



City of Manhattan Beach
General Services

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March 19, 2015

Subject: Request for Quotation #1038-15 – Beach Equipment Rentals & Information Center

The City of Manhattan Beach (“City”) is soliciting quotations from qualified firms to provide beach equipment rentals of one or more of the following: surfboard, stand up paddle board, bicycle, etc., as well as information center for beach goers at the south end of the Manhattan Beach Pier.

Background

The City of Manhattan Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the “South Bay” area. The City is 3.88 square miles in size, with 2.1 miles of beachfront. For additional information about the City, click on: <http://www.cityymb.info/>

The following features characterize the area surrounding the designated location for the beach concession:

- 16 sand volleyball courts
- Restrooms
- State pier
- West break surf spot
- Public Parking for 118 vehicles
- Destination for bicyclists from Redondo Beach to Santa Monica along the bike path

Scope of Services

The City of Manhattan Beach is seeking to contract with one business that has experience offering beach and water activity rental equipment. The available space is a sandlot (see Attachment A) with no power or water. While a final Agreement of Services will be crafted upon selection of a business, the City anticipates that the Scope of Work submitted through this process will, at a minimum, address all of the following components. The City is also open to suggestions for additional items and articles to be considered for the concession services. The City shall have the sole discretion as to whether or not to permit such items. The estimated timeframe to begin services is May 22, 2014 and end after Labor Day.

1. Provide a portable facility to operate the concession. The business shall provide a detailed facility design with sensitivity to the aesthetics of the area.
2. Business shall ensure equipment is maintained in a good condition and replaced as necessary in order to provide safe and presentable equipment to beachgoers.

General Services Address: 3621 Bell Avenue, Manhattan Beach, CA 90266
Visit the City of Manhattan Beach web site at <http://www.cityymb.info>

3. Business must ensure the sandy lot is free of trash and debris. In addition, vendor is responsible for ensuring the lifeguard safety zone is open at all times.

Business Terms

The City of Manhattan Beach Parks & Recreation Department Staff will negotiate an operational agreement with the selected party or parties based on the following terms:

1. Term: The selected concession will be granted an initial one (1) year term with the possibility of four (4) additional one-year extensions for a total contract term of five (5) years).
2. Consideration: percentage of gross sales (last year, the City realized \$2,500 per month)
3. Required Insurance: See attached sample contract.
4. Hours of Operation: The beach is open from dawn until 10:00pm year-round, however, the concession is required to be open beginning Memorial Day weekend through Labor Day. The City recommends the hours of operation to be Tuesday through Sunday, 9am to 7pm. Concessions must be closed during major events, including the International Surf Festival and the Manhattan Beach Open.

Technical and Fee Proposal Information

The contents of the proposal shall be submitted in the order as specified below. The proposal shall include, at a minimum, the following information listed below in the same order as requested:

1. Business Concept and Plan
 - a) Please define service(s) business you would like to operate. You may propose any combination of services, as well as others not included in this solicitation, subject to approval by the City.
 - b) Submit a description and rendering of the facility, include design elements and signage. In addition, provide a cost estimate and timeline for facility installation.
 - c) List of proposed days and hours of operation
 - d) Outline a marketing and advertising plan.
 - e) Certify that all insurance requirements can and will be met.
 - f) Indicate proposed lease/rent percentage.
 - g) Contract Exceptions – Provide any proposed exceptions, additions, and/or deletions to the City's request for proposal and/or Professional Services Agreement. Proposed exceptions will be considered on a case by case basis, but there is no guarantee that proposed exceptions will be accepted by the City.
2. Business Information
 - a) Contact information, including name, address, email address and phone #
 - b) Type of business entity, sole proprietor, partnership, corporation, etc.
 - c) Corporate officers, if applicable
 - d) Experience and qualifications of business including length of time in business and locations at which the proposer has operated a similar service.

- e) References – Please provide a list of references where similar work of similar size and nature is currently in process or recently completed. Include name of firm, telephone, and name of contact person. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.
- f) Describe how employees are screened.

Award

The City will review the quotes received to determine if further negotiations for an Agreement are warranted. If a decision is made to proceed, the City may enter into negotiations with the firm providing the highest return for the subject services. Should City staff and the selected firm be unable to reach an agreement, negotiations with that firm will be terminated. Negotiations will then commence with the next highest firm from the list, and so forth, to determine if an agreement can be reached and a firm is selected. The City reserves the right to make no award.

Contract Termination

The City of Manhattan Beach may terminate without cause at any time upon thirty (30) calendar days advance written notice, delivered as certified mail by the United States Postal Service. In no event shall the City be liable for any loss of profits on the resulting term of the contract. The Contractor may cancel the contract upon 30 days written notice.

Licenses

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, State and local requirements and shall be responsible for all fees resulting there from.

Payment

Payment will be made to the City on a monthly basis.

Insurance Requirement

The Contractor shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agent, representatives, employees, or subcontractors.

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Contractor, City Manager, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer.

Bidder Must Make Thorough Investigation

It is the bidder's responsibility to examine the location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and

requirements of the project, misapprehension of the site conditions, or misunderstanding of the specifications or contract provisions

If your company is able to provide the above-described concession, you may email your response to geng@citymb.info by end of business, Thursday, April 9, 2015. Please email me directly if you have any questions regarding this RFQ. Thank you for considering this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Geng" followed by a stylized name.

Purchasing Manager

Attachments

City of Manhattan Beach
Request for Quotation
Beach Equipment Rentals and Information Center

Attachment A – Aerial View of Pier



Attachment B - Insurance Requirements

A. Prior to commencement of work, and throughout the duration of the contract, will be required to procure and maintain all or apportions of the following insurance:

1. Commercial General Liability insurance, or its equivalent, with limits of not less than \$2 million per occurrence. If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by the City. Such insurance shall be endorsed to designate the City, its elected and appointed officials, employees and volunteers as additional insureds.
2. Business Automobile Liability insurance with limits of not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
3. Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against the City, its elected and appointed officials, employees and volunteers.

B. Special Provisions Applicable to All Coverages

1. The policy must provide the City 30 days' notice of cancellation.
2. Self-insured retentions must be declared and approved by the City.

C. Evidence of Insurance: Prior to commencement of work, the Contractor shall furnish the City with certificates and specified endorsements evidencing compliance with these insurance requirements. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the City.

D. Acceptability of Insurers: Insurance shall be placed with insurers that maintain an A.M. Best rating of A-VII or better; or otherwise meet the written approval of the City.

E. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.