



Request for Proposal – Issued 6/22/2021
ATWATER BEACH LIFEGUARD SERVICES
Village of Shorewood

Proposal Requested

The Village of Shorewood is requesting proposals from qualified parties for lifeguarding services at Atwater Beach. The desired service agreement is for a 3-year term (2022-2024) with an option for renewal.

Project Background and Description

Several years ago, the Village contracted with the Shorewood Recreation Department to manage lifeguards at Atwater Beach. Shorewood Recreation Department declined to provide lifeguards after 2003. Lifeguards weren't available at Atwater Beach until 2012 when the Village began contracting with Milwaukee County Parks. This arrangement continued until 2017 when the County informed the Village they couldn't recruit enough lifeguards to staff Atwater Beach as well as several of their own pools. The Village ended up contracting with a firm to provide security guards who were at the beach for the summer to impose beach rules. The Village started contracting with Eric Gietzen of Coastline Services, LLC in 2018 to manage the lifeguards at Atwater Beach, who recently announced that 2021 will be their final year providing lifeguard services.

It has been tradition for the Village of Shorewood to have lifeguards present during peak hours (11 a.m. to 4 p.m.) from the fourth Saturday in June to the third Sunday in August. The Village is pursuing having a public or private party to be considered to provide lifeguarding services at Atwater Beach long-term. All equipment is purchased and currently owned by the Village of Shorewood. The selected party will be able to utilize the equipment owned by the Village and provide waterfront certified lifeguard coverage to oversee safety at Atwater Beach for peak hours during the summer.

Estimated Timeline

Action items in the estimated timeline are at the discretion of the project manager and are meant to provide a clear understanding of the proposal steps; the schedule is subject to change.

Action Item	Date
RFP Issued	June 22, 2021
Deadline to Schedule Pre-Meeting (if needed)	June 29, 2021
Deadline to Conduct Pre-Meeting (if needed)	July 7, 2021
Proposals Due	July 14, 2021
Interviews and Review of Proposals (if needed)	July 19-23, 2021
Make Recommendation on Contractor	July 23, 2021
Finalize Service Agreement with Contractor	July 28, 2021
Village Board Considers Service Agreement	August 2, 2021

Project Scope

Task 1 Provide a Waterfront Certified Lifeguard Supervisor/Manager who will:

- A.) Conduct daily support for lifeguard staff during operating hours of 11 a.m. through 4 p.m.
- B.) Manage lifeguard schedules to assure at least two guards (including supervisor) are on duty at all times when beach is open. Reduce the number of guards or close the beach due to weather or other reasons. If closing the beach, notify the Police Department and Village Manager's Office.
- C.) Act as lifeguard when conditions warrant.

- D.) Facilitate beach usage log to record estimated beachgoers per day. Share record with Village staff at the conclusion of the lifeguarding season.
- E.) Maintain uniform reporting in incident log.
- F.) Evaluate daily conditions and beach activity to determine and adjust staffing levels. Any reduction in staffing levels must be reported each week to Village staff.
- G.) Ensure lifeguard staff has all resources necessary to perform rescue work.
- H.) Designate and manage swimming area with roped buoy markers.
- I.) Conduct periodic in-service protocol drills to ensure emergency procedures are adequate.
- J.) Conduct at least one pre-season and one post-season meeting with Shorewood Police, the Village Manager's Office, and North Shore Fire and Rescue to discuss/update beach emergency, rescue protocol and other expectations.
- K.) Conduct water quality safety check as per Village request.

Task 2 Provide Waterfront Certified Lifeguard coverage at Atwater Beach

- A.) Perform coverage at Atwater Beach daily starting third Saturday in June through third Sunday in August from 11:00 a.m. through 4:00 p.m.
- B.) Ensure that all water safety rules are observed by swimmers, utilizing a good knowledge of all aspects of water safety procedures.
- C.) Perform rescue work and when necessary render first aid until such time as a qualified doctor or other emergency personnel is present.
- D.) Ensure that all swimmers in the water are accounted for at all times.
- E.) Perform daily swimming area and beach safety sweeps.
- F.) Prepare daily incident/accident reports.
- G.) Ensure all Village rules and regulations pertaining to the beach are posted and observed.
- H.) Identify and address beachgoers who do not obey beach rules and regulations.
- I.) Handle inquiries or complaints from beachgoers in a diplomatic and professional manner.

Proposal Content

The proposal should not exceed ten (10) single-sided pages and should address the following:

- A.) Transmittal Information.
 - 1. Contractor's name, address, telephone number and contact person.
 - 2. Contractor's confirmation of understanding of the program and commitment to provide the appropriate personnel and equipment to perform the scope of services as defined in this document.

- B.) Approach.
 - 1. Provide a description of the anticipated services.
 - 2. Outline your proposed staffing levels and activities.
 - 3. Specify how you will be recruiting and selecting the lifeguards.
 - 4. Provide estimated hours for all tasks. Divide out estimated hours for the supervisor and lifeguards to be on duty. This shall be a not to exceed number.

- C.) Contractor Experience.
 - 1. Professional registrations or certifications of managers and drivers.
 - 2. Description of related past experience, particularly experience of a similar capacity on projects of comparable size and/or scope.

- D.) Cost.
 - 1. The Village is proposing to lock in a do not exceed cost annually.

2. Please include a table such as the one illustrated in Attachment A – Cost Sheet for 2019, 2020, and 2021.

E.) Contract

1. Please attach a copy of your standard contract (if available) for these types of services in the proposal.

F.) 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.

G.) Examples of Work

1. Please provide up to three different examples of programs or services you've performed for other municipalities. The work should demonstrate a high quality service.

H.) References

1. Please provide references of current or previous clients you have worked with in the past.
2. It is highly recommended to include at least one municipality as a reference.

Terms and Conditions

Village Costs

The Village will pay the Service Provider for the services provided as described. Such payment shall be full compensation for all services rendered and for all supervision, labor, liability insurance, and other incidental costs.

Payment Terms

The Village will be responsible for following the payment schedule outlined by the selected Service Provider. Village will make payment as long as it receives invoice at least thirty days prior to outlined payment schedule and Service Provider successfully completed services as outlined. Scheduled invoice should include hours logged by both the supervisor and lifeguards.

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 and Termination of Contract

The contract period will be for 3 years, pending finalization of the service agreement. The Village reserves the right to cancel this Agreement within (30) days written notice. If the Service Provider elects to cancel the Agreement, it must provide (30) days written notice and it must be mutual between the Village and the Service Provider. If the Service Provider cancels this Agreement after advance payment for services has been rendered per the terms, the Service Provider will only be compensated on a pro-rata basis for actual work performed, and any remaining advance payment will be returned to the Village.

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

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

1. General understanding of the scope of services.
2. Quality and content of the written proposal.
3. Experience and technical competence associated with the scope of services requested.
4. Ability to perform the program and scope of services within the necessary parameters.
5. Cost to execute services.

Instructions to Firms

Submittal Instructions

1. Please provide (1) digital copy of the proposal via email only to:
Project Manager: Tyler Burkart, Assistant Village Manager, Village of Shorewood
Email: tburkart@villageofshorewood.org
Identify proposal name into subject line of the email: Atwater Beach Lifeguard Services
Deadline: 4:00 p.m. CST, Wednesday, July 14, 2021
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. 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:

Tyler Burkart, Assistant Village Manager
tburkart@villageofshorewood.org
414-847-2705

In the absence of the primary contract, the secondary contract for contraction administration is:

Rebecca Ewald, Village Manager
rewald@villageofshorewood.org
414-847-2701



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Attachment A – Cost Sheet

Please provide the following details to inform the Village of estimated costs. The costs you provide below is a do not exceed number. Feel free to create your own cost sheet for ease of completion as long as it follows the format included below.

- Beach open 11 a.m. to 4 p.m. from third Saturday in June through third Sunday in August
- Two lifeguards from 11 a.m. to 1 p.m. and 3 to 4 p.m.
- Three lifeguards from 1 to 3 p.m.
- One of the lifeguards can be the Lifeguard Supervisor/Manager
- We ask that lifeguards be hired at a minimum of \$15 per hour.

Lifeguard Costs	2022	2023	2024
Rate per hour for Lifeguards			
Estimated Total Number of Hours			
Total Estimated Cost for Lifeguards			
Lifeguard Supervisor/Manager Costs	2022	2023	2024
Rate per hour for Lifeguard Supervisor			
Estimated Total Number of Hours			
Total Estimated Cost for Lifeguard Supervisor			
Other Personnel/Administrative Costs	2022	2023	2024
1. Include Name, Title, Total # of Hours, Total Cost			
2.			
3.			
Other Anticipated Costs	2022	2023	2024
1. Type of Cost, One-time/Reoccurring, Total Cost			
2.			
3.			
4.			
5.			
Total Estimated Cost	2022	2023	2024
Note: This is a “do not exceed” cost			