



CITY OF DULUTH
REQUEST FOR PROPOSALS FOR
BAYFRONT FESTIVAL PARK MANAGEMENT

RFP NUMBER 24-AA13
ISSUED OCTOBER 29, 2024

PROPOSALS DUE FRIDAY, NOVEMBER 22

SUBMIT TO

CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802

PART I - GENERAL INFORMATION

I-1.Introduction and Project Summary. The City is seeking proposals from organizations with experience in event coordination, operations, and management to coordinate seasonal use of Bayfront Festival Park on behalf of the City of Duluth. Additional detail is provided in **Part IV** of this RFP.

Bayfront Festival Park (the “Park”) is a City-owned public park event space with an estimated capacity of up to 10,000 attendees that is traditionally operated by a third-party. Events range from small private events to film productions, community festivals, art festivals, concerts, and much more. A third-party operator provides year-round customer service for Park use and works closely with the City of Duluth and Bentleyville to coordinate public benefit and access to the Park throughout the year.

Onsite use and operations leads change throughout the year. Annually, the park functions as a public skating rink operated and maintained by the City, and includes Parks and Recreation programs and services from January through April. It then transitions to a Summer event space May-September, and then operations transition to Bentleyville to setup and operate the seasonal lights display from September through December. While onsite operations leads change throughout the year, the Park operator selected through this RFP process will be responsible for year-round customer service and coordination necessary to plan for the Summer season.

At the City, Bayfront Festival Park is an Enterprise Fund. Historically, the third-party operator was paid a base rate to operate the Park for the Summer season, with the ability to charge for and collect additional revenues on an event-by-event basis. Rental fees for the park traditionally were passed back to the City and deposited into the Enterprise Fund, which is the sole source of capital improvement funds for the park. The City wishes to re-evaluate this model to determine the most mutually-beneficial financial model to sustain the Park, support the operator’s needs, and ensure public access and enjoyment continues long into the future.

The maximum period of this operating agreement shall not exceed 5 years (2025-2029) with an expiration date of December 31, 2029.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal Conference (optional)	November 6 at 1pm
Responses from Pre-proposal Conference posted online	November 8
Deadline to submit Questions via email to purchasing@duluthmn.gov	November 12 at Noon
Answers to questions will be posted to the City website no later than this date.	November 15
Proposals must be received in the Purchasing Office by 3 PM on this date.	November 22
Interviews tentatively scheduled the week of:	December 2

I-3. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-4. Pre-proposal Conference. The City will hold an **OPTIONAL** pre-proposal conference as specified in the Calendar of Events. Interested Bidders can attend via Microsoft Teams meeting, link to be posted online at <https://duluthmn.gov/purchasing/bids-request-for-proposals/>.

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-6. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

I-7. Proposals. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format. The Cost Submittal and USB flash drive should be in a separate sealed envelope

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

I-8. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

I-9. Award. The agreement award amount will be based upon City-provided baseline funding and a shared revenue model that is mutually beneficial to operator and City.

I-10. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by December 31, 2029. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

I-11. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and

other public or private entities with whom your company is currently, or have been, employed and which may be affected.

- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-12. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

Scored Questions - Each worth 8 points totaling up to 80 points in all:

1. What makes your firm uniquely qualified to operate Bayfront Festival park?
 - a. Include number of events, type(s) of event centers, locations, familiarity with the Duluth, region, size of events, etc.
2. Describe your technical experience and/or knowledge of the Bayfront Festival Park operations.
 - a. Include familiarity and/or knowledge of: utilities, irrigation system, building controls, internet services, various site uses, etc.
3. Describe your proposed communications plan with the City of Duluth and event coordinators, promoters, renters, etc. to ensure this vibrant event center remains so for all users.
 - a. Clarify roles and responsibilities amongst all parties
 - b. Include frequency, duration, intended content, etc.
 - c. How will you hold event organizers accountable to the rules and policies for the Park?
 - i. Damages, non-compliant use, etc.
 - ii. Reporting of such issues to City
4. Describe your marketing and promotions strategy for Bayfront Festival Park.
 - a. Include who will handle which parts of marketing, promotions, sponsorships, etc.
5. Describe and detail your proposed staffing model to support all aspects of event coordination at Bayfront Festival Park.
 - a. Include roles for scheduling, contracting, financial management, load in/out, during events, setup/takedown, marketing, promotions, etc.
 - b. What specific personnel support do you need from the City of Duluth to ensure high quality events?
6. Propose your plan for foundational event services such as tents, porta-potties, waste management, and custodial services. Be clear about who you propose to hold which contracts, and how those contracts will be paid for.

- a. Include placement locations, rotations, delivery/cleaning/removal, supplies, etc.
 - b. What specific services do you expect from the City of Duluth?
 - c. Describe how these expenses will be negotiated both with the vendor/supplier and with the event organizer/promoter for rates and who covers which costs.
7. What other suppliers or vendors do you anticipate will be involved in events at Bayfront, and how will you negotiate their terms amongst your business, the event organizer, promoter, City, etc?
8. While each event is unique in certain aspects, a consistent approach at the site is needed, but may have impacts to long-standing events. How do you propose to balance consistency and individuality of events?
9. Are you willing to assume coordination of the City of Duluth's annual Fourth Fest Event and fireworks? If yes, please describe any requirements you may have for putting on this event.
 - a. If financially related, please include those numbers with your Cost submission only.
10. **References:** Provide contact information (phone and email) for three references who can speak to your firm's ability to coordinate, manage, and support high-quality outdoor events similar to those that have traditionally occurred at Bayfront Festival Park.

Non-scored question(s) – answers are optional and will not affect final score nor selection:

1. What immediate investments do you recommend to the City of Duluth in Bayfront Festival Park to improve event experience, recruit events, etc?
2. What long-term investments do you recommend to the City of Duluth in Bayfront Festival Park to improve event experience, recruit events, etc?

Cost – Submit in a separate sealed envelope:

In consideration of the exclusive right to operate the Park seasonally for the 5 year period, candidate must stipulate the percent of gross revenues the candidate is willing to pay to the City of Duluth from all fees collected each year.

Include the following budget information:

- a. All anticipated sources of revenue
- b. Baseline compensation your business requires to operate Bayfront Festival Park
- c. Proposed revenue sharing with the City including defined percents of each type of revenue to be provided to the City.

Example: Revenue may include but may not be limited to: base compensation from City, rental fees, parking, food/beverage, ticketing, deposits/damages, sponsorships, and in-kind services that defray costs.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Scored Questions 1-10 above	80%
Cost Proposal	20%

PART IV – PROJECT DETAIL

A. Purpose and Intent:

It is the purpose and intent of the City of Duluth to designate an operator who will be diligent in the operation and maintenance of the Park and to do those things necessary to provide the public with an enjoyable Park experience that ensures the long-term sustainability of the Park.

B. Description of Site and Facilities (See site map attached as Appendix B):

The Park is located at 700 Railroad Street. Pedestrian access to the park includes pathways and trails from three directions, and vehicular access is available from Railroad Street through a gravel-surfaced parking lot. Unless otherwise specified, all facilities are owned by the City. Most facilities are at or around 20 years old, with some improvements or enhancements conducted over the past two decades. Notable site and facilities include:

- a. Gravel parking lot—Owned by DEDA, operated by the Park operator selected via this agreement and in coordination with Bentleyville. Services all Park events and reservations, free or fee-based, pending the terms of individual event contracts between the operator and event organizers.
- b. Paved parking lot—Meant to service public access to the playground.
- c. Playground—Maintained by the City. Not for exclusive permit nor reservation. To remain open to the public at all times in compliance with City ordinance and policies.
- d. Gravel surface ice rink—Adjacent to the Bayfront Family Center, partially on City property and partially on DEDA property. Certain uses of the area create an uneven surface that challenges winter ice-making for public skating access. Terms of use of this area must be discussed and agreed upon amongst all parties in final contract.

- e. Bayfront Family Center—Use of this building aligns with operating months listed above. Includes small office, utility room, open area, two single-stall restrooms, storage closet.
- f. Public restrooms—The City will maintain the public restrooms on non-event days. On reserved days, the operator is responsible for bathroom cleaning. Bathrooms are equipped with hard key locks and automated locking mechanisms.
- g. Trails and pathways—Portions of trails around and through the Park connect to public trail systems, including the Lakewalk and Cross-City Trail. Balancing public trail access and private event production requires collaboration and coordination amongst numerous parties. Some trails may be closed, while others may be required to remain open throughout different seasons.
- h. Natural turf event space—Includes City-operated irrigation system, trees, benches, paved areas, etc.
- i. Pavilion—Large open-air pavilion equipped with electrical and internet hook ups for small to large scale event production.
- j. Stage—Owned by the City of Duluth and stored by a local vendor who sets up/takes down the stage based on rental requests to the operator for it. The stage is large, aging, and soon due for additional decking replacements. The City is interested in moving away from stage ownership, but realizes this may require a transition timeline for some events over the next 1-2 years.

C. Dates and Hours of Operation

The City is seeking an operator to coordinate events in the Park from May 1 through September 15 annually. Typical park hours align with City ordinance, and vary by day of the week. Generally, these are: Sunday-Thursday: begin not earlier than 8 am, amplified sound concludes by 10 pm, and events conclude by 11 pm. For Friday-Saturday: begin not earlier than 8 am, amplified sound concludes by 11 pm, and events conclude by 11:59 pm.

Overnight camping in the park is prohibited. Overnight security is allowed, and is the responsibility of the operator and/or event organizer per the terms of their negotiated contracts.

The selected Operator must provide onsite staffing during all scheduled events, including load in/out of all vendors and sub-contractors. Throughout the entire year, operator must provide a point of contact available by phone and/or email to receive and respond to inquiries within 24 hours.

D. Cleaning and Maintenance

General maintenance of the park including mowing, irrigation, forestry, ice flooding, and general grounds keeping, etc. has been provided by the City's Park Maintenance Division. Facility-specific maintenance and improvements, as well as utility locates, plumbing, electrical, are supported by the Property and Facilities Management Division.

A pre and post walk-through of the Park shall occur annually with City staff and the operator. The Park operator is responsible for all cleaning of the Bayfront Family Center from May 1-September 15.

Operator will meet with City staff assigned to this park on a regular basis to ensure maintenance, repairs, damages, and other issues are being addressed by each party accordingly. Operator is responsible for the repair of damage done by events to the Park and must ensure that damage reports are complete, communicated to the City in a timely fashion, and that deposits are held and as appropriate.

E. Utilities and Supplies

The City is responsible for all utilities servicing the Park, except for any additional needs for internet provision.

The City will provide supplies for restrooms in the Bayfront Family Center and the Public Restrooms.

The operator is responsible for securing equipment necessary to host events as needed (ex: lifts, ladders, etc.)

F. Marketing and Advertising

The operator shall be responsible for all marketing and/or advertising for the Park. This may include but not be limited to web-based media, printed materials, soliciting sponsorships both seasonally and on an event-by-event basis in collaboration with event organizers. All marketing and advertising costs shall be at the operator's expense.

In addition, operator shall be responsible for coordinating information, schedules, policies, and other information on the www.bayfrontfestivalpark.org website. This website is owned by the City and maintained by the operator. Non-Bayfront Festival Park content is prohibited on this website.

G. Pets at the Park

All Park visitors, event organizers, etc. must comply with City ordinances applicable to pets. The operator is responsible for ensuring that pets at the Park during scheduled and contracted events are compliant, and may request pet owners to come into compliance or depart the premises. Operator may choose to disallow pets for any events it so chooses, but must negotiate such terms into contracts with event organizers. Any planned deviation from City ordinance must be submitted in writing to the Director of Parks and Recreation or their designee for final approval.

H. Food, Beverage, Alcohol, Licenses

Events at the Park frequently include the service of food, beverages, and/or alcohol. Licenses for these items and all other operations at the Park are the responsibility of the operator. The operator must ensure that all food, beverage, and alcohol vendors have

secured the required permits to sell and/or give out their products and meet all applicable licensing laws, codes, ordinances, and standards.

I. Financial Considerations

Historically, the Park operator has been compensated a base rate for their services at the Park, sourced from the annual Tourism Tax Fund. These past amounts were:

2024 \$82,900
 2023 \$71,292
 2022 \$71,292
 2021 \$71,292
 2020 \$69,216

The City anticipates an increase to this allocation in 2025, but as of posting of this RFP, the amount has not yet been approved by Council.

Historically, the City received all rental fees as previously described in contracts and the Council-approved Fee Schedule. Moving forward, the City acknowledges a range of sources comprise the revenue generation potential at the site. These include but may not be limited to: rental fees, parking, food/beverage, alcohol, ticketing, deposits/damages, sponsorships, etc.

For reference, the following fees have been proposed for FY2025, and are pending final approval by City Council (anticipated in late 2024). These fees serve as the base rate for site rentals, and may be negotiated differently in the final terms of a contract with the selected Park operator:

Bayfront Festival Park - Alcohol Consumption Fee	150.00
Bayfront Festival Park - Playfront Parking Lot - Per Vehicle During Special Events - maximum	15.00
Bayfront Festival Park - Playfront Parking Lot - Per Vehicle During Special Events - minimum	5.00
Bayfront Festival Park - Use of Bayfront Family Center - per day	450.00
Bayfront Festival Park - Use of Bayfront Park Plaza - per day	1,200.00
Bayfront Festival Park - Use of Entire Park - Damage/cleanup deposit (refundable if park left in acceptable condition)	2,500.00
Bayfront Festival Park - Use of Entire Park - Stage Rental - per day	650.00
Bayfront Festival Park - Use of Entire Park - Usage fee/per day	1,750.00
Bayfront Festival Park - Use of Entire Park - Usage fee/per day - Pursuant to Contract Approved by Council -	Fee as established by contract (advanced payment required)

J. Payment Schedule

Historically, the operator was paid equal monthly installments for the duration of the contract/year. Moving forward, the City is open to proposals for similar or alternate payment schedules.

K. Reporting Requirements

Operator will be required to submit monthly and season-end reports to detail financial performance, attendance, event schedules, etc.

Appendices

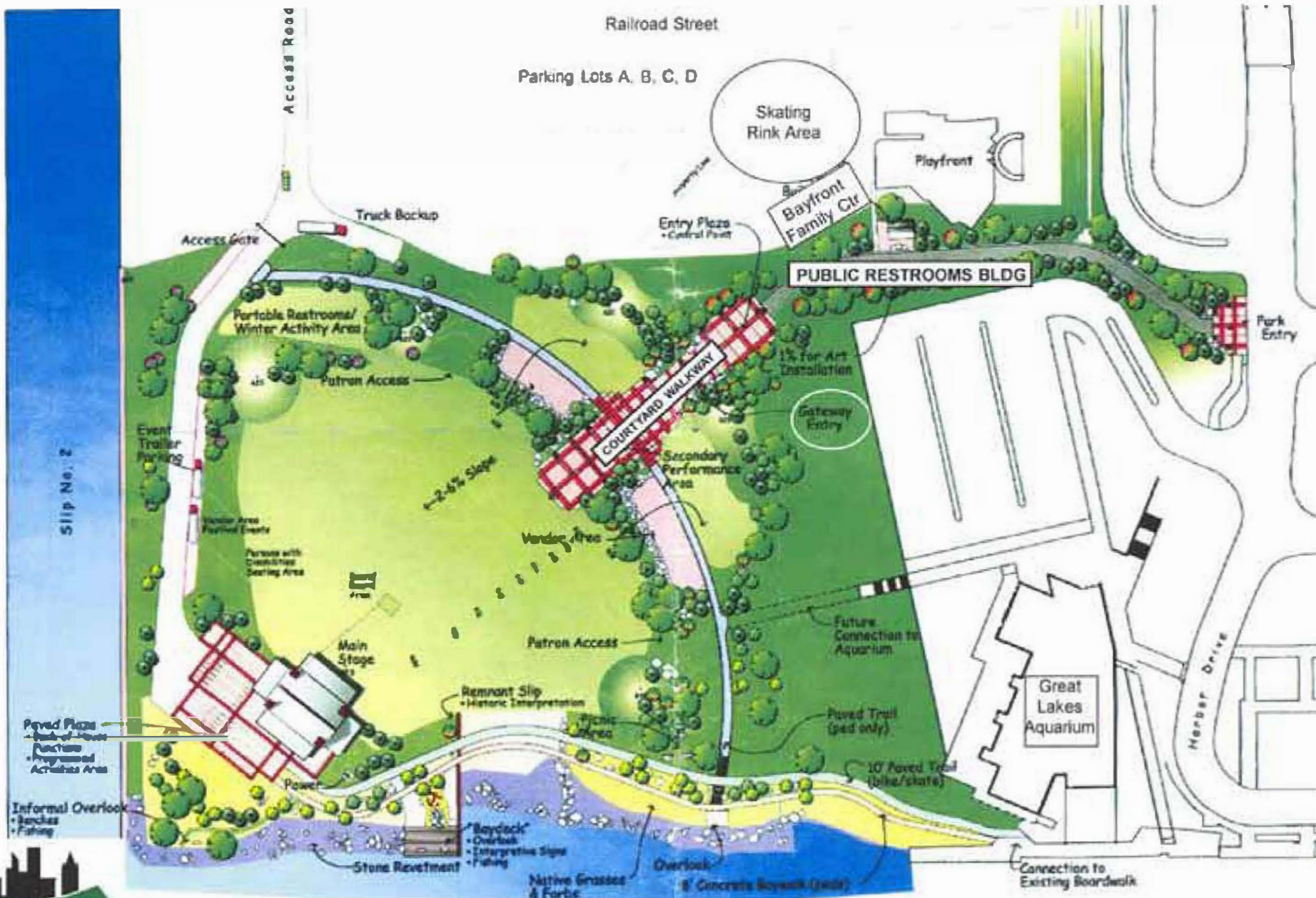
Appendix A: Cover Page

Appendix B: Site and Facilities Map

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-AA13**

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

APPENDIX B – SITE AND FACILITIES MAP
CITY OF DULUTH
RFP# 24-AA13
BAYFRONT FESTIVAL PARK MANAGEMENT



Paved Plaza
 • Park of Events
 • Functions
 • Programmed Activities Area

Informal Overlook
 • Benches
 • Fishing



BAYFRONT FESTIVAL PARK

BAYFRONT PARK and BAYFRONT FAMILY CENTER