



City of Marquette
REQUEST FOR PROPOSALS
RFP # 18-05
KAYAK CONCESSIONAIRE

3-12-18

Deadline and RFP Opening will be at 2:00 PM, March 29, 2018. Location of the opening will be at City Manager's Office Conference Room, 300 West Baraga Ave, Marquette, MI 49855. RFPs must be in sealed envelopes clearly identifying the RFP title. No fax or electronic RFPs will be accepted. Bid specs can be found on the City website at www.marquettemi.gov

Mail Proposals To:

City of Marquette
ATTN: Katie Burnette, Finance Department
300 W. Baraga Ave.
Marquette, MI 49855

The City of Marquette reserves the right to reject any and all bids if judged not to be in the best interest of the City.



L. Michael Angeli
City Manager

For questions or further information, contact: ANDREW MACIVER
ASST. DIRECTOR OF COMMUNITY SERVICES
CITY OF MARQUETTE
401 EAST FAIR AVE
MARQUETTE, MI 49855
906-225-8594
AMACIVER@MARQUETTEMI.GOV

KAYAK CONCESSIONAIRE

I. INVITATION

The City of Marquette, Community Services Department- Parks and Recreation Division ("City"), is pleased to offer an exciting opportunity for any individual or company to submit a proposal regarding the sole concessionaire operation at Presque Isle Park for a guided Kayak Outfitter.

Any individual or company interested in providing kayak outfitting services should prepare a proposal in compliance with the specifications described in this Request for Proposal ("RFP").

II. DESCRIPTION OF THE SITES

A small section of beach on Middle Bay at Presque Isle Park is available for a private entity to conduct guided kayak tours on Lake Superior. This site includes designated parking for a vehicle and trailer and a 1,000 square feet of beach front for a lay down and launch area for kayaks. These sites are not exclusive to the concessionaire and are open to the general public.

III. REQUIRED CONSIDERATIONS

The successful bidder will be notified of the award in writing and will be expected to properly and promptly execute a contract, which will include the following conditions:

- a) To be leased in "as-is" condition without exclusive rights from the general public.
- b) An award of a contract resulting in an agreement between the City and the Vendor shall be "exclusive" for paddle sport tours launched from Presque Isle Park.
- c) Vendor shall be responsible for all costs relating to the operations, vessels, refuse from tours, or emergency services.
- d) Vendor must meet the following requirements for operations as defined:

General Equipment to be Provided

- Sea Kayaks (single or tandem) with front & rear floatation, declines, tow line attachment
- One spare paddle per four boats
- One paddle float and bilge pump per two boats

Equipment to be Carried by Guide

- VHF Radio with weather radio
- Spare clothing for 2-4 people in dry bag
- First Aid Kit
- Repair kit (may include duct tape, mini tool, etc)

- Spare water and food

Safety Equipment to be Provided by Outfitter

- USCG approved PFD
- Sprayskirt
- Whistle
- Paddle
- Dry bags
- Water proof container for emergency medications

Required Certifications

- Emergency Integrated Lifesaving Lanyard Device (EMILY) training by Marquette Fire Department
- CPR and First Aid
- Certification/Assessment as a kayak instructor and/or kayak trip leader at a level appropriate to paddling on Lake Superior such as ACA Coastal Kayaking or equivalent training.
 - Issued by a national organization such as the American Canoe Association, Paddle Canada, and/ or British Canoe Union.

Operations

- Guide/leader will operate in conditions at or below level of training/certification/assessment.
- All activities are lead and accompanied by at least one guide per five kayaks with a maximum of ten kayaks per tour. Tours must have sufficient time in between groups to ease congestion of parking and patrons at Presque Isle Park.
- All equipment is to be routinely inspected, properly fitted, and in good working order.

- e) Vendor shall indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and cost of defense) for or on account of injury to or death of persons, damage to or destruction of property belonging to the City occurring by reason of the negligent acts, errors or omissions of the Vendor, its employees, or agents in connection with the performance of this contract.
- f) Without limiting any of its obligations and liabilities, Vendor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less

than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Vendor shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Vendor.

2. Coverage Term. All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. Primary Coverage. The Vendor's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Vendor's insurance and shall not contribute to it.

4. Claim Reporting. Vendor shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. Waiver. The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Vendor.

6. Deductible/Retention. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Vendor shall be solely responsible for deductible or self-insured retentions and the City may require the Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. Certificates of Insurance. Prior to commencing services under this Contract, Vendor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or

Termination. B. Workers'

Compensation

The Vendor shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Vendor will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Vendor.

C. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

- g) Operating season for services is approximately May 1 to October 1, but may be adjusted as determined by the vendor.
- h) Vendor shall be responsible for obtaining all appropriate approvals, licenses and permits from the proper governmental agencies and for

- paying all fees, or other charges imposed by such municipalities or governmental agencies.
- i) Vendor shall propose compensation to be paid to the City monthly as consideration for the use of the premises rights and must cover all *UTILITY* costs to the City.
 - j) Vendor shall be responsible for the premises area with repairs and maintenance of the site while this Agreement is in effect.
 - k) Vendor shall abide by all current ordinances, including site advertisement and obtaining necessary permits.

IV. OBJECTIVE OF THE REQUEST FOR PROPOSAL

The objective of the RFP is to:

- Obtain concise and straight forward proposals towards the operations of a kayak concessionaire at Presque Isle Park

When submitting proposals, interested parties should keep in mind that the City's goal is to lease a site at Presque Isle Park to qualified individuals or companies for operations of guided kayak tours at **NO COST to the City.**

V. RECEIPT OF INFORMATION

Interested parties are invited to respond to this RFP by submitting a response to the City. In addition to the information requested below, please see section III, "Required Considerations" in formulating your response.

Responses should include ideas, information and recommendations that could result in a clarification of the requirements and the identification of potential problem areas with this initiative. Respondents are requested to provide a concise and focused response to this RFP. Responses are requested in the following format:

- (a) Individual and or Company profile.
- (b) Name of a key contact person, including telephone number, fax number and email address.
- (c) Brief description of individual and or firm's interest, past experience and views on how the kayak concessionaire will best operate at Presque Isle Park.
- (d) Ability to meet the standards and requirements as
- (e) A minimum of three (3) references in the last three (3) years, including name of contact, company/agency name and telephone numbers.
- (f) State the amount of investment you will require to begin operations and potential sources of funding.
- (g) A list and explanation of additional equipment (if any) the proposer would be providing at these sites.

- (h) An explanation of routine cleaning and preventive maintenance schedules intended to assure an attractive appearance for all equipment to meet County Health Department Codes
- (i) Other information specific to the nature of this RFP and deemed important by the interested party.
- (j) The City is interested in entering into a three (3) year lease agreement with the opportunity to extend based on mutual interest.
- (k) Lease compensation should be based on current market square foot value of each facility or value proposed by vendor.

Responses will be accepted until 2:00 p.m. EST, on March 29, 2018.

Proposals are to be in sealed envelopes, clearly identifying the proposal title, "Kayak Concessionaire at Presque Isle Park" and are to be addressed to:

City of Marquette
Katie Burnette, Finance Dept.
RFP- 18-05
Kayak Concessionaire at Presque Isle Park
300 W. Baraga
Marquette, MI 49855

Proposals will be publicly opened at the following place and time:

Date: March 29, 2018

Time: 2:00p.m. EST

Place: City Manager's Conference Room, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855

Transmissions by fax or email will not be accepted. The City of Marquette reserves the right to reject any and all proposals.

VI. QUESTIONS CONCERNING THE RFP

Please direct all comments and questions to Jon Swenson, Assistant Director of Community Services. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Andrew MacIver
Assistant Director of Community Services
401-E. Fair St. Marquette, MI 49855
Phone: (906) 225-8594
Fax: (906) 228-0493
Email: amaciver@marquettemi.gov