



# City of Rehoboth Beach

## Request for Proposals

Operation of Motorized Watercraft Transportation and Recreational Services at Grove Park Canal Dock

Contact:

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## **Introduction**

The City of Rehoboth Beach, Sussex County, Delaware (hereinafter "City") is seeking proposals for Motorized Watercraft Transportation and Recreational Services for the Grove Park Canal Dock, located at 511 Rehoboth Avenue, Rehoboth Beach, DE 19971.

Any interested firm (hereinafter "Provider") desiring to provide such services shall submit proposals according to the instructions contained herein. Proposals will be judged against the requirements, specifications, and preferences contained in this RFP. The City intends to enter into an agreement with a single qualified Provider.

The services to be provided, the term of the contract, and other specific provisions are further described in Scope of Services. It is essential that the City of Rehoboth Beach retain the services of a Provider with the appropriate background to operate in a manner that will ensure visitors an enjoyable and safe experience. The equipment must be professionally managed, expertly maintained, and users shall receive any necessary instruction.

Respondents are encouraged to think creatively and propose opportunities that the community will be excited to participate in.

## **Instructions to Bidders**

All questions regarding this Request for Proposals should be directed to:

Elisabeth Lingo  
City Arborist  
302.227.6181 x 206  
[llingo@cityofrehoboth.com](mailto:llingo@cityofrehoboth.com)

Proposals are due no later than 2:00 p.m. on June 3, 2021 and should be mailed or delivered to:

Attn: Sharon Lynn  
Rehoboth Beach City Hall  
229 Rehoboth Avenue  
Rehoboth Beach, DE 19971

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, will not be accepted. Sealed envelopes should be clearly labeled "Motorized Watercraft Transportation and Recreational Services at Grove Park Canal Dock." Two (2) copies of the proposal should be submitted, and electronic proposals will not be accepted. A written request for withdrawal of a proposal may be granted if the request is received by the City of Rehoboth Beach prior to the specified time of opening.

The opening of all proposals shall commence immediately after the stated due date and time at the Rehoboth Beach Convention Center, 229 Rehoboth Avenue, Rehoboth Beach, Delaware and all proposals shall be publicly read or posted. All potential Providers and the public may attend the proposal opening. The City will review all proposals and render a decision within 15 days of opening.

It shall be the responsibility of the Provider to thoroughly read and understand all information, instructions, and specifications contained herein. It is the responsibility of the applicant to visit the site and verify site is adequate to safely support the equipment and services intended to operate. Providers are expected to be fully informed and understand the conditions and requirements of service provision.

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City, as determined by the City. The City reserves the right to reject any part of any proposal for any reason. The City reserves the right to void any awarded contract should the successful Provider fail to comply with any part of this RFP, including but not limited to timely implementation of services, the provision of Certificates of Insurance, and Performance Bond.

### **Objectives/Scope of Services**

The City of Rehoboth Beach intends to enter into an Agreement with a qualified Provider to secure an operation that will offer services and activities that support safe, inclusive public participation while highlighting the surrounding natural environment. Services and activities include, but are not limited to:

- Water taxi services
- Water tours and cruise
- Private charters

The operation shall adhere to the high-quality maintenance and operation standards that the City of Rehoboth is known for.

### **Proposal Format**

Proposals shall be formatted into the sections described below. Failure to include this information in a proposal may be cause for its rejection. The inclusion of additional information which will assist in evaluation is encouraged. Discussions of past performances on other projects shall be minimized except as they relate to the proposed Work. Emphasis should be concentrated on accuracy, completeness, and clarity of Proposal content.

#### **I. COVER LETTER:**

Each Provider shall submit a maximum one-page letter including the name and address of the organization submitting the Proposal; whether the organization is an individual, partnership, corporation, or joint venture; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to represent the Provider.

#### **II. TECHNICAL APPROACH**

Providers shall present their overall technical approach which shall demonstrate an understanding of and experience in providing this type of service as well as a description of how the service will be delivered. In responding, Providers shall include supporting information in the Proposal regarding each of the following:

- A. Staffing:** Providers shall include an organizational chart reflecting the names, reporting relationships, and titles of management and supervisory personnel.
- B. Quality Assurance:** Providers shall detail their plans for assuring high service quality each day.
- C. Mobilization Plan:** Providers shall submit a detailed schedule documenting major activities taking place between Notice to Proceed and the First Day of Operations.

### **III. OPERATIONS PLAN**

Providers shall provide an Operations Plan describing the approach they will utilize in providing the services detailed in the Scope of Services. Plans should detail the following elements (where applicable):

- Description of the proposed operating season including a detailed list of all planned events, activities, and trips. The proposed season must include at a minimum, Memorial Day weekend through Labor Day weekend.
- Describe how the Provider will work with the City to provide other specialty programs or services.
- Description of incident response (breakdowns, emergency service requirements, etc.) that demonstrates the Provider's preparedness to handle any potential emergencies that might occur in conjunction with operating services and implementing the terms and conditions of the Agreement.
- Description of how and when water and weather conditions will be assessed. It should also provide parameters for when services will be suspended due to said conditions.
- Description of Provider's plan to ensure schedule adherence and service quality.
- Description of Dispatching Office (including hours of operation, communication system and point of contact).
- Description of fleet maintenance operations.
- An inventory of proposed fleet.
- Location and description of maintenance facility.
- Applicable reports and inspection forms.

### **IV. QUALIFICATIONS AND EXPERIENCE**

Providers shall indicate their qualifications, skills, experience, expertise, licenses, and financial resources available to support the provision of the work required herein. The Provider shall detail the team and how the team has the thorough skill set to meet the Scope of Work and the ability to deliver the Work successfully. Providers shall furnish a detailed description of similar Work they have performed or are currently performing for other clients. The Provider shall furnish references for each such client. Descriptions shall include the key management personnel involved, technical accomplishments, and the degree of participation by Provider. In addition, Providers should summarize performance for past and current clients, including how the client would likely have evaluated the level of service received from the Provider.

### **V. INSURANCE**

Providers shall have the ability to procure and maintain throughout the term of an agreement the following:

- (a) Commercial General Liability insurance naming Licensee as the insured and Licensor as an additional insured, against any and all claims for damages to persons or property or for loss of life or property occurring upon, in or about the Leased Premises. Such insurance shall be written with a limit of not less than One Million Dollars (\$1,000,000) for any one occurrence and One Million Dollars (\$1,000,000) in the aggregate with the aggregate to be "per location." The coverage provided for the Licensor as an additional insured shall be on a primary and non-contributory basis with any insurance carried by the Licensor. Licensee shall be responsible for all deductibles.
- (b) Automobile liability insurance with a limit of no less than One Million Dollars (\$1,000,000) and covering all vehicles owned, non-owned, hired, borrowed or operated by Licensee at the Licensor's Property for each occurrence. Licensee shall be responsible for all deductibles. The Licensor is to be included as an additional insured on a primary and noncontributory basis with any insurance carried by the Licensor.
- (c) Workers' Compensation and employers' liability insurance meeting statutory limits required by the laws of Delaware and any other applicable state laws and including coverage for the Longshoremen's and Harbor workers Act covering all persons employed by Licensee. Licensee will be solely responsible for any deductible.
- (d) Vessel liability, including collision, pollution liability and clean-up costs and crew (unless crew is covered as an extension of workers compensation with Maritime Employers Liability, and if so, that should be specifically certified with a limit of a least \$1,000,000) covering the Vessel with a limit of One Million Dollars (\$1,000,000) combined for bodily injury and property damage. Licensee will be solely responsible for any deductible.
- (e) Hull Insurance in connection with the Vessel (full replacement cost). Such policy shall also include coverage for war, strikes, riots, civil commotion, and terrorism. Licensee will be solely responsible for any deductible.
- (f) Licensee will ensure any equipment, machinery, supplies or any other materials placed on Licensor's property or on the Vessel (other than that covered as part of the Vessel) for "special perils" at full replacement cost. Licensee may, at its option and expense, insure auto physical damage or mobile equipment. Licensee will be solely responsible for any deductible or any self-insured loss.
- (g) Bumbershoot excess liability over the primary employer's liability, public liability, auto liability, vessel liability and liquor liability with limits of a least One Million Dollars (\$1,000,000) following all terms and conditions of primary

policies as outlined above. If the P&I is over One Million Dollars (\$1,000,000), an umbrella (bumbershoot without marine included) for \$1,000,000 will be adequate.

## **VI. PROPOSED AGREEMENT AND FEE PROPOSAL**

The initial agreement term will be two (2) years. At the expiration of this term, the City and the Provider, by mutual agreement, shall have the option to renew this contract for two additional one (1) year terms.

Within the proposal, the provider shall provide a proposed framework that outlines the mechanism by which the City will be compensated for providing this service opportunity. This may be a flat fee, a percentage of revenue collected from, or a combination of both.

## **VII. REFERENCES**

Provide names, addresses, emails, and telephone numbers of two references which shall demonstrate successful performance for similar contracts during the past five (5) years.

### **Performance Bond**

The Provider shall provide the City, in order to assure performance of the contract during its term, a performance bond issued by a surety company licensed to do business in the State of Delaware or a letter of credit in the amount of one hundred and fifty percent of the compensation proposed in the "Proposed Agreement and Fee Proposal" section of their Proposal. Proof of ability to furnish the performance bond or letter of credit shall be provided to the City prior to execution of the contract.

### **Proposed Schedule**

RFP Advertised – May 21, 2021

RFP Due – June 3, 2021

Contract Award and Notice to Proceed – June 18, 2021

### **Selection Process**

Interested parties are advised that the City of Rehoboth Beach shall at all times reserve the right to reject any or all proposals, award a partial proposal, and withdraw the letter of interest if it is deemed best to do so. The selection process may require additional submittals and a 30-minute interview/presentation.

Selections are based on the following:

- Ability of the Provider to effectively meet the water recreation needs of the City and the community
- Evaluation of the quality and thoroughness presented in the Operating Plan
- Evaluation of the Fee Proposal
- Qualifications and references of the Provider

Once a proposal has been selected, a contract will be drafted by the City. The contract establishes the terms and conditions of the relationship between the Provider and The City of Rehoboth Beach.