



**BENTON HARBOR**

*Port of Opportunities*

**REQUEST FOR PROPOSALS/QUALIFICATIONS  
2020**

**SEASONAL CONCESSION  
SERVICES FOR JEAN KLOCK  
PARK**

**Issued: July 20, 2020  
Date Due: July 27, 2020  
Time Due: 4:00 PM**

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## I. General Information

The City of Benton Harbor ("City") is soliciting proposals in order to identify individuals and/or businesses qualified to provide seasonal concessions at Jean Klock Park. This Request for Qualifications ("RFQ") is designed for those interested in creating a contractual relationship to lease the City-owned concession. The selected concessionaires will be required to operate according to the terms and conditions as outlined in this RFQ and the agreement signed by the selected concessionaire.

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

Concession and vending contracts will be awarded to the responsible vendor submitting proposals which provide the best service to the public, and which the City concludes is in its best interest. The term of the contract shall be for two seasons beginning in August 1, 2020 through October 31, 2020 also May 15, 2021 through October 31, 2021. Applications will be accepted throughout the year, with first consideration being August, 2020 at 4:00 PM EDT. If vacancies occur in existing locations, 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 and weather permitting.

**Location:** All concessions are preferred to be located in the existing concession structure located on the premises of Jean Klock Park or on the premises (i.e. mobile vending).

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

**Billing:** Vendor must submit payments on a monthly basis. Checks shall be made payable to the City of Benton Harbor. Payments are due on the first day of each month. Payments may be mailed or hand-delivered to the Finance Department located in City Hall, 200 East Wall Street, Benton Harbor, Michigan 49022.

**Limitations:** Seasonal vendor contracts do not guarantee participation in community or department 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 a community or department sponsored event, vendor is responsible for all fees and stipulations of the named event.

### **SCOPE OF WORK AND VENDOR SELECTION:**

The scope of work for this RFQ 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
3. Breadth of products and services offered
4. Availability of service on demand
5. Financial soundness
6. Professional background
7. Availability and consistence of service dates and times.

The contract will contain a "Non-Appropriation" clause, allowing the City to cancel the agreement should the City fail to receive adequate appropriations to continue the agreement.

The City of Benton Harbor reserves the right to accept or reject proposals and to modify project requirements after review of proposals submitted.

The firm(s) selected, based on the written proposal and interview process as the best qualified vendor for the services herein described, will then be requested to enter into contract negotiations with the City of Benton Harbor.

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.

If vacancies occur in existing locations, applications on file will be reviewed with same consideration, process and requirements. Additionally, applications will be accepted on an as-needed basis.

**Concession Permit:** Successful proposer(s) shall meet all concession permit requirements and obtain appropriate City permits and public health licensing, if applicable. If, however, this requirement is 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 Jean Klock Park 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 in our projects, 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 information marked "Confidential", to the extent allowed by the FOIA. Confidential information may be submitted in a separate envelope, sealed and marked "Confidential". It is understood, however, 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 and 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 servants, 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; and 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 Benton Harbor 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 BENTON HARBOR 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 fully complete and submitted on the forms provided. All proposals 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 (5) copies of your proposal, by mail or hand delivery, on or before July 27, 2020, at 4:00 PM EDT to the following:

Kimberly Thompson, City Clerk  
200 East Wall Street  
Benton Harbor, Michigan 49022

Any questions regarding this bid or specification should be addressed to: Ellis Mitchell via e-mail at [emitchell@bhcity.us](mailto:emitchell@bhcity.us) or by phone at 269-927-8457.

**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 (print or type)                      Federal Taxpayer ID/SS Number

\_\_\_\_\_  
Authorized Proposers Signature                      Date

Please submit these pages with Proposal

**CONCESSION LOCATION:**

**JEAN KLOCK PARK**

DATE(S) OPEN FOR BUSINESS: *Approximately third week in May through Labor Day (Monday-Sunday 9:00 AM-8:00PM)*

NOTE: Starting date, days and time of vendor being open for business may be negotiated and set by both the City and vendor's availability and feasibility, and in consideration of inclement weather.

**PROPOSAL:**

Please place check in box, if available entire summer season; May – September 2020 & 2021

If not available entire 2020 summer season, please indicate availability:

Please specify proposed fee amount concessionaire/vendor will pay the City per week \$ \_\_\_\_\_

Total Weeks \_\_\_\_\_

City of Benton Harbor  
200 Wall Street  
Benton Harbor, Michigan 49022

**APPROVAL TO ACQUIRE CREDIT**

I hereby authorize and instruct the City of Benton Harbor ("City") to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by the City. I understand and agree that the City intends to use the credit report for the purpose of evaluating my capacity to provide contractual services.

My signature below also authorizes the release to credit reporting agencies of financial or other information that I have supplied to the City in connection with such evaluation. Authorization is further granted to the credit reporting agency to use a copy of this form to obtain any information the credit reporting agency deems necessary to complete my credit report.

(PLEASE TYPE OF PRINT)

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Driver's License Number \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_

Zip: \_\_\_\_\_ State: \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_