

PADDLE SPORTS CONCESSIONAIRE IN THE CITY OF MARQUETTE

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 in the City of Marquette for a guided Paddle Sports Outfitter.

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

II. DESCRIPTION OF THE SITES

Sites proposed may include public water access areas in the City of Marquette. Proposals for launch site options will be reviewed by the City and staff will determine the safety, feasibility, possible impact on the public or operations, as well as other factors that may arise from proposals. The launch site proposals must include a location for non-exclusive use, a parking plan, and a logistic plan for a lay down area. Multiple launch site option proposals are encouraged if the City determines that launch plans are not satisfactory.

Potential Launch Sites:

- Presque Isle Park- Middle Beach Shiras Pool Drain Basin by Superior Watershed Partnership
- Clark Lambros Beach Park – Kayak Launch on Dead River
- McCarty's Cove or Lighthouse Park Beaches
- Founders Landing Pier Kayak Launch
- South Beach
- Any additional launch area in the City open to consideration

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) Permit granted to use public waterfront access in the City of Marquette 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 or other public land as approved by the City.

- 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
- Paddle boards and paddles

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 or paddle boards with a maximum of ten kayaks or paddle boards per tour. Tours must have sufficient

time in between groups to ease congestion of parking and patrons.

- All equipment is to be routinely inspected, properly fitted, and in good working order.
- Any guided paddle sport tours must avoid major shipping lanes or marina/harbor entrances.

- 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 paddle sport concessionaire in the City of Marquette

When submitting proposals, interested parties should keep in mind that the City's goal is to grant a permit to use public waterfront access sites in the City of Marquette to qualified individuals or companies for operations of guided paddle sport 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 paddle sport concessionaire will best operate in the City of Marquette
- (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 if applicable.
- (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 agreement with the City would be for one season. A three-year agreement may be considered if the organization has previously been in an agreement with the City and is in good standing.
- (k) Provide a detailed outline of expected daily hours at a launch site and how the operation will minimize its impact on access by the general impact.
- (l) Permit compensation should be based on revenue estimates and given as a percentage of gross revenue yielded in one operational season or a lump sum the contractor feels is appropriate for permit.

VI. SCORING OF PROPOSALS

The City will review all proposals and score them based on the following criteria:

- a) Ability to meet all safety and insurance requirements as defined in the RFP.
- b) Quality of proposal
 - i. All "Required Considerations" answered
 - ii. Quality of sites proposed
 - iii. Quality of proposal overall

- c) Location of base operations, preference given to residents of the City of Marquette.
- d) Benefit to the City
 - i. Lowest impact on the public and waterfront access
 - ii. Compensation to the City

Responses will be accepted until 11:00 a.m. EST, on March 30 2023.
Proposals are to be in sealed envelopes or emailed, clearly identifying the proposal title, "Paddle Sports Concessionaire" and are to be addressed to:

City of Marquette
Katie Burnette, Finance Dept.
kburnette@marquettemi.gov
RFP- 23-01
Paddle Sports Concessionaire in the City of Marquette
300 W. Baraga
Marquette, MI 49855

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

Date: March 30 2023

Time: 11:00 a.m. EST

Place: Financial Services Conference Room 216, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855

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 Andrew MacIver, 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