REQUEST FOR PROPOSALS
LAKESIDE PARK HARBOR MARINA & CONCESSION STORE
CITY OF FOND DU LAC

The City of Fond du Lac (“City”) is soliciting proposals to operate the Lakeside Park Marina and Concession Store located at 555 N Park Avenue in the City of Fond du lac.

Proposals shall be submitted to the following person and address:
   John Redmond
   Parks Superintendent
   P.O. Box 150
   Fond du Lac, WI 54936-0150

All proposals shall be received no later than the close of business, Friday, March 27th, 2015. Late proposals will not be accepted under any circumstances. Sole responsibility rests with the proposing firm to see that their proposal is received on time.

Mr. Redmond is available to answer questions or make the concession area available for inspection. He can be reached at 920-322-3592 or jredmond@fdl.wi.gov.

The City reserves the right to accept or reject any or all proposals and to accept the proposal deemed most advantageous to the City.
LAKESIDE PARK HARBOR MARINA & CONCESSION STORE

SPECIFICATIONS

LOCATION: The Lakeside Park Harbor Marina & Concession Store is located at 555 North Park Avenue in the City of Fond du Lac.

TIME OF OPERATION:

A. This contract is for the 2015 boating season with an option to renew annually upon mutual agreement before April 1 each year. The contract will be subject to an annual review of performance, audit of records by the City, and negotiation of terms of agreement.

HOURS OF OPERATION – May 1 – October 15

A. Memorial Day thru Labor Day – Minimum hours of operations will be:

SUNDAY 09:00 a.m. to 06:00 p.m.
MONDAY 03:00 p.m. to 07:00 p.m.
TUESDAY 03:00 p.m. to 07:00 p.m.
WEDNESDAY 03:00 p.m. to 07:00 p.m.
THURSDAY 03:00 p.m. to 07:00 p.m.
FRIDAY 11:00 a.m. to 08:00 p.m.
SATURDAY 09:00 a.m. to 08:00 p.m.

Hours and day of operation will vary before Memorial Day and after Labor Day not to exceed 20 hours per week. Operating hours shall be posted and adhered to.

SPECIFICATIONS:

A. **Payment** - The City shall pay the Harbormaster $_______________ to operate the Lakeside Harbor Marina and Concession store according to specifications.

B. **Schedule of Payment** – The Harbormaster shall receive payment according to the following schedule:

   25% by May 15
   25% by June 15
   25% by August 15
   25% by October 15

C. **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, inventories, pump-outs and slip rentals. 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.
D. **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 that canned, pre-packaged fermented malt beverages (beer), may be sold from the concession stores.

2. All services in the "Scope of Concession" shall be provided to the general public without discrimination as to race, creed, color or sex.

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 shall have exclusive use of the Lakeside Park Harbor Marina & 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 include, but are not limited to:
   
   a. Sell and dispense fuel and oil products. Profit from sales retained by Harbormaster. Fuel acquisition cost shall be negotiable.
   
   b. Minimum engine and boat maintenance materials and related services.
   
   c. Block and cube ice, by means of vending machines located outside service building.
   
   d. Food services, such as soft drinks, pre-packaged food, fishing tackle and other similar items.
   
   e. The prices which Harbormaster charges for said services shall be reasonable and shall not be in excess of prices prevailing elsewhere for the same kind and quality of services.

E. **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 the 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 can be placed inside the building when the concession store is closed. Such signs shall be furnished by the Harbormaster.

F. **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.

G. **Utilities.** Water, gas and electric services shall be provided by the City of Fond du Lac for the concession store and electricity only for any additional stands on other approved dates.

H. **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.

I. **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.

J. **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 rental shall abate, if or until such time as the premises shall have been duly repaired and restored by the City, whereupon the lessee at his option may terminate this lease or continue thereunder pursuant to the terms and conditions of this agreement. A pro-rated portion of any rental prepaid prior to such destruction or damage shall be refunded for the period Harbormaster was not allowed the use of the premises.

K. **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.

L. **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.
M. **Insurance.** Harbormaster shall purchase and maintain the following insurance during the term of this agreement:

1. Public liability insurance in an amount not less than $1,000,000 for injury to one person in one accident, and $500,000 for injury to more than one person in one accident.

2. Property damage insurance in an amount not less than $500,000.

3. This coverage shall also include all vehicles utilized by the Harbormaster, whether owned, non-owned or hired by him.

4. Fire insurance in an amount equal to the value of the contents belonging to the Harbormaster.

5. A certificate of insurance shall be filed with the City Clerk as proof of such insurance, naming 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.

N. **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.

O. **Inspection by City.** The City shall have the right to make inspections at any reasonable time to insure compliance with this agreement.

P. **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.

Q. **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.

R. Further information, if needed, may be obtained by contacting (322-3592).

S. Harbormaster shall also function as Dockmaster 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. Dockmaster 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. The collection of fees for daily or overnight docking (said fees to be retained by Harbormaster) at rates set forth in the current Boatslip Policy and Regulations.

4. Harbormaster (dock master) shall also be responsible for the operation and routine maintenance of a 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 Park Office.

6. Provide the City Park Division with the name, address and phone number of any employee who will be performing the duties of dockmaster.

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 the dockmaster 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.

T. **Key Rates for Restrooms, 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.

U. **Restrooms.** All restrooms in the Park are to be maintained by the City Park Division. These restroom facilities are to be 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 shall be locked, with key privileges for boat owners utilizing 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 will be the responsibility of the City of Fond du Lac.
CONTRACT

LAKESIDE PARK HARBOR MARINA & CONCESSION STORE

THIS AGREEMENT, made and entered into this _________ day of _________, 2015, by and between the CITY OF FOND DU LAC, a Wisconsin municipal corporation, hereinafter called “City” and ______________________, hereafter called “Concessionaire”.

W I T N E S S E T H:

WHEREAS, City is the owner of premises commonly known as “HARBOR MARINA AND CONCESSION STORE” and has the power to grant rights and privileges with respect thereto; and

WHEREAS, Concessionaire 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 Harbor Marina and Concession Store 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 2015 boating season. This contract may be renewed on an annual basis upon the mutual consent of the parties.

3. **Schedule of Payment.** The payment to the Harbor Master for operating the Harbor Marina and Concession Store shall be in the amount as follows:

   - 25% by May 15
   - 25% by June 15
   - 25% by August 15
   - 25% by October 15

   A full operating statement of the 2015 boating season shall be provided by the Concessionaire for review by the City on or before December 31st for each season.

4. **Time of Operation.** The Concessionaire agrees to open this facility 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 Concessionaire therefrom, all without service of notice or resort to legal process and without any legal liability on its part.
7. 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.

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

In the Presence of:                      CONTRACTOR

_______________________________    ________________________________
(Witness)                               (Contractor Signature)

_______________________________
Name and Title

_______________________________
Name and Title

CITY OF FOND DU LAC

_______________________________
(Witness)                               City Manager

_______________________________
Director of Administration               City Clerk

Approved as to form:

_______________________________    ________________________________
City Attorney                             Date