

**INVITATION TO BID  
“2020-2022 LIFEGUARD SERVICES”  
BERKELEY POOL**



**City of Berkeley  
8425 Airport Rd  
Berkeley Missouri 63134  
314-524-3313**

**Bids shall be submitted in a sealed envelope clearly marked on the outside.**

**RFP # 898 LIFEGUARD SERVICES**

**CLOSING DATE, FEBRUARY 12, 2020  
10:00AM**

**Request for Proposal – Issued 01/09/2020**  
**LIFEGUARD SERVICES**

**Proposal Requested**

The City of Berkeley is requesting proposals from qualified parties for lifeguarding services at Berkeley Pool. The desired service agreement is for a 3-year term (2020-2022) with an option for two- year renewal.

**Project Background and Description**

It has been tradition for the City of Berkeley to have lifeguards present during peak hours (11 a.m. to 6 p.m.) from Memorial Day through Labor Day each year. The City is pursuing having a public or private third party to be considered to provide lifeguard services at City of Berkeley public pool for the next three years with an option for two additional years. All equipment is purchased and currently owned by the City of Berkeley. The selected party will be able to utilize the equipment owned by the City and provide pool certified lifeguard coverage to oversee safety at pool for peak hours during the summer. The City will be inquiring on costs associated to opening the pool earlier (third weekend in May), keeping it open later (through the end of September), and possibly extending services each day to 7 p.m. for water aerobics classes.

**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.

<b>Action Item</b>	<b>Date</b>
RFP Issued	January 9, 2020
Proposals Due at 10:00a.m.	February 12, 2020
Interviews and Review of Proposals (if needed)	February 13-15, 2020
Make Recommendation to City Council	February 20, 2020
Finalize Service Agreement with Contractor	March 2, 2020

**Project Scope**

*Task 1 Provide a Waterfront Certified Lifeguard Supervisor who will:*

- a) Conduct daily support for lifeguard staff during operating hours of 11 a.m. through 6 p.m.
- b) Manage lifeguard schedules to assure at least two guards (including supervisor) are always on duty when pool is open. Reduce the number of guards or close the pool due to weather or other reasons. If closing the pool, notify the Parks Supervisor, Police Department and/or City Manager’s Office.
- c) Act as lifeguard when conditions warrant.
- d) Facilitate pool usage to record estimated pool goers per day. Share record with City staff at the conclusion of the lifeguarding season.
- e) Maintain uniform reporting in incident log.
- f) Evaluate daily conditions and pool activity to determine and adjust staffing levels. Any reduction in staffing levels must be reported each week to City 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 Parks Supervisor, and the

- k) City Manager's Office, to discuss/update pool emergency, rescue protocol and other expectations.
- l) Conduct water quality safety check as per Saint Louis County Health Department.

***Task 2 Provide Certified Lifeguard coverage at Berkeley Pool***

- a. Perform coverage at Berkeley Pool daily starting Thursday, May 28, 2020 through Wednesday, September 30, 2020 from 10:30 a.m. through 6:00 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 emergency personnel is present.
- d. Ensure that all swimmers in the water are accounted for at all times.
- e. Perform daily swimming area and pool safety sweeps.
- f. Prepare daily incident/accident reports.
- g. Ensure all City rules and regulations pertaining to the pool are posted and observed.
- h. Identify and address pool goers who do not obey pool rules and regulations.
- i. Handle inquiries or complaints from pool goers in a diplomatic and professional manner.
- j. Clean and stock bathrooms and shower areas

**Proposal Content**

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

A.) Transmittal Information.

1. Vendor's name, address, telephone number and contact person.
2. Vendor'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.) Vendor Experience.

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

D.) Cost.

1. The City 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 2020, 2021, and 2022.

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**

#### *City Costs*

The City 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 City will be responsible for following the payment schedule outlined by the selected Service Provider. City 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 City. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the City with a Certificate of Insurance listing the City 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 City'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 City of Berkeley.

#### *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 City. If all or a portion on the contract work is proposed to assign 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 City, 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 City 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 City 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 City.

### *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 City, will be incorporated into a contract between the City 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 City Council, execution of the contract by the proper City 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 vendor and the City of Berkeley.

## **Selection Criteria**

City 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 assigned to the program.
4. Familiarity of the consultant with the types of issues typically encountered on programs such as this and the recommended alternatives to address such issues.
5. General understanding of agreement with the consultant's approach to the project, including the City's confidence in the consultant's ability to satisfactorily perform the work.
6. Ability to perform the program within the necessary parameters.
7. Cost to execute services.

## **Instructions to Firms**

### ***Submittal Instructions***

1. Please provide (3) copies of the proposal in a sealed envelope to:  
Deanna Jones, City Clerk, 8425 Airport Road, Berkeley MO 63134  
Identify proposal name on the outside of the sealed envelope: Berkeley Pool Lifeguard Services  
Deadline: 10:00 a.m. CST, Wednesday, February 12, 2020
2. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will be opened and read publicly.
3. Questions regarding this RFP should only be directed to Debra Irvin, City Manager at [irvin@ci.berkeley.mo.us](mailto:irvin@ci.berkeley.mo.us). Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the City 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 City 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 City of Berkeley to do so.

### ***Amendments***

Amendment of proposals may be done as follows:

**By City:** Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be posted on the city's website.

**By Firm:** Proposals may only be amended after receipt by the City 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 City.

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

*Contact*

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

Debra Irvin, City Manager  
[irvin@ci.berkeley.mo.us](mailto:irvin@ci.berkeley.mo.us)

**Request for Proposal – Issued 1/9/2020 BERKELEY POOL LIFEGUARD SERVICES**  
**City of Berkeley Attachment A – Cost Sheet**

Please provide the following details to inform the City 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.

- Pool open 11 a.m. to 6 p.m. from Memorial Day to Labor Day, closed on Monday’s for maintenance except for Memorial Day.
- Two lifeguards from 10:30 a.m. to 6 p.m.
- Extra services for early morning/late evening for water aerobics
- One of the lifeguards can be the Lifeguard Supervisor

<b>Lifeguard Costs</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Rate per hour for Lifeguards	\$	\$	\$
Estimated Total Number of Hours	\$	\$	\$
Total Estimated Cost for Lifeguards	\$	\$	\$
<b>Lifeguard Supervisor Costs</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Rate per hour for Lifeguard Supervisor	\$	\$	\$
Estimated Total Number of Hours	\$	\$	\$
Total Estimated Cost for Lifeguard Supervisor	\$	\$	\$
<b>Other Anticipated Costs</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
<b>Total Estimated Cost</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<i>Note: This is a “do not exceed” cost</i>	\$	\$	\$



**Two-year option:**

<b>Lifeguard Costs</b>	<b>2023</b>	<b>2024</b>
Rate per hour for Lifeguards	\$	\$
Estimated Total Number of Hours	\$	\$
Total Estimated Cost for Lifeguards	\$	\$
<b>Lifeguard Supervisor Costs</b>	<b>2023</b>	<b>2024</b>
Rate per hour for Lifeguard Supervisor	\$	\$
Estimated Total Number of Hours	\$	\$
Total Estimated Cost for Lifeguard Supervisor	\$	\$
<b>Other Anticipated Costs</b>	<b>2023</b>	<b>2024</b>
1.	\$	\$
2.	\$	\$
3.	\$	\$
<b>Total Estimated Cost</b>	<b>2023</b>	<b>2024</b>
<i>Note: This is a “do not exceed” cost</i>	\$	\$

**BID FORM**  
**PROJECT NO. 898**

PROPOSAL HAVE: \_\_\_\_\_ (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF BERKELEY, 8425 AIRPORT RD, BERKELEY, MO 63134

The Bidder, in compliance with our invitation for proposals for the *Lifeguard Services* in the City of Berkeley, and having examined the specifications with related document and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all equipment, labor, materials, and supplies, and to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated in the bidding documents.

The above unit price shall include all labor, materials, removal overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the owner reserves the right to reject any or all proposals, or any combination thereof, and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 120 (one-hundred) calendar days after the scheduled closing time for receiving proposals.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ADDRESS/CITY/STATE/ZIP**

\_\_\_\_\_  
**ATTEST**

## INSURANCE REQUIREMENTS

Contractor and subcontractors shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance.

Certificate of insurance for Worker's Compensation and for liability shall be delivered to Berkeley or kept on file at Berkeley prior to start of contract. Any policy change shall be reported to Berkeley and certificate forwarded to Berkeley. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any Berkeley insurance policy. All copies of proof of insurance will be submitted to Berkeley along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the Berkeley offices.

The following insurance coverage is required:

- Commercial General Liability: Minimum of \$150,000 per person and \$1,000,000 per occurrence.
- Worker's Compensation Insurance: Equal to or at least \$100,000 per employee.

**BIDDER'S COMPANY INFORMATION**

**FUEL CANOPY  
CITY OF BERKELEY, MISSOURI**

**Please print legibly, except where signature is required.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**AFFIRMATIVE ACTION STATEMENT**

**THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Act against Discrimination. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

**Signed by** \_\_\_\_\_

**Position** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Date :** \_\_\_\_\_

## AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your

### Affirmative Action Plan

1. Name and address of your organization: \_\_\_\_\_  
\_\_\_\_\_
2. Name and position of person completing this report \_\_\_\_\_  
\_\_\_\_\_
3. We do not wish to be on your prime vendor list and is returning this form incomplete:  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Do you consider your organization to be an Equal Employment Opportunity Employer?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Are you part of or a division of a larger parent organization? \_\_\_\_\_ If Yes, please give parent organization name and home office address:  
\_\_\_\_\_  
\_\_\_\_\_
6. How many employees were on the payroll last pay period? Full Time \_\_\_\_\_  
Part Time \_\_\_\_\_
7. How many women were on the payroll? Full Time \_\_\_\_\_ Part Time \_\_\_\_\_
8. How many minorities were on the payroll?  
Full Time Male Minority employees: \_\_\_\_\_  
Full Time Female Minority employees: \_\_\_\_\_  
Part Time Male Minority employees: \_\_\_\_\_  
Part Time Female Minority employees: \_\_\_\_\_
9. Does your organization include in its employment advertising a phrase similar to: *"We are an Equal Employment Opportunity Employer"* or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future Yes \_\_\_ No \_\_\_\_\_
10. Does your organization or you parent organization have an Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_\_\_ If Yes, please supply a copy of the current plan.
11. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please supply the name, title, phone number and address for future correspondence. \_\_\_\_\_  
\_\_\_\_\_

The City of Berkeley thank you for your cooperation in filling out this form.

## **FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

## **OSHA TRAINING REQUIREMENTS**

Missouri Law, 292.675 RSMO, Requires the awarded contractor and its subcontractor(s) to provide a ten-hour (10) Occupational Safety and Health Administration (OSHA) construction safety program (or a similar program approved by the Missouri department of labor and industrial relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). the awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour (10) program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program; penalties for non-compliance include contractor forfeiture to the city of Berkeley in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time-period for required program completion under 292.675 RSMO.

## **E-VERIFY**

E-Verify is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS). Bidders shall submit Form I-9 on all employees.

**WORK AUTHORIZATION AFFIDAVIT**

Comes now \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title)  
first being duly sworn, on my oath, affirm \_\_\_\_\_  
(Company Name) is enrolled and will continue to participate in a Federal Work Authorization Program in respect to employees that will work in connection with the contracted services related to \_\_\_\_\_(Project Description) for the duration of the contract, if awarded, in accordance with RSMo Charter 285.530(2). I also affirm that \_\_\_\_\_ (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contract services related to the subject project for the duration of the contract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that Oise statements made in this filing are subject to the penalties provided under Section 570.040, RSMo).*

\_\_\_\_\_  
Signature (Individual with Authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I am commissioned as a Notary Public within the County of \_\_\_\_\_  
State of \_\_\_\_\_ and my commission expires on  
\_\_\_\_\_ 20\_\_\_\_\_.



## **FORMS TO BE RETURNED WITH BID**

- i. Request for Proposal Form (pg. 8-9)
- ii. Bid Form (pg. 10)
- iii. Bidder's Company Information (pg. 12)
- iv. Affirmative Action Statement (pg. 13)
- v. Affirmative Action /Prime Vendor Questionnaire (pg. 14)
- vi. Work Authorization Affidavit (pg. 16)