|  |  |
| --- | --- |
| **REQUEST FOR QUALIFICATIONS**  **LAKESIDE PARK HARBOR MARINA & MARINE SUPPLY STORE**  **CITY OF FOND DU LAC, WISCONSIN** | |
|  | logo  Prepared By:  City of Fond du Lac  Purchasing  P.O. Box 150  160 South Macy Street  Fond du Lac, WI 54936-0150  Telephone: (920) 322-3470  Fax: (920) 322-3471  [www.fdl.wi.gov](http://www.fdl.wi.gov) |

*The City of Fond du Lac is requesting proposals for the operation of the marina and marine supply store located at 555 North Park Avenue at Lakeside Park in Fond du Lac, WI. The requirements of the City are outlined within this document. Proposals will be received until 4:00 PM January 28, 2021. Each proposal shall be submitted to the Purchasing Manager of the City at:*

City of Fond du Lac

Attn: Purchasing

PO Box 150

Fond du Lac, WI 54936-0150

*Or they may be submitted electronically to:* [*jmusack@fdl.wi.gov*](mailto:jmusack@fdl.wi.gov)*.*

**Location:**

* 1. The Lakeside Park Marina & Marine Supply Store is located at 555 North Park Avenue in the City of Fond du Lac.

**Time of Operation:**

* 1. The awardee will provide coverage for the 2021 and 2022 boating seasons. The contract will be subject to an annual review of performance, audit of records by the City, and negotiation of terms of the agreement.

**Hours of Operation:**

* 1. May 1 through October 15
  2. Memorial Day through Labor Day the minimum hours of operation will be:

|  |  |
| --- | --- |
| Sunday | 9:00 a.m. to 6:00 p.m. |
| Monday | 3:00 p.m. to 7:00 p.m. |
| Tuesday | 3:00 p.m. to 7:00 p.m. |
| Wednesday | 3:00 p.m. to 7:00 p.m. |
| Thursday | 3:00 p.m. to 7:00 p.m. |
| Friday | 11:00 a.m. to 8:00 p.m. |
| Saturday | 9:00 a.m. to 8:00 p.m. |

Hours and days of operation will vary before Memorial Day and after Labor Day. Operating hours shall be posted. Additional hours may be offered at the discretion of the Harbormaster; and approved by the Parks Superintendent.

**SPECIFICATIONS:**

1. **Payment –** The City will pay the Harbormaster $29,000 for 2020 and $30,000 for 2021 to operate the Lakeside Harbor Marina & Marine Supply store according to specifications.
2. **Schedule of Payment** – The Harbormaster will receive payment according to the following schedule:

25% by May 15 – pending receipt of certificate of insurance

25% by June 15

25% by August 15

25% upon submission of final financial report

1. **Inspection of Records**. The Harbormaster shall keep accurate records of sales by means of cash register tapes, and shall also keep accurate records of all purchases, and inventories. All records shall be available for inspection by the City at any reasonable time. A complete annual detailed operating statement shall be provided to the City for each concession on or before December 31st each year.
2. **Scope of Concession.**
   1. Popcorn, pre-packaged food items such as candy bars, ice cream bars, canned and dispensed soft drinks and picnic supplies may also be sold. No wines, liquors, or intoxicating beverages shall be sold, dispensed, given away, or provided in any way from the concession stores, except if Harbormaster applies for and obtains the appropriate liquor license.
   2. All services in the "Scope of Concession" shall be provided to the general public without discrimination as to sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, status as victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry.
   3. All concessions, foods and beverages shall be stored and dispensed only in a manner approved by the Fond du Lac County Health Department.
   4. There shall be a responsible person, who must be at least 18 years of age, in charge of and on the premises during open hours of the store.
   5. Harbormaster will have exclusive use of the Lakeside Park Harbor Marina and Concession Store pursuant to the terms of this Agreement. However, this Agreement is not intended to grant Harbormaster an exclusive franchise in Lakeside Park. The City specifically reserves the right during the term of this Agreement to grant additional franchises to, enter into contracts with, or otherwise permit other vendors to provide goods and services in Lakeside Park at any location deemed appropriate by the City. The City shall not be held responsible or liable to Harbormaster for any alleged damages or loss of business that may be caused by permitting other vendors to operate in Lakeside Park.
   6. Enumerated marine services may include, but are not limited to:
      1. Sell and dispense fuel oil and oil products. Profit from sales retained by Harbormaster
      2. Minimum engine and boat maintenance materials.
      3. Block and cube ice, by means of vending machines located outside service building.
      4. Food services, such as soft drinks, pre-packaged food, fishing tackle and other similar items.
      5. The prices which Harbormaster charges for said services will be reasonable and will not be in excess of prices prevailing elsewhere for the same kind and quality of services.
3. **Signs, Alterations, Repairs or Improvements**. Harbormaster shall not make any alterations, repairs or improvements to the concession store or to the area surrounding without obtaining the prior written consent of the Park Superintendent. Request to make any alterations, repairs or improvements shall be made at the expense of Harbormaster and shall become property of the City. Harbormaster shall not post any advertising signs on the exterior or interior walls of the building but shall provide such information to the public on portable, self –supporting signs which may be kept inside the building when the concession stand is closed. Such signs shall be furnished by the Harbormaster.
4. **Maintenance of Concession Store Area**. Harbormaster shall be responsible for the reasonable and proper care of the concession portion of the Marina building and shall repair, or cause to be repaired, any damages to City property caused by himself, his employees, agents, guests or patrons. The Harbormaster shall keep and maintain the concession store and exterior service areas in a clean and sanitary condition, and shall comply with the rules and regulations of the City Inspection Department. The city agrees that the Harbormasters inventory and equipment are his, alone, to use under the terms of this agreement. The City agrees the Harbormaster may store his inventory and equipment in the Harbor Concession. Both parties will take reasonable steps to protect and safeguard the Harbormasters inventory and equipment.
5. **Utilities**. Water, gas and electric services will be provided by the City of Fond du Lac for the concession store.
6. **Compliance with Laws.** Harbormaster shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States Government, the State of Wisconsin, and the City and County of Fond du Lac, or any department or agency of the above. Harbormaster shall obtain all necessary licenses and permits, including soda and Class A beer license if applicable.
7. **Equipment**. Harbormaster shall supply suitable first aid kit and fire extinguishers, supply and operate a hailer to communicate with incoming boats, and to supply and operate a VHF FM marine radio.
8. **Destruction of Premises**. If during the term of this agreement, the premises are destroyed or damaged by Acts of God or other catastrophe so that the same is unfit for occupancy or use, the requirements under this agreement shall abate, if or until such time as the premises shall have been duly repaired and restored by the City, whereupon either party may terminate this lease or continue thereunder pursuant to the terms and conditions of this agreement.
9. **Subletting and Assignment**. Harbormaster shall not sublet the whole or any part of the premises, nor assign or mortgage the concession agreement or any or all of its rights hereunder without the prior written consent of the City Manager.
10. **Indemnity**. Harbormaster shall indemnify, save, and hold harmless the City and all of its officers, agents and employees, from any and all claims for losses, injuries, damages and liability to persons or property occasioned wholly or in part by the acts or omissions of Harbormaster, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of Harbormaster.
11. **Insurance.** Harbormaster shall purchase and maintain the following insurance during the term of this agreement:
    1. Commercial General Liability coverage, together with excess or umbrella liability policies in an amount not less than $1,000,000 for injury to one person in one accident, and $2,000,000 for injury to more than one person in one accident.
    2. Property damage insurance in an amount not less than $1,000,000.
    3. Workmen’s Compensation Insurance to meet Wisconsin Statutory requirements, and Employers Liability insurance with sufficient limits to meet underlying excess or umbrella insurance requirements.
    4. Pollution Liability coverage in an amount of $1,000,000 per occurrence/aggregate.
    5. This coverage shall also include all vehicles utilized by the Harbormaster, whether owned, non-owned or hired by him.
    6. Property insurance in an amount equal to the value of the contents belonging to the Harbormaster.
    7. The stated limits above can be obtained through individual policies or in conjunction with an umbrella policy to arrive at the total limits requested.
    8. A certificate of insurance shall be filed with the City as proof of such insurance, endorsing the City of Fond du Lac as an additional insured. All insurance premiums shall be the obligation of and shall be paid by the Harbormaster
12. **Breach of Contract**. In the event of any breach of any of the terms or provisions of this agreement, the City shall have, in addition to any other recourse, the right to terminate this agreement, to enter and obtain possession of the entire premises, to remove and exclude any and all persons from the premises and to remove and exclude all property of the Harbormaster therefrom, all without service of notice or resort to legal process and without any legal liability on its part.
13. **Inspection by City**. The City shall have the right to make inspections at any reasonable time to insure compliance with this agreement.
14. **Provision for Mail Service**. The Harbormaster shall provide all vendors, suppliers, licensing or governmental agencies, or anyone involved in the business operation of the harbor concession store with a business mailing address. All advertising shall also include such business mailing address. Mail service will not be provided by the Park Office.
15. **Surrender of Premises upon Termination**. Upon the termination of this agreement, Harbormaster shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions thereto, in good order and condition, reasonable wear and tear excepted. The entire facility shall be thoroughly cleaned, to the satisfaction of the Superintendent of Parks. This clean-up shall be accomplished within fourteen (14) days following the termination date of the agreement to operate the concession store. The City will request the incoming Harbormaster purchase all fuel left in the tanks at a price negotiated between the two parties.
16. **Additional Information:**
17. Harbormaster shall also function as Dock Master and be responsible for the operation of the City-owned docking and marina facilities. The current Fond du Lac Boat Slip Policy and Regulations will also be utilized, adhered to and will be made a part of this contract. Dock Master functions and duties include, but are not limited to the following:
    1. Assist authorities in maintaining the general law and order of the slip and dock area, e.g. alert Police Department when unauthorized persons are loitering on or about boats.
    2. Contact Police Department when boats are being fueled illegally or when illegal boating is occurring in the harbor.
    3. Rental on a daily basis of any slips as they become available, including the ends of the piers. No renter using daily rental can extend beyond 30 days of continuous rentals. The collection of fees for daily or overnight docking (said fees to be retained by the Harbormaster) at rates set forth in the current Boat Slip Policy and Regulations.
    4. Harbormaster (dock master) shall also be responsible for the operation and routine maintenance of sanitary pumping facility for boats. The fees shall be collected and retained by the Harbormaster.
    5. Issue violation to boaters not complying with “Slip Policy” and regulations, retaining a record and forwarding a copy to the Parks Office.
    6. Provide the City Park Division with the name, address, and phone number of any employee who will be performing duties of dock master.
    7. Daily a.m. dock and marina area shall include an inspection of all docks, buildings, and equipment for damage, maintenance needs, and safety. The Park Office is to be notified as needed.
    8. Train all employees in safe, Coast Guard approved operation procedures involved in dock master duties, including sanitary pumping and refueling operations.
    9. Inform the public and boaters of available facilities such as mooring space, animal walking areas and restrictions, parking areas and permits. Refer the public to the Park Office as needed.
18. **Key Rates for Restrooms and Showers:** Rates for key privileges are to be determined, collected, and retained by the Harbormaster. Locks for men’s and women’s restrooms and showers shall be keyed alike.
19. **Restrooms:** All restrooms in the Park are to be maintained by the City Park Division. These restroom facilities are to open to the general public at times to be determined by the Park Superintendent. The shower facility will be available by key privilege only. During other hours, the restrooms will be locked, with key privileges for boat owners utilizing the harbor facilities provided by the Harbormaster. It is also understood and agreed, that the City of Fond du Lac may open the facilities for the convenience of the general public for any City function and in those cases, supervision and maintenance shall be the responsibility of the City of Fond du Lac.
20. Further information, if needed, may be obtained by contacting the Park Superintendent at 920-322-3592. A copy of the eventual contract is included at the end of this document for your review.

**Selection Criteria:**

The objective of this RFQ is to provide dependable and consistent Harbor Marina and Marine Supply store services at Lakeside Park. The successful proposer will be selected after evaluation of the RFQ elements:

* Experience/References
* Product Offering

No contract shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default to the City upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the City.

The City reserves the right to:

* Reject any or all proposals, and to waive minor irregularities in any proposal
* Request clarification of information submitted and to request additional information of any proposer
* Screen vendors for background checks and credit checks
* Award contract based on what is in the best interests of the City of Fond du Lac and its citizens
* Award contract to next most qualified contractor if the selected vendor does not execute an agreement within 15 days after the award of the proposal.
* Request additional information from each applicant and to request additional oral interviews

***2021-2022 Lakeside Park Harbormaster Proposal Form***

Organization Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Structure:

( ) Sole Proprietorship ( ) Partnership ( ) Joint Venture ( ) Corporation ( ) Non-profit

Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Complete the following questions. Attach additional pages if necessary.***

1. Describe your background, ability, and experience in providing harbor/dock master services in a park or other public/private setting. Include number of years of food and beverage concession experience, locations of previous experience, and any other pertinent information. If services were provided under a previous business name, please provide.
2. Describe your process for screening employees and or volunteers for criminal history to ensure that persons with extensive criminal history or crimes of violence against others will not be employed.
3. List a minimum of three references related to recent experience pertaining to marina operation:
   1. Reference 1
      1. Business Name:
      2. Contact Person:
      3. Phone Number:
      4. Other info:
   2. Reference 2
      1. Business Name:
      2. Contact Person:
      3. Phone Number:
      4. Other info:
   3. Reference 3
      1. Business Name:
      2. Contact Person:
      3. Phone Number:
      4. Other info:
4. Have you or your business ever been involved in any litigation? If so please explain.
5. Are you prepared to accept cash, credit, and debit payments? If not list what you can accept.
6. Explain the process you will use to verify sales.
7. List the proposed food and drink products to be sold at the Marine Supply area. Provide proposed prices or criteria by which future pricing will be determined.

**CONTRACT**

**HARBORMASTER FOR LAKESIDE PARK MARINA AND MARINE SUPPLY STORE**

THIS AGREEMENT, made and entered into this day of , 2021, by and between the CITY OF FOND DU LAC, a Wisconsin municipal corporation, hereinafter called “City” and , hereafter called “Harbormaster”.

W I T N E S S E T H:

WHEREAS, City is the owner of premises commonly known as “LAKESIDE PARK HARBOR MARINA & MARINE SUPPLY STORE” and has the power to grant rights and privileges with respect thereto; and

WHEREAS, Harbormaster is desirous of obtaining certain rights and privileges upon terms and conditions hereinafter provided in City specifications to be considered part of this contract.

NOW, THEREFORE, in consideration of the premises, covenants, terms and conditions hereinafter contained, the parties mutually agree as follows:

1. Location. The Lakeside Park Harbor Marina is located at 555 North Park Avenue in the City of Fond du Lac.
2. Terms of Agreement. The term of this agreement shall be for the 2021 and 2022 seasons. This contract may be renewed on an annual basis upon the mutual consent of the parties.
3. Schedule of Payment. The payment to the Harbormaster for operating the Harbor Marina and Concession Store will be in the amount as follows
   1. 25% by May 15 pending receipt of valid certificate of insurance
   2. 25% by June 15
   3. 25% by August 15
   4. 25% upon submission of final financial report
   5. A full operating statement of the 2021 and 2022 boating season shall be provided by the Harbormaster for review by the City on or before December 31 after each season.
4. Time of Operation. The Harbormaster agrees to open these facilities on the dates and times provided in the City Specifications.
5. City Specifications. The City Specifications attached hereto are hereby incorporated by reference and shall be considered a part of this contract as if set forth herein.
6. Breach of Contract. In the event of any breach of any of the terms or provisions of this agreement, the City shall have, in addition to any other recourse, the right to terminate this agreement, to enter and obtain possession of the entire premises, to remove and exclude any and all persons from the premises and to remove and exclude all property of the Harbormaster therefrom, all without service of notice or resort to legal process and without any legal liability on its part.
7. Governmental Immunity. The City of Fond du Lac is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats.  Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.
8. Notices**.** Notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended or five days following deposit into the United States Mail (certified mail, return receipt requested or first class postage prepaid) addressed to such party at the address set forth below:

To the City: City Clerk

City of Fond du Lac

160 South Macy Street

Fond du Lac, WI 54935-0150

To Harbormaster

1. **Governing Law.** The Laws of the State of Wisconsin shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the day and year first written above.

CONTRACTOR

(Contractor Signature)

Name and Title

Name and Title

CITY OF FOND DU LAC

City Manager

Director of Administration City Clerk

Approved as to form:

City Attorney Date