



**REQUEST FOR PROPOSALS & QUALIFICATIONS
SEASONAL BEACH CONCESSION SERVICES**

October 18, 2021

I. General Information

The City of New Buffalo ("the city") is soliciting proposals in order to identify individuals and/or businesses qualified to provide seasonal concessions. This Request for Proposals and Qualifications is designed for those interested in creating a contractual relationship to lease the city owned concession. The selected vendor will be required to operate according to the terms and conditions as outlined in this document and the executed agreement.

The City's intent in awarding a concession contract is to provide courteous, efficient service to the public, which is believed to be in the best interest of the city.

A concession agreement will be awarded to the vendor submitting a proposal which will provide the best service to the public, and the city concludes is in its best interest. The term of the agreement shall be for two (2) concession seasons (2022 and 2023). The city will accept proposals beginning October 19, 2021, at 9:00 AM EST. If the awarded vendor is unable to fulfill the contract, applications on file will be reviewed with the same consideration, process and requirements.

The contracted vendor(s) opening and closing dates should align with park hours.

Location: All concessions are to be located in the existing concession structure located on the premises of the City.

Products for Resale/Merchandise: The vendor shall include products/services for resale that are geared to the clientele at City beach. City shall approve all proposed products/services in writing.

Billing: Vendors must submit payments to the city no later than May 1st of each concession season. Checks shall be made payable to the City of New Buffalo. Payments may be mailed or hand-delivered to the city at 224 W. Buffalo Street, New Buffalo, Michigan 49117.

Limitations: Seasonal vendor contracts do not guarantee participation in community or city sponsored events, tournaments or activities held within the vendor's designated area. Event organizers will be provided a list of contract vendors and products for consideration in their event. If selected to participate in the sponsored event, vendor is responsible for all fees and stipulations of the named event.

SCOPE OF WORK AND VENDOR SELECTION:

The scope of work shall include, but is not limited to, the furnishing of the equipment, services, products offered and costs to the patrons as stated in these specifications.

The vendor(s) selection shall be based on the following:

1. Costs to patrons over the season
2. Equipment furnished by the vendor (if applicable)
3. Breadth of products and services offered
4. Availability of service on demand
5. Financial soundness
6. Professional background

The agreement will contain a "non-appropriation" clause, which allows the city to cancel the agreement should the city fail to receive adequate appropriations to continue the agreement.

The City reserves the right to accept or reject proposals and to make modifications after review of proposals submitted.

The vendor selected, based on the written proposal and review, will be requested to enter into negotiations with the city.

If compensation or other terms cannot be agreed upon with the best qualified proposer, the City may terminate negotiations with that proposer, and enter into negotiations with the next most qualified proposer.

Licensing: Successful proposer shall be responsible for obtaining any appropriate permits and public health licensing. If these requirements are not met, the City will award the contract to the next most qualified proposer. This permit is not required at the time of this application but will be required if proposer is awarded the contract. Proposer will need to indicate if this permit will need to be obtained.

Prime Vendor: The vendor awarded the contract shall be the operator of the city's concession facility. No subcontractor, consignment or other transfer of concession responsibilities to another party is allowed.

The City reserves the right to reject any and all proposals, as well as accept the proposal deemed most advantageous and in the best interest of the City. Only complete applications will be reviewed.

We appreciate your interest and realize that the development of proposals is a costly and time-consuming effort. Please be assured your proposal will be given every consideration by the city.

PUBLIC INFORMATION

Proposals may be considered a public record after the award of the contract and, except as noted below, will be available for inspection through the Michigan Freedom of Information Act ("FOIA"). The city will take reasonable efforts to protect any confidential information, to the extent allowed by the FOIA. Confidential information may be submitted in a separate envelope, sealed and marked "Confidential". It is understood that the City will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any proposal is subject to potential disclosure.

INDEMNIFICATION AND INSURANCE:

Contractor shall indemnify, save and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, including consequential damages, or injury to persons or property and losses and expenses caused or incurred by contractor, its agents, employees, guests, and business invitees, or by failure of the equipment provided by Contractor, and not caused by or arising out of the tortuous conduct of the City or its employees.

The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City. If the City becomes liable for an amount in excess of the insurance limits, herein provided, contractor covenants and agrees to indemnify and save and hold harmless the City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Contractor shall provide the City with a Certificate of Insurance or other proof of insurance naming the City of New Buffalo as an additional insured and evidencing contractor's compliance with the requirements of this paragraph and file such proof of insurance with the City.

Additionally, contractor shall maintain, and specifically agrees that it will maintain, throughout the term of the agreement, product/service liability insurance. This is not required at the time of application but will be required if proposer is awarded the contract. Application needs to indicate if insurance is current or needs to be obtained.

Additionally, the contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including self).

Proof of insurance must be provided to the City. This is not required at the time of application, but will be required if proposer is awarded the contract. Application needs to indicate if workers compensation is current or needs to be obtained.

THE CITY OF NEW BUFFALO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS RECEIVED, TO AWARD ON AN 'EACH ITEM' BASIS (HOWEVER, A PROPOSER MAY INDICATE "ALL OR NONE"), AND TO ACCEPT THE PROPOSAL DEEMED MOST ADVANTAGEOUS TO THE BEST INTEREST OF THE CITY.

All proposals must be complete, submitted on the form provided and must be signed. Any proposal may be withdrawn during the scheduled time for the opening of the proposals or authorized postponement thereof.

Please submit five (6) copies of your proposal, by mail or hand delivery, on or before November 8, 2021, at 3:00 PM EST to the following:

Amy Fidler, City Clerk
224 W. Buffalo Street
New Buffalo, Michigan 49117

Any questions should be addressed to: Darwin Watson via e-mail at dwatson@cityofnewbuffalo.org or by phone at 269-469-1500.

Please submit these pages with Proposal

Vendors should respond to the following questions and documentation requests, (attachments are acceptable).

Note: Incomplete applications will not be reviewed.

1. What product(s)/services(s) do you intend to sell?

2. What price(s) will you charge for product(s)/service(s)?

3. List type and dimensions of equipment to be used.

4. Provide professional background information.

5. Provide a financial statement or bank statement from firm's banking institution and complete a consent authorizing credit check of primary proposer (required).

6. Attach a copy of your City Vendor Permit
(Indicate if you have a current permit and public health license, if applicable or plan to obtain, if awarded a contract.)

7. Additional vendor comments:

Company Name (print or type)

Address:

City State Zip

Contact Number Fax Number E-Mail Address

Authorized Signer's Name (print or type) Federal Taxpayer ID/SS Number

Authorized Proposers Signature Date