

# MONTOUR AREA RECREATION COMMISSION MONTOUR PRESERVE WATERCRAFT CONCESSIONAIRE REQUEST FOR PROPOSALS

The Montour Area Recreation Commission (MARC) is seeking a concessionaire to offer unpowered watercraft for rental to the public at the Montour Preserve. The concessionaire may also offer for rent or sale fishing, boating, and picnic supplies as deemed appropriate by MARC.

Proposals will be received by MARC at any time until 12:00pm on Thursday, February 18, 2021. Proposals will be reviewed by MARC staff and presented to MARC's Board for consideration during MARC's meeting on Monday, February 22, 2021.

Proposals may be submitted by email to [RStoudt@MontourRec.com](mailto:RStoudt@MontourRec.com) or by mail to:  
MARC | PO Box 456, Danville, PA 17821.

Proposal specifications may be obtained online at <https://montourec.com/contract-employment-opportunities/> or by submitting a request to:

Montour Area Recreation Commission  
PO Box 456, Danville, PA 17821  
570-336-2060 or [RStoudt@MontourRec.com](mailto:RStoudt@MontourRec.com)

MARC reserves the right to accept or reject any and all proposals in part, or in full, to waive any defect or informalities in the proposal procedure in part, or in full, and to award the agreement in the best interest of MARC.

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## DISCLAIMERS

1. MARC hereby advises interested applicants that the conduct of watercraft rental operations at the Montour Preserve for the 2021 season (and beyond) is contingent upon the approval of a Special Exception by the Montour County Zoning Hearing Board. MARC intends to apply for such an exception if it is determined that a viable option exists for concession operations. MARC believes such an exception can be in place before May 1, 2021, but MARC can make no guarantee.
2. MARC hereby advises interested applicants that the Montour Preserve property is owned by Montour, LLC (Talen Energy) and operated by the Montour Area Recreation Commission under the terms of a renewable lease agreement. MARC has no reason to believe the renewable lease agreement will be terminated during the period of Concessionaire's operations, but MARC can make no guarantee.
3. MARC has recorded 90,000 +/- annual visitations to the Montour Preserve and believes a properly operated concession operation may be viable for the 2021 season and beyond. However, MARC can make no guarantee of annual visitation rates or the implications of possible government-mandated COVID-19 restrictions, nor can MARC ensure the viability of any concession operation.

## PROPOSAL EVALUATION CRITERIA

MARC staff will evaluate proposals based upon the following criteria:

1. **BEST INTEREST OF THE MONTOUR PRESERVE** - MARC will prefer those proposals which commit a sufficient amount of concessionaire staff time and materials to ensure a successful operation which is in the best interest of Montour Preserve visitors and MARC staff. Concession operations will only be considered which improve, rather than detract from, the tranquil, natural character of the Montour Preserve. Concessionaire staff shall conduct themselves as partners to MARC staff in caring for the Montour Preserve and its visitors. A demonstrated record of natural resource advocacy and community service will be favorably considered.
2. **EXPERTISE** – MARC will evaluate the proposed concessionaire’s experience providing similar services and will prefer those with a demonstrated record of safe, successful operations with excellent customer satisfaction.
3. **QUALITY AND QUANTITY OF OFFERINGS** – MARC will prefer those proposals which offer a sufficient quantity and variety of well-maintained watercraft. MARC will also prefer those proposals which offer for rent or sale fishing, boating, and picnic supplies.
4. **FINANCIAL SUPPORT FOR THE MONTOUR PRESERVE** – MARC seeks proposals which will contribute financially to the ongoing operation and maintenance of the Montour Preserve. However, MARC understands the uncertain nature of this new venture and is willing to consider proposals which minimize up-front financial risks to the concessionaire in an effort to develop a long-term, successful venture.

# MONTOUR PRESERVE WATERCRAFT CONCESSIONAIRE TERMS AND CONDITIONS

1. Concessionaire shall enter into a one-season (May 1 – October 31) agreement (hereinafter “Agreement”) with the Montour Area Recreation Commission (hereinafter “MARC”) for watercraft concessions at the Montour Preserve. This Agreement shall be renewable for two additional one-season terms if so desired by both Concessionaire and MARC. After no more than a three-season period, a new request for proposals process shall be conducted.
2. MARC shall retain the authority to terminate the Agreement with Concessionaire at any time with ten (10) days’ written notice in the event Concessionaire is deemed to be violating the terms of the Agreement. Such termination shall be made by MARC’s Commission members, upon the recommendation of MARC’s Director.
3. Concessionaire shall, at his/her own cost and expense, purchase and maintain in force for the duration of the Agreement the forms of insurance coverage described hereafter. Such insurance shall be carried with financially responsible insurance companies, licensed to do business in the Commonwealth of Pennsylvania. Proof of insurance coverage shall be required at the time of Agreement signing.
  - a. General Liability Insurance – Coverage with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and property damage. The Montour Area Recreation Commission (PO Box 456, Danville, PA 17821) and Montour, LLC (c/o Real Estate Services, 835 Hamilton St, PL6, Suite 150, Allentown, PA 18101) shall be added as Additional Insured Parties.
  - b. Workers Compensation Insurance – Provision of Workers’ Compensation Insurance, in compliance with the Workmen’s Compensation Act of the Commonwealth of Pennsylvania.

If, at any time, any of the foregoing policies become unsatisfactory to MARC, as to form or substance, the Concessionaire shall, upon notice to that effect from MARC, obtain a new policy and submit the same for approval to MARC. Upon failure of the Concessionaire to furnish, deliver, and maintain such insurance as provided above, the Agreement, at the discretion of MARC, may be forthwith declared suspended, discontinued, or terminated.

Failure of the Concessionaire to take out and/or maintain, or the taking of and or maintenance of any required insurance, shall not relieve the Concessionaire from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Concessionaire concerning indemnification.
4. Concessionaire shall indemnify, hold harmless, and defend the Montour Area Recreation Commission and Montour, LLC from all claims, liabilities, obligations, damages, penalties, costs, legal fees, and other expenses due to personal injury or death caused by or of Concessionaire’s staff or customers.

5. Concessionaire shall require all customers to sign a warning and assumption of risks and waiver and release of claims. MARC shall review, provide input, and approve such documentation before Concessionaire may begin operation.
6. Concessionaire shall be solely responsible for his/her operation and shall supply all labor, equipment, and materials necessary to successfully conduct his/her operations, including the storage, rental, distribution, transportation, and maintenance of watercraft. MARC staff shall not be required to assist in any way with Concessionaire's operations, except that MARC shall provide a link to Concessionaire's operations on the Montour Preserve's website and social media outlets.
7. Concessionaire shall abide by all applicable local, state, and federal laws and shall be solely responsible for compliance with sales tax and other tax and regulatory requirements as may be applicable. Concessionaire shall provide to MARC a copy of his/her current sales tax license at the time of Agreement signing and annually thereafter while the Agreement remains in force.
8. Concessionaire shall be permitted to begin operations on May 1 and shall cease operations by no later than October 31 annually. Concessionaire may operate from dawn to dark each day, but Concessionaire shall set his/her hours and days of operation.
9. Concessionaire shall operate from a temporary, mobile structure near the Heron Cove boat launch, at a location to be mutually agreed upon by Concessionaire and MARC. No permanent structures shall be constructed.
10. Concessionaire is hereby advised the Lake Chillisquaque shoreline is subject to occasional flooding. Concessionaire shall be responsible to remove any and all materials under their control in the event of flooding or other extraordinary circumstances. MARC's Director shall have the authority to order such a removal as he/she shall deem necessary, but Concessionaire is under no obligation to wait for such an order before removing his/her materials if flooding or other hazards are reasonably foreseeable.
11. Concessionaire's operations shall not interfere with the safe passage of vehicles, other watercraft, or persons visiting the Montour Preserve.
12. Concessionaire shall be responsible for, and shall restore at his/her expense, any damage to the Montour Preserve property which might be caused by Concessionaire's staff or customers in the performance of Concessionaire's operations which was not reasonably foreseeable as a consequence of the Concessionaire's operations.
13. Concessionaire shall be required to maintain the site in a good, clean condition. All trash must be placed in the dumpster located near the Heron Cove restrooms. Excessive trash must be removed from the Montour Preserve and disposed of at Concessionaire's expense.

14. Concessionaire shall be allowed to offer for rent any type of unpowered watercraft, to include, but not limited to: sailboats; john boats; pedal boats; kayaks (single or tandem); canoes; and stand-up paddleboards. Unpowered, Inflatable boats may be offered for rent, but must be at least 7ft in length, made of durable, reinforced fabric, and have at least two separate buoyancy chambers, exclusive of any inflatable floor or bottom. Concessionaire shall ensure all watercraft and safety equipment meet the requirements of the Pennsylvania Fish & Boat Commission, the United States Coast Guard, and any other applicable regulatory agencies. Watercraft capacity plates, where required, must be maintained in good, legible condition. MARC reserves the right to demand the removal of any watercraft deemed by MARC to be unsafe or unfit for use.
15. Concessionaire's watercraft shall be clearly marked with the Concessionaire's business name or logo, "RENTAL", or some similar identification to allow MARC and other entities to identify rental watercraft as needed for incident investigations, rule enforcement, etc.
16. Pennsylvania Fish and Boat Commission launch permits are not required to use Lake Chillisquaque.
17. Concessionaire shall be required to furnish as part of all rentals any personal floatation devices (life vests), sound producing devices, and other watercraft safety gear as may be required by the Pennsylvania Fish & Boat Commission, the United States Coast Guard, and any other applicable regulatory agencies. Concessionaire shall also provide safety and instructional guidance to all renters. Safety equipment shall be maintained in good, serviceable condition and in appropriate sizes and quantities for all watercraft users. Use of safety equipment shall be included in the watercraft rental fee; no additional fee may be charged for safety equipment use.
18. Concessionaire shall require that all persons less than 18 years of age wear properly fitted and secured personal floatation devices (life vests) at all times while on the water. It is understood this requirement exceeds the requirement of the Pennsylvania Fish & Boat Commission.
19. Submitted with Concessionaire's proposal shall be a list of equipment Concessionaire will use for this work. This equipment shall be available for inspection at the request of MARC at any time during normal business hours.
20. Concessionaire shall have the exclusive ability to offer unpowered watercraft rentals at the Montour Preserve during the term of the Agreement. However, this Agreement shall in no way limit the ability of private parties or other commercial outfitters to use the Montour Preserve, Lake Chillisquaque, or the site's boat launch, parking areas, and related features.
21. If so desired, Concessionaire may also offer for rent or sale fishing, boating, and picnic supplies as deemed appropriate by MARC and as allowed by governmental entities. A detailed plan of operations must be provided in Concessionaire's proposal.
22. Concessionaire shall be solely responsible for setting watercraft rental fees and other costs.

23. Electrical service may be available if required. Additional fees may apply for significant electrical use. Concessionaire may utilize a generator, so long as noise levels are minimized and do not negatively affect the experience of other Montour Preserve visitors.
24. A small radio or other electronic device may be used at the Concessionaire's stand, so long as volume levels are kept at a reasonable level that does not negatively affect the experience of other Montour Preserve visitors.
25. Concessionaire may post signage on the exterior of their watercraft, vehicles, trailers, or structure, so long as such signage contains no text, images, or other content which may be objectionable in nature, as determined by MARC.
26. Concessionaire is solely responsible for the safekeeping of his/her equipment and materials. MARC makes no guarantee against theft, vandalism, or other damages.
27. Concessionaire shall assist MARC with advertisement and enforcement of Montour Preserve site rules, to include, but not limited to prohibitions on pets, alcohol, swimming, and entry to the Goose Cove Wildlife Refuge. Concessionaire shall not rent watercraft to any persons visibly intoxicated or under the influence of controlled substances. Concessionaire shall require customers to leave the Montour Preserve who are found to be violating site rules or who have become disorderly and disruptive to other site visitors. Concessionaire shall make renters aware of site rules during the watercraft rental process. It is recommended Concessionaire refer renters to <https://montourpreserve.org/preserve-rules/> for site rules.
28. Concessionaire shall provide to MARC a \$250 security deposit, payable at the time of signing the Agreement. This security deposit shall be held by MARC until the Agreement term has ended and MARC has inspected the site for damages. If no damages are found, MARC shall fully refund the deposit to Concessionaire within ten (10) business days.  
  
If damages are found, MARC shall offer the Concessionaire the opportunity to repair the damages to MARC's satisfaction. If Concessionaire fails to repair the damages within five days, MARC shall use some or all of the security deposit to repair the damages and reimburse any MARC time spent on the repairs (at a rate of \$35/hour) and/or \$85 for the removal of excess trash which will not fit into the Montour Preserve's dumpster. Any remaining funds from the security deposit shall then be returned to the Concessionaire. If repair and cleanup costs exceed \$250, Concessionaire shall be required to reimburse to MARC any additional amounts required to complete the necessary repairs.
29. Concessionaire shall pay to MARC an annual fee and/or a percentage of their annual gross receipts, such fee to be as mutually agreed during the negotiation of the Agreement. Concessionaire shall propose a payment schedule as part of their proposal.
30. Within ten days of the termination of the Agreement for any reason, Concessionaire shall remove all materials from the Montour Preserve and shall leave the site in good, clean condition.



# MONTOUR PRESERVE WATERCRAFT CONCESSIONAIRE PROPOSAL

(PLEASE ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME OF INDIVIDUAL(S) SUBMITTING PROPOSAL	
DOING BUSINESS AS (IF APPLICABLE)	
WEBSITE (IF APPLICABLE)	
MAILING ADDRESS	
EMAIL ADDRESS	
PHONE NUMBER	
PERSONAL / BUSINESS REFERENCE #1 NAME	
PERSONAL / BUSINESS REFERENCE #1 PHONE / EMAIL	
PERSONAL / BUSINESS REFERENCE #2 NAME	
PERSONAL / BUSINESS REFERENCE #2 PHONE / EMAIL	
PERSONAL / BUSINESS REFERENCE #3 NAME	
PERSONAL / BUSINESS REFERENCE #3 PHONE / EMAIL	
PROPOSED OPERATIONAL START DATE	
PROPOSED OPERATIONAL END DATE	
PROPOSED DAYS OF WEEK OPERATION	
PROPOSED TIMES OF DAY OPERATION	
ANTICIPATED AREA REQUIRED FOR OPERATION (LENGTH X WIDTH)	
ELECTRICAL SERVICE REQUIRED (YES OR NO)	
PROPOSED ANNUAL FEE AND/OR PERCENTAGE OF GROSS RECEIPTS TO BE PAID TO MARC (PLEASE INCLUDE PROPOSED PAYMENT SCHEDULE)	

## **MONTOUR PRESERVE WATERCRAFT CONCESSIONAIRE PROPOSAL (CONTINUED)**

PLEASE PROVIDE A SUMMARY OF YOUR RELEVANT EXPERIENCE. PLEASE INCLUDE ANY RELEVANT SAFETY TRAINING OR OTHER CREDENTIALS.

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PLEASE DESCRIBE YOUR CUSTOMER SAFETY PLAN AND ANY SAFETY EQUIPMENT YOU PROPOSE TO HAVE ON SITE AS PART OF YOUR OPERATION.

# MONTOUR PRESERVE WATERCRAFT CONCESSIONAIRE PROPOSAL (CONTINUED)

PLEASE LIST THE TYPES AND QUANTITIES OF WATERCRAFT YOU PROPOSE TO OFFER FOR RENT.

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DO YOU PROPOSE TO ALSO RENT / SELL FISHING, BOATING, AND/OR PICNIC SUPPLIES AS PART OF YOUR OPERATION? IF SO, PLEASE PROVIDE SPECIFIC DETAIL OF THE ITEMS YOU PROPOSE TO RENT OR SELL.

## **MONTOUR PRESERVE WATERCRAFT CONCESSIONAIRE PROPOSAL (CONTINUED)**

PLEASE DESCRIBE YOUR PROPOSED OPERATIONAL PLAN IN SUFFICIENT DETAIL TO ALLOW MARC TO BETTER UNDERSTAND YOUR PROPOSAL. PLEASE PROVIDE ANY OTHER INFORMATION YOU WOULD LIKE MARC TO CONSIDER. ATTACH ADDITIONAL SHEETS, PHOTOS, ETC. AS NEEDED.

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