



Request for Quote # RFQ 03-17

Salisbury City Park Paddle Boat Concession

Quote Posted: 04/07/17

Deadline for Quotes 04/21/17

PLEASE FAX OR EMAIL RESPONSES TO Fax: 410-548-3192 or Email:
mloewe@salisbury.md NO LATER THAN 4/21/2017 @ 2:30 P.M.

Department of Internal Services - Procurement Division
125 N. Division St., Room 104 Salisbury, MD 21801
PH: 410-548-3190 FX: 410-548-3192
www.salisbury.md

PROJECT SCOPE

The City of Salisbury is interested in receiving proposals for providing a paddle boat concession at a predetermined location at the Salisbury City Park.

HOURS OF OPERATION

Hours of operation shall be from sunrise to sunset. Days of operation shall be at the discretion of the operator.

REQUIREMENTS

- A. Vendor shall maintain a security fence and floating pier at the existing bulkhead in the vicinity of the Bandstand. Any property shall be removed at the season's close of operations each year and all areas shall be cleaned and repaired as necessary.
- B. Vendor shall conduct the operation in such manner as to preclude any public nuisance. All boats shall be maintained in a satisfactory condition such that they are safe, seaworthy, and pose no danger to the public.
- C. Vendor shall provide life jackets to all passengers and all passengers SHALL BE required to wear them.
- D. Vendor's operation shall not interfere with normal use of the City Park by the public or routine maintenance of the Park of emergency vehicles by City personnel.
- E. Except as necessary to deliver or remove equipment or materials, NO vehicles shall be permitted in the Park area except on Park roads.
- F. Any signs erected on city property shall be approved by the City of Salisbury in advance of installation. The Vendor must post adequate signage indicating at a minimum the hours of operation and who is operating the paddle boat concession.
- G. Vendor shall be responsible for maintaining the cleanliness of the Bandstand bathrooms on a daily basis at his own expense during operation. The Vendor is also responsible for locking and unlocking the bathrooms when he/she is onsite and is in operation. The paper products supplies for the bathroom shall be furnished by the Vendor. If in the opinion of the City, the bathroom is not kept clean, the City reserves the right to have the bathroom cleaned and charge actual costs to the Vendor. In the event the Vendor shall not pay said charge within ten (10) days from receipt of bill, then the city shall have the right to cancel the agreement. The Successful Vendor in addition to their proposed yearly fee shall be required to submit a one hundred and fifty (150) dollar cleaning deposit. If bathroom cleaning is not required utilizing City forces during the duration of the agreement shall be refunded at the end of the agreement period.
- H. Hours of operation shall at a minimum include Friday, Saturday and Sunday. Operational hours on Fridays shall be no less than seven (7) hours, no less than seven (7) hours on Saturday and no less than five (5) hours on Sundays. The duration of the concession shall be at a minimum from May 27th, 2017 thru September 4th 2017. Exemptions will be made for inclement weather and extreme

temperatures. Additional hours of operation are permitted as long as these minimums are met.

- I. Vendor shall be prepared to provide commercial general liability insurance to the City in order to save the City harmless from any property damage or liability claims resulting from paddle boat operations and Vendor shall indemnify and hold harmless the City from any liability arising from said paddle boat operations. The City of Salisbury shall be added to the policy as an additional insured. Proof of insurance shall be required. Insurance shall be provided at a minimum as follows:

Commercial General Liability

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000
Products Completed	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Coverage for damage to Premises rented to Owner limit	\$ 50,000
Medical Expense (each person)	\$ 5,000

Workers Compensation

Statutory

ON ALL LIABILITY INSURANCE POLICIES, CITY OF SALISBURY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY SHALL INDICATE SUCH COVERAGE.

The bidders shall provide the City with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Bidder must provide certificates of insurance before commencing work in conjunction with the contract.

THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE FIRM OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE FIRM IN THE CONTRACT AWARDED, OR FOR WHICH THE FIRM MAY BE LIABLE BY LAW OR OTHERWISE.

Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Firm to be in DEFAULT, and shall operate as an immediate termination thereof. The City reserves the right to require higher limits on any contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Firm/Vendor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the contract including, but not limited to, claims under the Worker’s Compensation Act.

- I. Vendor shall NOT sublet any portion of the site.
- J. Vendor's employees shall be required to conduct themselves at all times in a manner that will not reflect negatively on nor bring discredit to the City of Salisbury.
- K. Vendor agrees to comply with all municipal, county, and state codes requirements and regulations and to obtain all necessary licenses and permits at Vendor's expense.

AGREEMENT PERIOD AND RENEWAL

The agreement for concession is for a period of three (3) years, renewed annually, beginning May 1, 2017 through April 30, 2020. The City reserves the right to offer two (2) addition renewals for a one (1) year period at the end of the original agreement period.

REQUIRED FORMS

Please complete all forms attached to this Request for Quotes including the Form of Quote, References, Exceptions and Addenda, and Contractor's Affidavit of Qualification to Bid.

FORM OF QUOTE

RFQ 03-17 City Park Paddle Boat Concession

Date _____

To Whom It May Concern:

We hereby submit our offer of services for the "Paddle Boat Concession" as indicated in the Quote Documents.

Having carefully examined the Quote Documents, having visited the site, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

COMPENSATION

Vendor agrees to pay the City of Salisbury a FEE of _____ per year for three (3) years, payable in advance on the first of August each year. In addition to the above fee a one hundred and fifty (150) dollar cleaning deposit will be added.

Total Fee per year: _____
(Written)

Name of Firm: _____

Address: _____

City, state Zip: _____

Sign for Identification

Printed Name

REFERENCES

List three (3) references for projects successfully completed in the last three (3) years. References should also include the local government point of contact in each community/project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	

Print Name

Signature

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Quote Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number/</u>	<u>Date/</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Print Name

Signature

CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (Title)

and the duly authorized representative of the Contractor of
_____ whose address is
(Name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Contractor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Contractor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Contractor, and the sentence or disposition, if any.)

_____ I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name