



REQUEST FOR PROPOSAL (RFP)
Lifeguard and Swim Lesson Services
City of Murrieta

BID ISSUED DATE: 03/15/2024

CONTACT

Crystal Arora, Management Analyst, Community Services Department
Email: CArora@MurrietaCA.gov
Phone Number: 951-461-6119

PROPOSAL DUE: 04/03/2024 by 5:00 PM

All proposals shall be submitted directly to the above contact via email by the Proposal Due date and time. *Late proposals will not be accepted.*

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Attachment A	City of Murrieta Agreement Sample
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Note: This RFP does not constitute an order for the goods or services specified.

SECTION I
PURPOSE OF REQUEST FOR PROPOSAL
AND GENERAL TERMS AND CONDITIONS

1.0 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The City of Murrieta (City) invites interested vendors to submit an electronic proposal to provide Lifeguard and Swim Lesson services. The City opens a pool seasonally; the 2024 season will tentatively begin Monday, May 27, 2024, and will continue through Sunday, August 11, 2024, with the potential for an extended season with weekend use only. This will be decided at the discretion of the City in collaboration with the Murrieta Valley Unified School District (MVUSD). The contract duration will cover the 2024 swim season, with the potential for four (4), one (1)-year extensions.

For the duration of the swim season, City staff aim to provide a variety of water activities for their citizens of all ages and abilities. Daily activities include lap swim, open swim, water aerobics, and varying levels of swim lessons. On average, attendance at the pool is 70 people, with a maximum allowance to be determined by MVUSD at a later date. City staff will be present at all times during operating hours.

Over the course of the contract, services may be provided at one (1) of four (4) locations:

Vista Murrieta High School, 28251 Clinton Keith Rd, Murrieta, CA 92563; or
Murrieta Mesa High School, 24801 Monroe Ave, Murrieta, CA 92562; or
Murrieta Valley High School, 42200 Nighthawk Way, Murrieta, CA 92562; or
California Oaks Sports Park, 40600 California Oaks Rd, Murrieta, CA 92562;

California Oaks Sports Park Pool is currently non-operable and will not be operational for the foreseeable future. Staff are finalizing the location for services and days of operation for the 2024 season, which will be held at either Vista Murrieta High School or Murrieta Mesa High School. The potential days and hours of operation are:

Days of Operation:

Monday, Wednesday, Saturday, and Sunday

Hours of Operation:

All Operating Days: 7 AM – 4 PM

Swim lessons will be provided by the Contractor. Lessons are expected to be provided on Mondays and Wednesdays for a minimum of two hours each of the days. Exact hours will be determined between Contractor and City staff upon award of agreement. Contractor will be responsible for all sign-ups, payment collection, and attendance. Participant reservation fees collected for swim lessons will be profit for the Contractor; the City does not and will not require payment for these reservations. Upon finalization of the swim lesson schedule, City staff will advertise for the lessons. Contractor will provide a website link or other means for residents to register.

These services are to be provided by American Red Cross or industry equivalent certified lifeguard staff. Contractor must retain copies of all staff certifications on

file including valid lifeguard, swim instructor, first aid, CPR, and AED certifications. Lifeguard and swim instructor certifications include Lifeguard certification and Water Safety Instructor (WSI) certification. Contractor is also responsible for background checks and livescans of all employees that will provide lifeguarding services on City/MVUSD property. All staff provided by Contractor shall be trained in mandatory reporting requirements pursuant to California Penal Code Section 11165.9. A minimum of two (2) lifeguards and one (1) Manager will be on duty during pool operating hours.

As part of the application process, bidders are expected to return requests for changes to terms of agreement on Exhibit "B" of sample agreement attached to this RFP, and all fillable attachment sheets. Insurance requirements are to be fulfilled within ten (10) calendar days upon Notice of Intent to Award (NOA).

1.1 QUESTIONS REGARDING THE RFP

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated in Section II. All pertinent questions will be answered in writing and conveyed to any Applicants who submit a Notice of Intent to Propose. All questions either technical, commercial, or contractual in nature shall be directed to:

Crystal Arora, City of Murrieta Community Services Management Analyst,
CArora@MurrietaCA.gov.

1.2 ADDENDA

The City of Murrieta may modify this RFP, any of its key action dates, or any of its attachments, prior to the bid submittal date. It is the Applicant's responsibility to ensure they have incorporated all addenda items. Failure to acknowledge and incorporate addenda will not relieve the Applicant of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

1.3 SUBMISSION OF PROPOSAL

Proposals will be accepted on or before the date and time indicated in the Schedule of Events, Section II, in accordance with Section VI, Proposal Instructions and Format. More than one (1) proposal from an individual, Company, partnership, or corporation under the same or different names will not be considered.

1.4 APPLICANT'S COST

Costs for developing proposals are entirely the responsibility of the Applicant and shall not be chargeable to the City of Murrieta.

1.5 EXCEPTIONS

If a Proposer takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

1.6 DELIVERY OF PROPOSALS

A Notice Inviting Bids (NIB) will be posted on the City's website. Completed proposals must be emailed directly to CArora@MurrietaCA.gov no later than 5:00 PM on Wednesday, April 3, 2024. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

1.7 PROPOSAL WITHDRAWAL

Any Applicant may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void. Withdrawal of proposal will not impact the Applicant's resubmittal for this or any future proposal(s).

1.8 PROPOSALS BECOME THE PROPERTY OF CITY OF MURRIETA

Proposals become the property of City of Murrieta and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. City of Murrieta reserves the right to make use of any information or ideas contained in the proposal.

1.9 CONFIDENTIAL MATERIAL

Applicant must notify City of Murrieta in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. City of Murrieta shall have sole discretion to disclose or not disclose such material subject to any protective order which Applicant may obtain.

1.10 REJECTION OF PROPOSALS

City of Murrieta may reject any or all proposals and may waive any immaterial deviation in a proposal. City of Murrieta's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with the specifications if awarded the contract. Proposals referring to terms and conditions other than City of Murrieta's terms and conditions may be rejected as being non-responsive.

City of Murrieta may make investigations as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to City of Murrieta all such information and data for this purpose as requested by City of Murrieta. City of Murrieta reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Applicant fails to satisfy City of Murrieta that such Applicant is properly qualified to carry out the obligations of the agreement and to complete the work specified.

1.11 CANCELLATION

This solicitation does not obligate the City of Murrieta to enter into an agreement. City of Murrieta retains the right to cancel this RFP at any time if it is deemed in the best interest of the City of Murrieta. No obligation, either expressed or implied, exists on the part of the City of Murrieta to make an award or to pay any cost incurred in the preparation or submission of a proposal.

1.12 INSURANCE REQUIREMENTS

The City of Murrieta requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage and must be an admitted surety in the State of California.

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
4. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees).

1.13 LICENSURE

At all times while serving the City of Murrieta under agreement, vendors are required to possess any and all licenses relevant to the services being provided prior to the commencement of the work. Failure to maintain existing licenses, when required, may result in voiding the existing agreement.

1.14 DISPUTES/PROTESTS

The City of Murrieta encourages Applicants to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City of Murrieta wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Applicants filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting Applicant shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified or registered mail or delivered in person to the Procurement Officer, or designee. The City of Murrieta will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting Applicant. The decision of City of Murrieta is final.

1.15 AWARD CRITERIA

Award, if any, will be to the Applicant whose proposal best complies with all of the requirements of the RFP documents and any addenda. Evaluation methodology and basis for award are described in Section V – Review and Selection Process.

1.16 TERM OF THE AGREEMENT

The agreement awarded through this RFP is expected to be effective for a period of one (1) year, with the ability to exercise four (4), one (1) year extensions, at the discretion of the authorized City representative.

1.17 CONTRACTUAL DOCUMENTS

In the event of a conflict between documents the following order of precedence shall apply:

1. City of Murrieta Agreement
2. City of Murrieta Request for Proposal
3. Applicant's Proposal

1.18 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Applicant and returned, along with the required attachments to the City of Murrieta within 10 working days. The period for execution may be changed by mutual agreement of the parties. Any work performed prior to receipt of a fully executed Agreement shall be at Applicant's own risk.

1.19 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Applicant refuses or fails to execute the Agreement, the City of Murrieta may award the Agreement to the next qualified highest ranked Applicant.

1.20 NON-ENDORSEMENT

If a proposal is accepted, the Applicant shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply City of Murrieta endorsement of Applicant's services.

1.21 CONFLICT OF INTEREST

Applicants should identify any other public agency or private representation that may have a conflict interest with the City of Murrieta.

1.22 COLLUSION

By submitting a response to the RFP, each Applicant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Applicant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Applicant has not in any matter sought collusion to secure any improper advantage over any other person submitting a response.

**SECTION II
SCHEDULE OF EVENTS**

Release of Request for Proposal	Friday, March 15, 2024
Last Day for Submission of Questions	Wednesday, March 20, 2024
City Response to Questions submitted via Addendum	Thursday, March 21, 2024
Deadline for Receipt of Proposals	Wednesday, April 3, 2024 by 5:00 PM
Review Period	April 4-9, 2024
Tentative Interviews/Presentation Week	April 15-18, 2024
Tentative Contract Award by City Council	Tuesday, May 7, 2024
Tentative Contract Start Date	Monday, May 13, 2024

*NOTE: The dates subsequent to receipt of proposal may be adjusted without further notice.

SECTION III
APPLICANT'S MINIMUM QUALIFICATIONS

- 3.0** In addition to meeting all other requirements of this RFP, all responding Applicants shall furnish verifiable evidence that they, at a minimum, meet the following qualifications.
- a.** Applicant to provide five (5) appropriate references where applicant has provided similar services at least two (2) of which are from public entities that may be contacted by the City for background information and qualification.
 - b.** Applicant to verify that all Lifeguard staff will have minimum certifications in Lifeguarding, Shallow Water Lifeguarding, Basic Swim Instructor (BSI), Water Safety Instructor (WSI), CPR, AED, and First Aid

SECTION IV SCOPE OF SERVICES

4.0 INTRODUCTION

The City of Murrieta is a General Law City functioning under the City Council/City Manager form of government. With a population of 115,172, Murrieta is the fourth largest City in Riverside County. Murrieta is a full-service City with eight departments, including Fire and Police Departments. The five City Council Members are elected by districts, and serve as Mayor and Mayor Pro Tem on a rotating basis.

Contractor will perform the following Services:

The Contractor will report to the Recreation Supervisor responsible for Aquatics. The Contractor will work directly with the Recreation Supervisor and City staff in performance of daily duties in the operation of the pool. The general responsibilities of the Contractor (or staff of the Contractor) include, but are not limited to, the following and shall be considered to be services covered by this Agreement:

A. Operations: The operating hours for the pool facility are outlined in Exhibit “D,” attached hereto. The operating hours may be adjusted by City staff at any time. Notice will be provided to the Contractor with as much advance notice as possible.

B. Personnel:

i. The Contractor shall recruit, screen, and hire staff with the following American Red Cross or industry equivalent certifications:

Lifeguard: Lifeguarding, CPR, AED, and First Aid

Swim Instructor: Lifeguarding, Water Safety Instructor (WSI), CPR, AED, and First Aid

Manager: Lifeguarding, CPR, AED, and First Aid

ii. Contractor shall provide two (2) certified, trained lifeguards and one (1) Manager for the duration of pool operation days and hours. Hours and number of staff may be adjusted upon mutual agreement of City staff and Contractor.

iii. Contractor shall ensure all interactions between Contractor’s staff and patrons and City staff is courteous and professional.

iv. In the event a regularly scheduled lifeguard is unable to make their assigned shift due to medical or personal reasons, Contractor will be responsible for replacing the personnel with another certified lifeguard from its staffing division for the specified shift.

v. All staff hired by Contractor will adhere to a cohesive uniform policy which includes clearly labeled “Lifeguard” shirts to provide clear identification.

vi. All staff hired by Contractor must pass criminal background checks and shall be trained in mandatory reporting requirements pursuant to California Penal Code Section 11165.9. Contractor shall bear the costs of all such testing and training.

C. Safety:

i. Contractor shall track patron attendance and ensure adherence to all pool and facility rules and safety regulations.

ii. Contractor shall provide lifesaving and CPR/First Aid training for the designated lifeguard staff in accordance with the American Red Cross standards or other appropriately recognized and accredited lifesaving organization.

iii. Lifeguard staff will enforce all facility rules and regulations and report to City staff any patrons who repeatedly act in an unsafe and/or unlawful manner when using the pool. Reasonable attempts, within the scope of the Lifeguard training, will be used to ensure safety. However, unmanageable situations will be directed to and handled by City staff should such an issue arise.

iv. The Contractor will provide all equipment required for the aquatics center in alignment with the American Red Cross, and/or other appropriately recognized and accredited life-saving organization.

v. The Contractor will ensure that their lifeguard staff are regularly up to date in their trainings and certifications.

vi. All lifeguards will undergo in-service training at least once every two weeks to remain current on all safety procedures required by Contractor, City or any certification, as well as to continue to stay current on facility specific Emergency Action Plans (EAP).

D. Swim Lessons: Contractor shall perform a variety of swim lesson opportunities for the community based on the schedule attached hereto as Exhibit "D." Such opportunities shall include, but not be limited to:

i. Infant and Pre-School Swimming Lessons: In these classes, parents or guardians accompany their infants and preschoolers in the water. The aim is to provide parents with the knowledge and techniques to help their child feel comfortable and safe in the water while also learning basic swimming skills. Skills covered include water adjustment, blowing bubbles, exploring underwater, floating on the front and back, and kicking. Swim pants are preferred over diapers.

ii. Toddler Swimming Lessons: Designed for preschool-age children, these classes mark the child's first independent experience in the pool without a caretaker. The focus is on introducing swimming and water safety skills. Children must be able to listen and follow instructions. Skills taught include water adjustment, bubble blowing, underwater exploration, floating with support, kicking, and basic safety topics. Class size is limited to four participants.

iii. Level 1 Swimming Lessons: For children aged 5 and above who have completed the Toddler class, this course emphasizes further development of basic swimming skills. Participants should be able to perform tasks such as blowing bubbles, floating unassisted, and following directions. Skills taught include jumping into the water, fully submerging, retrieving items, bobbing, floating, and age-appropriate safety topics.

iv. Level 2 Swimming Lessons: This course builds on skills learned in Toddler and Level 1 classes, focusing on elementary swimming techniques. Participants will learn

the front crawl and be introduced to the back crawl. Basic water safety rules and emergency procedures will also be covered.

v. Level 3 Swimming Lessons: Designed to refine fundamental skills from previous levels, Level 3 introduces new techniques such as rhythmic breathing, elementary backstroke, and treading water. Participants should be able to swim approximately 15 feet and float on their stomach before enrolling.

vi. Level 4 Swimming Lessons: This level reinforces skills learned in Level 3 and introduces the breaststroke and sidestroke. Participants should be capable of swimming one width of the pool using rhythmic breathing before enrolling.

SECTION V REVIEW AND SELECTION PROCESS

5.0 **PROCESS**

A review of all submitted proposals will be conducted by a review committee. After a review of the proposals, the top candidates will be selected to be interviewed. Following the interview process, the Company deemed best qualified to perform the City's Lifeguard and Swim Lesson services will be recommended for contract award at a public City Council meeting.

The City reserves the right to amend the review and selection process or to reject any and all proposals for any reason deemed appropriate by the City.

5.1 **EVALUATION CRITERIA**

The following shall be considered during the evaluation process:

<u>Qualifications Rating Criteria</u>			
Rating Criteria – Corresponding section: Evaluation Criteria. Use additional sheets as needed.	Score X	Weight =	Rating
<u>Experience and Qualifications:</u> Meets the qualifications identified in the Request for Proposal, provides adequate range of services and support to the City, and demonstrates a depth of expertise and familiarity with all applicable matters relating to lifeguard services, BLS, CPR, AED, and WSI instruction.		0.35	
<u>Ability to Perform the Required Services:</u> City staff will conduct an evaluation of the bidder's approach to meeting the needs specified in the Scope of Services.		0.30	
<u>Fee:</u> Bidder should include their fees for services with their RFP submittal. Fee schedule should include hourly rates for all personnel necessary to fulfill the obligations of the scope of work.		0.25	
<u>Past Experience with the City:</u> City staff will consider previous experience performed for City, if applicable.		0.03	
<u>Client references</u> listing company name; point of contact; company street address, city, and state; and telephone number.		0.05	
Completeness, thoroughness, clarity, and neatness of RFP.		0.02	
SCORE (Score maximum = 30 and Rating maximum = 5)			

SCORE:

0 = Non-Responsive; 1 = Poor; 2 = Fair; 3 = Average (includes as asked for on subject criteria); 4 = Good; 5 = Excellent

SECTION VI

PROPOSAL INSTRUCTIONS AND FORMAT

6.0 **INTRODUCTION**

To be considered responsive to this RFP, Applicant must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The City of Murrieta reserves the right to request additional information that, in City's opinion, is necessary to assure that the Applicant's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to agreement.

6.1 **DELIVERY OF PROPOSALS**

- a. A Notice Inviting Bids (NIB) will be posted on the City's website. Completed proposals must be emailed directly to CArora@MurrietaCA.gov. no later than 5:00 PM on Wednesday, April 3, 2024. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- b. Proposals must be submitted no later than the date and time specified on the cover page and Schedule of Events. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- c. Proposals shall be labeled as follows: **RFP for Lifeguard and Swim Lesson Services**

6.2 **PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Applicant's demonstrated capability to perform work of this type.

6.3 **PROPOSAL FORMAT AND CONTENT**

Proposals shall adhere to the following format for organization and content.

- a. **Letter of Transmittal** – Applicant shall include a transmittal letter signed by a duly authorized representative of the Applicant's company and must include the name, address, telephone number, and e-mail address of the Applicant and those (if necessary) for the person or persons authorized to represent the Applicant and to whom any correspondence should be directed. The letter must state the proposal and fee schedule are valid and binding for one hundred and twenty (120) days.
- b. **Table of Contents** – Include a clear identification of the submitted material by section and by page number.
- c. **Summary** – Introduce and summarize the key provisions of the proposal. Provide a statement describing why the Applicant is qualified to perform this work, and include the names of the individual(s) who would serve as the City's Points of Contact.
- d. **Statement of Understanding** – Include a detailed statement of understanding of Lifeguard and Swimming Lesson services to be provided to the City of

Murrieta and acknowledge your understanding of the expected Lifeguard and Swimming Lesson services and how they are integral to the organization.

e. Background and Experience –

- Official name, address, and type of entity (Sole Proprietor, LLC, corporation, etc.).
- Describe your company's background qualifications, and history, including the number of years in business serving municipal clients or public agency clients as it relates to the scope of work specified in RFP
- Identify the municipalities or public agencies (and time frames) in which your Company has provided Lifeguard and Swimming Lesson services over the past five years or more.
- List the location of the office(s) that would serve the City.
- Describe the talent your Company is able to provide the City. If your Company has a recognized area of expertise, please identify it.
- Identify the Company and/or support staff services. List all names and relevant certifications if applicable.

f. Approach to Lifeguard and Swimming Lesson Services –

- Describe your view of the role of the lifeguard and swim lesson services.
- Describe your method/style of interaction with City staff and patrons during operational and non-operational hours.
- Describe how you coordinate the daily work of your employees.

g. References and Potential Conflicts of Interest -

- Provide contact information for three municipal (preferred) or public agency clients for which Lifeguard and Swimming Lesson services have been provided in the last five years. Please include the contact person's name, title, agency, phone, and email address.
- List all public clients for whom your Company currently provides Lifeguard and Swimming Lesson services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.

h. Compensation and Reimbursement –

- Please describe how the Company intends to charge for Lifeguard and Swimming Lesson services and provide a fee schedule.

- Please state the hourly rates for the designated staff assigned to this project and any other fees for services that might arise. Provide the fee schedule/hourly rates in a table format.
 - Please define any “extra” services and describe if such services will be billed at a different hourly rate or describe other methods of billing for extra services.
 - Specify which items, if any, are billed separately and at what rate. Such items might include telephone charges, postage, duplicating/printing, out-of-pocket expenses, and mileage/travel time.
- i. **Additional Information** – In this section, provide any other information that the Applicant believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed Lifeguard and Swimming Lesson services. You may use this section to address those aspects of your services that distinguish your Company from others.