



First Street Beach Concessions

REQUEST FOR PROPOSALS

**City of Manistee
70 Maple St
Manistee, MI 49660**

May 10, 2023

I. PROCEDURES

A. ISSUING ENTITY

The City of Manistee (“CITY”) is the entity issuing the RFP.

B. DEADLINE FOR RECEIPT OF PROPOSALS

The deadline for receipt is Wednesday, May 31, 2023, 2:00 PM EST.

C. SUBMISSION AND RECEIPT OF PROPOSALS

For a submission to receive consideration, it must be received prior to the deadline. No late submissions will be accepted. An authorized individual shall sign the RFP submission.

Proposals must be clearly labeled “**First Street Beach Concessions**”. Both electronic and paper copies shall be submitted. One complete copy of the proposal, including any Exhibits, must be submitted in PDF format and submitted to ebradford@manisteemi.gov. Three (3) sealed paper copies shall be submitted and mailed or delivered to the:

City of Manistee
Attn: Heather Pefley, City Clerk
70 Maple Street, Manistee, MI 49660.

Proposals are considered received when in the possession of the City of Manistee, City Clerk’s office.

D. TIMELINE:

The tentative timeline for the RFQ/P is as follows:

May 10	RFP Issued
May 31	RFP Proposals Due 2:00 PM
June 1-2	Committee reviews proposals & makes recommendation.
June 5-13	Finalize Contract\Agreement
June 20	Approval of Agreement by City Council

E. OFFICIAL DOCUMENTS

The CITY officially distributes proposal documents via the City of Manistee’s website: www.manisteemi.gov

Copies of all official documents will also be available at the City of Manistee City Hall, 70 Maple Street, Manistee, MI 49660 at the City Clerk’s office.

The CITY cannot guarantee the accuracy of, and is not responsible for, any errors contained in any information received from alternate sources.

F. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a proposer regarding the RFP or any part thereof is valid only if given by the CITY. Any information given by other sources is unofficial. Interpretations may or may not be given orally and may be written depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the CITY. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before proposals are opened. Inquires received that are not made in a timely fashion may or may not be considered. Any inquiries related to this RFP should be sent to:

City of Manistee
Attn: Edward Bradford
70 Maple Street, Manistee, MI 49660;

or by email to ebradford@manisteemi.gov; or phone at 231 398-9839.

G. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFP will be posted on the City website and will also be on file in the City Clerk’s Office. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

H. ALTERNATES

Proposers are cautioned that any alternate proposal, unless requested by the CITY, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this RFP, may be considered non-responsive, and at the opinion of the CITY, may result in rejection of the proposal.

I. ECONOMY OF PREPARATION

Each proposal should be prepared simply, and economically providing a straightforward concise description of the proposer’s ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of the contents.

J. AWARD

Proposals will be reviewed by a committee where responses will be evaluated and a recommendation made to City Council.

The CITY reserves the right to accept or reject any or all proposals, in part or whole and to waive informalities and minor irregularities in bids received.

K. WITHDRAWAL

Proposals may only be withdrawn by written notice prior to the date and time set for the submission of proposals. No proposal may be withdrawn after the deadline for submission.

L. DEFAULT

No bid or proposal shall be accepted from any proposer who is in default on the payment of taxes, licenses, utilities or other monies due the City of Manistee.

M. NON-COLLUSION CLAUSE

By signing and submitting this proposal, proposer states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person in response to this proposal.

N. NON-DISCRIMINATION CLAUSE

By signing and submitting this proposal for consideration of an award by the CITY, the proposer covenants not to discriminate 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, height, weight, marital status or 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 contract.

II. PROJECT DETAILS

A. DESCRIPTION

The CITY is seeking proposals to operate the First Street Beach concession stand.

B. SCOPE OF WORK

The following items are included in the scope of work and will be included in a written contract with the winning bidder.

1. Tenant agrees that the minimum dates of operation for the initial term will be Memorial Day Weekend through Labor Day Weekend. For the first year of operation, the tenant has three weeks from the date the contract is approved to begin operation.
2. Tenant agrees that no alcoholic beverages may be sold or provided as part of this concession agreement.
3. Tenant agrees that the First Street Beach House and surrounding City-owned land is open to the public and the Tenant has no right to exclude or prohibit the public from using the facilities.

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4. Tenant shall maintain commercial liability insurance with minimum general liability protection of \$1,000,000/\$2,000,000, with the City named as an additional insured, and provide copies to the City Clerk prior to opening for business.
5. Tenant agrees to report any issues with the Beach House, including the area for which Tenant does not have exclusive use, to the City Parks Department.
6. Tenant agrees to permit the City or its agents to enter the leased premises at all times to examine the premises.
7. Tenant agrees to obtain and follow health department permits and all other licenses and permits required by any governmental agency, providing copies of the same to the City.
8. Tenant agrees to keep minimum hours of operation from 11:00 a.m. to 6:00 p.m., seven days per week. Minimum hours of operation are not subject to weather conditions.
9. Tenant agrees to maintain the restrooms at the Beach House in a clean condition at all times during its period of operation.
10. Tenant agrees to maintain concrete patio areas and barrier free walkway free of sand and debris.
11. Tenant agrees to generally maintain and keep clean the premises.
12. Tenant agrees to secure the premises at the end of each day.
13. Tenant agrees to collect litter in the Beach House and immediate area and ensure that garbage cans are emptied into the provided dumpster at least once a day.
14. Tenant shall maintain all City owned equipment located in the Concession area.

C. SELECTION CRITERIA:

The requested information is intended to provide information that will assist the CITY in the selection of the most qualified, competent, experienced, and economical proposer who will best serve the needs of the CITY. The CITY reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities.

A selection committee will evaluate the proposals based upon the submittal requirements. After a review of the written proposals, proposers may also be asked to make an in-person presentation or field follow-up questions. The CITY will choose the proposal(s) that best fits its needs. The CITY is not obligated to award the contract based on **Rent Paid to the City** alone.

After receipt of all bid proposals and public bid openings, one preferred proposal for each Beach Concession stand will be recommended to City Council. The recommended vendor will be required to enter into a written agreement with the CITY that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. The contract with the Vendor will be finalized and signed by the Vendor before consideration by City Council.

III. SUBMITTAL REQUIREMENTS:

The response to this RFP must address all the points outlined below:

A. Company Information

- a. Full name and address of the company.
- b. Primary contact information including phone and email.
- c. Type of company (sole-prop, LLC, corporation, etc.).
- d. Year established.
- e. Ownership of company and officers.
- f. Federal Tax ID #
- g. Michigan Tax ID#

B. Other Information

- a. Which concession stand the proposal is for.
- b. Provide description\narrative of the proposed concession stand operation.
- c. Provide a copy of the typical\nproposed menu, including estimated prices.
- d. Provide examples of other similar businesses\nventures the company has operated.
- e. Describe how you propose to staff the concession stand, including number(s) of employees.
- f. Provide any additional information you feel would be relevant or beneficial.

C. References:

- a. Provide three professional references.

D. Rent Paid to the City:

- a. Please provide the total **annual** amount of rent the proposer is willing to pay to operate the Concession stand. Payment of annual amount will be due in four installments: June 1st, July 1, August 1, and September 1.

E. Conflict of Interest:

- a. Disclose any conflicts or perceived conflicts of interest.

F. Certification

I hereby state that I have read, understand, and become thoroughly familiar with and understand the terms, submittal requirements and scope of work contained in the RFP.

I hereby state that all of the information I have provided is true, accurate and complete.

I hereby state that I have authority to submit this proposal which will become the basis for a binding contract if accepted by the CITY.

I hereby state that this proposal will remain valid for not less than three (3) months from this certification date.

Signed: _____

Type or Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Phone: _____

E-mail _____