



CITY OF RAPID CITY

Department of Parks and Recreation

515 West Boulevard
Rapid City, SD 57701
(605) 394-4175 -- FAX (605) 394-5307

To: Legal and Finance Committee, City Council

From: Lindsey Myers, Parks & Recreation Specialist

Subject: RFP for Non-Motorized Watercraft Rental Service

Date: April 19, 2022

We received two proposal for Non-Motorized Watercraft Rental Service at Canyon Lake Park.

The selection process is based on the following criteria:

1. Price – 25%
2. Service Experience & References – 30%
3. Responsiveness to RFP – 5%
4. Quality of Product – 30%
5. Timeframe to Deliver Service/Product – 10%

Criteria #1: Price

Black Hills Paddlesports

Hourly Rate for a single-person \$24.95 or \$29.95, and multi-person gear will be \$10.00 - \$15.00 or more.

Canyon Lake Resort

Rental Rates range from \$8.00 - \$12.00

Criteria #2: Service Experience & References

Black Hills Paddlesports

22 years in business with experience in paddle boarding, and river kayaking.

Canyon Lake Resort

25 years in business with experience in paddle boats.

Criteria #3: Responsiveness to RFP

Black Hills Paddlesports

RFP arrived in a timely manner

Canyon Lake Resort

RFP arrived in a timely manner

Criteria #4: Quality of Product

Black Hills Paddlesports

Operating limited days for rentals with a high rental price.

Canyon Lake Resort

Operating seven days a week and offering a reasonable rate with a variety of equipment.

Criteria #5: Timeframe to Deliver Service/Product

Black Hills Paddlesports

Operating 4 days a week plus on the weekends from 1:00 -7:00 pm. Inventory would include 8-10 watercraft comprised of a mix of kayaks, paddleboards, tandem kayaks, and possible a canoe, depending on water level.

Canyon Lake Resort

Operating seven days a week from 9:00am to 8:00 pm. Inventory would include 5 paddle boats, 2 SUPs, 2 Kayaks and 1 canoe. Canyon Lake Resort Currently has a referral program with Black Hills Adventures to provide guided tours.

Conclusion

With the criteria considered, the proposal meets the qualifications. I recommend awarding the bid for Non-Motorized Watercraft Rental Service at Canyon Lake Park to Canyon Lake Resort.

Signed: Lindsey Myers Date: 4-29-2022

Lindsey Myers
Parks & Recreation Specialist

Project Name: INDY-MOTORIZED WATERCRAFT RENTAL SERVICE CLP

Evaluator: SCOTT ANDERSON

Contractor Name: CANYON LAKE RESORT

Date: 4/20/22

Contractor Evaluation Form
(100 Total Points Possible)

Proposal Evaluation of Criteria **Scoring (Circle One)**

1. Price – 25% of Total

1 2 3 4 5 6 7 8 9 10

2. Service Experience & References – 30% of Total

1 2 3 4 5 6 7 8 9 10

3. Responsiveness to RFP – 5% of Total

1 2 3 4 5 6 7 8 9 10

4. Quality of Product – 30% of Total

1 2 3 4 5 6 7 8 9 10

a. Reason 7-DAYS PER WEEK
VARIETY OF WATERCRAFT

5. Timeframe to Deliver Service/Product – 10% of Total

1 2 3 4 5 6 7 8 9 10

Score:

1 Falls to meet the expectations of the reviewer in this category

10 Fully meets the expectations of the review in this category

Project Name: Non-Motorized Watercraft Rental Service

Evaluator: Jeff Biegler

Contractor Name: Canyon Lake Resort

Date: 4/28/2022

Contractor Evaluation Form
(100 Total Points Possible)

Proposal Evaluation of Criteria **Scoring (Circle One)**

1. Price – 25% of Total

1 2 3 4 5 6 7 8 9 (10)

2. Service Experience & References – 30% of Total

1 2 3 4 5 6 7 8 9 (10)

3. Responsiveness to RFP – 5% of Total

1 2 3 4 5 6 ~~7~~ 8 9 (10)

4. Quality of Product – 30% of Total

1 2 3 4 5 6 7 8 9 (10)

a. Reason *good variety of equipment at a reasonable rental fee.*

5. Timeframe to Deliver Service/Product – 10% of Total

1 2 3 4 5 6 7 8 9 (10)

Score:

1 Falls to meet the expectations of the reviewer in this category

10 Fully meets the expectations of the review in this category

Project Name: Non-Motorized waterCraft Rental Service

Evaluator: Lindsey Myers

Contractor Name: Canyon Lake Resort

Date: 4-28-2022

Contractor Evaluation Form
(100 Total Points Possible)

Proposal Evaluation of Criteria **Scoring (Circle One)**

1. Price – 25% of Total

1 2 3 4 5 6 7 8 9 10

2. Service Experience & References – 30% of Total

1 2 3 4 5 6 7 8 9 10

3. Responsiveness to RFP – 5% of Total

1 2 3 4 5 6 7 8 9 10

4. Quality of Product – 30% of Total

1 2 3 4 5 6 7 8 9 10

a. Reason Open 7 days a week
Offering variety of equipment

5. Timeframe to Deliver Service/Product – 10% of Total

1 2 3 4 5 6 7 8 9 10

Score:

1 Falls to meet the expectations of the reviewer in this category

10 Fully meets the expectations of the review in this category

Project Name: NON-MOTORIZED WATERCRAFT RESCUE SERVICE CLP

Evaluator: SLOTT ANDERSON

Contractor Name: BLACK HILLS PADDLESPORTS

Date: 4/20/27

Contractor Evaluation Form
(100 Total Points Possible)

Proposal Evaluation of Criteria **Scoring (Circle One)**

1. Price – 25% of Total

1 2 3 4 5 6 7 8 9 10

2. Service Experience & References – 30% of Total

1 2 3 4 5 6 7 8 9 10

3. Responsiveness to RFP – 5% of Total

1 2 3 4 5 6 7 8 9 10

4. Quality of Product – 30% of Total

1 2 3 4 5 6 7 8 9 10

a. Reason HIGH RENTAL PRICES
LIMITED DAYS OF OPERATION

5. Timeframe to Deliver Service/Product – 10% of Total

1 2 3 4 5 6 7 8 9 10

Score:

- 1 Falls to meet the expectations of the reviewer in this category
- 10 Fully meets the expectations of the review in this category

Project Name: Non-motorized Watercraft Rental Service

Evaluator: Jeff Biegler

Contractor Name: Black Hills Paddlesports

Date: 4/28/2022

Contractor Evaluation Form
(100 Total Points Possible)

Proposal Evaluation of Criteria

Scoring (Circle One)

1. Price – 25% of Total

1 2 3 4 5 6 (7) 8 9 10

2. Service Experience & References – 30% of Total

1 2 3 4 5 6 7 8 9 (10)

3. Responsiveness to RFP – 5% of Total

1 2 3 4 5 6 (7) 8 9 10

Contractor would only be open 4 days/week with limited hours/day.

4. Quality of Product – 30% of Total

1 2 3 4 5 6 (7) 8 9 10

a. Reason watercraft rental fees are high.

5. Timeframe to Deliver Service/Product – 10% of Total

1 2 3 4 5 6 7 8 9 (10)

Score:

1 Falls to meet the expectations of the reviewer in this category

10 Fully meets the expectations of the review in this category

Project Name: Non-Motorized Water Craft Rental Service

Evaluator: Lindsey Myers

Contractor Name: Black Hills Paddlesports

Date: 4-28-2022

Contractor Evaluation Form
(100 Total Points Possible)

Proposal Evaluation of Criteria **Scoring (Circle One)**

1. Price – 25% of Total

1 2 3 4 5 6 7 8 9 10

2. Service Experience & References – 30% of Total

1 2 3 4 5 6 7 8 9 10

3. Responsiveness to RFP – 5% of Total

1 2 3 4 5 6 7 8 9 10

4. Quality of Product – 30% of Total

1 2 3 4 5 6 7 8 9 10

a. Reason Rental fees are high
limited days / hours for visitors to rent equipment.

5. Timeframe to Deliver Service/Product – 10% of Total

1 2 3 4 5 6 7 8 9 10

Score:

1 Falls to meet the expectations of the reviewer in this category

10 Fully meets the expectations of the review in this category

**City of Rapid City, South Dakota
Parks & Recreation Department**

Published March 12, 2022

**Request for Proposals
Non-Motorized Watercraft Rental Service
at Canyon Lake Park (Boat Launch)**



**Proposal Release
Proposal Due Date**

Tuesday, March 29, 2022
Tuesday, April 12, 2022

Proposal Deadline at 3:00 pm

**Postal Return and Courier Delivery Address:
Rapid City Parks & Recreation
Attn: Lindsey Myers
515 West Boulevard
Rapid City, SD 57701**

City of Rapid City, South Dakota
Request for Proposals
Non-Motorized Watercraft Rental Service at Canyon Lake Park

Project Overview

The City of Rapid City, South Dakota, Parks and Recreation Department manages the Canyon Lake Park (boat launch), which is located at 2610 Chapel Lane, Rapid City, South Dakota 57702. The City is seeking proposals for a qualified non-motorized watercraft rental business to provide a seasonal non-motorized watercraft (kayaks, stand up paddle boards, paddle boats, and/or canoes) rental program in Canyon Lake Park within established park hours from approximately May 2022 through October 2024. The City of Rapid City, South Dakota requests interested parties to submit proposals for the above referenced Request for Proposals.

Scope of Services

Provide all non-motorized watercraft rentals at Canyon Lake Park (boat launch). Watercraft Contractor will be able to rent paddle boats, paddle boards, canoes, and/or kayaks only in designated area as outlined in blue on Attachment A. Recognizing growth in the sports of kayaking and standup paddle boards, the City of Rapid City is looking to grow these sports. Our hope and intent would be for a business plan that includes new and unique ways to introduce new participants to watersports as well as supporting existing participants. Watercraft Contractor may be able to also provide basic provisions such as sunglasses, sunscreen, dry boxes for sale or rent to users.

Proposal Correspondent

All communication concerning this RFP must be directed to the Rapid City Parks and Recreation correspondent listed below:

Jeff Biegler, Director
City of Rapid City Parks and Recreation
515 West Boulevard; Rapid City, South Dakota 57701
Office: 605-394-4175
Jeff.Biegler@rcgov.org

Proposal Response Date and Location

The City of Rapid City, South Dakota must receive the vendor's proposal in a sealed envelope no later than 3:00 pm local time at 515 West Boulevard, Rapid City, South Dakota on Tuesday, April 12, 2022 at which time they will be opened. No faxed or telephone proposals will be accepted. Proposals received after the specified date and time will not be considered. All proposals and accompanying documentation will become the property of the City of Rapid City and may not be returned. One (1) original and (4) copies of this proposal must be submitted to allow for evaluation. ****PROPOSALS MUST BE CLEARLY MARKED ON THE OUTSIDE OF THE PACKAGE WITH ONLY THE FOLLOWING LABEL: Non-Motorized Watercraft Rental Service RFP. ****

The schedule for the RFP is as follows:

Proposal Release:	Tuesday, March 29, 2022
Proposal Due Date:	Tuesday, April 12, 2022
Award Date:	Tuesday, April 26, 2022
Contract Period:	Sunday, May 1, 2022

* No mandatory pre-proposal meeting or walk-thru will be conducted; however, all potential bidders are encouraged to visit the site during regular park hours to inspect site location.

The City reserves the right to reject any and all proposals or to cancel the RFP if it is in the best interests of the City. The term of the agreement corresponding to this RFP is from May 1, 2022 to October 31, 2024 and is further detailed in the terms and conditions below. If a proposal is selected, the timeframe for entering into the agreement will be on or before May 1, 2022. The City may renew the agreement upon the same terms and conditions no more than once.

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. All proposals must include the following information:

- The proposal should include the following: Name of Proposer, Physical Address, Mailing Address (if different from Physical Address), Phone Number, E-mail Address, Proposer's Authorized Signature, Title of Person Signing (if Proposer is an entity), and Date of Signature.
- The names of individuals from those firms who will be working on the project and their areas of responsibility.
- A narrative on employee training in handling equipment, safety, customer service and all other staff training provided.
- References indicating experience to rentals, include individual/company name, contact person and telephone number.
- Explanation of any temporary or permanent site improvements the Proposer would like to make or would find it necessary to make.
- List of proposed days of operation and hours.
- A list of onsite equipment the Proposer will be providing (such as EZ up tents, vans, mobile work stations).
- A proposed list of all kayaks, SUPs, paddle boats, and canoes available and cost per item to be rented.
- A list of any programs or adventure services that will be offered beyond just basic equipment rental (guided tours, learn to kayak, learn to SUP, full moon tours, etc.).
- A list of any merchandise that may be available for sale such as sunglasses, dry storage boxes, etc.
- An explanation of routine cleaning and preventative maintenance schedules intended to insure attractive and safe equipment.

- Confirmation that, if awarded the contract, the Proposer will agree to pay to the City an annual lease payment in the amount of Five Hundred Dollars (\$500) payable on July 2022.
- Copy of all licenses, insurance certificates, and health cards obtained by Proposer.

Proposer Requirements

The following terms and conditions will be applicable to a contract involving the selected proposal:

1. **Right to Occupy and Operate.** The City does hereby grant to the Concessionaire the right to occupy a certain outlined area within Canyon Lake Park (“Concession Area”) for the purposes stated within this Agreement. The boundaries of the Concession Area are outlined in blue in Attachment A. Such concession right is a privilege granted by the City subject to the terms and conditions herein.
2. **Purpose.** The Concessionaire agrees to operate a rental service for the public’s rental of one or more of the following non-motorized items as identified in the selected Request for Proposals: kayaks, stand up paddle boards, paddle boats, and/or canoes. The operation shall occur in the Concession Area. All non-motorized items as listed above that are offered by Concessionaire for rent and for public use shall be of number one, first-grade quality. All federal, state, and local regulations pertaining to safety and to quality of products offered for rent must be met by the Concessionaire. The Concessionaire shall use the areas herein described only for the purposes stated and for no unlawful purposes whatsoever. The concessionaire shall provide all equipment necessary to operate the rental services.
3. **Term, Hours, and Season.** The term of this Agreement will commence on May 1, 2022, and will end on October 31, 2024, unless it is terminated sooner under the provisions of this Agreement.

The Concessionaire shall operate its rental on a daily basis. The concession season shall run annually from May 1 to and including October 31. The concession shall not operate outside of that date range, unless the Concessionaire receives written permission from the Parks and Recreation Director or his/her designee. The concession operation shall not commence before 7:00 am or continue after 10:00 pm of any day.

5. **Utilities.** Concessionaire must pay the cost of all utility services incidental to the operation of the concession at a metered, or flat rate where applicable, and shall permanently install at its own expense in accordance with all City and State requirements, any utilities necessary for its operation at the Concession Area. Said installed utilities shall become the property of the City upon installation and shall remain affixed to the Concession Area.
6. **Indemnify, Defend, and Hold Harmless.** The Concessionaire agrees to defend, indemnify, and hold harmless the City, its elected officials, employees, and agents from all lawsuits, claims, damages, and actions of any kind or nature arising directly or indirectly on the part of the Concessionaire, its agents, employees, contractors, and suppliers out of its operations under the Agreement.

7. Liability Insurance. The Concessionaire agrees to purchase and maintain personal injury and property damage insurance for each occurrence of injury or damage in the minimum amount of Two Million Dollars (\$2,000,000) for personal injury with a Two Million Dollar (\$2,000,000) general aggregate limit. The City shall be named an additional insured in said policy or policies, and the Concessionaire shall furnish to the City evidence of insurance by a certificate of insurance for required coverage. The certificate of insurance of required coverage shall state that the City shall be given any notice of cancellation at least 30 days prior to any cancellation, unless the cancellation is for nonpayment of premiums. The Concessionaire's insurance coverage shall be primary to any insurance coverage maintained by the City. The Concessionaire's insurance coverage shall not seek contribution from any insurance coverage maintained by the City.

8. Inspection. The City reserves the right to inspect at any reasonable time the concession structure, non-motorized boats, and premises to assure and verify compliance with all City and State laws and regulations and with any other terms or conditions of this Agreement.

9. Sanitation. The Concessionaire agrees to be responsible for policing the Premises and picking up and making ready for City collection of all trash, recyclables, debris, and waste material of every nature found at the Premises. Concessionaire also agrees to place all collected trash, recyclables, debris, and waste in a designated location for removal by the City. Lessee agrees that it will not place yard waste or building materials in City trash receptacles. Concessionaire agrees to promote and encourage recycling throughout the Premises.

To avoid the public's misuse of trash and recycling receptacles during the off-season, Concessionaire agrees to move all trash and recycling receptacles to an area of the Premises that is inaccessible to the public, as approved by the Parks Department, immediately after the end of the season.

10. Improvements, Equipment, Construction, and Maintenance. No structures or improvements shall be located upon public property except a dock and a ticket booth. At any time, the City Parks and Recreation Director or his/her designee may require the Concessionaire to perform maintenance and repair or replacement under the above requirements if, in his opinion, such work is reasonably required and necessary.

All construction, repair, restoration, and maintenance required of the Concessionaire shall at all times be in accordance with the Rapid City Municipal Code, and all construction shall be coordinated with and approved by the Rapid City Parks and Recreation Director or his/her designee. The Concessionaire shall not install any additional booths, stands, fixtures, mobile units, or any other equipment or structures in connection with the business covered by this Agreement in addition to those contemplated herein without the consent of the Parks and Recreation Director or his/her designee.

11. Supervision and Operation. The Concessionaire shall provide adequate adult supervision at all times during operation and restrict operation of paddleboats to such areas of the lake as may be established and marked by the City in the sound discretion of the Parks and Recreation Director or his/her designee. All operations shall be conducted in a manner consistent with the park atmosphere at Canyon Lake Park.

12. Service and Compliance with Laws and Regulations. The Concessionaire shall provide service to meet seasonal public demand, subject to any reasonable orders, rules, and regulations concerning the conduct and management of the business that may be made by the Parks and Recreation Director or his designee.

13. Assignment. The Concessionaire shall not assign or transfer its rights and privileges granted under this Agreement, either in whole or in part, without first obtaining the written consent of the City.

14. Termination. The City may terminate this Agreement and may repossess the Concession Area in the event any payment herein agreed to be made is in arrears and remains unpaid for a period of fifteen (15) days after the same is due. Or in the event any of the other provisions, terms or conditions of this Agreement have been violated upon giving ten (10) days written notice to the Concessionaire to cure the violation and the City's intention to so terminate. At the end of said ten (10) days, all the rights of the Concessionaire hereunder shall terminate unless said violation is cured to the satisfaction of the Parks and Recreation Director, his/her designee, or other agents or officials of the City.

Such termination shall not waive the right of the City to recover damages from the Concessionaire for its failure to comply with the terms of this Agreement. The acceptance of monies due the City for any period or periods after a default or any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver on the part of the City. No waiver or default by the City of any of the terms, covenants, or conditions hereof shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Concessionaire.

15. Removal on Termination. On the date of termination hereof, or in case of the termination of the relationship created by this Agreement prior thereto, the Concessionaire shall have the right to remove from the Concession Area all personal property, fixtures, and equipment not a part of the real estate, installed by and title to which the Concessionaire retains; subject, however, to any valid lien or claim which the City may have for unpaid fees provided, also, that if said removal causes any damage to the premises, said Concessionaire will repair the same in a proper and satisfactory manner at its own expense.

16. Non-Discrimination. The Concessionaire shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons, in any manner prohibited by local, state, or federal laws. The Concessionaire further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

17. Severability. If any provision of this Agreement shall be invalid for any reason, such invalidity shall not affect the remaining provisions herein, the parties to this Agreement hereby declaring that they would have agreed to the other provisions of this Agreement notwithstanding such invalidity.

18. Contacts. Anything required by this Agreement to be delivered to City in writing shall be delivered to the following contacts. The contact for Concessionaire is: [Insert Owner Name, Address, City, State, Phone Number, Etc.]. Concessionaire has a continuing obligation to ensure that the Director of Parks and Recreation has accurate contact information for Concessionaire and to notify the Director of any changes to the contact information herein.

Unless otherwise specified in this Agreement, the contact for the City will be: Director of Parks and Recreation, 515 West Boulevard, Rapid City, SD 57701, (605) 394-4175.

19. City Authority. All matters pertaining to the terms of this Agreement shall be subject to the powers of the City Council and its designated authorized agents consistent with the laws of the State of South Dakota. The City Council appoints and delegates the Director of Parks and Recreation as the primary contact point for City with Concessionaire in administering and fulfilling the terms of this Agreement.

20. Relationship between the Parties. This Agreement does not create any employee/employer relationship between the City of Rapid City and Concessionaire, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Concessionaire and City, and no agent of Concessionaire shall be the agent of City. Concessionaire covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

Selection Process and Criteria

The Watercraft Contractor will be selected based upon responses to the required information. In selecting a company, the City of Rapid City will consider all items required by the RFP. City of Rapid City Parks and Recreation staff will review, evaluate and rate all proposals. Staff will assess and rate proposals on the basis of criteria provided in the RFP. The proposal containing the highest score will be selected by the City of Rapid City Parks and Recreation. Staff may request clarification or other information from the proposers. The City of Rapid City Parks and Recreation staff has the authority to recommend acceptance of a proposal (highest score). In the alternative, the City reserves the right to reject any and all proposals or to cancel the RFP if it is in the best interests of the City.

It is the responsibility of the Proposer to submit all information requested. The City of Rapid City must be able to clearly determine from the information provided, the Proposer's capability to perform the services requested. The Proposer cannot presume that the City of Rapid City has the expertise or experience of the Proposer unless it is so stated.

Proposals will be scored according to the selection criteria presented below. Proposals will be ranked based on scores up to a maximum of 100 points with limits as identified per category. The City of Rapid City reserves the right to reject any or all submittals and to negotiate if deemed appropriate.

- Price 25%
- Service Experience & References 30%
- Responsiveness to RFP 5%
- Quality of Product 30%
- Timeframe to Deliver Service/Product 10%

Total Maximum Score 100%

Attachment A

