

**CITIES OF  
LINCOLN PARK,  
SOUTHGATE AND  
WYANDOTTE,  
MICHIGAN**

**DEPARTMENT OF PARKS AND  
RECREATION**

**Request for Proposals  
Combined Ice Rink Operation  
Pursuant to Lease Agreement**

**Date of Issue:  
June 15, 2011**

## Request for Proposals

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## SECTION I - AUTHORIZED AGENCY

The authorized contact person for ALL matters concerning this RFP is:

Donald T. Cook, Director

Cities of Lincoln Park, MI

Parks, Recreation & Community Development

3240 Ferris

Lincoln Park, MI 48146

313-386-1817

Fax 313-381-3202

Email: dcook@citylp.com

## SECTION II-RFP TIME TABLE

Release Date of RFP: June 15, 2011

RFP is available for download from the City of Lincoln Park website [www.lincolnpark.govoffice.com](http://www.lincolnpark.govoffice.com)  
Any addendums shall be posted on website.

Mandatory Pre-Submittal Meeting: June 22, 9:30am at Southgate Ice Arena, 14700 Reaum Parkway.  
Site visits to individual rinks to follow. Only those in attendance will be qualified to submit proposals. Questions may be submitted in advance of the meeting to Don Cook at dcook@citylp.com.

Submittal Deadline: Proposals are to be submitted to the address below and must be received no later than 3:00pm Wednesday July 13, 2011.

All Proposals shall be submitted in sealed envelopes and clearly labeled:

RFP for Combined Ice Rink Operation

Don Cook, Director of Parks, Recreation and Community Development

3240 Ferris Street

Lincoln Park, MI 48146

Projected Contractor Selection Date: July 26, 2011 and Contractor Award Date: Aug 5, 2011. Selection Committee makes recommendations to elected officials of respective cities for approval.

Contract Start Date: To be agreed upon

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### **SECTION III-GENERAL INFORMATION**

#### 3.1 Opportunity

The Cities of Lincoln Park, Southgate and Wyandotte, MI., hereafter referred to as the “Cities”, desire to enter into a lease agreement with a single contractor for the combined operation of three ice rinks.

#### 3.2 Status of Information

The Cities shall not be bound by oral or written information released prior to the issuance of the RFP.

#### 3.3 Proposer Inquiries

All inquiries regarding this application must be addressed to the designated Cities contact person. Proposers cannot be ensured that a response to inquiries received later than ten (10) days prior to the Proposal Due Date will be answered.

#### 3.4 Communication with Cities

Proposers are advised that from the date this RFP is issued until the award of the contract, NO contact with personnel related to this solicitation is permitted, except as may be authorized by the contact person.

#### 3.5 Addenda

Any addendums shall be posted to website; vendors responsibility to check website.

3.5.1 The Cities will issue responses to inquiries and any other corrections or amendments it deems necessary, in written addenda and released on the city’s web site prior to the Proposal Due Date.

3.5.2 Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in a formal addendum.

3.5.3 The proposer should verify with the designated contact person, prior to submitting a proposal, that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

#### 3.6 Site Visit: June 22, 2011

#### 3.7 Late Proposals

Proposals received after 3:00 PM Friday, July 15, 2011 will not be accepted.

3.8 Confidential/Proprietary Information

3.8.1 Proposers should specifically identify those portions of the proposal to be confidential, proprietary information or trade secrets and provide justification why such material, upon request, should not be disclosed.

3.8.2 Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

3.9 Cost Incurred by Proposers

The Cities shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.

3.10 Oral Presentations and Interviews

The Cities may require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

3.11 Discussions/Negotiations/Best and Final Offers

3.11.1 The Cities reserve the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost standpoint.

3.11.2 The Cities reserves the right to enter into discussions/negotiations with one or more proposer and to subsequently request the submission of the best and final offers from those proposers, who after the conclusion of such discussions/negotiations, are still under consideration for award. No proposer shall have any rights against the Agency arising from an invitation to enter into discussions/negotiations or to submit a best and final offer.

3.12 Proposers Acceptance of Contract Provisions

By submitting a proposal to the Cities, the proposer accepts the standard contract provisions that will become part of the final contract.

3.13 Contract Award

3.13.1 The Cities reserve the right to award the contract(s) to other than the proposer presenting the lowest overall cost.

3.13.2 The contract(s) resulting from this solicitation will be awarded to the qualified proposer(s) whose proposal(s) the Cities determine to be the most advantageous to the Cities based on the evaluation factors set forth in the RFP.

3.13.3 Any proposed contract award shall be subject to all required approvals.

3.13.4 Contract award shall be subject to the following conditions, where applicable:

\*Americans with Disabilities Act

3.14 Multi-Year Contracts

The following provisions apply to multi-year contracts that are awarded as the result of this

solicitation:

The contract is subject to modification or cancellation if adequate funds are not appropriated to the Cities to support the continuation of performance in any fiscal year succeeding the first;

The contract is subject to modification or cancellation if the contractor's performance is not satisfactory; and

The Contract Coordinator will notify the contractor as soon as it is practicable that the funds are not available for the continuation of the multi-term contract for each succeeding year.

### 3.15 RFP Postponement/Cancellation

The Cities reserve the right to postpone or cancel the RFP and to reject any or all proposals.

## **SECTION IV-INTRODUCTION-SCOPE OF SERVICES-REQUIRED SERVICES**

The Cities requests proposals for operating the following ice rinks:

### 1. Lincoln Park Ice Rink

3525 Dix Highway

Lincoln Park, MI 48146-3862

Lincoln Park Ice Rink "building" will be defined as the following:

1 ice rink, 1 concession and lobby/common area, 1 main office, 1 arena office, 1 employee room, all storage rooms, 2 restrooms, 4 locker rooms, 1 pro-shop, 1 maintenance room, 1 referee room, 1 boiler room, 1 Zamboni room, 1 compressor room, 1 first-aid room

Lincoln Park Ice Rink "grounds" will be defined as the following:

Main parking lot at the front of the building, all access drives and sidewalks, lawn area adjacent to the front of the building and the main parking lot.

Does NOT include:

Swimming pool and appurtenances.

### 2. Southgate Civic Center Arena

14700 Reaume Pkwy.

Southgate, MI 48195

Southgate Civic Center Arena “building” will be defined as the following:

2 ice surfaces, 4 restrooms, 1 cleaning storage room, 2 zamboni rooms, 1 compressor room, 2 mechanical rooms, 1 office space, 1 figure skating coaches room, 8 locker rooms

Southgate Civic Center Arena “grounds” will be defined as the following:

Reaume Pkwy., from City Hall Rear Parking Lot to Superior at back of building complex

Does not include:

Parks & Recreation offices, Concession stand, Annex banquet facility, Annex kitchen area, Senior Center, Anderson high school locker room, Richard high school locker room, Figure skating booster club office, South Metro Shores figure skating office, Southgate Senators storage room, Recreation storage room, Police evidence storage room, Finance Department storage room, Clerk Office storage room, Treasurer Office storage room, Woodhaven hockey association storage room, Richard high school storage room, Loft area storage room, Loft rental space, Loft conference room, 2 Pro-Shops

3.

3131 3rd Street  
Wyandotte, MI 48192-5959

Yack Arena Ice Rink “building” will be defined as the following:

One ice surface, 1 concession area, lobby, 4 restrooms, 1 warming room, 1 game room, 1 referee room, 1 cleaning storage room, 1 Zamboni room, 1 compressor room, 1 boiler room, 1 indoor storage room, 2 outdoor storage rooms, 1 high school locker room, 1 office space, 4 locker rooms

Yack Arena Ice Rink “grounds” will be defined as the following:

3<sup>rd</sup> street between sycamore and maple streets, to the east of the parking lot of the front entrance

Does not include:

Wyandotte high school locker room, south recreation offices

In general, the successful proposer, hereafter referred to as “the Contractor”, shall be responsible to manage day-to-day operations of the ice rink, maintain and make all repairs to buildings, grounds and equipment, and provide all other services described below or required to properly operate the facilities.

### **Term**

The operational lease shall be for five (5) years. The Cities retain the right to review and audit the management of the facilities with the option of terminating the lease upon (30) days written notice

served personally or by certified mail, if the Cities determine the building or programs are not being properly administered. Should such action be taken by the Cities, the Contractor will be reimbursed for the unamortized portion of any capital expenditures made on the facilities.

By mutual agreement of the Cities and the Contractor, the agreement may be extended for up to two (2), five-year periods at agreed upon unit prices.

### **Indemnification and Insurance**

The Contractor shall defend and indemnify and hold harmless the Cities from all claims, lawsuits or loss of any kind relating to personal injury or property damage resulting from the operation of the facility. The Contractor will provide the Cities with evidence of general liability and automobile liability insurance, naming the Cities as additional insured, in the sum of \$3,000,000. In addition, the operator shall provide proof of Workers' Compensation and Disability in State form.

Insurance coverage shall be maintained throughout the contract and any extension periods. The Cities shall be promptly informed of any changes in insurance coverage including updated insurance certificates.

### **Operations**

The Contractor agrees to manage and operate the facility professionally and in good faith to ensure that it will maintain prompt and courteous service to the public.

### **Staffing**

The Contractor shall provide and properly supervise all personnel required to safely operate and maintain each facility.

### **Maintenance**

The Contractor shall be responsible for all maintenance to the designated building and grounds for each facility. Any improvement assigned a useful life under State local finance law and is a bondable expenditure, shall be deemed a Capital Improvement.

The Cities reserve the right to perform routine facility inspections, to insure proper maintenance is being performed, which may result in the implementation of repairs by the Contractor.

Contractor to make all Capital Improvements with the respective City approving the scope of all Capital improvement work in advance.

Regardless of cost, the Contractor shall provide lawn mowing, weeding, litter pickup, graffiti removal and snow removal at each facility.

### **Security**

The Contractor shall be responsible for security of people, equipment and the facility both inside and outside of all buildings. Damage to the facilities due to theft or vandalism shall be promptly replaced or repaired by the Contractor.



Acts of theft or vandalism shall be reported to the respective Police Department immediately and to the Director of Parks and Recreation for the Cities within 24 hours of discovery.

### **Equipment**

At the site visit, an inventory of equipment will be provided. The Contractor shall be responsible for maintaining and repairing this equipment for the duration of the contract including any time extensions. The Contractor shall provide any additional equipment needed to complete their work.

If a piece of Cities supplied equipment breaks and is determined to be un-repairable or if the Contractor determines that it is not needed for their operations, the equipment shall be turned over to the Cities. The Contractor shall be responsible to replace any un-repairable equipment listed above necessary for their operations.

### **Tax Exempt Status**

The facility and all of its property shall remain tax exempt during the term of this lease.

### **Utilities**

The Contractor shall pay for utilities.

### **Concessions & Subcontractors**

The Contractor shall have the exclusive right to sublease and/or contract for office space, storage, classroom settings, food, skate rental and sharpening or any other concession within the rink, all subject to the insurance provisions contained herein.

No Contractor to whom any Contract shall be let, granted or awarded shall assign, transfer, convey, sublet or otherwise dispose of said Contract or his right, title interest therein, or his power to execute the same, to any other person, company or corporation without the previous consent in writing of the respective cities Director of Parks and Recreation.

### **Advertising**

The Contractor may sell advertising rights to that portion of the rink that it determines appropriate. The respective City must review and accept proposed advertising and may reject those that it determines to be inappropriate. All outdoor advertising are subject to regulations as indicted in respective City ordinances.

The Contractor shall have no right to use the trademarks, symbols, or trade name or name of the Cities, directly or indirectly, in connection with any production, promotion, service or publication without prior written approval of the respective Cities. The foregoing shall not be construed to limit the Contractor's right to use the Contractor's logos in the ordinary course of its business.

### **Audit**

A separate accounting must be maintained by the Contractor at their cost and shall be subject to audit annually, to be performed at the discretion of the Cities. This audit shall be made available to the Cities, and should be available upon request to any of the building's tenants.

The Contractor must supply copy of most recent audit statement with their proposal.

### **Payments to the Cities**

The Contractor shall pay to the Cities the sums required by their accepted proposal for the actual work performed in the preceding monthly period. The Contractor shall provide monthly reports of gross revenues itemized by revenue stream. Payment shall be due on the 15th of the following month. Late payment, or failure to pay, is cause for termination of agreement.

## **SECTION V-PROPOSER CONDITIONS CITIES PARKS AND RECREATION DEPARTMENTS**

1. Sealed proposals are invited by the Cities for all plans, labor, services, materials, supplies, equipment, tools, transportation, and other facilities and items necessary or proper to meet the requirements of the specifications for Combined Ice Rink Operation Services.

### Receipt and Opening of Proposals

2. Proposals will be received by the City of Lincoln Park, MI, 3240 Ferris St., Lincoln Park, MI 48146 until the time and date stated in the advertisement for proposals.
3. The envelope containing the proposal must be sealed, addressed to Don Cook, Director of Parks, Recreation and Community Development and show the name of the proposer and the project title **“Combined Ice Rink Operation Services, Cities of Lincoln Park, Southgate and Wyandotte”**.
4. The Cities may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all proposals.
5. Any proposals received after the time and date specified for opening will not be considered.
6. Any proposals may be withdrawn prior to the scheduled time for the opening thereof.
7. No proposer may withdraw their proposal within forty-five (45) days after the date of opening thereof.
8. Proposals must be submitted on the form provided. All blank spaces in the form shall be filled in, amount shall be stated both in words and numerals, the signature shall be longhand, and the completed form shall be without erasure, interlineations, alterations, or any conditions inserted by the proposer or limitation by letter or otherwise.
9. The proposal shall state whether the proposer is a corporation or co-partnership, and, if a corporation, under the laws of what state and have the

corporate seal affixed. If a co-partnership, include the full name or names of all interested parties.

#### Certificate of Incorporation

10. THE SUCCESSFUL PROPOSER SHALL SUBMIT A CERTIFICATE OF INCORPORATION IN MICHIGAN OR PROOF OF AUTHORIZATION TO DO BUSINESS IN STATE.

#### Taxes

11. The Contractor shall pay any and all Federal, State, County, or Cities taxes with may be applicable herein. Sales tax exceptions certificates will be made available since the facilities are government owned. The contractor assumes liability for payment directly to the State of any sales or use tax if the items purchased are used or consumed in such a way as to render the sales subject to tax.

#### Discrepancies or Omissions

12. Should the proposer find discrepancies in or omissions from the proposal documents or should such proposer fail to understand any part or clause of said proposal documents, he shall at once notify the authorized contact person who will send a written instruction to all proposers. The Cities shall not be responsible for any oral instructions.

#### Addenda

13. Any addenda issued during the time of proposing shall be included in the proposal, and in enacting the contract, they shall become a part thereof.

#### Proposers to Visit Site

14. Before submitting a proposal, proposers shall carefully examine the proposal documents, visit the sites and fully inform themselves as to all existing conditions and limitations and assure themselves of their ability to perform the work of the contract.

#### Award of Contract

15. The contract will be awarded, if at all, to the best responsible proposer as determined by the Cities, in accordance with Michigan Law. An evaluation committee shall select and solicit approval of the contractor, and in accordance with the terms and conditions of the contract.

#### Non-Collusive Proposal Certificate

16. If the proposer shall be considered for an award nor shall any award be made to a proposer where the proposal does not include the statements as to non- collusion as set forth in the Proposal Form herein; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish

with the proposal a signed statement which sets forth in detail the reason therefore. In such event, the proposal shall not be considered for award; nor shall any award be made unless the Cities determine that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a proposer has published price lists, rates or tariffs covering items being procured, or has informed perspective customers of the proposed or pending publication or new or revised price lists for such items or has sold the same items to other customers at the same price as being proposal, does not constitute, without more, a disclosure to any other proposer or to any competitor within the meaning of the non-collusive certification included in the proposal form.

Execution of Contract-Performance and Labor Material Bond

17. The proposer whose proposal is accepted shall, within five (5) days after written notice by Authorized Contact Person enter into a contract and furnish an insurance certificate complying with the provisions of insurance specification. The notice shall be served personally or by the mailing thereof in a postpaid wrapper addressed to the proposer at the address given in the proposal.
18. This contract must be approved by the Common Councils of all three Cities by resolution.

**SECTION VI – PROPOSAL**

**CITIES OF LINCOLN PARK, SOUTHGATE AND WYANDOTTE**

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**DEPARTMENT OF  
PARKS AND  
RECREATION,  
3240 FERRIS,  
LINCOLN PARK, MI.  
48146**

**PROPOSAL FOR  
COMBINED ICE RINK OPERATIONS  
PURSUANT TO LEASE AGREEMENT**

\_\_\_\_\_, 20\_\_\_\_

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**DATE:** \_\_\_\_\_

**TO THE OFFICIALS OF THE CITIES OF LINCOLN PARK, SOUTHGATE AND WYANDOTTE, :**

**The undersigned hereby proposes and agrees to furnish all plans, labor, services, materials, supplies, equipment, tools, transportation and other facilities and things necessary or proper for or incidental to the above-named project, as required by and in strict accordance with the Contract Documents, prepared therefore by the Parks and Recreation Departments together with all addenda issued by the Cities prior to the date of opening of this Request for Proposal (RFP) and mailed to the undersigned whether received by the undersigned or not.**

**COMPANY NAME:** \_\_\_\_\_

**SECTION VII – PROPOSAL FORM**

**Lincoln Park Ice Rink:**

**A. Base Rent**

Respondent shall propose a Minimum Annual Guarantee to the City as a base rent payment. The base rent shall be divided into equal payments to be made monthly.

Annual CPI Increase – Effective each anniversary date, the then current rent shall increase at the lesser of the current CPI or 3%.

Proposed Minimum Annual Guaranteed Rent: \$\_\_\_\_\_

**B. Percentage Rent**

Proposal must also include an exact Percentage Rent Proposal payable on gross receipts from all streams of revenue and is to be paid monthly. The higher of the monthly Base Rent or the monthly Percentage Rent would be payable. In any month in which the Percentage Rent does not exceed the Base Rent, only the Base Rent would be payable.

Proposed Percentage Rent Payable on Gross Revenue: \_\_\_\_\_%

**Southgate Arena Ice Rink:**

**A. Base Rent**

Respondent shall propose a Minimum Annual Guarantee to the City as a base rent payment. The base rent shall be divided into equal payments to be made monthly.

Annual CPI Increase – Effective each anniversary date, the then current rent shall increase at the lesser of the current CPI or 3%.

Proposed Minimum Annual Guaranteed Rent: \$\_\_\_\_\_

**B. Percentage Rent**

Proposal must also include an exact Percentage Rent Proposal payable on gross receipts from all streams of revenue and is to be paid monthly. The higher of the monthly Base Rent or the monthly Percentage Rent would be payable. In any month in which the Percentage Rent does not exceed the Base Rent, only the Base Rent would be payable.

Proposed Percentage Rent Payable on Gross Revenue: \_\_\_\_\_%

**Yack Arena Ice Rink:**

**A. Base Rent**

Respondent shall propose a Minimum Annual Guarantee to the City as a base rent payment. The base rent shall be divided into equal payments to be made monthly.

Annual CPI Increase – Effective each anniversary date, the then current rent shall increase at the lesser of the current CPI or 3%.

Proposed Minimum Annual Guaranteed Rent: \$\_\_\_\_\_

**B. Percentage Rent**

Proposal must also include an exact Percentage Rent Proposal payable on gross receipts from all streams of revenue and is to be paid monthly. The higher of the monthly Base Rent or the monthly Percentage Rent would be payable. In any month in which the Percentage Rent does not exceed the Base Rent, only the Base Rent would be payable.

Proposed Percentage Rent Payable on Gross Revenue: \_\_\_\_\_%

I hereby declare that I have carefully examined the specifications, drawings and schedules on file, have visited the sites and fully informed myself of the existing conditions and limitations, that I will provide all necessary tools and apparatus, do all the work and furnish all of the materials and do everything required to carry out the aforementioned work or improvement in strict accordance with the contract documents, drawings, specifications, schedules and the requirements under them of the Director, Parks and Recreation.

I further declare that no officer or employees of the Cities are directly or indirectly interested in this proposal, nor in the labor, or in the materials to which it relates, nor in any portion of the profits, thereof, that said proposal is made and contract will be made without collusion with any other person or persons presenting any proposal for the said labor and materials, and that said proposal is in all respects fair and just.

This proposal is submitted with the knowledge and understanding that the Proposer herein hereby expressly consents to be bound by the “Specifications” and “Instructions to Proposers” which have been issued herein and which form a part of this proposal.

Addenda

In the space provided below, acknowledge receipt of addenda:

	<u>Date Received</u>
#1	_____
#2	_____
#3	_____
#4	_____
#5	_____

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor, and
3. No attempt has been made, or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

SIGNATURE OF PROPOSER

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

EMAIL

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

### Experience Questionnaire

List below at least five (5) references where your firm is providing or has provided services comparable to those contained in your proposal:

Company	Address	Contact Person	Contact Phone #	Years of Service Provided
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

To facilitate correct drawing and execution of contracts, Proposers shall supply full information concerning legal status as follows:

NAME: \_\_\_\_\_  
Corporation, Co-Partnership, Individual, Trade Name  
 (Strike out classification if not applicable)

**ADDRESS OF PRINCIPAL OFFICE:**

Street: \_\_\_\_\_  
 Cities: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**CONTRACTOR MUST SUBMIT CERTIFICATION OF INCORPORATION IN STATE OR  
 MUST SHOW PROOF OF AUTHORIZATION TO DO BUSINESS IN STATE.**

If Foreign Corporation, state if authorized to do business in the State of Michigan:

Name or Firm Style: \_\_\_\_\_  
 Name of Owner: \_\_\_\_\_

TITLE                      NAME                      ADDRESS PRINCIPAL OFFICERS

\_\_\_\_\_

\_\_\_\_\_

**PRINCIPAL STOCKHOLDERS**

NAME                      ADDRESS

\_\_\_\_\_

If Co-Partnership, Names of Partners and Addresses are:

\_\_\_\_\_

\_\_\_\_\_

If doing business under Trade Name, Assumed



