

**REQUESTS FOR QUALIFICATIONS AND
PROPOSALS FOR LIFEGUARDING SERVICES**

The Borough of Mantoloking, New Jersey (the "Borough") is seeking to enter into an Agreement with a company to provide beach safety services for the publicly accessible beaches of Mantoloking.

RFP CLOSE: No later than 11:00 A.M. on Tuesday, December 5, 2023 local time on and will be opened immediately thereafter.

LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO ASSURE THAT PROPOSALS ARE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

To be considered, Proposer must submit an original and two (2) copies of the RFP in a sealed envelope or package, clearly marked with the Proposer's name, address, and the words "BEACH SAFETY SERVICES" addressed to:

**BOROUGH CLERK
Borough of Mantoloking
202 Downer Avenue
P.O. Box 247
Mantoloking, NJ 08738**

SECTION 1-INTRODUCTION

The purpose of the lifeguards will be to monitor and advise beach and water users concerning surf conditions and safety issues and to provide/coordinate rescue activities and emergency response.

SECTION 2 -SCOPE OF WORK

2.1 SERVICES :

PROVIDER shall supply lifeguard services including, but not limited to, patrolling and supervising beach from assigned lifeguard locations; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users and coordinating emergency medical and water-rescue activities and emergency response.

Priority duties include:

Assessing the prevailing surf conditions at a minimum of twice daily, determine the appropriate beach safety flag based on that assessment.

Determining and clearly designating, on a daily basis, a safe swim area based on surf conditions and inherent hazards at each lifeguard-protected beach access.

Closely monitoring all aquatic users within designated areas of supervision.

Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.

Carrying out the rescue of any person(s) in difficulty and informing police and EMS services if and when backup is required.

Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety.

Providing written reports of incidents and verbally notify, as timely as possible, the Chief of Police or identified designee, should a drowning or a serious near drowning incident(s) occur.

Refer all media request for statement or any type of coverage, related to the lifeguard services to the Chief of Police or identified designee.

Provide established Standard Operating Guidelines for the safe and efficient operations of the lifeguard service.

Monitoring the condition of lifeguard equipment and report deficiencies as necessary.

Provider must have and utilize a system or application that tracks and notifies of any impending weather condition including but not limited to lightening and rain.

The Provider agrees that if the beaches are closed for weather more than seven (7) complete days over the course of the above-mentioned season, the contractor shall credit the Borough for each day the beach is closed at a per day rate to come off their next payment due.

2.2 REQUIREMENTS:

The successful PROVIDER shall demonstrate the ability to meet the United States Lifesaving Association's (USLA) guidelines for an open water lifeguard agency.

The PROVIDER shall provide personnel, training, and management, supervision of equipment and facilities and level of service to be provided. Employees who are acting as lifeguards under this agreement shall be trained to and meet the USLA Open Water Lifeguard Standards including CPR certification.

The PROVIDER should be a New Jersey based business with experience operating for at least 5 years as a provider of lifeguard services in an ocean environment.

The PROVIDER is required to have an employee with management experience on site during hours of operation.

The PROVIDER should have radios able to communicate with other barrier island beaches. Including one for each of the stationary stands, mobile units, supervisor and with the Police quad.

The PROVIDER should have experience working with municipal government agencies.

The PROVIDER should have a reporting or software program to prepare monthly reports to council.

The PROVIDER should employ personnel with experience in the use of ATV (all-terrain vehicles) for emergency response.

The PROVIDER and its employees will exercise due diligence in observing the area of their responsibility/coverage for swimmers or beachgoers in distress and will make reasonable efforts to perform first responder rescue and assistance to such persons.

The PROVIDER shall be able to, upon receiving instructions from the Mantoloking Police Department, the County of Ocean or State of New Jersey, to close the water or close the beach when deemed necessary.

The PROVIDER shall require that all lifeguards be dressed in neat and orderly uniforms consisting of swim trunks and shirts identifying them as lifeguards.

The PROVIDER shall be responsible for assuring that all lifeguards employed pursuant hereto shall, while on duty, obey the following minimum rules and regulations prohibiting:

Being under the influence of alcohol, including the consumption of alcohol or presence of alcohol on the breath while on duty;

Being under the influence of a controlled substance, including the manufacture, distribution, dispensation or possession of a controlled substance while on duty;

Conduct unbecoming a lifeguard;

Neglect of duty;

Violation of any criminal law;

Sleeping while on duty;

Disobedience of orders;

Leaving tower without being properly relieved, except in case of an emergency or due to inclement weather. "Inclement weather" shall be defined as the presence of lightning in the area;

Willful maltreatment of the public. Lifeguards shall be courteous when dealing with the public.

Receiving bribes of money, valuables, fees, rewards, or gifts for services rendered in connection with any official duty.

Distribution of promotional materials for select beach vendors or verbal promotion of any specific beach vendors.

The PROVIDER shall be responsible for assuring the beach is in a safe condition, and shall report to the Chief of Police any condition which might require action.

The PROVIDER must report all drowning incidents to the Chief of Police or representative immediately following occurrence.

SECTION 3 - PROPOSAL REQUIREMENTS

This section contains instructions regarding the format of the RFP that are to be submitted.

3.1 FORMS:

It is MANDATORY that PROPOSER'S return the forms included with their proposal in the Request for Proposal package.

A representative who is authorized to contractually bind the vendor shall sign the Proposal.

Submit references from communities that your company has provided these types of services for.

Resumes and experience of supervisors and key personnel.

Explain in detail how your company intends on providing this lifeguarding service.

Proposers shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activity of the contract.

The PROVIDER shall supply pricing information for lifeguard coverage within sight distance of the lifeguard tower at four (4) – three (3) full time and one (1) part time Public Recreational Access points as listed below:

10 a.m. to 5 p.m. (7 hours):

Monday – Friday:

3 Stationary stands (Lyman, Midblock, Downer)
1 Mobile
1 Supervisor (on ATV)

Saturday & Sunday:

4 Stationary stands (Lyman, Midblock, Downer, Albertson)
1 Mobile **reduces Albertson from 3 to 2 days
1 Supervisor (on ATV)

Lifeguard services shall commence on June 15, 2024 and shall continue through September 2, 2024. Midblock and Albertson stands will terminate on August 22nd.

All lifeguards employed pursuant hereto must be able to complete an approved United States Lifesaving Association Open Water Lifeguard training course or equivalent.

The Borough of Mantoloking requires the vendor provide;

PROVIDER shall supply all equipment required by N.J.S.A 8:26, NJ State Board of Health, The United States Lifeguarding Association and any other accrediting agencies or governing body with which the PROVIDER may affiliate.

Town agrees to provide and maintain the following;

Lifeguard towers – 4

Defibrillators - 4

Oxygen tanks – 5

UTV - 2

***PROVIDER is responsible for examining such equipment and determining its condition and suitability for use and use of Borough-owned equipment shall in no way limit PROVIDER obligations to hold the Borough harmless and provide insurance covering all equipment usage. Including but not limited to Borough owned lifeguard towers, UTVs, O2 tanks and defibrillators.**

SECTION 4. SELECTION CRITERIA:

The selected PROVIDER will be given written notification of being selected by the Borough. The Borough will negotiate and execute an Agreement with the selected PROVIDER prior to the beginning of the actual services. Should negotiations fail, the Borough will negotiate with other highly ranked companies. Companies shall be ranked on the following:

Response to the RFP:

Approach to meeting the requirements of the scope of work and understanding the project.

Cost of providing services.

Similar experience.

References from communities already served

Familiarity within area to be served and services to be provided.

SECTION 5. PROCUREMENT RULES AND INFORMATION

5.1 CONTACT PERSON:

Borough Clerk Beverley A. Konopada at 732-475-6983 ext. 313

All technical questions regarding this Request should be directed in writing; preferably by email to the Borough Clerk. Questions shall be submitted no later than 12:00 Noon (local time) on Tuesday, November 28, 2023. Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

Note: No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any Borough employee. Only those communications from proposers, which are signed and in writing will be recognized by the Borough, as duly authorized expressions on behalf of the PROPOSER. Oral and other interpretations or clarifications will be without legal effect.

5.2 PROPOSAL OPENING:

Proposals will be accepted until Tuesday, December 5th, 2023 no later than 11 a.m. local time and will be opened immediately thereafter.

Proposals are due at the time and date specified. Proposals received late will not be considered and will be marked as LATE.

SECTION 6. INSURANCE REQUIREMENTS:

PROVIDER shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, and other insurance as is appropriate for the Project being performed hereunder by PROVIDER, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements and be endorsed to provide the BOROUGH with ten (10) days' written notice of cancellation and/or restrictions.

Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws.

2. Comprehensive General Liability Coverage must include:

- a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the BOROUGH with ten (10) days' written notice of cancellation and/or restriction. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- d. \$300,000 combined single limit per accident for bodily injury and property damage.

SECTION 7. TREATMENT OF PROPOSALS

7.1 COST OF PREPARING PROPOSALS:

The Borough is not liable for any costs incurred by the proposer in responding to this RFP, including those for oral presentations.

7.2 DISPOSAL OF PROPOSAL:

All proposals become the property of the Borough and will be a matter of record. The Borough shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right. Any submitted proposal shall remain a valid proposal for 60 days after the submission date.

7.3 REJECTION OF PROPOSAL:

The Borough reserves the right to accept or reject any and all proposals as may be deemed necessary by the Borough to be in its best interest. The Borough further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The Borough reserves the right to reject any Proposal if the Borough believes that it would not be in the best interest of the Project to make an award to that PROVIDER because the Proposal is not responsive or responsible, or the PROVIDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive PROVIDER who submits the best ranked proposal.

If the Borough and the best PROVIDER cannot negotiate a successful contract the Borough may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive PROVIDER who submits the next best ranked proposal. No PROVIDER shall have any rights against the Borough arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The Borough reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the Borough will consider the qualifications of the PROVIDER, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of PROPOSER, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the Borough's satisfaction within the prescribed time. The Borough may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

SECTION 8. MISCELLANEOUS

8.1 SALES AND USE TAX:

The PROPOSER agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the PROVIDER are included in the stated bid price for the Project. The Borough is tax exempt from federal excise and state sales tax.

8.2 ADDENDUMS:

The Borough may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed to all proposers receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal.

8.3 NOTICES:

Any notices to be given under this RFP shall be given by Email, Fax or United States Mail addressed to PROPOSER at its address stated herein, and to the BOROUGH at its address stated herein. Additional notice may also be given by facsimile/email in which case it shall be deemed that notice was provided on the date said facsimile/email was received. The party providing notice by fax/email shall confirm that the fax/email was received by the other party.



CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

SIGNATURE: _____

FIRM: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

PROPOSAL FEE SCHEDULE

10 a.m. to 5 p.m. (7 hours):

Monday – Friday:

- 3 Stationary stands
- 1 Mobile
- 1 Supervisor (on ATV)

Saturday & Sunday:

- 4 Stationary stands
- 1 Mobile
- 1 Supervisor (on ATV)

Monday - Friday

\$ _____

Saturdays & Sunday:

\$ _____

Total : _____

Additional Costs, if Any: \$ _____

Per Day Rate: \$ _____ **(to be credited back to the Borough)**