

Request For Proposal

Kayak - SUP Concession

*City of St. Joseph, Department of Public Works,
1160 Broad Street St. Joseph, MI 49085*

I. Purpose

This Request for Proposal (“RFP”) is to provide interested area parties with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for kayak-stand up paddling concessions at Paddler Park at East Basin, 213 Upton Dr.

Favorable pricing will be one element of the selection process, but the experience of the vendor, qualifications, experience and ability of assigned staff, and completeness of the level of service proposed will be significant factors in the award of this contract. The final decision on the selection of the Bidder will be determined by the City Commission after a recommendation from the City of St Joseph Parks & Recreation Advisory Board. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take whatever action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at www.sjcity.com, or mailed by contacting the City Clerk.

REQUEST FOR PROPOSAL: Kayak - SUP Concession
CLOSING DATE AND TIME: 3:00 pm, November 8, 2022

II. Scope of Work, Term, and Bid Specifications:

1. Description of Premises: The City will issue a Vendor a License Agreement to use a portion of Paddler's Park situated in the City of St. Joseph, County of Berrien, State of Michigan, described as shown in the drawing attached and incorporated as Exhibit 1 (the Premises") for the described vending purposes. The waterfront, launch area, and park property will remain available for use by the public concurrently with Vendor's use.

2. Term: The License will be for one (1) year with a mutual option for two additional one-year periods.

Note: The City reserves the right to suspend or revoke the license at any time without penalty.

3. License Fees. The Bidder selected ("Vendor") will be required to pay a license fee to the City of St Joseph for operating the concession on City property of ten percent (10%) of gross sales per year or a minimum of \$1,500.00, whichever is more. The fee may be renegotiated for each option period. Vendor will submit payment to the City of St Joseph within 60 days of the end of the season each year of the agreement and will provide supporting financial documentation.

4. Bid Specifications: The Bidder is requested to submit a description of its proposal for public kayak, canoe, and paddle rentals. Vending may include limited retail sales associated with such use but may not include the use of motorized watercraft or any other rentals. Information should include the following:

- Description, photo, and/or depiction of rental equipment, including safety equipment;
- Description, photo, and/or depiction of concession stand and related amenities;
- Marketing materials and media forms, including proposed pricing;
- Information and safety instructions provided to operators;
- General rental requirements;
- Operating information, such as hours of operation, staffing levels, other concessions available to the public, etc.;
- Bidder's vending experience, staff experience and training;
- Any other relevant information.

5. Additional Information: Vendor may place a portable building on the Premises, from which it will conduct its on-site business. Park staff must approve the building prior to installation. The location available for the portable building is shown on Exhibit 1. Any change in location must receive prior written approval of the City Commission. Vendor is

required to maintain the portable building in good, clean, and safe condition; in compliance with applicable codes; and secure it when not in use. The portable building must be removed at the end of each season. Electrical utilities are not provided by the City of St Joseph.

Vendor will be responsible for all refuse associated with its use of the Premises, and in addition will pick up all trash, bottles, and other refuse for Paddler's Park as needed

City will place a portable toilet and trash receptacle(s) on the Premises for public use, and provide trash pickup. Vendor must notify City if additional trash receptacles or pickups are needed and if the portable toilet is in need of service.

Vendor shall not use the Premises for any purpose in violation of any federal, state, or local law, rule, or regulation.

Vendor must follow all state and local codes, OSHA safety requirements, industry best practice standards, and EPA regulations on this project.

Vendor is responsible for all costs related to their business activity.

Please Note: It is possible that there may be disruption or difficulty in accessing the site at different times due to construction activity that may occur in the nearby area.

III. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Greg Grothous, Director of Public Works, (269)-985-0309. To schedule an appointment to see the location contact Greg Grothous by email at: ggrothous@sjcity.com or by telephone at (269)-985-0309.

IV. Addenda

If it is necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

V. Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than **3:00 pm, November 8, 2022.**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk
Re: **Kayak-SUP Concession**
700 Broad Street
St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

VI. Incurring Costs

The City is not liable for any costs related to Bidder's preparation of their proposal.

VII. Withdrawal of Proposal

Any Bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

VIII. Opening of Proposals

Proposals will be opened publicly at **3:15 pm, November 8, 2022**, in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

IX. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the November 14, 2022, City Commission meeting.

X. Negotiations

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest. Negotiations may be undertaken with those bidders whose proposals show them to be qualified, responsible and capable of providing a quality kayak-sup concession rental service. The proposal accepted will be that which is most advantageous to the City of St Joseph, as a whole, considering price, experience, amenities, and other relevant factors.

XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

A license agreement will be executed between the City and Vendor.

The Vendor must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. The stated insurance requirements should not be interpreted to limit the liability of the successful bidder. Coverage shall be maintained throughout the term of the agreement.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

- **Hold Harmless and Indemnification.** The Vendor must agree to hold harmless and indemnify the City for claims, actions, suits, liens, judgments, damages, losses, liability, and expenses, including actual and reasonable attorney fees and costs, for property damage or bodily injury up to and including death, that may arise as a result of Vendor's act,

omissions, or use of the premises. Vendor must also include the City in the hold harmless provisions contained in its rental agreements.

XII. Nondiscrimination

Vendor shall not discriminate in its provision of accommodations or services, nor against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the agreement.