, during the school year at specified school hours. A schedule of the necessary hours and locations will be included in Exhibit A. The contractor shall have the capacity to provide a crossing guard at additional locations, if deemed necessary.

## **2. Field Supervision**

The contractor shall employ a field supervisor to make random on-site visitations at crossing guard sites. The contractor shall provide the name and contact information for the Field Supervisor(s) to the Village. The supervisor shall conduct on-site visitations to crossing guards' sites daily.

## **3. Minimum Standards for School Crossing Guards**

Qualifications: Crossing guards provided by the contractor to provide services under this contract shall:

1. Be physically and mentally capable of performing the duties of a crossing guard.
2. Have the ability to give and follow oral instructions.
3. Have the ability to establish and maintain effective working relationships with children, parents, school officials and law enforcement officials.
4. Have the ability to remain calm and use judgment and initiative in an emergency situation.
5. Be at least eighteens (18) year old.
6. Be of good moral character and have never been convicted of any felony, a crime against children, Misdemeanor or other offense, which would substantially relate to the position of a crossing guard.

## **4. Duties of Crossing Guards**

Crossing guards shall:

1. Halt vehicles when necessary by mechanical and hand signal to permit children to cross the road safely.
2. Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely.
3. Report to the Shorewood Police Department the license plate numbers of motor vehicles who violate traffic laws or crossing guard Instructions.
4. Make children aware of the elements of traffic safety and operation of pedestrian controls.
5. Identify children to school officials who do not follow safety regulations.
6. Wear a reflective traffic safety vest at all times when on duty.

## **5. Selection Procedure for Crossing Guards**

1. The contractor shall contact the last 2 or 3 employers of the crossing guard applicant. Personnel reference should also be checked if the applicant has not been employed during the last five (5) years. Employment and personal reference checks should be of such a nature as will provide the contractor with the information necessary to determine if the applicant is capable of performing the duties of a crossing guard.
2. The Contractor shall check the criminal records including fingerprints of all guards through the Department of Justice and shall not employ any individual who has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity. The Contractor shall provide the Shorewood Police Department with all criminal records information obtained during the background check.
3. The contractor shall conduct drug and alcohol tests for each applicant. Each applicant must pass the aforementioned test to receive employment from the contractor.

## **6. Training Program**

The contractor shall provide each crossing guard with appropriate training for the position of crossing guard before assigning a guard to any post. The training program shall include:

1. The Contractor agrees to provide all crossing guards performing under this contract with classroom training prior to assignments. The Contractor further agrees that the training must cover handling traffic, crossing children safely, appearance, and emergency conditions including injuries and motor vehicle accidents, legal powers, duties, knowledge of the legal authority and limitations of the position, the requirements and courtesies in dealing with children, the motorist, and the general public. Such training shall also include instructions of good behavior, proper wearing of the uniform and an orientation in the job requirements as agreed upon by the Contractor and the Village.
2. The Contractor agrees to provide all crossing guards with on-the-job training to be conducted at the assigned locations, with instruction adequate to provide the assigned crossing guard an understanding of the duties and characteristics that may be unique to the location. Additional on-the-job training is to be provided whenever a change of any type affects the job duties at a particular crossing.
3. The Contractor shall make the crossing guards fully aware of the traffic regulations of Village of Shorewood and to determine a proper procedure for reporting violations.
4. The Contractor shall establish operating regulations and general orders governing the conduct and procedures of crossing guards and shall inform the crossing guards as to said regulations and orders.
5. All guards must wear a contractor provided identification card while on duty.
6. All guards must be trained that they are not to wear headphones or use mobile devices while on duty unless the call is for emergency purposes only.

7. The Contractor shall provide a refresher-training course for all crossing guards no sooner than thirty (30) days before the beginning of each school year.

## **7. Materials to be supplied by Contractor**

The contractor shall provide each crossing guard with the following equipment:

1. Regulation-size, hand-held stop sign.
2. Traffic safety vest.
3. High visibility rain coat.

## **8. Reports and Meetings**

Meetings/Reports: Contractor shall provide the following reports to the Village in the frequencies specified:

1. Master Crossing Guard List: This report shall include all crossing guards and their assigned posts, back-up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be via electronic mail to the Police Department in Microsoft Excel format.
2. Complaint Report: The Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the Police Department. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period
3. Traffic and safety violations: The Contractor shall develop a procedure for reporting traffic and safety violations to the police.
4. The Village may request a meeting with the Contractor to discuss performance or address specific issues that may arise. The Contractor will agree to attend these meetings, at no charge to the Village, as necessary during the Contract term. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Proposer agrees to do so at no charge to the Village.

## **Proposal Content**

The proposal should include the following:

1. Title Page: Title page should include the request for proposal's subject; the crossing guard service provider's name; the name, address and telephone number of the contact person; and the date of the proposal.
2. Table of Contents
3. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to perform the services, a statement why the proposer believes itself to be best qualified to provide crossing guard services to the

Village of Shorewood and a statement that the proposal is a firm and irrevocable offer for year stated in the RFP.

4. Detailed Proposal: The detailed proposal should address all items set forth in the Scope of work of this request for proposal.
5. Cost Proposal
6. References
7. Proof of Insurance
8. Sample Agreement
9. The proposal should not exceed ten (10) single-sided pages

#### **1. Terms and Conditions**

1. The Village of Shorewood reserves the right to reject any or all proposals or to accept any proposal deemed to be in the best interests of the Village.
2. Proposals shall remain valid for a minimum of 60 days.
3. Changes to the RFP documents shall be by written addendum only.
4. There is no expressed or implied obligation for the Village of Shorewood to reimburse responding providers for any expenses incurred in preparing proposals in response to this request.
5. Proposals submitted are considered public information in accordance with Wisconsin statutes governing data practices. Should you have any sections of the proposal that are considered trade secrets, please identify those in a separate document at the end of the proposal.
6. Any contract shall contain a provision for cancellation of the contract by either party with a required 90 Day written notice to the other party.

#### **2. Transmittal Information**

1. Firm's name, address, telephone number and contact person.
2. Firm's confirmation of understanding of the project and commitment to provide the appropriate personnel, equipment and facilities to perform the scope of services as defined in this document.

#### **3. Cost**

1. Provide an hourly rate for each project team member and a detailed analysis of the direct hours by task and position to satisfactorily provide, at a minimum, the construction inspection services outlined in the scope of services. Please complete the proposal cost sheet (attached).
2. Please note there will be no reimbursement for travel time, meals, or mileage; these incidental costs should be included in the hourly rates. Only document reproduction costs will be reimbursable.
3. Describe the circumstances under which you would propose to modify the fees, and how you would communicate such a potential modification to the Village of Shorewood.

#### **4. Contract**

1. Please attach a copy of your standard contract for these types of services in the email submitting the proposal.

## 5. Insurance

1. The proposal must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements noted in the Terms and Conditions section of this RFP.

### Terms and Conditions

#### *Payment Terms*

All invoices for services will be processed within 30 days, pending verification and the receipt of any required documentation of services provided in accordance with the terms of the agreement.

1. Monthly invoices for services shall be provided via email to the Police Department Administrative Manager, Debbie Noel Govani, [dnoelgovani@villageofshorewood.org](mailto:dnoelgovani@villageofshorewood.org)
2. All invoices should be accompanied by a detailed listing of each date of service, the name of the person at each location, and the hours billed by location. Totals should then be summarized to support the amounts billed on the monthly invoices.

#### *Insurance*

The successful firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Shorewood.

#### *Nondiscrimination*

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

#### *Assignment or Subcontract*

The contract may not be assigned or subcontracted by the firm without the written consent of the Village. If all or a portion on the contract work is proposed to assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

#### *Independent Contractor Status*

The firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

#### *Amendments to Contract*

This contract may be modified only by written amendment to the contract, signed by both parties.

*Waiver*

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

*Indemnification and Defense of Suits*

The firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

*Contract Period*

The term of this contract may be awarded for:

1-year contract

Or

2-year contract

Or

3-year contract

*Termination of Contract*

To be defined in the contract document.

*Professional Services Contract*

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully-executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Shorewood.

## Selection Criteria

### Evaluation Procedures

Proposals will be evaluated on the basis of conformance with the terms of this RFP and how those proposals meet the overall objectives of the Village. The Village reserves the right to reject any or all proposals received which are deemed incomplete. The evaluation process will consist of the following:

1. Evaluation Team: Proposals submitted will be evaluated by an evaluation team which include the Shorewood School District. The team may conduct interviews. The evaluation team will evaluate and rank all responsive proposals on the basis of the general qualifications of the provider, the responsiveness of the proposal to the Village's needs and the competitive pricing of services in accordance with the review criteria contained in this document.

2. Evaluation Criteria:

Proposals will be evaluated using the following criteria and point system.

<u>CRITERIA</u>	<u>POINT VALUE</u>
Level of Service: Ability to Perform Requirements	40
Cost Proposal	40
<u>References</u>	<u>20</u>
TOTAL	100

3. Interviews: The Evaluation team may request presentations or interviews with the finalists. These interviews will provide firms with an opportunity to answer any questions the review team may have on a firm's proposal.
4. Contract Award: The evaluation team will make a recommendation to the Village Board of Trustees for contract award.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Shorewood and the service provider selected. The Village of Shorewood reserves the right to reject any or all proposals.

Village staff will consider the following in evaluation of the proposals:

1. Past record of performance of the consultant and team on similar projects.
2. Quality and content of the written proposal.
3. Experience and technical competence of the consultant and project team assigned to the project.
4. Familiarity of the consultant with the types of issues typically encountered on projects such as this and the recommended alternatives to address such issues.
5. General understanding of an agreement with the consultant's approach to the project, including the Village's confidence in the consultant's ability to satisfactorily perform the work.
6. Ability to complete the project within the necessary time frame.
7. Cost.



## Instructions to Firms

### Submittal Instructions

1. Please provide (1) digital copy of the proposal via email only to:  
Debbie Noel Govani, Administrative Manager  
[dnoelgovani@villageofshorewood.org](mailto:dnoelgovani@villageofshorewood.org)  
Identify proposal name into subject line of the email: RFP Crossing Guard Services  
Deadline: **May 31, 2019**  
4:00p.m. CST
2. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
3. Proposals shall include options for a 1-year contract, 2-year contract, and 3-year contract.
4. Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Shorewood to do so.

### *Amendments*

Amendment of proposals may be done as follows:

By Village: Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.

By Firm: Proposals may only be amended after receipt by the Village by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Village.

Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening of proposals.

### *Contract Administration*

The staff member is the primary contact for contract administration of this proposal:

Debbie Noel Govani, Administrative Manager  
[dnoelgovani@villageofshorewood.org](mailto:dnoelgovani@villageofshorewood.org)  
414-847-2610

**Exhibit A:**

Crossing Guard Locations; <b>subject to change</b>	
<b>School Year: 2019-2020</b>	
Lake Bluff Blvd and Oakland Ave	2 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m.
Lake Bluff Blvd and Newhall Ave	2 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m.
Lake Bluff Blvd and Morris Blvd	2 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m.
Capitol Dr and Morris Blvd	2 hours – 7:00 a.m. to 8:00 a.m. & 2:45 p.m. to 3:45 p.m.
Capitol Dr and Oakland Ave	2 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m.
Capitol Dr and Murray Ave	2 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m.
Capitol Dr and Maryland Ave	4 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m. <b>(2 guards)</b>
Maryland Ave and Shorewood Blvd	2 hours – 7:30 a.m. to 8:30 a.m. & 2:45 p.m. to 3:45 p.m.
Kensington Blvd and Bartlett Ave	2 hours – 7:30a.m. to 8:30a.m. & 2:45p.m. to 3:45p.m.
Oakland Ave and Shorewood Blvd	2 hours – 7:30a.m. to 8:30a.m. & 2:45p.m. to 3:45p.m.

**Exhibit B:**

**Insurance Requirements:**

Provider may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, General Liability, Professional and Automobile Liability, Excess/Umbrella Liability to support such financial obligations.

<u>Type of Coverage</u>	<u>Minimum Limit</u>
<b>Workers Compensation</b>	Statutory – as required by State Statute
<b>Professional Liability</b>	\$1,000,000 – Each Claim \$1,000,000 – Aggregate
<b>Commercial General Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence
(Incl. Personal Injury, Fire, Legal	\$1,000,000 – Personal & Adv Injury
Contractual & Products/Completed	\$2,000,000 – General Aggregate
Operations)	\$1,000,000 – Products-Comp/OP Aggregate
	\$5,000 – Medical Expenses (Any one Person)
<b>Automobile Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
All Autos – Owned, Non-Owned	
And/or Hired Uninsured Motorists	
<b>Excess/Umbrella Liability</b>	\$1,000,000 – Each occurrence

**The Village of Shorewood shall be named as an additional insured for commercial, general liability, automobile liability, excess/umbrella liability, and be afforded a thirty (30) written cancellation notice or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverage shall be submitted for review and approval by the Village for the duration of this agreement.**

**Exhibit C:**

**Cost Proposal**

Instructions: Submit two (2) clearly marked copies of your cost proposal.

The Firm Of: \_\_\_\_\_ submits the following proposal:

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Request for Quotation and understand all provisions to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the Village, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

**Provide Your Proposed Rates Below as Listed:**

	<b>2019-2020 1 Year Contract</b>	<b>2019-2021 2 Year Contract</b>	<b>2019-2022 3 Year Contract</b>
Crossing Guard Hourly Rate (to the employee)			
Crossing Guard Hourly Bill Rate (to the Village)			

The Bill Rate quoted in the above table shall include the following:

- All required payroll taxes, worker’s compensation, and liability insurance costs.
- Administrative overhead and profit margin

List any other potential billable costs:

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\_\_\_\_\_  
Name (Print) Title

\_\_\_\_\_  
Signature Date

**Exhibit D:**

**References**

1. Company Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Number of Years with Provider: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Number of Years with Provider: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Number of Years with Provider: \_\_\_\_\_

- END DOCUMENT -