

**PATRIOT PARK CONCESSION OPERATION
BID DOCUMENTS**

1. Notice to Bidders
2. Bid Form
3. Instructions, Project Scope and Specifications
4. Patriot Park Concession Operation Agreement between Park Board and Contractor

BID FORM

PATRIOT PARK CONCESSION OPERATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PERSON EXECUTING CONTRACT: _____

TITLE: _____

MONTHLY BASE RENT BID: \$ _____

PERCENTAGE OF GROSS MONTHLY SALES (in addition to monthly base rent): _____ %

SIGNATURE OF BIDDER: _____

PRINTED SIGNATURE OF BIDDER: _____

TITLE: _____

DATE: _____

INSTRUCTIONS, PROJECT SCOPE & SPECIFICATIONS

FOR PATRIOT PARK CONCESSION OPERATION

Introduction

The intent of this Notice to Bidders (BID) is to establish the general specifications for operating the Patriot Park Concession Operation Patriot Park, 2224 N. 950 West in Michigan City, Indiana. The BID submitted shall incorporate all items listed in the Instructions and Specifications.

1. INSTRUCTION FOR BIDDERS

- A.) A BID must be submitted in a **SEALED ENVELOPE** addressed to the Michigan City Park Board (hereinafter referred to as “Board”) with the return address of the Bidder shown. BID must be clearly marked “**Patriot Park Concession Operation**” on the outside of the envelope.
- B.) All sealed BIDS should be delivered to the Secretary of the Michigan City Park Department, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana on or before **March 21, 2018 at 5:00 pm local time** or to the Board during its regular meeting scheduled to begin on **March 21, 2018 at 5:00 pm local time** in the Council Chambers at City Hall, 100 E. Michigan Boulevard, Michigan City, Indiana when the Board’s presiding official calls the agenda item for receiving and opening of BIDS for the Project. Any BID received after the presiding official declares the time for submitting BIDS closed will not be considered.
- C.) Each BID shall be accompanied by a Bid Bond, signed by both the surety and the Bidder, or Cashier’s Check in an amount not less than ONE THOUSAND DOLLARS (\$1,000.00) of the total BID. The bond or certified check must be made payable to “The Michigan City Park Department.”
- The surety or Cashier’s Check of the successful BIDDER will be retained by the Board until seven (7) days after the winning BIDDER provides the Board with a duly executed contract and required forms and attachments.
 - The surety or Cashier’s Check of the unsuccessful BIDDER(s) will be returned upon the Board making an award for the Project and the successful BIDDER’s timely submission of proof of insurance.
- D.) Each BIDDER must sign and return the following BID DOCUMENTS in your sealed BID:
- Bid Bond
 - Bid Form
 - List of references for similar operations within the past five years

- The following documents from EEO Packet from Human Rights Director entitled “Local Hiring/Equal Employment Opportunity Program and Certification of Applicable Laws:”
 1. Equal Employment Opportunity Clause to be Included in Public Contract
 2. Notice of Non-Discrimination in Employment
 3. Certification of Non-Segregated Facilities
 4. Certification of Compliance with Applicable Laws
 5. E-Verify Affidavit
 6. Non-Investment in Iran Certification
 7. Non-Collusion Affidavit
 8. Affirmative Action and Equal Employment Opportunity Policy Statement

- E.) Please read and follow the Notice to Bidders, as well as all specifications and all bid documents, including the contract, when completing the BID. Should you have any questions regarding specifications, please contact Park Superintendent Jeremy Kienitz at (219) 873-1506 or jkienitz@emichigancity.com.

- F.) The issuance of this Notice to Bidders does not create any obligation on the part of the City to enter into any contract or undertake any financial obligations with respect to the project described herein.

- G.) No Bidder may withdraw any bid within a period of sixty (60) days following the date set for receiving bids. The Michigan City Park Board reserves the right to hold any or all bids for a period of not more than sixty (30) days and said bids shall remain in full force and effect during said period. The Michigan City Park Board reserves the right to reject and/or cancel any and all bids, solicitations and/or offers in whole or in part as specified in the bid documents, and to waive any nonconformity, whenever such actions are in the best interest, as determined solely by the Board.

- H.) The successful bidder shall secure, and/ or execute the following within seven (7) days from the date of Notice of Award of said contract:
 - **Proof of Insurance:** Proof of Insurance as further defined in these Instructions & Specifications and in the exact amounts listed herein. The City of Michigan City, Indiana and the Michigan City Park Board must be named as an additional insured regarding the Commercial General Liability and Automobile Liability. Failure to comply with the exact insurance limits and terms associated with said insurance, within the time limits set forth herein, will result in the termination of any award of said contract.

 - **Agreement for Patriot Park Concession Operation at Patriot Park, Michigan City, Indiana**

The successful Bidder must submit the aforementioned documentation to the Park Superintendent, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana, within seven (7) days from the date of notice of award of said contract

If the successful Bidder fails to timely submit said proof of insurance and Agreement for Patriot Park Concession Operation at Patriot Park, Michigan City, Indiana or fails to otherwise comply with the terms contained herein, the Board may cancel contract, and award contract to the next lowest responsible and responsive Bidder.

Work shall not commence under this contract until Counsel for the Michigan City Park Board has reviewed and approved the documents required to be submitted herein.

- I.) Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the field of operating concession operations. All Bidders must have in their possession or available to them by formal agreement at the time of bidding, personnel, vehicles, devices, tools, and other equipment and supplies necessary to perform the work outlined in the scope of work details.
- J.) The BID will be for all work as shown in 2018 Concession Specifications, outlined herein.
- K.) All Bidders must examine the 2018 Concession Specifications and visit the project site to fully investigate the nature and extent of the work required. Bidders are responsible for becoming familiar with the location and access to the site, availability of utilities, condition of the site, and any existing governing regulatory agencies and permitting processes.

2. 2018 CONCESSION SPECIFICATIONS

Note: Bidders are sometimes referred to as "Vendor" in these Specifications.

- 1. Bidders are responsible for inspection of the areas subject to Lease. These areas are all within Patriot Park and include the following:
 - a. Sideline Concession Stand Building
- 2. Bidders should base their bids on, (a) a monthly flat rate, or (b) monthly flat rate with additional percentage of gross monthly sales. Bidders are advised, however, that no guarantee is promised by the Park Department that the agreed upon amount will be achieved in actual operations during the year of the Lease.

3. Bidders should include the following in their bids:
 - a. Types of food and drinks to be served with proposed pricing.
 - b. Dates of intended operation (inclusive), days of week, and hours. Failure to adhere to the agreed upon hours of operation the Park Department has the right to impose penalties. Also, failure to adhere to the agreed upon hours of operation will result in a breach of the agreement and the Park Department will be entitled to end the agreement.
 - c. Willingness to enter into 1-year lease on 03/21/2018.
 - d. Site maintenance and security plans to be made at vendor's expense.
 - e. Type of bookkeeping plans and willingness to make all financial records to Park Department upon request.
 - f. List vendor's experience in management of public food and beverage establishments.
 - g. Responsibilities vendor expects to be assumed by Park and Recreation Department.
 - h. Legal address and telephone number of vendor.
 - i. Brief personal resume of vendor.
 - j. Any and all additional plans which would enhance attractiveness of vendor's proposal.

4. The following requirements must be provided prior to the execution of the lease.
 - a. Vendor must be able to provide certificates of insurance covering all vendors' liability. (Comprehensive liability)
 - b. Vendor must provide details of any renovation and agree to bear the expense thereof.
 - c. Vendor must provide all equipment necessary to operate his or her business.
 - d. Vendor must be in compliance with all Federal, State, County and City laws governing the operation of such food concessions.

5. Vendor must enter into a standard and accepted form of written commercial lease agreement containing the following general provisions among others:
 - a. Term of lease: One (1) year.
 - b. No sublease shall be permitted without the written consent of the Park Board and a copy of the contract provided to the Park Department.
 - c. Gas and electric to be paid by Lessor. All other utilities to be paid by Lessee (phone service, etc. in conjunction with his/her use only).
 - d. All maintenance of equipment, appliances, furniture, and fixtures to be the obligation of lessee.
 - e. Remedies available to park Board in the event of default including right of re-entry and possession; recovery of damages, attorney fees and court costs.
 - f. Security deposit.
 - g. Rights of parties concerning destruction of the premises as the result of fire or other catastrophe.

- h. Provisions of vendor's proposal.
- i. Inventory of all property to be installed.
- j. Upon vacation of premises by lessee for whatever reason, all permanent fixtures shall become property of the Parks and Recreation Department.
- k. Vendor shall have exclusive rights to concession sales within the area of Patriot Park.
- l. Understand that all permanent fixtures installed by vendor on the premises becomes the property of the Michigan City Park and Recreation Department, subject to right of vendor to depreciate cost of same.

3. NON-NEGOTIABLE TERMS IN AWARDED CONTRACT

- A.) Indemnification: Bidder agrees to indemnify and hold harmless the City (including Park Board) and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the Bidder or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with the Contract and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- B.) Default/Non-performance: If the Bidder breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default and subject to termination by the City.
- C.) No Assignment: No portion of the Contract shall be sublet, assigned, transferred or otherwise disposed of by the Bidder except with the written consent of the City being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Bidder of any responsibility of the fulfillment of this Agreement.
- D.) Insurance: The Bidder shall, as a prerequisite to the Contract, purchase and thereafter maintain such insurance that will protect him from the claims set forth below which may arise out of or result from the Bidder's operations under the Contract, whether such operations be by the Bidder or by anyone directly or indirectly employed by the Bidder, or by anyone whose acts may be liable:

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000

General Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident

\$500,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability

\$1,000,000 Occurrence/Aggregate

- E.) Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work and shall be in full force and effect throughout contract. These Certificates shall not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. **The City of Michigan City, Indiana and the Michigan City Park Board shall be named as an additional insured on the Commercial General Liability and Automobile Liability.**
- F.) Bidder agrees to comply with all federal, state, and local laws, rules and regulations applicable to the Bidder in performing work pursuant to the Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. The Contract shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Michigan City, Indiana. Venue of any disputes arising under the Contract shall be in LaPorte County, Indiana.
- G.) The Bidder shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, or disability.

4. OTHER INFORMATION

- A.) All expenses incurred in the preparation of a response to this Invitation to Bid shall be borne by the Bidder.
- B.) All submitted BIDS shall become the property of the City of Michigan City, Indiana.