

REQUEST FOR PROPOSALS
VILLAGE OF PUT-IN-BAY
LEASE AND OPERATION OF VILLAGE OF PUT-IN-BAY DOCKS AND BATHHOUSE

Issued by:

Village of Put-in-Bay

Issued:

December 16, 2024

Contact Person:

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Proposals Due:

January 22, 2025

Section 1. Introduction

Summary

The Village of Put-in-Bay is soliciting requests for proposals from parties interested in entering into a three-year, triple net lease agreement (“Bidder”) to operate, maintain and/or further develop the Village of Put-in-Bay Docks. The Village Docks includes Village Docks A & C (the “Docks”) located at 321 Bayview Avenue, Put-in-Bay, Ohio and the Village Bathhouse (“Bathhouse”) located within Perry Park (collectively, the “Property”). The Property does not include the public boat ramp or Village Dock B.

Background

The Village Docks are located in the protected harbor of Put-in-Bay, the heart of the beautiful downtown area and the shadow of Perry’s Victory and International Peace Memorial. The Village Docks has traditionally offered boaters both overnight and daily dockage on a first come, first serve basis (“Transient Rentals”), as well as access to water, electricity, and the Bathhouse. Photos of the Property are included with this RFP. .

The Village Docks were renovated during the 2013 – 2014 off season, the Village docks were removed and rebuilt from the lakebed up with all new cribbing and dock infrastructure. The marina has 1,200 ft of cribbed dockage and 560 ft. of floating dockage. The water and electric infrastructure have a power pedestal every 30 ft. the entire length, and both sides of the dock. Each pedestal has 2 -50-amp, 2 -30-amp shore power connections and water spigots. The marina has dockage for over 200 boats.

Dockage at Put-in-Bay is extremely limited and in high demand. The Village Docks is the only public marina on the island. During the 2024 seasons approximately 4,000 boats were docked. The Village has traditionally provided boaters overnight and day pass dockage rates for weekdays and weekends based on boat length. The 2024 dockage rates are included with this RFP. Due to contractual obligations, the Village Docks must continue to offer Transient Rentals; this practice cannot be discontinued.

The Village Docks have traditionally been open year-round with dockage fees being charged beginning the second Friday in April through the Second Sunday in October. The fees for the first and last month of the fee charging season have been charged at a reduced rate. After the Halloween weekend, the Village Docks are winterized and from November 1, until the second Friday in April the Village Docks are free to use.

The Bathhouse is located in Perry Park, just across Bayview Avenue from the Docks, and consists of office space, restrooms, rentable shower facilities (10 men’s showers and 11 women’s), and 94 rentable lockers.

Timeline

The Village intends to identify a Lessee for the Village Docks and Bathhouse and enter into a lease agreement so that the Lessee assumes operations of the Village Docks and Bathhouse prior to the

start of the tourism season, no later than April 15, 2025. The timetable for an award of the lease contract is as follows:

December 16, 2024: Notice of Request for Proposals

December 23, 2024: Proposal Question Deadline

January 22, 2025 at 5:00 p.m.: Proposal Due Date

January 27, 2025: Review and Evaluation of Proposals

March 4, 2025: Award of Contract

April 15, 2025: Lease Start Date.

Section 2. Bid Standards, Procedure, and Selection

This RFP is being issued in accordance with Ohio Revised Code 721.03. This Request for Proposal shall be available beginning December 16, 2024, and shall be published on the Villages website at <http://www.villageofpib.com/notices> and published in the Put-in-Bay Gazette, Freemont News Messenger and the Port Clinton Herald. Proposals shall be submitted in PDF form by email to the Village Administrator, Anne Auger, at villageadmin@villageofpib.com and are due no later than January 22, 2025, at 5:00 p.m. Any proposal received after that date and time will not be accepted. Proposals must comply with each and every requirement of this RFP in order to be considered responsive.

All proposals shall be reviewed by the Dock Committee and the lease contract awarded by the Village Council to the highest bidder who sufficiently meets all requirements of this RFP. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. The lease shall include commercially reasonable terms applicable to triple net leases, including without limitation dispute resolution procedures. All contractual terms and conditions will be subject to review by the Village Solicitor and approval of Council.

The Village reserves the right to reject any and all proposals and to withdraw this request at any time. Furthermore, the Village reserves the right to waive any errors or irregularities contained within the proposal and award the contract to the highest bidder.

Any lease contract is subject to the consent of the Ohio Department of Natural Resources. The Village reserves the right to withdraw the RFP or not make an award, not move forward with a contract, or to rescind a contract based on the refusal of the Ohio Department of Natural Resources to grant consent.

The Village will not be responsible for any costs, expense, or burden incurred by the Bidder in the preparation or submission of proposals.

Proposals submitted are not made publicly available until the contract has been awarded by the Village. All proposals and supporting materials as well as correspondence relating to this RFP become property of the Village when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

Proposals must be signed by a company official who has authorization to commit company resources.

Section 3. Questions

Any party interested in submitting a proposal for consideration by the Village must register with the Village Administrator via email to villageadmin@villageofpib.com and provide contact information for Village correspondence during the request period.

Any questions regarding this RFP, or the work, shall be submitted in writing via e-mail to villageadmin@villageofpib.com no later than, December 23, 2024. Village responses to questions submitted in writing will be provided to all parties who have registered with the Village as outlined above.

Except as set forth in this Section 3, no organization, firm, or individual seeking award of a contract under this RFP may initiate or continue any verbal or written communications regarding the RFP with any Village officer, elected official, employee, or other Village representative. Violations will be reviewed by the Village. If determined that such communication has compromised the competitive process, the offer submitted by the organization, firm, or individual may be disqualified from consideration for award.

Section 4. Scope of Work

Term of Service – The term of the lease contract shall be for a period of three (3) years beginning no later than April 15, 2025, with the lease to automatically renew from year to year unless either party provides written notice of termination within sixty days prior to the lease termination date.

Property Operations - The Bidder shall be responsible for all property operations including but not limited to the following:

- Employment of individuals to manage dock operations and bathhouse.
- Providing access to employee housing or a plan for employee commuting that ensures reliable, daily staffing of the docks.
- Establishment and enforcement of dock rules and regulations. Responsibility to remain control of the area. Incorporate what we already have.

- Regular maintenance, repair and upkeep of the Docks including regular cleaning of the Docks and dockmaster kiosks.
- Maintaining the cleanliness of the Dock and Bathhouse by regularly removing waste and cleaning and restocking Bathhouse throughout each day and evening based upon the public demand.
- Repairing Bathhouse, including entire office space, as necessary.
- Permit access to rear bathrooms in bathhouse at all times.
- The cost of all utilities including electric, water, and trash.
- Winterizing the Docks and continue maintenance and upkeep during winter months.
- Honoring all existing contracts for the Bathhouse, dockages and permitting Transient Rentals for dockages. Accommodate the Interlake Yachting Association (ILYA), Fall Regatta, by providing reservation agreements, consistent with the Village's existing agreement, while also maintaining transient dockage for the public during the events.

The Bidder will establish, maintain, and enforce Dock rules and provide immediate notification to the Village of any changes to dock rules. Dock rules must include the following:

1. No swimming, floating toys, sling shots, or water fights allowed. (Hoses may be used only for filling freshwater tank. They must then be disconnected and removed from the dock.)
2. No firearms or fireworks allowed within the marina at any time.
3. No fires, including charcoal/propane grills, are permitted on boats or docks.
4. No picnic benches permitted on docks.
5. No trash, sewage, or fish offal may be thrown/pumped/discharged overboard. (Proper containers are available at each dock location.)
6. No motorized vehicles or bicycles allowed on docks except to walk them to and from shore. Anything with wheels may not be ridden on docks.
7. No boats left unattended, without dock permit.
8. No dockage reservations allowed.
9. No persons allowed on top of boat except during docking maneuvers.
10. No unleashed dogs permitted on dock or grounds.
11. No excessive noises permitted. Quiet hours are between 10 p.m. and 8 a.m.
12. No open containers of alcohol permitted on public docks. Alcohol must be confined to the boat. Citations will be issued to violators.
13. Rafting is required and is at the discretion of the Dockmaster.
14. Positioning of boats is at the discretion of the Dockmaster.
15. Personal watercraft (PWC)/rafts are subject to dockage charges.
16. Once you have been assigned dockage, your vessel must remain in that location.
17. If you depart from that dock space, you forfeit your dock privileges.
18. The Village of Put-in-Bay Docks are not responsible for loss or damage to boats or articles left on boat or premises.
19. Boaters please be cautious of Lake Erie water level fluctuations.

20. Profane, lewd or vulgar signs, flags and/or behavior will not be tolerated. violators will be refused dockage and will be required to leave the premises immediately. No refunds will be issued
21. Violation of any rules may result in dismissal without notice, and/or a police citation. The boat may be towed at owner's expense.

Capital improvements shall be the responsibility of the Village; however, the Bidder may make improvements to the Property if said improvements are approved in advance by Village Council.

The Bidder shall be required to supply and keep comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of four million dollars. The Policy shall name the Village of Put-in-Bay as an insured party. Successful proposals shall hold the Village harmless against damages done to the equipment, premises, or any Village facilities due to the operation of the Property or acts of the Bidder's agents or employees.

The Bidder shall maintain an accounting of all revenues and expenses related to the Property and shall permit the Village to inspect said records upon request.

The Village shall retain the use of one-half of the square footage of the office space contained in the Bathhouse, to be used by the Board of Park Trustees of DeRivera Park. The Village will also maintain access to pipe chase area of the Property. The Bidder shall collect and be entitled to all dockage fees, shower and locker rental fees. In addition, the Bidder shall collect and be entitled to a \$5,000 annual payment for rental of the Bathhouse office space and payment of one-quarter of the net expenditures of the Bathhouse to be paid by the Board of Park Trustees of DeRivera Park, consistent with the agreement between the Village and DeRivera Part Trust. Entitlement to rental and net expenditure payments shall be contingent upon the continuance of the existing agreement between the Village and the Board of Park Trustees of DeRivera Park.

Section 5. Bid Proposal Requirements

A responsive bid will provide information detailing how the requirements of the scope of work will be met. Furthermore, a responsive bid shall include the following:

- A description of the legal name of the Bidder and identification of its principals, including a description of all relevant background in marina and/or dock operations or related fields;
- Documentation of the valid, current registration of Bidder with the Ohio Secretary of State office or an explanation why such registration does not exist;
- A business plan for operation of the Property, including without limitation, the following:
 - The approximate number of employees who will be utilized in the management, maintenance/repair, cleaning and operation of the dock, and the job titles of the employees intended for such work;
 - Whether employees will be subject to pre-employment background checks;

- Any contractors or other third parties who will be engaged by Bidder to provide services or goods for Bidder's operation of Village Property, including a description of the titles and/or roles of each contractor or third party identified;
- A proposed schedule for the daily staffing of the Property;
- A description of the employee housing intended to be used, including whether such housing is currently owned or rented by the Bidder or will be owned or rented by Bidder before the contract begins or a description of a plan for employee commuting that ensures reliable, daily staffing of the docks during the week and weekends.
- A commitment that there will be one or more representative of Bidder available on the island at all times the Village docks are in operation;
- A proposed schedule for maintenance, cleaning and inspections of the Property;
- A description of the process that will be used to winterize the Property and whether the winterization will be done by employees or contractors;
- Proposed lease payment terms greater than or equal to \$275,000.00 annually;
- Description of any proposed improvements to the property;
- An identification of the manner in which the dock rules will be implemented and enforced;
- A statement affirming that all existing contracts for dockages will be honored;
- A statement affirming that the docks will be available for transient rentals;
- A statement that all existing agreements will be honored, including with limitation the Agreement between the Village and DeRivera Park Trust for rental of a portion of the Bathhouse,
- The identification of the Bidder's insurance carrier and an affirmation that the Bidder will comply with all insurance requirements of the Village, including the naming of the Village as an additional insured on all relevant policies. Policies that, at a minimum, will be required to be maintained are: Marina Operator's Liability, Commercial General Liability Insurance; and Automobile Liability Insurance;
- A commitment that Bidder shall hold the Village harmless against damages done to the equipment, premises, or any Village facilities due to the operation of the Property or acts of the Bidder's agents or employees.
- A commitment that the Bidder shall maintain an accounting of all revenues and expenses related to the Property and shall permit the Village to inspect said records upon request.
- A statement that no conflict of interest exists between the Bidder, its principals and Village officials or, if such conflict of interest does or may exist, a description of the conflict and a proposed resolution to such conflict.
- The execution and inclusion of Attachments A and B in responsive bid.

THE VILLAGE THANKS ALL BIDDERS FOR THEIR INTEREST.

ATTACHMENT A

Investigation Authorization - Bidder

The undersigned organization understands that, in order for the Village of Put-in-Bay to adequately assess the adequacy of its proposal, inquiry into aspects of company operations deemed relevant by the Village or its agents may be necessary. The undersigned specifically agrees that the Village and/or its agents may investigate the Bidder, including but not limited to, the following matters:

1. The financial stability of the Bidder and its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Village's selection decision.
2. The Bidder's current business practices, including without limitation employee compensation and benefits arrangements, pricing practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. Other business in which company owners and/ or other key personnel in the company currently have a business interest.
4. The accuracy and truthfulness of any information submitted by the Bidder in connection with such evaluation.

The company agrees to take all reasonable steps necessary to facilitate the Village's investigation.

This authorization shall expire one year from the date of signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:

Company Name

Date

By: Signature (authorized representative)

Name & Title Printed

ATTACHMENT B
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the monetary amounts which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED, HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of Ohio, this _____ day of _____, 2024 as the act and deed of said corporation or partnership.

IF BIDDER(S) IS/ARE A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) IS/ARE A CORPORATION, COMPLETE THE FOLLOWING:

NAMES

LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

StreetAddress: _____

City, Town, etc. _____

Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

_____	_____
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
(Name)	(Name)
Title _____	Title _____
Address _____	Address _____