

Department of Natural Resources
Report on the Portage Restaurant at Presque Isle State Harbor
Public Act 166 of 2020, Section 409
(All Figures Rounded to the Nearest Hundred)

(a) Loss of rental income since building lease expired	\$36,200
(b) Maintenance, renovations, and repair expenses since January 2019, including, but not limited to:	
(i) Heat	\$0
(ii) Electric	\$1,900
(iii) Interior	\$27,000
(iv) Exterior	\$0
(v) Insurance	\$0
Total Maintenance, renovation, and repair expenses	\$28,900

Notes: Heat is included with electric expenses. Interior expenses include mold remediation/damage restoration and an asbestos and lead survey.

(c) Responses to requests for proposal put out since January 2019
February 27, 2019 - One bid was received. It did not meet minimum requirements set by the Department (attached beginning on page 2: *Presque Isle Harbor Corporation Bid February 2019*).

April 30, 2019 - One bid was received. It did not meet minimum requirements but the Department offered a one year contract with the intent to repost the bid prior to the following season. Presque Isle Harbor Corp declined an offer for a one year contract (attached beginning on page 22: *Presque Isle Harbor Corporation Bid April 2019*).

April 7, 2020 - No bids were received.

(d) Responses to requests for information put out since January 2019
November 11, 2020 - No responses were received.

(e) Copy of contract provided to potential tenants
Attached beginning on page 30: *Sample Contract February 2019* and on page 55: *Sample Contract April 2020*.

BID PROPOSAL FORM

OFFER TO OPERATE STATE PARK CONCESSION BY SEALED BID

Parks and Recreation Division
Michigan Department of Natural Resources
Roscommon Customer Service Center
8717 North Roscommon Road
Roscommon, MI 48653

BID DUE DATE
DATE: February 27, 2019
TIME: 2:00 pm

To Whom It May Concern:

I offer to operate and maintain the concession at **Presque Isle State Harbor**, for the convenience of the public, in accordance with requirements set forth in the Invitation to Bid, dated **February 27, 2019** for a term of three (3) years, which may be extended for an additional four (4) years, and to make payment to the Michigan Department of Natural Resources, for the privilege of so doing, the following:

A Percentage of Gross Sales Fee, in the amount of 2 %, payable to the State, as identified in Sample Contract Section II.2.

If selected, I AGREE, that within thirty(30) days of notification of acceptance of my offer, I will enter into negotiations with the Department of Natural Resources for a contract to furnish concession services as required, for the period specified above, the provisions of which will be based on the Standard Concession Contract prescribed by the Department of Natural Resources.

Attached are the following documents and references to support my offer:

- ☐ Bid Proposal Form
- ☐ Concession Bidder Qualification Statement
- ☐ Bid Guarantee Payment in the amount of **\$200**
- ☐ Bank Statement of Credit in the amount of **\$125,000**
- ☐ Other: _____

Printed Name: Presque Isle Harbor Corporation, Heather Ryan

Signature: Heather Ryan, President

Telephone: n/a Cell: 989-351-9498

Address: 470 W. Ontario St
Rogers City, MI 49779

CONCESSION BIDDER QUALIFICATION STATEMENT

Check One: ___ An Individual, ___ A Co-Partnership, ☒ A Corporation

Submitted by: Presque Isle Harbor Corporation

With principal office at: 5529 East Grand Lake Rd Presque Isle, MI 49777

The completion and submission of this questionnaire and the required attachments reflects accurate and truthful statements of the signatory. Attach additional pages if necessary.

BUSINESS EXPERIENCE:

1. Describe the experience you/your organization has had in businesses related to the one being bid. 35 years of experience operating the Portage Restaurant
2. If you plan to use a manager, describe the manager's experience and qualifications. Bill Novak, 30yrs+ experience in restaurant industry
Ray Kenyon, 40yrs experience in restaurant industry
3. Do you plan to sublet or assign any portion or the entire contract to another party? If yes, explain. no
4. Please describe your staff plan. Staffing adequate to business projections
5. Describe your marketing, advertising, and sales promotion plans including the annual budget specifically for each activity. \$300 a month for print and radio advertising
6. Describe the menu, merchandise, and/or services you would offer. Make the list as comprehensive as possible. If applicable, attach a menu.
We have a full menu with pizza and ice cream. #See attachment
7. List all major equipment you will supply to provide products and services required in this bid document. Already fully equipped
8. Describe your plans for maintenance and repair of the property. Maintenance and repair as needed, per former lease
9. Describe your methods for daily bookkeeping, accounting, and recording revenues on a daily basis. POS system, in place, Quickbooks, and employed accountant

10. Provide financial statements prepared by a Certified Public Accountant in accordance with generally accepted accounting principles for your organization's last fiscal year demonstrating the firm's ability to operate.

Attached

11. How much working capital, for the initial inventory investment are you prepared to provide?

\$ 12,000

12. Approximately what portion of the aggregate of initial investment and working capital do you plan to finance?

\$ 12,000

13. In what other businesses are you financially interested?

None

14. Liens, suits, judgments, defaults, and contingent liabilities: Explain fully any affirmative answers to the following on the reverse side.

- A. Have you ever failed in business or compromised with creditors?

Yes _____ No X

- B. Have you or your company ever failed to fulfill the requirements of a contract?

Yes _____ No X

- C. Have any liens ever been filed against any of your work?

Yes X No _____ Past liens all reconciled

- D. Are there any judgments, suits, or claims pending against you?

Yes _____ No X

- E. Are you acting as endorser for others on their notes or accounts?

Yes _____ No X

- F. List names, address, phone number, and contact person of insurance carrier who will provide your liability and vehicle insurance.

F1. What is coverage deductible if any?

F2. Provide a copy of the operational limitations required by your proposed insurance carrier.

15. List a minimum of two (2) personal and two (2) business references, with addresses and telephone numbers on the following page:

	Personal Reference 1	Personal Reference 2
Name:	Ray Kenyon	Bill Novak
Address:	8621 E Grand Lake Rd Presque Isle, MI 49777	590 E Metz Hwy, Rosen, MI 49776
Phone:	989-619-4414	989-766-8316
	Business Reference 1	Business Reference 2
Name:	Brian Pegels	Richard Vogelheim
Business:	Lakeshore Plumbing & Heating	Richards Clothing
Address:	1587 M-32, Alpena, MI 49707	245 N. 3rd St. Rogers City, MI 49779
Phone:	989-657-2349	989-734-3676

16. You may, if you desire, provide a narrative that would include anything you feel might assist the Department in evaluating your experience or plan of operation. If appropriate, describe plans you may have for refurbishing, including projected expenditures. Attach additional sheets if necessary.

The subscriber of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories herein made.

Heather Ryan
SIGNATURE OF BIDDER

STATE OF MICHIGAN, COUNTY OF _____ The foregoing instrument was acknowledged before me this _____, day of _____, 20__ by _____, for Contractor.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of: _____

Bid Proposal Section 16:

The Presque Isle Harbor Corporation has operated the Portage restaurant in the Presque Isle Harbor building for more than thirty years under a more or less standard net lease agreement. As part of this bid package the Corporation requests consideration to negotiate a new lease of this same type which would provide a continued community benefit as in the past, while alleviating a new and additional regulatory burden on the State DNR.

Relative to the provision of a slip for a floating B&B, the Corporation believes that this approach would be problematic as it does not possess a suitable watercraft for occupancy by the general public. However, we believe that the harbor can have a symbiotic relationship with the restaurant if the DNR would make available up to five slips at no charge during periods when the harbor is not otherwise fully occupied. These slips could be part of a patron promotional program which would enhance use of both the harbor facilities and the restaurant.

Regards,

Paul Jordan, Stockholder

Beer Prices 2017

Bottles

Bells Oberon	\$4.50
Blue Moon	\$5.00
Budweiser	\$4.00
Bud Light	\$4.00
Busch	\$3.50
Busch Light	\$3.50
Coors Light	\$4.00
Corona	\$5.00
Guinness	\$5.25
Heineken	\$5.25
Killian's	\$4.50
Labatt's	\$4.25
Labatt Light	\$4.25
Leinenkugels	\$4.75
Mic Ultra	\$4.25
Miller Lite	\$4.00
Molson	\$4.25
Odouls	\$4.00
Odouls Amber	\$4.00
Sam Adams	\$5.00
Two Heart	\$5.00
Widow Maker	\$4.75

Draft

Alaskan Amber	\$5.25
Arch Angel	\$5.00
Austin Bros.	\$5.25
Blood Orange	\$5.00
Blue Moon	\$4.75
Bud Light	\$3.00
Cheboygan	\$5.00
Horny Monk	\$5.25
Leinenkugels	\$4.25
Manitou Amber	\$4.50
Oberon	\$5.00
Sam Adams	\$5.50
Two Heart	\$5.25

BIRD DOG WHISKEY	\$5.00	JAGERMEISTER	\$5.00
ABSOLUTE	\$5.50	JAMESON	\$5.25
AMARETTO	\$4.50	JIM BEAM	\$4.75
B&B	\$6.25	JOHNNIE WALKER	\$5.25
BACARDI RUM	\$4.75	KAHLUA	\$5.50
BAILEYS	\$5.50	KETTLE ONE	\$5.75
BACARDI DARK	\$4.75	LONG ISLAND IT	\$7.00
BEEFEATERS	\$5.00	MALIBU RUM	\$4.75
BLACK RUSSIAN	\$5.50	MANHATTAN	\$6.25
BLACK VELVET	\$4.75	MARGARITA	\$6.00
BLOODY MARY	\$6.25	MARTINI	\$6.00
BOMBAY GIN	\$5.50	LAUDERS SCOTCH	\$4.75
BRANDY ALEX.	\$7.25	MCMASTERS WHISKEY	\$4.75
		MIDORI	\$5.75
CABO WABO	\$7.00	MAKERS MARK	\$6.50
CALVERTS GIN	\$4.75	MYERS RUM	\$5.00
CANADIAN CLUB	\$5.00	OLD FASHION	\$5.75
CAPTAIN MORGAN	\$4.75	PEACH SCHNAPPS	\$4.50
		PEPPERMINT SCHNAPPS	\$4.50
CHIVAS REGAL	\$5.75	PINA COLADA	\$6.00
CHRISTIAN BROS.	\$4.75	POPOV VODKA	\$4.75
		RUMCHATA	\$5.25
COURVOISIER	\$6.25	R&R	\$4.75
CRÈME DE COCOA	\$4.50	RASPBERRY STOLI	\$5.25
CRÈME DE MENTHE	\$4.50	ROB ROY	\$6.00
CROWN ROYAL	\$5.25	RUM & COKE	\$4.75
CUERVO TEQUILA	\$5.50	RUSTY NAIL	\$6.25
		SALTY DOG	\$5.00
DAQUIRI	\$6.00	SAMBUCA	\$5.75
DEWARS SCOTCH	\$5.25	SMIRNOFF ORANGE	\$4.75
DRAMBUIE	\$6.00	SEAGRAMS 7	\$4.75
HOT DAMN	\$4.50	SEAGRAMS V.O.	\$5.00
FRANGELICO	\$5.75		
GALLIANO	\$5.50	SOUTHERN COMFORT	\$5.00
GLEN FIDDICH	\$6.00	STINGER	\$5.25
GIMLET	\$6.00	STOLI VODKA	\$5.25
GLEN LIVET	\$6.00	TANGUERAY GIN	\$5.25
GRAND MARNIER	\$6.75	TEQUILA (WELL)	\$4.75
GRASSHOPPER	\$7.25	TEQUILA (CUERVO)	\$5.50
GREY GOOSE	\$6.00	TEQUILA SUNRISE	\$5.75
GREY GOOSE ORANGE	\$6.00	TIA MARIA	\$6.00
HUMMER	\$7.50	WHISKEY SOUR	\$5.75
IRISH COFFEE	\$6.00	WINE SPRITZER	\$5.00
JACK DANIELS	\$5.00	WOODFORD RESERVE	\$6.50
		CALL BRAND MARTINIS & MANHATTANS ADD \$1.50	

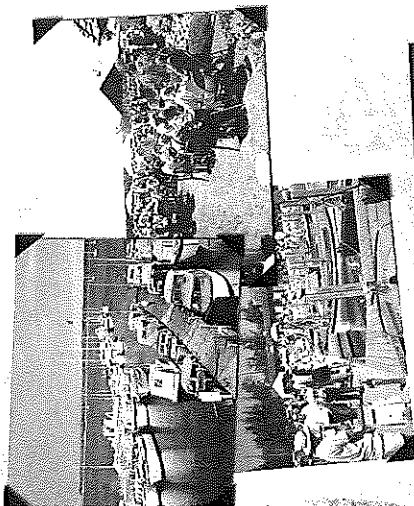
PORTAGE GIFT CERTIFICATES

The perfect gift for birthday's, anniversaries, holidays, etc.
Available in any denomination. Ask your server for details.

PRIVATE PARTIES

Our side dining room can comfortably accommodate up to 25-30 people.
A great setting for rehearsal dinners, bridal or baby showers, business meetings, etc.
Outside liquor is only available. Must be consumed within roped off area.
We can customize a menu to your price range and dietary requests.

See Rob or Bill for details and availability.



2018 CALENDAR OF EVENTS

- May 27** PRESQUE ISLE HARBOR LIGHT UP THE SKI 5K
New Lighthouse Park, 8:00 a.m.
- June 16** TWENTY SIXTH ANNUAL WOODEN BOAT SHOW
Presque Isle Harbor
- July 7** FESTIVITIES AT THE PRESQUE ISLE TOWNSHIP
New Lighthouse Park, 10:30 a.m. to 3:00 p.m.
- July 7** FIREFORKS OVER PRESQUE ISLE HARBOR
Sponsored by Presque Isle Township at dusk
- July 7-8** 40th ANNUAL GRAND LAKE FISHING DERBY
Sponsored by the Grand Lake Sportsman's Club
- July 14** GRAND LAKE SKIRUN
Horseshoe Park, 8:00 a.m.
- Aug. 3-5** NAUTICAL CITY FESTIVAL
Lakeside Park, Bayside City
- Aug. 4** GRAND LAKE BOAT PARADE
At 12:00 p.m.
- Aug. 11** ARTS AND CRAFTS SHOW
Horseshoe Park, 10:00 a.m. - 4:00 p.m.
Sponsored by Grand Lake Association
- Aug. 18** XTERRA ROCKPORT RUGGED
At 8:00 a.m.
- Sep 1** LABOR DAY FESTIVITIES
At the Presque Isle Township New Lighthouse Park
Lighthouse open to dusk 11:00 a.m. - 3:00 p.m.
- Sep 7-9** POSENI POTATO FESTIVAL
- Sep 29** MICHIGAN TRAILS DAY
At the reception, Sells Park
- Feb. 16/19** GRAND LAKE ICE FISHING FESTIVAL

WELCOME TO THE PORTAGE SERVING YOU SINCE 1982.

WEEKLY DINNER SPECIALS

- MONDAY** - FRESH LAKE HURON WHITEFISH - \$19.50
Prepared traditional or Chef's Choice, served with two sides.
- TUESDAY** - SPECIALTY BURGER AND BEER NIGHT - \$15.00
Gourmet burger served with special fries & our custom beer selection. Served without beer (- \$2).
- WEDNESDAY** - ALL YOU CAN EAT WHITEFISH & CHIPS - \$19.50
Served with fresh chopped coleslaw.
- THURSDAY** - FALL OFF THE BONE ST. LOUIS STYLE PORK RIBS Signature rubbed and glazed, served with two sides.
1/2 Rack - \$18.50 Full Rack - \$23.50
- FRIDAY** - ALL YOU CAN EAT ALASKAN COD - \$19.50
Lightly hand beer battered, fried or broiled, served with two sides.
- SATURDAY** - PRIME RIB
Garlic and herb crust, slow roasted, served with two sides.
King Cut - \$25.50 Queen Cut - \$22.50
- SUNDAY** - MARINATED PORK TENDERLOIN - \$18.50
Char-seared and sliced, served with two sides.

BEVERAGES

- COFFEE & TEA**
LEMONADE \$2.50
ARNOLD PALMER \$2.50
Regular or Decaf,
free refills \$2.50
- SOFT DRINKS**
HOT CHOCOLATE \$2.50
Free refills \$2.50
- ICED TEA**
JUICE small \$1.75 large \$2.50
STEWART'S ROOT BEER
Free refills \$2.50
12 oz. bottle \$3.50

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Welcome to

the Portage

Serving You Since 1982

Spring/Fall

APPETIZERS

SHRIMP COCKTAIL

Jumbo shrimp served with our zesty cocktail sauce. \$11.95

MOZZARELLA STICKS

Served with our house-made buttermilk ranch. \$7.95

POTATO SKINS

Stuffed with bacon, cheddar cheese and red onions. Served with sour cream or our homemade ranch dressing. \$8.95

WING DINGS

Plain or Buffalo style. Served with choice of dipping sauce. \$9.95

JUMBO CLAM STRIPS

Lightly breaded and deep fried. Served with our zesty cocktail sauce. \$7.95

BLOOMING ONION

Served with our honey mustard dip. \$11.50

TWIN 3 OZ. LOBSTER TAILS

Served with drawn butter. \$14.95

CALAMARI

Served with roasted red pepper aioli. \$9.95

MUSSELS

Sautéed in a white wine garlic butter sauce. \$11.50

SOUPS

HOMEMADE SOUP DU JOUR

Cup \$4.00 Bowl \$6.00

FRENCH ONION SOUP

Served in a crock, smothered with mozzarella cheese. \$6.50

SALADS

CHICKEN CAESAR SALAD

Slices of char-broiled chicken breast over our Caesar salad. \$13.95

ATLANTIC SALMON CAESAR SALAD

Broiled Atlantic salmon over our Caesar Salad. \$14.95

SHRIMP CAESAR SALAD

Jumbo shrimp sautéed in garlic butter over Caesar Salad. \$14.95

CARIBBEAN SALAD

Mixed greens, pineapple, mandarin oranges, dried cherries, red onion, and sesame seeds with our honey lime vinaigrette. \$12.95

BONELESS BUFFALO CHICKEN

Tender crispy chicken tossed in our spicy buffalo sauce. Plated with bacon, bleu cheese crumbles, red onion, tomato and mixed greens. Served with our house-made ranch dressing. \$15.95

SIDE CAESAR SALAD

Served with grilled shrimp. \$16.95

SIDE DINNER SALAD

\$5.95

LUNCHEON MEALS

All lunches below are served with rice and coleslaw. Topped or Caesar salad may be substituted for an additional \$2.00. When available, baked, red skins or wild rice may be substituted for an additional \$1.00.

*CAPTAIN'S CHOICE

Thinly sliced prime rib with sautéed mushrooms and onions on our home baked bread. \$12.95

*GRAND LAKE SPECIAL

1/2 lb. cheeseburger on our home baked bread served with lettuce, tomato and onion. \$12.95

COD FILLETS

Two pieces of Alaskan cod fillets lightly hand-breaded and deep fried. \$13.95

JUMBO SHRIMP

Lightly panko hand breaded and deep fried. \$14.95

WHITFISH

Fresh Lake Huron whitefish, broiled with our special sauce. \$14.95

CHICKEN BREAST TENDERS

Seasoned and southern fried to a golden brown. \$11.95

JUMBO CLAM STRIPS

Lightly breaded and deep fried. Served with our zesty cocktail sauce. \$11.95

ATLANTIC SALMON

6 oz. Atlantic salmon broiled in lemon butter. \$15.95

SANDWICHES

All sandwiches are served with French Fries. Substitute Onion Rings \$2.00

PORTAGE BURGERS

All of our burgers are USDA Choice fresh beef Angus beef.

*THE HARBOR

Half pound burger seasoned and char-broiled to your liking with garlic butter and topped with American, Swiss and pepper jack cheeses, served on a Kaiser roll with lettuce, tomato and roasted garlic and herb aioli. \$11.95

*THE LIGHTHOUSE

Half pound burger Cajun seasoned and char-broiled to your liking, basted with our buffalo wing sauce and melted bleu cheese. Served on a Kaiser roll with lettuce, tomato and our bleu cheese dressing. \$12.95

*CREATE YOUR OWN BURGER

Fresh ground beef served with your choice of toppings. 1/3 lb. \$9.95 1/2 lb. \$10.95 Add Tomatoes or Cheese 25¢ Add Bacon \$1.50

BETWEEN TWO PIECES

WHITFISH SANDWICH

Fresh Lake Huron deep fried whitefish on a Kaiser roll served with lettuce and tartar sauce. \$11.95

CHICKEN CAESAR SANDWICH

Crispy or grilled chicken breast topped with our Caesar dressing and romaine lettuce on a Kaiser roll. \$10.95

CHICKEN SANDWICH

Lightly breaded chicken breast served with lettuce, tomato and mayo on a Kaiser roll. \$9.95

HAM OR TURKEY SUB

Served hot or cold on a toasted French roll with lettuce, tomato, mayo and Swiss cheese. \$9.95

TRADITIONAL CLUB SANDWICH

Triple decker with lettuce, tomato, mayo, turkey and Plati's bacon and ham. \$12.95

ALASKAN COD SANDWICH

Two pieces of hand breaded fried cod served on a Kaiser roll with lettuce and tartar sauce. \$11.95

GRROUPER SANDWICH

Florida grouper, broiled, battered or fried, served on a Kaiser roll with lettuce, tomato and our caper tartar sauce. \$13.95

BUFFALO CHICKEN

Crispy or grilled chicken breast tossed in our special sauce, served on a Kaiser roll with lettuce, tomato, red onion and our homemade bleu cheese dressing. \$11.95

CHICKEN CORDON ROUGE

Crispy chicken breast with ham and melted Swiss on a Kaiser roll with our honey mustard sauce. \$11.95

HOUSE SPECIALTIES

Served with choice of two sides and rolls (unless otherwise noted).

FROM THE LAND

*TOP SIRLOIN

USDA Choice beef, char-broiled to perfection and basted in garlic butter sauce. 8 oz. \$18.50

*FILET MIGNON

USDA Choice beef wrapped in Plati's bacon, char-broiled to perfection and served with sautéed mushrooms. 6 oz. \$30.50

*RIBEYE

12 oz. of USDA Choice beef, hand-cut, seasoned and char-broiled to perfection, topped with grilled onions. \$23.50

*PETITE SURE VITURF

4 oz. USDA Choice filet mignon, char-broiled to perfection and a 3 oz. lobster tail served with drawn butter. \$23.50

LIVER & ONIONS

Two slices of tender beef calves liver lightly floured and grilled, smothered with sweet caramelized onions \$17.50 Add Bacon \$19.50

SIDES

CUP OF SOUP

TOSSED SALAD
CAESAR SALAD
BAKED POTATO

RED SKIN POTATOES

FRENCH FRIES
ONION RINGS
APPLESAUCE

COLESLAW

FRESH VEGETABLE
AMERICAN FRIES
WILD RICE

Make it a Combo Meal!

Your choice - \$8.50
4 Sautéed Shrimp, 1-3 oz. Lobster Tail, Shrimp Scampi, Broiled Scallops

FROM THE WATERS

WHITFISH

Fresh Lake Huron whitefish, broiled with our signature sauce. \$20.95

JUMBO SHRIMP

Butterflied, lightly panko breaded and deep fried. \$23.50

JUMBO SHRIMP SCAMPI

Sautéed in a white wine garlic butter. \$24.50

GREAT LAKES WALLEYE

8-10 oz. portion broiled with our signature sauce. \$23.50

ALASKAN COD FILLETS

Lightly hand beer battered and fried or broiled. \$19.50

SEA SCALLOPS

Lightly hand beer battered and fried or broiled. \$24.50

SASHIMI GRADE YELLOWFIN TUNA

Char-broiled with Asian sea salt and served on a bed of greens, tossed with a sesame oil vinaigrette. \$23.50

BROILED SEAFOOD PLATTER - CREATE YOUR OWN!

Pick 4: 3 oz. lobster tail, jumbo shrimp, whitefish, scallops, Alaskan cod. \$31.50

ATLANTIC SALMON

8 oz. fillet portion broiled with house seasoning and lemon oil butter. \$21.50

FLORIDA GROUPER

Broiled in lemon butter with house seasonings and Parmesan crust. \$21.50

STIR FRY & PASTA

Served with choice of salad and rolls.

TERIYAKI VEGETABLE STIR FRY

Blend of fresh vegetables served on our wild rice. \$16.50
With Chicken \$19.50 With Jumbo Shrimp \$20.50

CHICKEN PARMESAN

Hand breaded chicken breast topped with zesty Italian sauce, parmesan and mozzarella cheeses. Served on our linguine noodles. \$18.50

PASTA PRIMAVERA

Julienne fresh vegetables sautéed in a creamy basil pesto sauce, served over our linguine noodles. \$17.50
Add chicken \$20.50

"BIG EASY" LINGUINE

Sautéed chicken breast, Plati's andouille sausage, mixed bell peppers and onions in a creamy Cajun sauce, served over our linguine noodles. \$20.50

SEAFOOD LINGUINE

Our linguine tossed with garlic and herb butter, lobster, shrimp, scallops and mussels. \$24.50

CHICKEN CACCIAOTORE

Sautéed chicken breast with fresh garlic, bell peppers, onion and mushrooms. In an Italian tomato sauce served over our linguine noodles. \$19.50

Dietary Requests

We can accommodate your dietary requests. On-call dressings and salt substitute are available.

Most of our meals can be broiled. Fried foods are prepared in Fry Oil, a blend of canola and corn oil with no cholesterol, and is lower in saturated fats.

May be cooked to order. NOTICE: Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

Specialty Drinks

Sex on the Harbor

Peach Schnapps, Vodka, Pineapple and Cranberry Juice.

Cosmopolitan

Vodka, Grand Marnier and Cranberry Juice.

Tiramisu Martini

Vodka, Kahlua, Light and Dark Crème de Cacao.

Italian Coffee

Amaretto, Vanilla Ice Cream and Coffee. Topped with Whipped Cream.

Keoke Coffee

Baileys, Brandy, Dark Crème de Cacao and Coffee.
Topped with Whipped Cream.

Visit Our Pizza And Ice Cream Shop

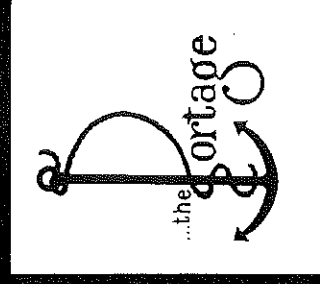
Show your receipt in our pizza and ice cream shop, receive 50 cents off an ice cream cone for you and your guests. Valid day of receipt when shop is open.

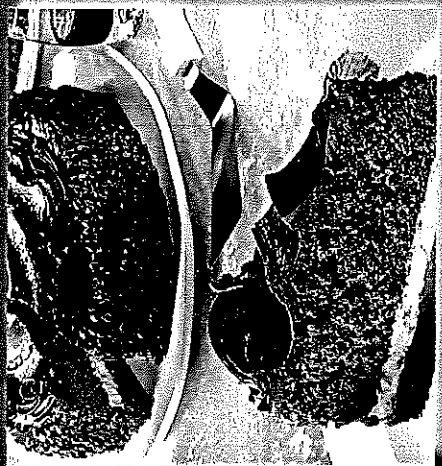
FREE BIRTHDAY DESSERT!

Is it your birthday? Celebrate with a free dessert on us! Valid only on your birthday.



Our Featured Desserts





Ultimate Chocolate Cake

Chocolate Heaven! A foundation of chocolate decadence, a layer of chocolate mousse, and a layer of chocolate butter cake, iced with all butter chocolate icing.



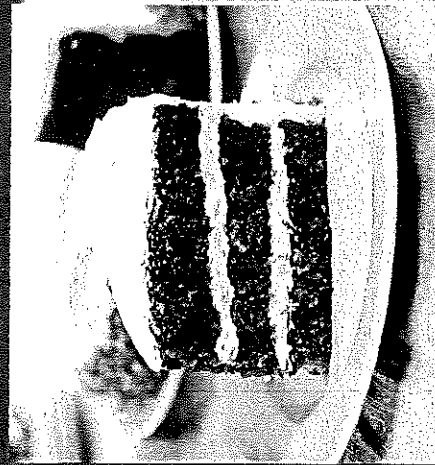
Hot Fudge Sundae

Generous serving of ice cream topped with hot fudge, whipped cream and a cherry. Small or Large.



Root Beer Float

Delicious and refreshing classic combining ice cream and root beer.



Gourmet Carrot Cake

Three moist layers of delicious cake are loaded with shredded carrots, pecan pieces and crushed pineapple, then filled and iced with cream cheese butter icing and garnished with pecans.



Key Lime Pie

This sweet n' tart original is a refreshing treat. Made with real key lime juice resting on a graham cracker crust



Hot Fudge Brownie Sundae

Chocolate brownie topped with vanilla ice cream, hot fudge and whipped cream.

Michigan Wines

Bowers Harbor Vineyards

Medium-Sweet Riesling 21.95

A stunning balance between mouthwatering acidity and sweet softness, this Michigan Riesling is beautifully balanced with a long finish.

St. Julian Winery

Cherry Wine 15.95

This cherry wine is a true showcase of Michigan's most abundant fruit. A medium-bodied palate leads to a rich, slightly sweet finish with robust cherry flavors and a touch of earthiness.

St. Julian Winery

Sunset Michcato 16.95

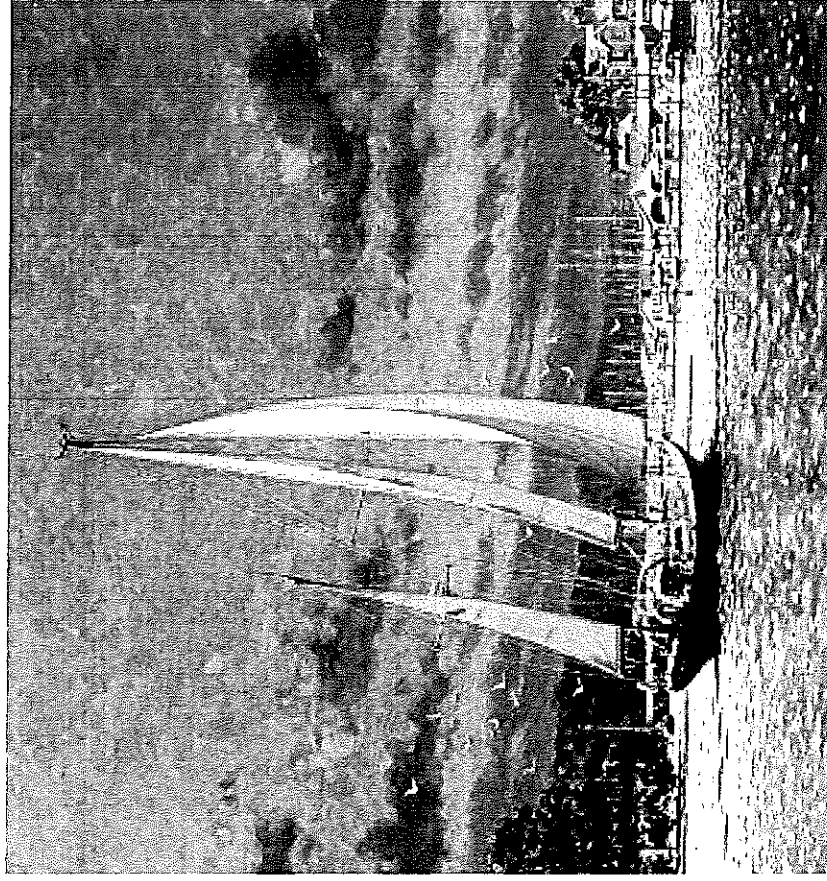
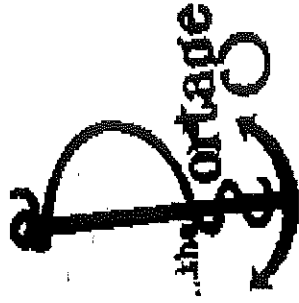
Flavors of raspberry, fresh grape, and blackberry compliment this sweet yet tart, refreshing finish.

A delightfully different wine that is sure to sweeten up any occasion.

Cork n' Go

*Michigan allows you to have your unfinished bottle re-corked so you can take any unused wine with you.
Ask your server for assistance.*

Welcome to



Wine List

Wines by the Bottle

Reds

- Pinot Noir, Mirassou (California)**
Intense flavors of strawberries, pomegranates and cherries enhanced by flavors of floral and spice. **Bottle 19**
- Pinot Noir, MacMurray (California)**
This wine delivers tremendous complexity with layered notes of pomegranates, cherries, boysenberries and lavender. **29**
- Merlot, Edna Valley (California)**
Aromas and flavors of cocoa powder, anise, black cherry and hints of leather. **21**
- Red Blend, de la Bastide "Figues" (Cotes du Rhone, France)**
On the nose, enjoy an abundance of ripe berries, violets and star anise. The palate is full-bodied with elegant tannins and a lengthy finish. (60% Syrah, 20% Grenache, 20% Carignan) **19**
- Cabernet / Merlot, Greg Norman (Australia)**
Vibrant aromas and flavors of blackberry, blueberry, brown spice and and light vanilla make this a great wine. **25**
- Cabernet Sauvignon, Louis Martini (Sonoma, CA)**
Restrained aromas, smooth with cherry flavors and hints of tobacco. Balanced and delightful. **29**

Whites

- Moscato d'Asti, L'Armangia (Italy)**
Aromas of orange blossoms, peaches, ripe pineapples and citrus with flavors of sweet tropical fruit, mandarin oranges and honey. **Bottle 21**
- Riesling, ArsVitis (Germany)**
This elegant Riesling from the Mosel region is crisp, fruity and balanced with a touch of acidity and minerality. **20**
- Pinot Grigio, Beringer (California)**
This wine has great fruitiness and is light, refreshing and crisp. Balanced with a hint of lemons. **12**
- Chardonnay, Proverb (California)**
Rich flavors of apple and pear, layered with toasted oak and notes of caramel and brown spice. **13**
- Chardonnay, Chateau St. Jean (North Coast, CA)**
Lemon, white flowers and almonds are layered into an intense finish. A top-flight Sonoma Chardonnay. **25**
- Sauvignon Blanc, Starborough (New Zealand)**
Flavors of passion fruit, guava and kiwi over a citrus framework culminate in a crisp, approachable palate. **23**

The Portage Wine Menu

Welcome to Presque Isle Harbor. We have developed this Wine List to help you select a wine for your particular meal. We hope that you will enjoy a wonderful dining experience.

The Portage Specialty Wines

Available by the Bottle

- Rose', Chateau LaRouerie (France)**
This semi-dry Rose' wine is sweet and fruity on the nose. On the palate, it offers a clear, fresh and tasty finish and is balanced by fine acidity. (70% Grolleau, 30% Gamay) **Bottle 23**
- Chardonnay, Ferrari Carano (Italy)**
Perfectly balanced by flavors of Meyer lemon, pear and butter cream with a toasty vanilla finish. **34**
- Malbec, Don Miguel Gascon (Argentina)**
Full-bodied with flavors and aromas of blackberry, blueberry, plum and dark cherry with a hint of mocha. **23**
- Red Blend, Ghost Pines (California)**
Rich and full-bodied, this red blend is complex and balanced, with a long, luscious finish. **34**
- Cabernet, Josh Reserve (California)**
The palate has rich flavors of black cherries, toasted hazelnuts, fresh sage, mocha and subtle vanilla and oak flavors. **34**

Wines by the Glass

White Zinfandel * Chardonnay * Merlot * Cabernet

Glass \$6.25

also

Moscato Pinot Grigio Sauvignon Blanc Pinot Noir
Canyon Road Bella Sera Barefoot Cellars Redwood Creek

Daily Consolidated Revenue Center Sales Detail

Portage - Portage

IPOS IPOS

Period From : 03/04/2018 To : 02/04/2019

Printed on 2/4/2019 - 10:39 AM

1 - Portage

Net Sales	450,017.04	Returns	0	0.00	Carried Over	0	0.00	Gross Receipts	476,965.88
+Service Charge	62,224.08	Voids	1,281	-5,686.33	+Checks Begun	10,887	539,190.93	Charged Receipts	303,505.76
+Tax Collected	26,948.84	Credit Total		-277.99	-Checks Paid	10,888	539,189.96	Service Charges	0.00
=Total Revenue	539,189.96	Change Grand Ttl		553,268.66	+Transferred IN	0	0.00	+Charged Tips	62,224.08
		Rounding Total		0.00	-Transferred OUT	0	0.00	+Cash Tips Decl	4,122.01
Item Discount	-6,403.56	Grand Total		3,396,328.37	=Outstanding	-1	0.97	+Indirect Tips Decl	3,546.77
+Subtotal Discount	-1,709.85	Training Total		0.00				=Total Tips	69,892.86
=Total Discounts	-8,113.41	Mgr Voids	39	-145.14				Tips Paid	62,224.08
		Error Corrects	2,507	13,474.79				Tips Due	0.00
		Cancel	1,057	2,948.34					

Order Type	Net Sales	% of Ttl	Guests	% of Ttl	Avg/Guest	Checks	% of Ttl	Avg/Chk	Tables	% of Ttl	Avg/Tbl	Turn Time
1 - Dine In	458,131.42	100.00%	15,727	100.00%	29.13	10,888	100.00%	42.08	5,856	100.00%	78.23	59.11
Total	458,131.42		15,727		29.13	10,888		42.08	5,856		78.23	

4 - 4.30.14

Cash	4,155	128,426.10	Manager Disc.	0	0.00	RePost CC	0	0.00
- Paid Outs	0	0.00	Owner	74	-1,663.33	Gift Cert. Sold	49	3,179.00
- Tips Paid	5,053	62,224.08	Open \$ Disc.	13	-37.88		0	0.00
= Total Due	0	0.00	Open % Disc.	2	-8.64		0	0.00
	0	0.00	Emp. 50%	373	-1,129.92		0	0.00
Credit Card	5,714	405,392.08	Emp. 100%	684	-5,273.64	Beverage	3,934	10,052.00
= Credit Card	0	0.00	= Discounts	0	0.00	Food	89,727	345,677.83
	0	0.00	house charge	698	4,785.76	Beer	8,184	30,233.53
Gift Cert. Redeem	84	3,765.02	Frequent	0	0.00	Liquor	13,560	37,606.76
	0	0.00		0	0.00	Wine	3,527	27,006.55
	0	0.00		0	0.00	Retail	15	171.29
	0	0.00		0	0.00	Misc.	106	978.93
	0	0.00		0	0.00	=Total Sales	0	0.00
	0	0.00		0	0.00		0	0.00

Subtotal	15,006	599,807.28	Subtotal	1,844	-3,327.65	Subtotal	119,102	454,905.89
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Daily Consolidated Revenue Center Sales Detail

Period From : 03/04/2018 To : 02/04/2019 Printed on 2/4/2019 - 10:39 AM IPOS IPOS

Portage - Portage

Labor Category	Regular Hours	Overtime Hours	Total Hours	Regular Total	Overtime Total	Total	%Labor/Sales
Management	1,236.80	0.00	1,236.80	8,966.80	0.00	8,966.80	1.99%
Front Of House	9,605.39	1,076.72	10,682.11	33,753.98	6,128.32	39,882.30	8.86%
Back Of House	2,909.74	135.72	3,045.46	21,095.62	1,475.96	22,571.57	5.02%
	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total	13,751.93	1,212.44	14,964.37	63,816.39	7,604.28	71,420.67	15.87%

Presque Isle Harbor Corporation DBA The Portage Restaurant

INSURANCE RÉSUMÉ

April 29, 2018

Property:

	<u>Expiring</u>	<u>Current</u>
Building (5529 E. Grand Lake Rd).....	\$ 782,250	\$ 782,250
Contents.....	140,000	141,120
Business Income & Extra Expense.....	90,000	100,000
Equipment Breakdown.....	Included	Included

Terms:

Deductible.....	\$ 1,000
Valuation.....	Replacement Cost
Co-Insurance.....	Agreed Value
Cause of Loss.....	Special

AGENT - STEVE WILSON

Additional Coverage:

Accounts Receivable.....	\$ 150,000
Bailees	
Per Item.....	5,000
Per Loss.....	10,000
Debris Removal.....	50,000
Electronic Data Processing Equipment.....	50,000
Flood/Earthquake/Surface Water Run Off.....	Excluded
Fine Arts, Collectibles & Memorabilia	
Per Item.....	5,000
Per Loss.....	25,000
Fire Department Service Charge.....	10,000
Newly Acquired or Constructed Property.....	1,000,000 for 90 days
Newly Acquired Business Personal Property.....	500,000 for 90 days
Ordinance or Law (Coverage A, B, C and D)	
A: Coverage to Undamaged Portion of Bldg.	Incl in Bldg Limit
B: Demolition Costs.....	60,000
C: Increased Cost of Construction.....	60,000
D: Improvements & Betterments.....	60,000
Outdoor Property.....	20,000
Trees, shrubs or plants (<i>per item</i>).....	1,000
Radio or Television Antennas.....	15,000
Personal Effects & Property of Others.....	25,000
Pollutant Clean Up & Removal.....	50,000
Property in Transit.....	50,000
Property Off Premises.....	50,000
Refrigerated Products.....	15,000
Salesperson Samples.....	15,000
Utility Services Failure.....	100,000
Valuable Papers and Records on Premises.....	100,000
Valuable Papers and Records off Premises.....	20,000
Water Back-Up from Sewers or Drains.....	25,000

Crime:

Employee Dishonesty.....	\$ 25,000
Money & Securities	
Inside.....	25,000
Outside.....	25,000
Forgery & Alteration.....	25,000

General Liability:

General Aggregate.....	\$ 3,000,000
Products & Completed Operations.....	3,000,000
Personal & Advertising Injury Limit.....	1,000,000
Each Occurrence.....	1,000,000
Fire Damage.....	300,000
Medical Expense.....	10,000
Hired & Non-Owned Auto Liability.....	1,000,000
Employee Benefits Liability.....	Excluded
Employment Related Practices Liability.....	Excluded
Aggregate Per Project.....	Excluded
Blanket Additional Insured.....	Included
<i>Lessor of Leased Equipment</i>	
<i>Managers or Lessors of Premises</i>	
Blanket Waiver of Subrogation.....	Included
Voluntary Property Damage.....	Excluded
Professional Liability.....	Excluded
Pollution Liability.....	Excluded
Cyber Liability.....	Excluded

Rating Basis:

		Audit (16-17)
Restaurant (Sales).....	500,000	505,559
Liquor (Sales).....	77,878	102,273
<i>Additional Premium</i>	\$	200

Liquor Liability:

Aggregate.....	\$ 600,000
Each Common Cause.....	300,000

Workers' Compensation:

Employers Liability Limits

Bodily Injury by Accident (<i>Each Accident</i>)...	\$ 100,000
Bodily Injury by Disease (<i>Policy Limit</i>).....	500,000
Bodily Injury by Disease (<i>Each Employee</i>)...	100,000

Rating:

		Audit (16-17)
Restaurant.....	\$ 187,806	187,806
<i>Additional Premium</i>	\$	410

Premium Summary:

	<u>Expiring</u>	<u>Renewal</u>
Commercial Package	\$ 3,929	\$ 3,906
Workers' Compensation	<u>2,092</u>	<u>1,835</u>
Total	\$ 6,021	\$ 5,741

1535
74-347724

74-347724

JOHN C. VOGELHEIM
CLAY E. VOGELHEIM
354 E. HURON AVE.
ROGERS CITY, MI 49779
(989) 733-0444

354 E. HURON AVE.
ROGERS CITY, MI 49779
(989) 733-0444

Pay to the
Order of State of MI \$ 200

Five hundred & no/100 Dollars

Date 2/1/2001

Photo
Safe
Deposit®
Details on back



Harbor

Mortgage Concession Lease

Memo_

555101192299788120 :1527304220:

CONCESSION BID RESULT MEMORANDUM

Concession Location: Presque Isle Harbor
Concession Type: Restaurant
Bid Date: 4-30-19
Bid Time: 2:00 pm

[illegible]

BID PROPOSAL FORM

OFFER TO OPERATE STATE PARK CONCESSION BY SEALED BID

Parks and Recreation Division
Michigan Department of Natural Resources
Roscommon Customer Service Center
8717 North Roscommon Road
Roscommon, MI 48653

BID DUE DATE
DATE: April 30, 2019
TIME: 2:00 pm

To Whom It May Concern:

I offer to operate and maintain the concession at **Presque Isle State Harbor**, for the convenience of the public, in accordance with requirements set forth in the Invitation to Bid, dated **April 30, 2019** for a term of three (3) years, which may be extended for an additional four (4) years, and to make payment to the Michigan Department of Natural Resources, for the privilege of so doing, the following:

A Percentage of Gross Sales Fee, in the amount of 2.5 %, payable to the State, as identified in Sample Contract Section II.2.

If selected, I AGREE, that within thirty(30) days of notification of acceptance of my offer, I will enter into negotiations with the Department of Natural Resources for a contract to furnish concession services as required, for the period specified above, the provisions of which will be based on the Standard Concession Contract prescribed by the Department of Natural Resources.

Attached are the following documents and references to support my offer:

- ☐ Bid Proposal Form
- ☐ Concession Bidder Qualification Statement
- ☐ Bid Guarantee Payment in the amount of **\$200**
- ☐ Bank Statement of Credit in the amount of **\$125,000**
- ☐ Other: _____

Printed Name: Heather Ryan

Signature: Heather Ryan

Telephone: n/a Cell: 989-351-9498

Address: 470 W Ontario St
Rogers City, MI 49779

CONCESSION BIDDER QUALIFICATION STATEMENT

Check One: ___ An Individual, ___ A Co-Partnership, X A Corporation

Submitted by: Presque Isle Harbor Corporation

With principal office at: 5529 East Grand Lake Rd Presque Isle, MI 49777

The completion and submission of this questionnaire and the required attachments reflects accurate and truthful statements of the signatory. Attach additional pages if necessary.

BUSINESS EXPERIENCE:

1. Describe the experience you/your organization has had in businesses related to the one being bid. 35 years of experience operating the Portage Restaurant
2. If you plan to use a manager, describe the manager's experience and qualifications. Bill Novak, 30+ yrs experience in restaurant industry
Ray Kenyon, 40+ yrs experience in restaurant industry
3. Do you plan to sublet or assign any portion or the entire contract to another party? If yes, explain. No
4. Please describe your staff plan. Staffing adequate to business projections
5. Describe your marketing, advertising, and sales promotion plans including the annual budget specifically for each activity.
\$300 a month for print and radio advertising
6. Describe the menu, merchandise, and/or services you would offer. Make the list as comprehensive as possible. If applicable, attach a menu.
We have a full menu with pizza and ice cream
7. List all major equipment you will supply to provide products and services required in this bid document. Already fully equipped
8. Describe your plans for maintenance and repair of the property.
Maintenance and repair as needed, per former lease.
9. Describe your methods for daily bookkeeping, accounting, and recording revenues on a daily basis.
POS system in place, Quickbooks, and employed accountant

10. Provide financial statements prepared by a Certified Public Accountant in accordance with generally accepted accounting principles for your organization's last fiscal year demonstrating the firm's ability to operate.

Provided in previous bid package

11. How much working capital, for the initial inventory investment are you prepared to provide?

\$ 12,000

12. Approximately what portion of the aggregate of initial investment and working capital do you plan to finance?

\$ 12,000

13. In what other businesses are you financially interested?

None

14. Liens, suits, judgments, defaults, and contingent liabilities: Explain fully any affirmative answers to the following on the reverse side.

- A. Have you ever failed in business or compromised with creditors?

Yes _____ No X

- B. Have you or your company ever failed to fulfill the requirements of a contract?

Yes _____ No X

- C. Have any liens ever been filed against any of your work?

Yes X No _____

- D. Are there any judgments, suits, or claims pending against you?

Yes _____ No X *Past liens, all reconciled*

- E. Are you acting as endorser for others on their notes or accounts?

Yes _____ No X

- F. List names, address, phone number, and contact person of insurance carrier who will provide your liability and vehicle insurance.

F1. What is coverage deductible if any?

- F2. Provide a copy of the operational limitations required by your proposed insurance carrier.

15. List a minimum of two (2) personal and two (2) business references, with addresses and telephone numbers on the following page:

	Personal Reference 1	Personal Reference 2
Name:	Ray Kenyon	Bill Novak
Address:	8621 E Grand Lake Rd Presque Isle, MI 49777	590 E. Metz Hwy Posen, MI 49776
Phone:	989-619-4414	989-746-8316
	Business Reference 1	Business Reference 2
Name:	Brian Pagels	Richard Vogelheim
Business:	Lakeshore Plumbing & Heating	Richard's Clothing
Address:	1587 M-32 Alpena, MI 49707	245 N. 3rd St. Rogers City, MI 49779
Phone:	989-657-2349	989-734-3676

16. You may, if you desire, provide a narrative that would include anything you feel might assist the Department in evaluating your experience or plan of operation. If appropriate, describe plans you may have for refurbishing, including projected expenditures. Attach additional sheets if necessary.

The subscriber of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories herein made.

Heather Ryan
SIGNATURE OF BIDDER

STATE OF MICHIGAN, COUNTY OF Presque Isle The foregoing instrument was acknowledged before me this 15th day of April, 2019 by JANT DULLACK for Contractor.

JANT DULLACK
JANT DULLACK, Notary Public
State of Michigan, County of Presque Isle
My Commission Expires: Dec. 2, 2019
Acting in the County of: Presque Isle

Presque Isle Harbor Corporation

"THE PORTAGE"

5529 E. Grand Lake Road; Presque Isle, MI 49777

989-595-6051

The attached bid is updated, referencing our prior bid submitted on February 25th, 2019.

Please feel free to contact me at anytime on this matter, I look forward to hearing from you.



Heather Ryan, President

hlryan88@gmail.com

989.351.9498

Presque Isle Harbor Corporation

"THE PORTAGE"

5529 E. Grand Lake Road; Presque Isle, MI 49777

989-595-6051

Bid Proposal Section 16:

The Presque Isle Harbor Corporation has operated the Portage restaurant in the Presque Isle Harbor building for more than thirty years under a more or less standard net lease agreement. As part of this bid package the Corporation requests consideration to negotiate a new lease of this same type which would provide a continued community benefit as in the past, while alleviating a new and additional regulatory burden on the State DNR.

Relative to the provision of a slip for a floating B&B, the Corporation believes that this approach would be problematic as it does not possess a suitable watercraft for occupancy by the general public. However, we believe that the harbor can have a symbiotic relationship with the restaurant if the DNR would make available up to five slips at no charge during periods when the harbor is not otherwise fully occupied. These slips could be part of a patron promotional program which would enhance use of both the harbor facilities and the restaurant.

Regards,

Heather Ryan, President

Paul Jordan, Stockholder

JOHN C. VOGELHEIM
CLAY E. VOGELHEIM
354 E. HURON AVE.
ROGERS CITY, MI 49779
(989) 733-0444

1535
74-347/724

Date 2/1/2019

Pay to the Order of State of M.I. \$ 200.00
Two hundred + no/100



Dollars



P.O. Harbor

[Signature]

Memo

Mortgage Concession Lease

⑆072403473⑆ 02188466726⑈01535

**STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION DIVISION**

CONCESSION CONTRACT

(Required under authority of Act 451, P.A. 1994.
Failure to comply with conditions may result in
cancellation or termination of Contract.)

PROPERTY: **Presque Isle State Harbor**

CONTRACTOR: _____

CONCESSION: **Restaurant and Floating Bed and Breakfast**

EXPIRES: **November 31, 2021**

PREFACE

The State of Michigan, Department of Natural Resources ("Department"), provides facilities for the use and enjoyment of the public. The responsibility of the Department is to operate or contract for the operation of the facilities so as to maximize service and benefit to the public according to approved standards. The facilities included in this Contract are made available to the Contractor with the intent that the Contractor will operate them according to those standards to provide maximum use, service, and benefit to the public.

It is fully understood that the granting of this Contract to the Contractor by the Department of Natural Resources **DOES NOT GRANT EXCLUSIVE RIGHTS** to the **ENTIRE PROPERTY** where the concession is located, unless expressly provided for herein. This Contract grants rights to the Contractor to provide goods and services specified under Section IV for the Premises identified in Section II.C.1. It is also understood that the Department is charged with the management of the property and shall make all decisions as to what concessions shall or shall not be located on the property and where these concessions shall be located.

I. GRANT OF CONCESSION CONTRACT

The Department in consideration of the covenants and representations in this concession Contract ("Contract") grants to:

Name: _____

Address: _____

Telephone number at concession: _____

At home: _____ Cell: _____

Email address: _____

(“Contractor”), this Contract to operate a concession at **Presque Isle State Harbor in Presque Isle County** (the “Property”). This Contract is subject to the right of the Department to terminate this Contract upon the Contractor’s failure to perform the required services in a satisfactory manner.

II. CONDITIONS

A. **Contract Term.** The Contract term shall begin at 12:01 a.m. local time on the date the Contract is executed by the Department, and end at midnight, local time, on **November 30, 2021.**

B. **Contract Fee.**

1. The fee payable (“Contract Fee”) by the Contractor to the Department for the rights and privileges conveyed in the Contract shall be as follows:

A Percentage of Gross Income in the amount of _____ %, payable on the following schedule:

<u>Sales Month</u>	<u>Payment Due</u>
May	June 15
June	July 15
July	August 15
August	September 15
September	October 15
October	November 15

2. Payment of the Contract Fee shall be paid to the Department and made payable to the “State of Michigan” according to the above schedule and presented to the following address:

P.H. Hoefft State Park, 5001 US-23 North, Rogers City, MI 49779

3. A \$10 per day Late Fee must be paid to the Department by the Contractor for every day beyond the designated day of the month that the Contract Fee is not paid. If the Contract Fee is unpaid beyond the contract expiration date, the Late Fee will accrue until it is paid.
4. Failure to pay the Contract Fee on time will be grounds for the Department to terminate the Contract.
5. For purposes of this Section, Gross Income shall be the total amount of all receipts in cash, credits, property, or interest of whatever kind received by the Contractor from all business done under the provisions of this Contract, but it shall not include Recreational Passport sales, fishing and hunting licenses sales, internal sales, state lottery tickets, soft drink container deposits, sales tax receipts, or other taxes.

C. **Department’s Property, Buildings, and Equipment.**

1. The Department has provided the below listed property, buildings, and items of equipment, for the use of the Contractor for this Contract. The area included within this Contract (“Premises”) shall be

The restaurant building located within the Presque Isle State Harbor including its two restaurants, kitchens, restrooms, laundry room, storage rooms, office space, sidewalks, landscaping, and grassy areas between the restaurant and the harbor parking lot and walkways. The building shall be turned over to the Contractor as-is.

One harbor slip may be provided for utilization as a floating bed and breakfast lodging experience. This amenity must meet Americans with Disabilities Act (ADA) requirements.

2. The Department has the exclusive authority to restrict access to areas of the Premises the Department deems necessary for any safety or environmental concerns.
3. All buildings and parts of the buildings and grounds covered specifically in this Contract shall be open to inspection during normal business hours by persons authorized by the Department.
4. The Department does not warrant the provision of any water, sewer, gas, electric or telephone utilities to the Contractor. Such utilities are solely the responsibility of the vendors or governmental agencies providing such utilities. The Department is not responsible for any direct or consequential damages resulting from the failure of these utilities due to any cause whatsoever. In the case of Department-owned wells and septic fields, the Department endeavors to provide complying facilities, but is not responsible for any direct or consequential damages to the Contractor resulting from the failure of such facilities.
5. Smoking is prohibited in all State government facilities. This prohibition shall include all facilities operated by the Contractor.
6. Pets of any type are prohibited in all facilities, except service animals as defined in 28 CFR 36.104 which shall be allowed while performing their duties.

D. Operation of Concession.

1. The Department grants the Contractor the exclusive rights to provide the goods and services authorized by this agreement and identified in Section IV.

E. Visitors. The Department does not guarantee a specific number of visitors to the Property and accepts no responsibility for the lack of visitors for any reason.

F. Operating Schedule.

1. The Contractor shall maintain the Premises, provided in the Contract, open and available to patronage by the public in accordance with the following minimum schedule. The minimum season, days, and hours of operation shall be as follows:

**Mid-May through Late October:
Sunday through Saturday, 11 am to 9 pm**

The Contractor may obtain permission from the Department to open for a longer term before and after the above stated season.

2. The Contractor must not operate for lesser periods without the prior written approval of the Department unless circumstances beyond the control of either party make it necessary to take emergency action. In such cases, the Contractor must report the circumstances in writing to the Department at the earliest possible moment. In case of inclement weather, the concession may close early with the Department's permission.

- G. **Posting of Operation Schedule.** The Operating Schedule of this concession shall be posted at the harbor office, on the harbor bulletin boards, and in an exposed location at the Premises.

III. **CONTRACTOR'S COVENANTS AND REPRESENTATIONS**

- A. **Indemnification.** Contractor hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to the issuance of this Contract, the activities authorized by this Contract, and the use or occupancy of the Premises which are subject of this contract by the Contractor, its employees, contractors, or its authorized representatives; arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceedings against the Department arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Contractor;
2. any claim, demand, action, citation or legal proceeding against the Department arising out of or related to occurrences that Contractor is required to insure against as provided for in this Contract; and
3. any claim, demand, action, citation or legal proceeding against the Department arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the Department.

- B. **No Unnamed Partners.** The Contractor represents that there are no unnamed partners legally interested in or having authority over the entity, operation or management of the concession and further represents that the Contractor is the only person/entity responsible for carrying out the Contractor's duties as written in the Contract.

- C. **Assignment and Delegation.**

1. The Contractor shall not sell, mortgage, rent, assign or parcel out the Contract hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Contract for any purpose whatsoever without first obtaining the prior written consent of the

Department. Such action by the Contractor without the prior written approval of the Department shall be cause for the immediate termination of this Contract.

2. The Contractor may not assign this Contract or any of its obligations under this Contract to any other party (whether by operation of law or otherwise) without the prior written consent of the Department. Any purported assignment violating this Section is void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Department.

D. Subcontractors.

1. The Contractor cannot delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid without the prior written consent of the Department.
2. The Contractor is responsible for performing all of its obligations under this Contract, whether the obligations are performed by the Contractor or subcontractor. The Contractor is exclusively responsible for the adherence by subcontractors to all provisions of this Contract. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any costs resulting from the Contract.
3. The State reserves the right to approve any subcontractor hired to perform the Contractor's obligations under this Contract and the right to require the Contractor to replace any subcontractor found unacceptable by the Department.

E. Relationship of the Parties. The relationship between the Department and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the Department for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

F. Contracts. The Contractor may execute contracts or agreements as the operator of the concession. The language of the contracts or agreements shall not obligate the Department or conflict with the terms of this Contract, and must contain a provision for automatic termination upon the termination of this Contract. The Contractor shall indemnify, defend, and exculpate the Department from any liability which may accrue or be asserted against the Department under such contracts or agreements.

IV. SALE OF PRODUCTS AND SERVICES

A. The Department reserves the right to approve the sale of all products and services. The Contractor agrees to conduct and use the Premises for no other purpose than those stated in this Contract.

B. Products and Services. The concession granted under the provisions of this Contract is as follows:

Products to include: Full menu including sea food, pizza, ice cream, soft drinks and alcoholic beverages and other items as approved by the Department. The Contractor may also sell clothing and souvenirs.

Products and services may include floating bed and breakfast services.

C. Food and Beverages.

1. Contractor may sell the food and beverages including prepared and grilled items, pre-packaged foods, soft drink products, alcohol products, and ice cream products.
2. The public health and wellbeing of the visitors to the Property is important to the Department. The Contractor is required to provide a variety of foods that allow healthy options, including, but not limited to, fresh fruits and vegetables and items with lower sodium, sugar, and fat content.
3. Contractor is encouraged to market concession products in a way that may help customers make healthier food choices when making a purchase. Examples include, lower prices for healthier options, listing calorie counts, or putting healthy options in prime sale areas.
4. Food may be prepared by the Contractor only if the Contractor equips the facility with the minimum items necessary for the safe preparation and service of foods in accordance with any applicable state and local laws (see **Section VIII.D.9.**).
5. The Department reserves the right to designate a specific company to provide beverages sold by any means. If the Department elects to designate a specific company's product, the Contractor shall sell only their product line.
6. The Contractor shall obtain and maintain a Michigan Liquor License throughout the duration of the Contract at its own expense. A copy of the Liquor License shall be supplied to the Department within seven (7) days of its receipt.

D. Clothing and Souvenirs.

1. Contractor is permitted to sell clothing and souvenirs which advertise Presque Isle State Harbor and/or Michigan State Parks.
2. The Department reserves the right to sell merchandising products within the Premises. To the extent possible, the Department will strive to work with Contractor in coordination of sale of these products.
3. Contractor is encouraged to utilize the Department's contract with its merchandising program vendor. The contracted vendor provides advertisement and promotion opportunities, and offers the Contractor a discount for wholesale products tailored to Presque Isle State Harbor. To order wholesale product online, please visit:

Lower Peninsula:

**Peninsulas, LLC – <http://www.shoppeninsulas.com/>
(248) 705-1728**

E. Floating Bed and Breakfast.

- 1. A floating bed and breakfast amenity may be offered as an alternative lodging experience. This amenity shall not be utilized as a boat rental or living quarters for the Contractor.**
2. The watercraft shall meet Americans with Disabilities Act (ADA) requirements.
3. Watercraft must be approved by the Department and must pass a yearly inspection by the local County Sheriff's Office, if required by State law. Verification of this inspection shall be provided to the Unit Supervisor prior to the operating season. Failure to do so will result in the inability to open. Any watercraft on the Great Lakes and navigable connecting waters thereof, must comply with U.S. Coast Guard regulations.
4. Watercraft shall be equipped with U.S. Coast Guard approved life preservers equal to the maximum authorized capacity of the watercraft, a satisfactory anchor and line, and oars in good condition. Also, as required by Michigan Compiled Law (MCL) 324.80142, the Contractor must comply with the following:
 - a. Except as provided in MCL 324.80142(3), a person shall not operate a vessel on the waters of this state unless each person in an open deck area on board the vessel who is less than six (6) years of age is wearing a Type I or Type II Personal Flotation Device (PFD) as described in R 281.1234 of the Michigan Administrative Code.
 - b. A parent or guardian of a child less than six (6) years of age who accompanies that child on board a vessel that is not a charter boat described in MCL 324.80142(3) shall ensure that the child is wearing a PFD that complies with this Section.
5. As provided in MCL 324.80142(3), Section IV.F.2. does not apply to a charter boat or Class C vessel (as those terms are defined in MCL 324.44501) bearing either of the following:
 - a. A valid certificate of inspection issued by the United States Coast Guard that verifies the charter boat's compliance with Subchapter H or Subchapter T of the code of federal regulations, 46 C.F.R. 70.01-1 to 80.40 and 175.01-1 to 185-30.
 - b. A valid certificate of inspection issued by the department for a Class C vessel that is greater than 45 feet in length.
6. As provided in MCL 324.80142(5), a person who violates Section IV.F.2. of this Contract is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00.
7. The Contractor is also required to make available a selection of Commercial Type I or II life vests in a variety of sizes for customers over the age of six (6) who request them.

8. The Contractor shall register all watercraft with the Secretary of State in accordance with State law.
 9. The Contractor shall require that all parties sign a waiver, on a form designated by the Department, prior to renting watercraft.
 10. The Department reserves the right to inspect the floating bed and breakfast at any time and to remove from service, watercraft deemed unsafe for public use. Watercraft determined by the Park Supervisor to be unsafe or unsightly must be removed from the Premises.
 11. The Contractor must submit to the Park Supervisor, a detailed plan for any dock or storage facility for approval by PRD, prior to construction or installation.
- F. **Additional Items.** The Contractor is encouraged to provide additional good and/or services. Sale/rental of additional items not provided for under **Section IV**, requires the prior written approval of the Department.
- G. **Credit Cards.** Visa and MasterCard credit cards must be accepted by the concession for all products and services.
- H. **Prohibited Merchandise.** The Contractor agrees not to offer for sale prohibited merchandise, including:
1. Undesignated beverages and food;
 2. Personal watercraft;
 3. Tobacco products of any kind;
 4. Flotation devices such as air mattresses, paddle boards, water wings, life jackets, inflated floats, and inner tubes which are not US Coast Guard approved.
 5. Pornographic pictures, books, magazines, or other such products;
 6. Fireworks of any kind, including Bag Bombs, Firecrackers, Sparklers, Smoke Bombs, and Chinese lanterns;
 7. Firearms or ammunition, BB or CO2 powered devices, slingshots, bows and arrows;
 8. Carry-out alcoholic beverages, “mocktails”, or controlled substances;
 9. No children products that promote or portray unmoral, unethical, or unhealthy activities (i.e. candy cigarettes);
 10. All knives, except those with folding blades of 3” or less;
 11. Balloons; and
 12. Other items added to this list by the Department provided Contractor has been given written notification of the additional items.

I. Point of Sales (POS) System.

1. The Contractor shall furnish Point of Sales system (POS). The POS shall be kept in full view of the public and all sales shall be registered in the presence of the customer and have the capability of providing the customer with a receipt.
2. POS must be approved in writing, by the Department. Cash registers shall be equipped with the following cash control features when practical:
 - a. Sales indication windows which are visible from the front and back of the register.
 - b. Non-resettable grand total counter. Total cannot be reset with a key or by any other means.
3. The POS system shall provide the following required reports:
 - a. Daily, weekly, monthly, and annual report on specific product name and units sold.
 - b. Daily, weekly, monthly, and annual summary to specific type of transaction. System needs to show total credit card sales, coupon transactions, and direct cash operations.
 - c. Inventory summary of products sold and what should be on hand.
 - d. Products purchased from third party vendors.

J. Pre-numbered Tickets or Receipts: If the Department determines the requirements for POS described in Section IV.I. are not practical, the Contractor shall use an attraction log, ticketing system, or issue a pre-numbered receipt register, or pre-numbered ticket as approved by the Department. Transaction date/time must be included on all tickets as well. POS must maintain accurate schedule and timing.

K. Rates, Prices, and Charges.

1. Ten (10) days before starting, the Contractor shall submit to the Department for approval a listing of the products.
2. Product list must include proposed prices.
3. All prices charged are subject to approval of the Department.
4. The Contractor shall maintain on public display, a neat and legible sign showing the approved prices for the sale of goods/services. If practicable, such prices shall be comparable to prices charged for similar merchandise in the locality in which the concession is operated.

V. ADDITIONAL TERMS

- A. Annually, Contractor must submit a proposed menu (identifying “Healthy” food choices) for Department approval.
- B. Contractor cannot play music the outside of the building/vessel.
- C. No storage will be allowed outside of the restaurant building.
- D. Department is not responsible for any delays or cancellations due to power outages or weather-related issues.
- E. Contractor is responsible to maintain equipment in a safe and workable condition at all times.
- F. Contractor may set up tents/tables/chairs at the concession area with prior Department approval. Tents/tables/chairs may be for daily event use only and must be removed prior to daily close of the Premises.
- G. Contractor acknowledges that Department is not liable for any theft, vandalism, or damage that may occur to Contractor equipment/supplies.
- H. No motor vehicles will be allowed off paved surfaces.
- I. Contractor is responsible for adhering to all state laws, traffic laws, and local ordinances on the Premises.
- J. If using a vehicle, Contractor driver(s) must carry valid operators’ license in their possession at all times.
- K. Contractor vehicles accessing the Premises will be required to have a valid Recreation Passport affixed.
- L. Department and/or the Friends Group reserve the right to sell merchandising products within the Premises.
- M. Contractor may not prohibit visitors and/or Department staff from bringing food from home or ordering food outside of the Premises and having it delivered to the Premises.
- N. Contractor and concession staff must wear uniforms identifiable by the public, complete with employee name tag.

VI. ACCOUNTING, REPORTING, AND ADVERTISING

A. Accounting Records.

1. All POS tapes, attraction logs, pre-numbered tickets and receipt registers shall be kept by the Contractor with the applicable monthly sales reports for audit by the Department for the life of the Contract, plus one (1) year.
2. The Contractor shall keep or cause to be kept accurate books, records, and accounts of its operations under the Contract, separate and apart from other operations.

3. All such records shall be maintained in accordance with generally accepted accounting practices (GAAP).
4. The Contractor shall make all bank deposits, cash register tapes, pre-numbered tickets, permits, customer receipts, attraction logs and reports concerning the operation available to the Department at such times as the Department may require.
5. Separate accounting records shall be maintained for each facility or operation in the Contract.

B. Monthly Reports.

1. The Contractor shall furnish the Department with a monthly statement for the previous calendar month showing the gross amount of moneys received, on forms furnished by the Department.
2. The original copy of the monthly report shall be submitted to the Department prior to the 15th day of each month.
3. Failure to submit a monthly statement on time will be grounds for the Department to terminate the Contract.

C. Annual Profit and Loss Statement.

1. No later than sixty (60) days following the yearly closing of the concession, the Contractor shall submit an annual Profit and Loss Statement for that season's operations on forms furnished by the Department.
2. This report is to be sent directly to Department of Natural Resources, PRD, Roscommon Customer Service Center, Attn: Concession and Lease Manager, 8717 North Roscommon Road, Roscommon, MI 48653.

D. Lien. To secure the payment of all Contract Fees and liquidated damages, the Contractor acknowledges that the Department may place a lien on all personal property owned by the Contractor which is located in the Premises used in the operation of the concession.

E. Utilities, Telephone, Internet/Cable.

1. The Contractor shall pay for all utilities used in or about the concession, including but not limited to: **electric, water, sewer, liquefied petroleum gas, and refuse.**
2. Contractor must have a telephone assigned for concession use, at Contractor's expense, and shall pay all related costs. Contractor is required to provide phone number to Department.
3. In addition, Contractor is encouraged to provide internet services at the concession location for use of visitors.
4. Failure to pay telephone, cable/internet, refuse and utility bills will result in termination of this Contract.

F. **Taxes.** The Contractor shall pay all federal, state, and local taxes, assessments, or fees which are or which may become legally chargeable to the business operated under the terms of the Contract.

G. **Advertising.**

1. The Contractor will conduct a balanced advertising effort directed at developing more business under the provisions of the Contract.
2. All promotions, contracts, scripts, texts, and layouts must be submitted to the Department for written approval prior to execution or implementation.
3. The Contractor shall not employ or use any persons known as “hawkers,” “spielers,” “criers,” or other noisemakers or means of attracting attention to the Contractor’s business.
4. The Contractor must include information regarding the Recreation Passport requirement on all web pages, advertisements, and social media platforms.

VII. CONTRACT OPERATION

A. **Standard of Performance.**

1. The Contractor shall provide operation supervision and shall operate the business under the Contract in accordance with the laws of the State of Michigan.
2. Any dispute arising under this Contract must be resolved in the Michigan Court of Claims.
3. In performing services for the State under this Contract, the Contractor must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with any applicable state agency rules that the Department provides to the Contractor.
4. Use of the Premises for purposes other than those permitted in this Contract shall be grounds for termination of the Contract.

B. **Supervision by Property Manager.** The Department is responsible for the general management of the area on which this concession is located. The day-to-day oversight of the Contract, with respect to the quality of service rendered, hours the concession is open, sanitation, exterior building maintenance and other operational matters as the Department may designate, shall be determined by the Department.

C. **Discrimination.**

1. The Contractor shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA 435, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other Federal, State, and local fair employment practice and equal opportunity laws, and covenants that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to his or her hire,

tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

2. The Contractor agrees to include, in every subcontract entered into for the performance of this Contract, covenants not to discriminate in employment.
3. No individual shall be denied ingress or egress to the property covered in this Contract on the basis of race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability.
4. Contractor's breach of the covenants in VII.C.1, VII.C.2. and VII.C.3. shall be regarded as a failure to comply with this Contract and is cause for its termination.

D. Unfair Labor Practices. Under the State Contracts with Certain Employers Prohibited Act, MCL 423.321 *et seq.*, the Department must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the Contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Department may void any contract if, after award of the contract, the name of contractor as an employer or the name of the subcontractor, manufacturer, or supplier of the contractor appears in the register.

VIII. MAINTENANCE

A. Alterations.

1. Alterations and repairs incidental to the operation of the concession may be made by the Contractor at the expense of the Contractor, but only with the specific written approval of the Department.
2. Any additions or improvements made to the buildings or surrounding premises shall become the property of the Department at the termination of this Contract, except as may be otherwise stated in the Contract.

B. Sanitation.

1. The Contractor responsible for obtaining/paying for refuse containers.
2. The Contractor shall collect and deposit, in approved sanitary containers, all garbage, waste and debris within a fifty (50) feet radius surrounding the concession area for disposal in a licensed sanitary landfill.
3. Department will work with Contractor to identify site location of refuse containers.
4. Contractor is also responsible for collection, removal, and disposal of all grease products.

5. Contractor shall keep the Premises (including bathrooms) occupied under the Contract in a clean and sanitary condition and in conformity with established state and local standards and rules for sanitation and public health.

C. Maintenance of Buildings and Fixtures.

1. The Contractor will maintain and keep in repair the interior and exterior of buildings furnished for use of the Contractor, including but not limited to:
 - a. Keeping in repair and/or replacing all fixtures, furnishings, and equipment of the Department provided for by use of the Contractor.
 - b. The maintenance, repair, and decorating of the buildings shall be done by the Contractor to the approval and satisfaction of the Department.
2. Contractor acknowledges that many of the structures in the Premises are considered “Historic” and as such, have specific requirements regarding repair materials and techniques. Alterations to structures that may significantly impact the “Historic Value” of said structure will not be permitted. Notwithstanding the foregoing, Contractor may make alterations and repairs that are architecturally consistent with the current structures, subject to prior written approval of the Department. Such approval shall not be unreasonably withheld.
3. Any additional or improvements made to the Premises shall become the property of the Department upon installation.

D. Special Contractor Responsibilities.

1. Maintain and replace all lights, water heater, well, and bathroom fixtures as needed.
2. Maintain and replace vent fan system over cooking grill as needed.
3. Service grease pit and arrange/pay for disposal of all cooking oils.
4. Arrange and pay for septic tank pump out three times each year. A copy of the pump out receipt shall be provided to the Unit Supervisor within seven (7) days of receipt.
5. Arrange and pay for annual servicing of fire extinguishers.
6. Arrange and pay for annual water testing. The Contractor shall ensure that water passes the annual testing prior to serving the customers each term year.
7. Dispose of unused/inoperable Contractor-owned equipment.
8. Clean interior and exterior of Premises on a daily basis or more often as necessary.
9. Paint interior of buildings according to Department specifications, as needed.
10. Keep all drains and sewer lines serving the Premises in working order.

11. Comply with all licensing and permit requirements, including but not limited to: Michigan Liquor Control, Health Department, Fire Marshall, DEQ, LARA.
12. Sweep the entrance, porch, sidewalk, and patio area, pickup and dispose of trash, and remove cobwebs from the Premises on a daily basis or more often as necessary.
13. Perform routine maintenance and electrical repairs to Premises including but not limited to: replacing faucets, valves, flush mechanisms, switches, fixtures, etc.
14. Submit copies of all approved permits and inspection reports to the Department Representative within seven (7) days of receipt.

E. Janitorial.

1. The Contractor shall perform cleaning and janitorial services within the Premises.
2. ALL areas of the Premises must be kept clean and safe. This includes, but is not limited to staff break areas, areas fenced off from visitors, and locations that are not visible to visitors.
3. The Contractor shall supply cleaning supplies which have been approved by the Department and must maintain "Material Data Safety Sheets" on site.
4. The Contractor is required, whenever possible and within reasonable costs, to equip appliances with energy reduction accessories, utilize environmentally friendly (green) cleaning and maintenance products and provide customers and employee recycling opportunities.

F. Cleanliness.

1. The Contractor shall maintain standards of cleanliness which will reflect favorable public opinion on the Contractor and the Department.
2. The Department may perform or have others perform the duties of the Contractor under this section, if the Department determines the Contractor has failed to maintain an acceptable standard of cleanliness.
3. The Contractor shall pay 105% of the cost of such work, whether performed by the Department, or by others, at the discretion of the Department.
4. If the Department determines the need for cleaning after the Contractor returns the facility at the termination of this Contract, the Contractor must reimburse the Department at the above rate for all cleaning costs incurred during that cleaning.

G. Environmental.

1. The parties agree that they will not bring onto the Premises any hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof), other than fuel necessary to operate Contractor's backup generator on the Premises, or underground storage tanks (collectively Environmental Hazards).

2. For purposes of this Contract, the term hazardous substances shall mean the term as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*, and any subsequent or amended regulations thereto and as defined in the Natural Resources and Environmental Protection Act, MCL 324.20101, *et seq.*, and any subsequent amendment thereto. The term hazardous wastes shall be as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, and any subsequent or amended regulations thereto.
 3. For purposes of this Contract, the term pollutants shall be as defined in the Clean Water Act, 33 U.S.C. §1251, *et seq.*, and any subsequent or amended regulations thereto.
 4. Each party shall promptly notify the other party in writing of any environmental accident, claim, or complaint involving the Premises or the Contractor's activities thereon.
 5. The Contractor shall not use or permit the storage of any illuminating oils, gas, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, or any substances or things in any buildings erected or any property covered by the Contract except in buildings specifically designated for this purpose.
- H. **Waste.** The Contractor shall not use or permit the storage of any illuminating oils, gas, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, or any substances or things in any buildings erected or any property covered by the Contract except in buildings specifically designated for this purpose.

IX. EQUIPMENT AND SUPPLIES

A. Equipment.

1. The Contractor must equip the concession with all needed equipment.
2. All equipment must be in new or like new condition.
3. Annually, the Contractor shall furnish the Department a complete inventory of equipment owned, leased, or loaned to the Contractor, on forms provided for that purpose. Any additional equipment shall be reported as soon as installed.
4. Department equipment in the Premises available for use by the Contractor includes:

Concession building, equipment that is attached to the facility, and one (1) harbor slip
5. Contractor acknowledges that any equipment available for use by the Contractor is not the responsibility of the Department to fix and/or replace.
6. Permanent fixtures may be installed only with the written approval of the Department.
7. All equipment that becomes a permanent fixture to the building or structure and fastened thereto shall become the ~~48~~ property of the Department.

8. Permanent fixtures may be installed only with the written approval of the Department.
9. All equipment and materials to be kept on the Premises in connection with the concession shall be supplied at the Contractor's own cost and expense.
10. Contractor has the following special equipment requirements:

Michigan Liquor license, kitchen and cooking equipment, dining room furniture

- B. **Coin-operated.** The Contractor shall not permit or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, juke boxes (music boxes, record/CD players), or similar devices in or about the Premises.
- C. **Alteration of Premises.** The Contractor shall not install, move, or alter any permanent or temporary equipment belonging to the Department in or about the Premises. The Contractor shall not modify water supply lines, waste lines, electric lines, or other utility, machinery or fixtures, except upon written permission from the Department.
- D. **Vending Equipment.** The Contractor shall secure the written approval of the Department prior to the installation on the Premises of any vending equipment. All such machines must be equipped with non-resettable, automatic product sale counters. The Department must be permitted to read these counters as needed to audit sales.

X. EMPLOYEES

A. Employment.

1. The Contractor shall employ and maintain such help and labor as may be necessary to operate the concession in a manner acceptable to the Department.
2. Annually, the Contractor shall provide the Department with the names and position of all employees/volunteers.
3. With the prior approval of the Department, the Contractor may employ a manager who is satisfactory to the Department.
4. If, at any time, the Department shall be of the opinion that any agent/employee/volunteer of the Contractor has engaged in improper conduct on the Premises, the Department shall notify the Contractor and the Contractor shall take appropriate action to correct the agent/employee/volunteer related problem, including discharge of agent/employee/volunteer or reassigning such agent/employee/volunteer to duties not related to the park concession contract.

B. Moral Conduct.

1. The Contractor shall prohibit gambling, drinking, discourtesy to guests, and other illegal and/or undesirable acts by employees/agents/volunteers, whether on or off duty on the Premises.

2. All employees/agents/volunteers must use appropriate ("G" rated) language and actions at all times.
3. Annually, the Contractor is required to complete background checks (ICHat) and Sex Offender Registry checks on all employees/agents/volunteers prior to them performing work at the Premises. Contractor must provide the information to the Department for review prior to the employee's, agent's, or volunteer's start of work.
4. The Department reserves the ability to suspend or remove a concession employee/agent/volunteer who has violated a law or park rule or performed inappropriate customer service. Department will work cooperatively with Contractor to ensure enough time for proper staffing.
5. The Department prohibits alcohol consumption or drug use while on duty, possession of a drug or an open alcoholic beverage container on state-owned/leased property or in a state-owned/leased vehicle and reporting to duty or being on duty with a prohibited level of alcohol or drugs.

Contractor and employees/volunteers of the Contractor shall not consume alcohol or use drugs while on duty. Possession of a drug or an open alcoholic beverage container by a Contractor or employee/volunteer, while on state-owned/leased property or in a state-owned/leased vehicle, is likewise prohibited.

A Contractor and employee/volunteer of the Contractor shall not report to duty or be on duty with a level of alcohol or drugs in his or her bodily fluids that is prohibited by Michigan Civil Service Commission (CSC) Rule 2-7.1 and Civil Service Commission (CSC) Regulation 2.07 and 2.08. If there is reasonable suspicion that a Contractor or employee/volunteer of the Contractor has reported for duty or is on duty with a prohibited level, the Contractor or employee/volunteer of the Contractor shall submit to a drug test or an alcohol test.

An Contractor and employee/volunteer of the Contractor who 1) consumes alcohol or uses drugs while on duty; 2) possess a drug or an open alcoholic beverage container while on state-owned/leased property or in a state-owned/leased vehicle; 3) reports to duty or is on duty with a level of alcohol or drugs prohibited by CSC Rule 2-7.1 and CSC Regulation 2.07 and 2.08; 4) refuses to submit to a drug test or an alcohol test when there is reasonable suspicion the Contractor and employee/volunteer of the Contractor is in violation of CSC Rule 2-7.1 and CSC Regulation 2.07 and 2.08, OR 5) interferes or tampers with reasonable suspicion drug or alcohol testing, shall be subject to disciplinary action, up to and including termination of the Contract.

As used in this Contract, the terms "drug" and "drugs" means a controlled substance, or a controlled substance analogue listed in Schedule 1 or 2 of Part 72 of the Michigan Public Health Code.

C. Appearance.

1. All concession personnel who come in contact with the public shall be neat, clean, and in uniforms identifiable by the public, complete with employee name tag identification. Uniforms shall be approved by the Department.

2. All Contractor employees/volunteers will assure proper hygiene is maintained, including, but not limited to, showering daily, maintaining a clean and acceptable appearance, and removal/covering of un-family friendly body piercings and tattoos.

D. Training.

1. To promote the facilities of the Department of Natural Resources and to provide quality service to the public, employees/volunteers of the Contractor must receive thorough training.
2. Concession operators and their employees/volunteers must attend seasonal training programs if offered by the Department on the Property where the Premises is located. These training programs will acquaint personnel with information about the property, as well as information to disseminate to the general public.
3. In addition, designated Department staff will be invited to Contractor concession trainings. Department attendees will then share key training information with their staff.

E. Parking.

1. The Contractor, and all agents of the Contractor, shall park in areas designated by the Department.
2. The designated parking area may be changed by the Department to facilitate construction, to protect the public or the property.
3. The Department is not responsible for damage or theft to vehicles of the Contractor or the Contractor's agents.

F. Special Conditions.

1. No motor vehicles will be allowed, without Department prior approval, except on paved surfaces intended for vehicle use.
2. This Contract does not provide Contractor with the ability to go directly to the front of the line when entering the Property. Contractor must wait in line with all other park guests.
3. A valid Recreation Passport is required by all Contractor owned, and employee/volunteer owned vehicles entering the Property.

XI. INSURANCE AND PERFORMANCE GUARANTEE

A. General.

1. The Contractor is required to provide annual proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are

performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

2. The Contractor hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Contractor, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Contractor, its officers, employees or agents, in reference to the activities authorized by this Contract.
3. The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductibility amounts for any of the required policies must be approved by the Department.
4. The Department reserves the right to reject insurance written by an insurer the State deems unacceptable.
5. Before starting work the Contractor must furnish to the Department, certificate(s) of insurance verifying insurance coverage. The certificate must be on the standard "ACCORD" form. All such certificate(s) are to be prepared and submitted by the insurance provider and not by the Contractor. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies will not be cancelled or materially changed without thirty (30) days prior written notice having been given to Department.
6. The insurance must include as an additional insured – **State of Michigan and its Natural Resources Commission, Department of Natural Resources and their officers, servants, agents and employees.**
7. The Contractor is required to provide Commercial General Liability Insurance with the following minimum limits:

General Aggregate (other than Products-Completed Operations):	\$1,000,000
Products-Completed Operations Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit - Any One Fire	\$ 500,000

- B. Workers Compensation.** To the extent as required by law, the Contractor is required to provide Worker's Disability Compensation, disability benefit or other similar employee benefit act with minimum statutory limits. Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable. Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
- C. Automobile/Watercraft Insurance.** The Contractor must maintain automobile and/or Watercraft insurance required by law for claims arising from ownership, maintenance, or use of a motor vehicle or any watercraft equipment as may be required by this Contract.

D. Proof of Insurance.

1. All required Insurance shall be kept in force during the period of the Contract and shall be written for not less than the limits of liability specified above.
2. The Contractor is responsible for making each subcontractor comply with these insurance requirements.
3. All certificates of Insurance, or changes in insurance coverage, require approval by the Department and shall be filed with the Department prior to the Contractor's occupancy of the Premises and operation of the concession, for each year of the Contract.
4. The certificates shall contain a provision that the coverage's afforded under the policies will not be modified or cancelled until after at least thirty (30) days written notice to the Department.
5. Failure to comply with all insurance requirements specified in this contract may result in termination of this Contract.

E. Performance Guarantee.

1. The Contractor, as a prior condition to any rights under this Contract, shall furnish a performance guarantee in a manner and amount acceptable to the Department.
2. All performance guarantees must be written in such a manner that they provide continuous coverage for the term of the Contract and shall not expire until the Department has verified that vacancy has occurred without damage.
3. The guarantee shall be in continuous effect during the entire Contract period and shall not expire until the Contractor has received verification from the Department that no damage has occurred to the premises or Department equipment.
4. The condition of said guarantee shall be that the Contractor will faithfully keep and perform all covenants on the part of the Contractor as set forth in the Contract.
5. Proof of a guarantee currently in force must be kept continuously on file with the Department.
6. If such valid guarantee is not kept in force with written documentation provided to the Department, this Contract will be terminated by the Department.
7. **The guarantee shall contain a provision that it may not be cancelled except by written approval by the Department.** The performance guarantee requirement for this Contract is **\$10,000.**

XII. LIQUIDATED DAMAGES

- A. This Contract has been established to provide services, goods, or both, to the visitors of the Department's facilities and the citizens of the State of Michigan. The Contractor's failure to comply with the various provisions of the Contract may cause a loss of services or goods to

those visitors, and also may cause untimely delays in the administration of this Contract, depriving the Department of the agreed upon services or causing a loss of revenue. The Contractor's failure to comply with the provisions of this Contract will subject the Contractor to a system of liquidated damages as stated below.

B. Violations.

1. The Contractor will be provided with a written "Violation Notice" stating which provision of this Contract has been violated and a date by which the stated violation must be corrected.
2. If the violation has not been corrected by the date specified, the Contractor agrees to pay the Department liquidated damages in the sum of \$50 per day, per violation.
3. If after the seventh (7th) day, the violation is still not corrected, the Contractor agrees to pay an additional \$100 per day, per violation. This fee shall increase \$100 per violation every seven (7) days, until corrected.
4. If during the contract period a "Violation Notice" is issued for recurrent violation(s) the initial sum of the liquidated damages shall be \$100 per day, per violation; and increase every seven (7) days in the sum of \$200 per violation, per day.
5. The system of progressive liquidated damages is not intended to be in lieu of the Contractor performing according to the Contract provisions.
6. This liquidated damage provision does not waive or modify any rights the Department has to terminate this Contract pursuant to Section IX for violations of this Contract's terms.
7. The Department reserves the right to waive liquidated damages.

C. Failure to Open.

1. The Contractor shall be in full and complete operation with a full staff of employees on the first day of the term of operation as provided in Section II.D.1. of this Contract.
2. If the Contractor is not in full operation on that date (except for causes wholly beyond the control of the Contractor and not involving neglect by the Contractor), this Contract, at the option of the Department, may be terminated without notice. Upon termination, the Department may re-enter the Premises and obtain a new Contractor for the operation of the facilities.
3. In addition to any other remedy, the Department may assess liquidated damages of \$50 per day, per facility, for each day that any facility remains out-of-service because of non-performance by the Contractor.

XIII. EXTENSION / RENEGOTIATION / MODIFICATION

A. Extension and Renegotiation.

1. This Contract is subject to an annual review by the Department.
2. At the expiration date of the Contract, the Department, at its option, may grant an extension of the Contract, or renegotiate the Contract with the Contractor.
3. Every seven (7) years, this Contract must be put out for competitive bids. This Contract must be re-bid in **2025**.

B. Modification.

1. This Contract shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance.
2. No modifications of this Contract are effective unless in writing, signed by the parties, and executed in the same manner as this Contract was originally executed.
3. A party may waive or release the other party's breach or default only in writing.

C. Severability. Each provision of this Contract is severable from all other provisions of this Contract, and if one or more of the provisions of this Contract are declared invalid, the remaining provisions of the Contract remain in full force and effect.

IX. TERMINATION

A. Act of God. Whenever, as a result of any cause beyond the Department or Contractor's control (such as fire, flood, windstorm, or other acts of God or emergency declared by federal or state governments), the Department or the Contractor is prevented from complying with any obligation of this Contract, the Department or Contractor shall not be liable for any damages for default of this Contract. In the event of an Act of God causing noncompliance with the Contract, at the option of the Department, this Contract shall terminate and each party hereto shall be released from further obligation under the Contract.

B. Cancellation.

1. In the event that the Contractor wishes to cancel this Contract, Contractor may do so only with the prior written approval of the Department.
2. If the cancellation request is approved, it is understood that the Contractor will not be considered as a prospective bidder for that concession until after it has been determined that no other party is interested.
3. The Contractor may not cancel and the Department may not approve any request to cancel this Contract where the effective date for cancellation falls during any operating season established in accordance with Section II.D. above.

C. Termination.

1. Upon the failure of the Contractor to comply with any provision, stipulation, or condition of the Contract, including the regular payment of rent and fees as agreed upon, this Contract and concession may be terminated at the option of the Department.

2. In the event of the termination of this Contract for any cause, the Contractor shall be liable for that portion of the Contract Fee, Pro-rated to the effective date of such termination (see Section II B).

D. Cancellation for Convenience.

1. The Department may cancel this Contract for its convenience, in whole or part, if the Department determines that such a cancellation is in the Department's best interest.
2. Reasons for such cancellation shall be left to the sole discretion of the Department and may include, but not necessarily be limited to:
 - a. The Department no longer needs the services or products specified in the Contract.
 - b. Changes in laws, rules, or regulations that make implementation of the Contract services no longer practical or feasible.
 - c. Change in ownership of the State property or damage to the Premises.
 - d. Unacceptable prices for additional services requested by the Department.
3. The Department may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice thirty (30) days prior to the date of cancellation.
4. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

E. Vacating Premises.

1. The Contractor shall vacate the Premises by the expiration date of the Contract.
2. If termination shall occur, then the Contractor shall vacate the Premises within fifteen (15) days of termination.
3. No personal property on which the Department has placed a lien shall be removed from the Premises until all Contract Fees and other sums owed to the Department have been paid.

F. Waiver of Default. The failure of a party to insist upon strict adherence to any term of this Contract does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Contract.

G. Integration. This Contract constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This Contract supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

DEPARTMENT
STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
WITNESSED BY:

_____ Signature	_____ Date	_____ Ronald A. Olson, Chief	_____ Date
Printed Name: _____		DNR, Parks and Recreation Division	

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this _____, day of _____, 20__ by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

DIANE MARIE MUNSON, Notary Public
My Commission Expires: 07/04/2022
Acting in the County of: Ingham

CONTRACTOR

IN WITNESS WHEREOF, the parties to this Concession Contract subscribe their names on the date set forth below:

Witness

Contractor

Printed Name

Printed Name

Witness Signature

Date

Contractor Signature

Date

Title

STATE OF MICHIGAN, COUNTY OF _____ The foregoing instrument was acknowledged before me this _____, day of _____, 20__ by _____, for Contractor.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of: _____

**STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION DIVISION**

CONCESSION CONTRACT

(Required under authority of Act 451, P.A. 1994.
Failure to comply with conditions may result in
cancellation or termination of Contract.)

PROPERTY: **Presque Isle State Harbor Restaurant**

CONTRACTOR: _____

CONCESSION: **Restaurant**

EXPIRES: **November 30, 2023**

PREFACE

The State of Michigan, Department of Natural Resources (“Department”), provides facilities for the use and enjoyment of the public. The responsibility of the Department is to operate or contract for the operation of the facilities so as to maximize service and benefit to the public according to approved standards. The facilities included in this Contract are made available to the Contractor with the intent that the Contractor will operate them according to those standards to provide maximum use, service, and benefit to the public.

It is fully understood that the granting of this Contract to the Contractor by the Department of Natural Resources **DOES NOT GRANT EXCLUSIVE RIGHTS** to the **ENTIRE PROPERTY** where the concession is located, unless expressly provided for herein. This Contract grants rights to the Contractor to provide goods and services specified under Section IV for the Premises identified in Section II.C.1. It is also understood that the Department is charged with the management of the property and shall make all decisions as to what concessions shall or shall not be located on the property and where these concessions shall be located.

I. GRANT OF CONCESSION CONTRACT

The Department in consideration of the covenants and representations in this concession Contract (“Contract”) grants to:

Business Name: _____

Owner Name: _____

Address: _____

Home/Office: _____ Cell: _____

Email address: _____

(“Contractor”), this Contract to operate a concession at **Presque Isle State Harbor Restaurant** in **Presque Isle County** (the “Property”). This Contract is subject to the right of the Department to terminate this Contract upon the Contractor’s failure to perform the required services in a satisfactory manner.

II. CONDITIONS

A. **Contract Term.** The Contract term shall begin at 12:01 a.m. local time on the date the Contract is executed by the Department, and end at midnight, local time, on **November 30, 2023**. Upon satisfactory execution of the Contract requirements, the Contract Term may be renewed with Department approval through the **2027** operating season.

1. The Contractor shall cease operations on or prior to the Contract expiration. Contractor equipment may remain on the Premises until a new contract is secured in the spring of **2028**. *(NOTE TO BIDDER: If the bid articulates substantial financial investment, a 25-year lease may be issued to the selected bidder.)*

B. **Contract Fee.**

1. The fee payable (“Contract Fee”) by the Contractor to the Department for the rights and privileges conveyed in the Contract shall be as follows:

A Percentage of Gross Income in the amount of __%, payable by the 15th of the month proceeding sales.

2. Payment of the Contract Fee shall be paid to the Department and made payable to the “State of Michigan” according to the above schedule and presented to the following address: **P.H. Hoefft State Park, 5001 US-23 North, Rogers City, MI 49779**

3. A \$10 per day Late Fee must be paid to the Department by the Contractor for every day beyond the designated day of the month that the Contract Fee is not paid. If the Contract Fee is unpaid beyond the contract expiration date, the Late Fee will accrue until it is paid.

4. Failure to pay the Contract Fee on time will be grounds for the Department to terminate the Contract.

5. For purposes of this Section, Gross Income shall be the total amount of all receipts in cash, credits, property, or interest of whatever kind received by the Contractor from all business done under the provisions of this Contract, but it shall not include Recreational Passport sales, fishing and hunting licenses sales, internal sales, state lottery tickets, soft drink container deposits, sales tax receipts, or other taxes.

C. **Department’s Property, Buildings, and Equipment.**

1. The Department has provided the below listed property, buildings, and items of equipment, for the use of the Contractor for this Contract. The area included within this Contract (“Premises”) shall be:

The restaurant building located within the Presque Isle State Harbor including restaurant space, kitchen, restrooms, laundry room, storage rooms, office space,

sidewalks, landscaping, and grassy areas between the restaurant and the harbor parking lot and walkways. The building shall be turned over to the Contractor in an “as-is” condition.

The Department has the exclusive authority to restrict access to areas of the Premises the Department deems necessary for any safety or environmental concerns.

2. All buildings and parts of the buildings and grounds covered specifically in this Contract shall be open to inspection during normal business hours by persons authorized by the Department.
3. The Department does not warrant the provision of any water, sewer, gas, electric or telephone utilities to the Contractor. Such utilities are solely the responsibility of the vendors or utility companies providing such utilities. The Department is not responsible for any direct or consequential damages resulting from the failure of these utilities due to any cause whatsoever. In the case of Department-owned wells and septic fields, the Department endeavors to provide complying facilities, but is not responsible for any direct or consequential damages to the Contractor resulting from the failure of such facilities.
4. Smoking is prohibited in all State government facilities. This prohibition shall include all facilities operated by the Contractor.
5. Pets of any type are prohibited in all facilities, except service animals as defined in 28 CFR 36.104 which shall be allowed while performing their duties.

D. Operation of Concession.

1. The Department grants the Contractor the exclusive rights to provide the goods and services authorized by this agreement and identified in Section IV.

E. Visitors. The Department does not guarantee a specific number of visitors to the Property and accepts no responsibility for the lack of visitors for any reason.

F. Operating Schedule.

1. The Contractor shall maintain the Premises, provided in the Contract, open and available to patronage by the public in accordance with the following minimum schedule. The minimum season, days, and hours of operation shall be as follows:

**Mid-May through Late September:
Sunday through Saturday, 11 am to 9 pm**

The Contractor may obtain permission from the Department to open for a longer term before and after the above stated season.

2. The Contractor must not operate for lesser periods without the prior written approval of the Department unless circumstances beyond the control of either party make it necessary to take emergency action. In such cases, the Contractor must report the circumstances in

writing to the Department at the earliest possible moment. In case of inclement weather, the concession may close early with the Department's permission.

- G. **Posting of Operation Schedule.** The Operating Schedule of this concession shall be posted at the park office, on the park bulletin boards, and in an exposed location at the Premises.

III. **CONTRACTOR'S COVENANTS AND REPRESENTATIONS**

- A. **Indemnification.** Contractor hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to the issuance of this Contract, the activities authorized by this Contract, and the use or occupancy of the Premises which are subject of this contract by the Contractor, its employees, contractors, or its authorized representatives; arising from or in connection with any of the following:
1. Any claim, demand, action, citation or legal proceedings against the Department arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Contractor;
 2. Any claim, demand, action, citation or legal proceeding against the Department arising out of or related to occurrences that Contractor is required to insure against as provided for in this Contract; and
 3. Any claim, demand, action, citation or legal proceeding against the Department arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the Department.
- B. **No Unnamed Partners.** The Contractor represents that there are no unnamed partners legally interested in or having authority over the entity, operation or management of the concession and further represents that the Contractor is the only person/entity responsible for carrying out the Contractor's duties as written in the Contract.
- C. **Assignment and Delegation.**
1. The Contractor shall not sell, mortgage, rent, assign or parcel out the Contract hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Contract for any purpose whatsoever without first obtaining the prior written consent of the Department. Such action by the Contractor without the prior written approval of the Department shall be cause for the immediate termination of this Contract.
 2. The Contractor may not assign this Contract or any of its obligations under this Contract to any other party (whether by operation of law or otherwise) without the prior written consent of the Department. Any purported assignment violating this

Section is void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Department.

D. Subcontractors.

1. The Contractor cannot delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid without the prior written consent of the Department.
2. The Contractor is responsible for performing all of its obligations under this Contract, whether the obligations are performed by the Contractor or subcontractor. The Contractor is exclusively responsible for the adherence by subcontractors to all provisions of this Contract. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any costs resulting from the Contract.
3. The State reserves the right to approve any subcontractor hired to perform the Contractor's obligations under this Contract and the right to require the Contractor to replace any subcontractor found unacceptable by the Department.

E. Relationship of the Parties. The relationship between the Department and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the Department for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

F. Contracts. The Contractor may execute contracts or agreements as the operator of the concession. The language of the contracts or agreements shall not obligate the Department or conflict with the terms of this Contract and must contain a provision for automatic termination upon the termination of this Contract. The Contractor shall indemnify, defend, and exculpate the Department from any liability which may accrue or be asserted against the Department under such contracts or agreements.

IV. SALE OF PRODUCTS AND SERVICES

A. The Department reserves the right to approve the sale of all products and services. The Contractor agrees to conduct and use the Premises for no other purpose than those stated in this Contract.

B. Products and Services. The concession granted under the provisions of this Contract is as follows:

Products and services are to include: Full lunch and dinner menu including prepared food, soft drinks, alcoholic beverages and other items as approved by the Department. The Contractor may also sell clothing and souvenirs.

C. Food and Beverages.

1. The Contractor may sell the food and beverages including basic grocery and picnic items, prepared/grilled items, pre-packaged foods, soft drink products, and ice cream products.
2. The public health and wellbeing of the visitors to the Property is important to the Department. The Contractor is required to provide a variety of foods that allow healthy options, including, but not limited to, fresh fruits and vegetables and items with lower sodium, sugar, and fat content.
3. The Contractor is encouraged to market concession products in a way that may help customers make healthier food choices when making a purchase. Examples include, lower prices for healthier options, listing calorie counts, or putting healthy options in prime sale areas.
4. Food may be prepared by the Contractor only if the Contractor equips the facility with the minimum items necessary for the safe preparation and service of foods in accordance with any applicable state and local laws (see **Section VIII.D.9.**).
5. The Department reserves the right to designate a specific company to provide beverages sold by any means. If the Department elects to designate a specific company's product, the Contractor shall sell only their product line.

D. Ice. Bagged ice may be sold. The ice shall be prepared and packaged according to U.S. Food and Drug Administration rules and regulations, including:

1. Sanitary conditions.
2. Monitoring of cleanliness.
3. Hygiene of employees.
4. Properly cleaned and maintained equipment.
5. Safe and sanitary water.

E. Clothing and Souvenirs.

1. The Contractor is permitted to sell clothing and souvenirs which advertise Presque Isle State Harbor and/or Michigan State Parks/Harbors.
2. The Department reserves the right to sell merchandising products within the Premises. To the extent possible, the Department will strive to work with Contractor in coordination of sale of these products.
3. The Contractor is encouraged to utilize the Department's contract with its merchandising program vendor. The contracted vendor provides advertisement and promotion opportunities and offers the Contractor a discount for wholesale products tailored to Presque Isle State Harbor. To order wholesale product online, please visit:

Lower Peninsula:
Peninsulas, LLC – <http://www.lowerpeninsulas.com/>

- F. **Additional Items.** The Contractor is encouraged to provide additional good and/or services. Sale/rental of additional items not provided for under **Section IV**, requires the prior written approval of the Department.
- G. **Credit Cards.** Visa and MasterCard credit cards must be accepted by the concession for all products and services.
- H. **Prohibited Merchandise.** The Contractor agrees not to offer for sale prohibited merchandise, including:
1. Personal watercraft unless Department approval is granted in writing;
 2. Tobacco products of any kind;
 3. Flotation devices such as air mattresses, paddle boards, water wings, life jackets, inflated floats, and inner tubes which are not US Coast Guard approved.
 4. Pornographic pictures, books, magazines, or other such products;
 5. Fireworks of any kind, including Bag Bombs, Firecrackers, Sparklers, Smoke Bombs and Chinese lanterns;
 6. Firearms or ammunition, BB or CO2 powered devices, slingshots, bows and arrows;
 7. No children products that promote or portray unmoral, unethical, or unhealthy activities (i.e. candy cigarettes);
 8. All knives, except those with folding blades of 3" or less;
 9. Balloons; and
 10. Other items added to this list by the Department provided Contractor has been given written notification of the additional items.
- I. **Point of Sales (POS) System.**
1. The Contractor shall furnish Point of Sales system (POS). The POS shall be kept in full view of the public and all sales shall be registered in the presence of the customer and have the capability of providing the customer with a receipt.
 2. POS must be approved in writing, by the Department. Cash registers shall be equipped with the following cash control features when practical:
 - a. Sales indication windows which are visible from the front and back of the register.
 - b. Non-resettable grand total counter. Total cannot be reset with a key or by any other means.

3. The POS system shall provide the following required reports:
 - a. Daily, weekly, monthly, and annual report on specific product name and units sold.
 - b. Daily, weekly, monthly, and annual summary to specific type of transaction. System needs to show total credit card sales, coupon transactions, and direct cash operations.
 - c. Inventory summary of products sold and what should be on hand.
 - d. Products purchased from third party vendors.

J. Rates, Prices, and Charges.

1. Ten (10) days before starting, the Contractor shall submit to the Department for approval a listing of the products.
2. Product list must include proposed prices.
3. All prices charged are subject to approval of the Department.
4. The Contractor shall maintain on public display, a neat and legible sign showing the approved prices for the sale of goods/services. If practicable, such prices shall be comparable to prices charged for similar merchandise in the locality in which the concession is operated.

V. ADDITIONAL TERMS

- A. Contractor and concession staff must wear uniforms identifiable by the public, complete with employee name tag.
- B. Annually, the Contractor must submit a proposed menu (identifying “Healthy” food choices) for Department approval.
- C. The Contractor cannot play music outside of the building.
- D. No storage will be allowed outside of the concession building.
- E. The Department is not responsible for any delays or cancellations due to power outages or weather-related issues.
- F. The Contractor is responsible to maintain equipment in a safe and workable condition at all times.
- G. The Contractor may set up tents, tables and chairs at the concession area with prior Department approval. Tents, tables and chairs may be for daily event use only and must be removed prior to daily close of the Premises.
- H. The Contractor acknowledges that the Department is not liable for any theft, vandalism, or damage that may occur to Contractor equipment/supplies.

- I. No motor vehicles will be allowed off paved surfaces.
- J. The Contractor is responsible for adhering to all state laws, traffic laws, and local ordinances on the Premises.
- K. If using a vehicle, Contractor driver(s) must carry valid operators' license in their possession at all times.
- L. Contractor vehicles accessing the Premises will be required to have a valid Recreation Passport affixed.
- M. The Department and/or the Friends Group reserve the right to sell merchandising products within the Premises.
- N. The Contractor may not prohibit visitors and/or Department staff from bringing food from home or ordering food outside of the Premises and having it delivered to the Premises.

VI. ACCOUNTING, REPORTING, AND ADVERTISING

A. Accounting Records.

1. All POS tapes, attraction logs, pre-numbered tickets and receipt registers shall be kept by the Contractor with the applicable monthly sales reports for audit by the Department for the life of the Contract, plus one (1) year.
2. The Contractor shall keep or cause to be kept accurate books, records, and accounts of its operations under the Contract, separate and apart from other operations.
3. All such records shall be maintained in accordance with generally accepted accounting practices (GAAP).
4. The Contractor shall make all bank deposits, cash register tapes, pre-numbered tickets, permits, customer receipts, attraction logs and reports concerning the operation available to the Department at such times as the Department may require.
5. Separate accounting records shall be maintained for each facility or operation in the Contract.

B. Monthly Reports.

1. The Contractor shall furnish the Department with a monthly statement for the previous calendar month showing the gross amount of moneys received, on forms furnished by the Department.
2. The original copy of the monthly report shall be submitted to the Department prior to the 15th day of each month.
3. Failure to submit a monthly statement on time will be grounds for the Department to terminate the Contract.

C. Annual Profit and Loss Statement.

1. No later than sixty (60) days following the yearly closing of the concession, the Contractor shall submit an annual Profit and Loss Statement for that season's operations on forms furnished by the Department.
 2. This report is to be sent directly to Department of Natural Resources, PRD, Roscommon Customer Service Center, Attn: Concession and Lease Manager, 8717 North Roscommon Road, Roscommon, MI 48653.
- D. **Lien.** To secure the payment of all Contract Fees and liquidated damages, the Contractor acknowledges that the Department may place a lien on all personal property owned by the Contractor which is located in the Premises used in the operation of the concession.
- E. **Utilities, Telephone, Internet/Cable.**
1. The Contractor shall pay for all utilities used in or about the concession, including but not limited to: **electric, water, sewer, and refuse.**
 2. The Contractor must have a telephone assigned for concession use, at the Contractor's expense, and shall pay all related costs. The Contractor is required to provide phone number to the Department.
 3. In addition, the Contractor is encouraged to provide internet services at the concession location for use of visitors.
 4. Failure to pay telephone, cable, internet, refuse, disposal and utility bills will result in termination of this Contract.
- F. **Taxes.** The Contractor shall pay all federal, state, and local taxes, assessments, or fees which are, or which may become legally chargeable to the business operated under the terms of the Contract.
- G. **Advertising.**
1. The Contractor will conduct a balanced advertising effort directed at developing more business under the provisions of the Contract.
 2. All promotions, contracts, scripts, texts, and layouts must be submitted to the Department for written approval prior to execution or implementation.
 3. The Contractor may place a promotional sign on the Premises if the location, sign material, and content meet Department approval. The sign may contain Operational Hours, prices, contact information, and other information approved by the Department.
 4. The Contractor shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noisemakers or means of attracting attention to the Contractor's business.
 5. The Contractor must include information regarding the Recreation Passport requirement on all web pages, advertisements, and social media platforms.

VII. CONTRACT OPERATION

A. Standard of Performance.

1. The Contractor shall provide operation supervision and shall operate the business under the Contract in accordance with the laws of the State of Michigan.
2. Any dispute arising under this Contract must be resolved in the Michigan Court of Claims.
3. In performing services for the State under this Contract, the Contractor must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with any applicable state agency rules that the Department provides to the Contractor.
4. Use of the Premises for purposes other than those permitted in this Contract shall be grounds for termination of the Contract.

B. Supervision by Property Manager. The Department is responsible for the general management of the area on which this concession is located. The day-to-day oversight of the Contract, with respect to the quality of service rendered, hours the concession is open, sanitation, exterior building maintenance and other operational matters as the Department may designate, shall be determined by the Department.

C. Discrimination.

1. The Contractor shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA 435, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other Federal, State, and local fair employment practice and equal opportunity laws, and covenants that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
2. The Contractor agrees to include, in every subcontract entered into for the performance of this Contract, covenants not to discriminate in employment.
3. No individual shall be denied ingress or egress to the property covered in this Contract on the basis of race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability.
4. The Contractor's breach of the covenants in VII.C.1, VII.C.2. and VII.C.3. shall be regarded as a failure to comply with this Contract and is cause for its termination.

D. Unfair Labor Practices. Under the State Contracts with Certain Employers Prohibited Act, MCL 423.321 *et seq.*, the Department must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair

labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the Contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Department may void any contract if, after award of the contract, the name of contractor as an employer or the name of the subcontractor, manufacturer, or supplier of the contractor appears in the register.

VIII. MAINTENANCE

A. Alterations.

1. Alterations and repairs incidental to the operation of the concession may be made by the Contractor at the expense of the Contractor, but only with the specific written approval of the Department.
2. Any additions or improvements made to the buildings or surrounding premises shall become the property of the Department at the termination of this Contract, except as may be otherwise stated in the Contract.

B. Sanitation.

1. The Contractor is responsible for obtaining and paying for refuse containers.
2. The Contractor shall collect and deposit, in approved sanitary containers, all garbage, waste and debris within a fifty (50) feet radius surrounding the concession area for disposal in a licensed sanitary landfill.
3. Department will work with Contractor to identify site location of refuse containers.
4. The Contractor is also responsible for collection, removal, and disposal of all grease products.
5. The Contractor shall keep the Premises occupied under the Contract in a clean and sanitary condition and in conformity with established state and local standards and rules for sanitation and public health.

C. Maintenance of Buildings and Fixtures.

1. The Contractor will maintain and keep in repair the interior and exterior of buildings furnished for use of the Contractor, including but not limited to:
 - a. Keeping in repair and/or replacing all fixtures, furnishings, and equipment of the Department provided for by use of the Contractor.
 - b. The maintenance, repair, and decorating of the buildings shall be done by the Contractor to the approval and satisfaction of the Department.
2. Any additions or improvements made to the Premises shall become the property of the Department upon installation.

D. Special Contractor Responsibilities. 66

1. Maintain and replace all lights, water heater, and fixtures as needed.
2. Maintain and replace vent fan system over cooking grill as needed.
3. Service grease pit and arrange and pay for disposal of all cooking oils.
4. Arrange and pay for annual servicing of fire extinguishers and water testing.
5. Dispose of Contractor-owned equipment.
6. Clean interior and exterior of Premises on a daily basis or more often as necessary.
7. Paint interior of building according to Department specifications, as needed.
8. Keep all drains and sewer lines serving the Premises in working order.
9. Comply with all licensing and permit requirements, including but not limited to: Health Department, Fire Marshall, DEQ, LARA.
10. Sweep the entrance, porch, sidewalk, and patio area, pickup and dispose of trash, and remove cobwebs from the Premises on a daily basis or more often as necessary.
11. Perform routine maintenance and electrical repairs to Premises including but not limited to: lights, water heater, replacing faucets, valves, switches, fixtures, etc.
12. Submit copies of all approved permits and inspection reports to the Department Representative within seven (7) days of receipt.

E. Janitorial.

1. The Contractor shall perform cleaning and janitorial services within the Premises.
2. ALL areas of the Premises must be kept clean and safe. This includes, but is not limited to staff break areas, areas fenced off from visitors, and locations that are not visible to visitors.
3. The Contractor shall supply cleaning supplies which have been approved by the Department and must maintain "Safety Data Sheets" on site.
4. The Contractor is required, whenever possible and within reasonable costs, to equip appliances with energy reduction accessories, utilize environmentally friendly (green) cleaning and maintenance products and provide customers and employee recycling opportunities.

F. Cleanliness.

1. The Contractor shall maintain standards of cleanliness which will reflect favorable public opinion on the Contractor and the Department.

2. The Department may perform or have others perform the duties of the Contractor under this section, if the Department determines the Contractor has failed to maintain an acceptable standard of cleanliness.
3. The Contractor shall pay 105% of the cost of such work, whether performed by the Department, or by others, at the discretion of the Department.
4. If the Department determines the need for cleaning after the Contractor returns the facility at the termination of this Contract, the Contractor must reimburse the Department at the above rate for all cleaning costs incurred during that cleaning.

G. Environmental.

1. The parties agree that they will not bring onto the Premises any hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof), other than fuel necessary to operate Contractor's backup generator on the Premises, or underground storage tanks (collectively Environmental Hazards).
2. For purposes of this Contract, the term hazardous substances shall mean the term as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*, and any subsequent or amended regulations thereto and as defined in the Natural Resources and Environmental Protection Act, MCL 324.20101, *et seq.*, and any subsequent amendment thereto. The term hazardous wastes shall be as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, and any subsequent or amended regulations thereto.
3. For purposes of this Contract, the term pollutants shall be as defined in the Clean Water Act, 33 U.S.C. §1251, *et seq.*, and any subsequent or amended regulations thereto.
4. Each party shall promptly notify the other party in writing of any environmental accident, claim, or complaint involving the Premises or the Contractor's activities thereon.
5. The Contractor shall not use or permit the storage of any illuminating oils, gas, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, or any substances or things in any buildings erected or any property covered by the Contract except in buildings specifically designated for this purpose.

H. Waste. The Contractor shall not use or permit the storage of any illuminating oils, gas, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, or any substances or things in any buildings erected or any property covered by the Contract except in buildings specifically designated for this purpose.

IX. EQUIPMENT AND SUPPLIES

A. Equipment.

1. The Contractor must equip the concession with all needed equipment.

2. All equipment must be in new or like new condition.
 3. Annually, the Contractor shall furnish the Department a complete inventory of equipment owned, leased, or loaned to the Contractor, on forms provided for that purpose. Any additional equipment shall be reported as soon as installed.
 4. The Contractor acknowledges that any equipment available for use by the Contractor is not the responsibility of the Department to fix and/or replace.
 5. Permanent fixtures may be installed only with the written approval of the Department.
 6. All equipment that becomes a permanent fixture to the building or structure and fastened thereto shall become the property of the Department.
 7. All equipment and materials to be kept on the Premises in connection with the concession shall be supplied at the Contractor's own cost and expense.
- B. Coin-operated.** The Contractor shall not permit or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, jukeboxes (music boxes, record/CD players), or similar devices in or about the Premises.
- C. Alteration of Premises.** The Contractor shall not install, move, or alter any permanent or temporary equipment belonging to the Department in or about the Premises. The Contractor shall not modify water supply lines, waste lines, electric lines, or other utility, machinery or fixtures, except upon written permission from the Department.
- D. Vending Equipment.** The Contractor shall secure the written approval of the Department prior to the installation on the Premises of any vending equipment. All such machines must be equipped with non-resettable, automatic product sale counters. The Department must be permitted to read these counters as needed to audit sales.

X. EMPLOYEES

- A. Employment.**
1. The Contractor shall employ and maintain such help and labor as may be necessary to operate the concession in a manner acceptable to the Department.
 2. Annually, the Contractor shall provide the Department with the names and position of all employees, agents and volunteers.
 3. With the prior approval of the Department, the Contractor may employ a manager who is satisfactory to the Department.
 4. If, at any time, the Department shall be of the opinion that any employees, agents and volunteers of the Contractor has engaged in improper conduct on the Premises, the Department shall notify the Contractor and the Contractor shall take appropriate action to correct the employees, agents and volunteers related problem, including discharge of employees, agents and volunteers or reassigning such employees, agents and volunteers to duties not related to the park concession contract.

B. Moral Conduct. From a public viewpoint, the Contractor and Contractor employees, agents and volunteers are direct representatives of the Department. Therefore, the Contractor and Contractor employees, agents and volunteers are required to conduct themselves in a professional manner befitting a State employee. Professional requirements include, but are not limited to the following:

1. The Contractor shall prohibit gambling, drinking, discourtesy to guests, and other illegal and/or undesirable acts by employees, agents and volunteers, whether on or off duty on the Premises.
2. All employees, agents and volunteers must use appropriate (“G” rated) language and actions at all times.
3. Annually, the Contractor is required to complete background checks (ICHat) and Sex Offender Registry checks on all employees, agents and volunteers prior to them performing work at the Premises. Contractor must provide the information to the Department for review prior to the employee’s, agent’s, or volunteer’s start of work.
4. The Department reserves the ability to suspend or remove a concession employees, agents and volunteers who has violated a law or park rule or performed inappropriate customer service. Department will work cooperatively with Contractor to ensure enough time for proper staffing.
5. The Department prohibits alcohol consumption or drug use while on duty, possession of a drug or an open alcoholic beverage container on state-owned or leased property or in a state-owned or leased vehicle and reporting to duty or being on duty with a prohibited level of alcohol or drugs.

Contractor and employees, agents and volunteers of the Contractor shall not consume alcohol or use drugs while on duty. Possession of a drug or an open alcoholic beverage container by a Contractor or employees, agents and volunteers, while on state-owned or leased property or in a state-owned or leased vehicle, is likewise prohibited.

A Contractor and employees, agents and volunteers of the Contractor shall not report to duty or be on duty with a level of alcohol or drugs in his or her bodily fluids that is prohibited by Michigan Civil Service Commission (CSC) Rule 2-7.1 and Civil Service Commission (CSC) Regulation 2.07 and 2.08. If there is reasonable suspicion that a Contractor or employees, agents and volunteers of the Contractor has reported for duty or is on duty with a prohibited level, the Contractor or employees, agents and volunteers of the Contractor shall submit to a drug test or an alcohol test.

A Contractor and employee/volunteer of the Contractor who 1) consumes alcohol or uses drugs while on duty; 2) possess a drug or an open alcoholic beverage container while on state-owned or leased property or in a state-owned or leased vehicle; 3) reports to duty or is on duty with a level of alcohol or drugs prohibited by CSC Rule 2-7.1 and CSC Regulation 2.07 and 2.08; 4) refuses to submit to a drug test or an alcohol test when there is reasonable suspicion the Contractor and employees, agents and volunteers of the Contractor is in violation of CSC Rule 2-7.1 and CSC

Regulation 2.07 and 2.08, OR 5) interferes or tampers with reasonable suspicion drug or alcohol testing, shall be subject to disciplinary action, up to and including termination of the Contract.

As used in this Contract, the terms "drug" and "drugs" means a controlled substance, or a controlled substance analogue listed in Schedule 1 or 2 of Part 72 of the Michigan Public Health Code.

C. Appearance.

1. All concession personnel who come in contact with the public shall be neat, clean, and in uniforms identifiable by the public, complete with employee name tag identification. Uniforms shall be approved by the Department.
2. All Contractor employees/volunteers will assure proper hygiene is maintained, including, but not limited to, showering daily, maintaining a clean and acceptable appearance, and removal/covering of un-family friendly body piercings and tattoos.

D. Training.

1. To promote the facilities of the Department of Natural Resources and to provide quality service to the public, employees/volunteers of the Contractor must receive thorough training.
2. Concession operators and their employees, agents and volunteers must attend seasonal training programs if offered by the Department on the Property where the Premises is located. These training programs will acquaint personnel with information about the property, as well as information to disseminate to the general public.
3. In addition, designated Department staff will be invited to Contractor concession trainings. Department attendees will then share key training information with their staff.

E. Parking.

1. The Contractor, and all agents of the Contractor, shall park in areas designated by the Department.
2. The designated parking area may be changed by the Department to facilitate construction, to protect the public or the property.
3. The Department is not responsible for damage or theft to vehicles of the Contractor or the Contractor's agents.

F. Special Conditions.

1. No motor vehicles will be allowed, without Department prior approval, except on paved surfaces intended for vehicle use.

2. This Contract does not provide Contractor with the ability to go directly to the front of the line when entering the Property. Contractor and employees must wait in line with all other park guests.
3. A valid Recreation Passport is required by all Contractor owned, and employee/volunteer owned vehicles entering the Property.
4. Off-road vehicles (ORV) such as golf carts are not permitted on State property without prior authorization of the Department. If approved for use by the Contractor, an ORV must be street legal and are required to have a valid Recreation Passport affixed.

XI. INSURANCE AND PERFORMANCE GUARANTEE

A. General.

1. The Contractor is required to provide annual proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
2. The Contractor hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Contractor, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Contractor, its officers, employees or agents, in reference to the activities authorized by this Contract.
3. The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductibility amounts for any of the required policies must be approved by the Department.
4. The Department reserves the right to reject insurance written by an insurer the State deems unacceptable.
5. Before starting work the Contractor must furnish to the Department, certificate(s) of insurance verifying insurance coverage. The certificate must be on the standard "ACCORD" form. All such certificate(s) are to be prepared and submitted by the insurance provider and not by the Contractor. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies will not be cancelled or materially changed without thirty (30) days prior written notice having been given to Department.
6. The insurance must include as an additional insured – **State of Michigan and its Natural Resources Commission, Department of Natural Resources and their officers, servants, agents and employees.**
7. The Contractor is required to provide Commercial General Liability Insurance with the following minimum limits: 72

General Aggregate (other than Products-Completed Operations):	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit - Any One Fire	\$ 500,000

B. Workers Compensation. To the extent as required by law, the Contractor is required to provide Worker's Disability Compensation, disability benefit or other similar employee benefit act with minimum statutory limits. Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable. Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

C. Automobile/Watercraft Insurance. The Contractor must maintain automobile and/or Watercraft insurance required by law for claims arising from ownership, maintenance, or use of a motor vehicle or any watercraft equipment as may be required by this Contract.

D. Proof of Insurance.

1. All required Insurance shall be kept in force during the period of the Contract and shall be written for not less than the limits of liability specified above.
2. The Contractor is responsible for making each subcontractor comply with these insurance requirements.
3. All certificates of Insurance, or changes in insurance coverage, require approval by the Department and shall be filed with the Department prior to the Contractor's occupancy of the Premises and operation of the concession, for each year of the Contract.
4. The certificates shall contain a provision that the coverage's afforded under the policies will not be modified or cancelled until after at least thirty (30) days written notice to the Department.
5. Failure to comply with all insurance requirements specified in this contract may result in termination of this Contract.

E. Performance Guarantee.

1. The Contractor, as a prior condition to any rights under this Contract, shall furnish a performance guarantee in a manner and amount acceptable to the Department.
2. All performance guarantees must be written in such a manner that they provide continuous coverage for the term of the Contract and shall not expire until the Department has verified that vacancy has occurred without damage.

3. The guarantee shall be in continuous effect during the entire Contract period and shall not expire until the Contractor has received verification from the Department that no damage has occurred to the premises or Department equipment.
4. The condition of said guarantee shall be that the Contractor will faithfully keep and perform all covenants on the part of the Contractor as set forth in the Contract.
5. Proof of a guarantee currently in force must be kept continuously on file with the Department.
6. If such valid guarantee is not kept in force with written documentation provided to the Department, this Contract will be terminated by the Department.
7. **The guarantee shall contain a provision that it may not be cancelled except by written approval by the Department.** The performance guarantee requirement for this Contract is **\$10,000**.

XII. LIQUIDATED DAMAGES

- A. This Contract has been established to provide services, goods, or both, to the visitors of the Department's facilities and the citizens of the State of Michigan. The Contractor's failure to comply with the various provisions of the Contract may cause a loss of services or goods to those visitors, and also may cause untimely delays in the administration of this Contract, depriving the Department of the agreed upon services or causing a loss of revenue. The Contractor's failure to comply with the provisions of this Contract will subject the Contractor to a system of liquidated damages as stated below.

B. Violations.

1. The Contractor will be provided with a written "Violation Notice" stating which provision of this Contract has been violated and a date by which the stated violation must be corrected.
2. If the violation has not been corrected by the date specified, the Contractor agrees to pay the Department liquidated damages in the sum of \$50 per day, per violation.
3. If after the seventh (7th) day, the violation is still not corrected, the Contractor agrees to pay an additional \$100 per day, per violation. This fee shall increase \$100 per violation every seven (7) days, until corrected.
4. If during the contract period a "Violation Notice" is issued for recurrent violation(s) the initial sum of the liquidated damages shall be \$100 per day, per violation; and increase every seven (7) days in the sum of \$200 per violation, per day.
5. The system of progressive liquidated damages is not intended to be in lieu of the Contractor performing according to the Contract provisions.
6. This liquidated damage provision does not waive or modify any rights the Department has to terminate this Contract pursuant to Section IX for violations of this Contract's terms.

7. The Department reserves the right to waive liquidated damages.

C. Failure to Open.

1. The Contractor shall be in full and complete operation with a full staff of employees on the first day of the term of operation as provided in Section II.D.1. of this Contract.
2. If the Contractor is not in full operation on that date (except for causes wholly beyond the control of the Contractor and not involving neglect by the Contractor), this Contract, at the option of the Department, may be terminated without notice. Upon termination, the Department may re-enter the Premises and obtain a new Contractor for the operation of the facilities.
3. In addition to any other remedy, the Department may assess liquidated damages of \$50 per day, per facility, for each day that any facility remains out-of-service because of non-performance by the Contractor.

XIII. EXTENSION / RENEGOTIATION / MODIFICATION

A. Extension and Renegotiation.

1. This Contract is subject to an annual review by the Department.
2. At the expiration date of the Contract, the Department, at its option, may grant an extension of the Contract, or renegotiate the Contract with the Contractor.
3. Every seven (7) years, this Contract must be put out for competitive bids. This Contract must be re-bid prior to the **2027** operation season.

B. Modification.

1. This Contract shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance.
2. No modifications of this Contract are effective unless in writing, signed by the parties, and executed in the same manner as this Contract was originally executed.
3. A party may waive or release the other party's breach or default only in writing.

- C. Severability.** Each provision of this Contract is severable from all other provisions of this Contract, and if one or more of the provisions of this Contract are declared invalid, the remaining provisions of the Contract remain in full force and effect.

IX. TERMINATION

- A. Act of God.** Whenever, as a result of any cause beyond the Department or Contractor's control (such as fire, flood, windstorm, or other acts of God or emergency declared by federal or state governments), the Department or the Contractor is prevented from complying with any obligation of this Contract, the Department or Contractor shall not be liable for any damages for default of this Contract. In the event of an Act of God causing noncompliance

with the Contract, at the option of the Department, this Contract shall terminate, and each party hereto shall be released from further obligation under the Contract.

B. Cancellation.

1. In the event that the Contractor wishes to cancel this Contract, Contractor may do so only with the prior written approval of the Department.
2. If the cancellation request is approved, it is understood that the Contractor will not be considered as a prospective bidder for that concession until after it has been determined that no other party is interested.
3. The Contractor may not cancel, and the Department may not approve any request to cancel this Contract where the effective date for cancellation falls during any operating season established in accordance with Section II.D. above.

C. Termination.

1. Upon the failure of the Contractor to comply with any provision, stipulation, or condition of the Contract, including the regular payment of rent and fees as agreed upon, this Contract and concession may be terminated at the option of the Department.
2. In the event of the termination of this Contract for any cause, the Contractor shall be liable for that portion of the Contract Fee, Pro-rated to the effective date of such termination (see Section II B).

D. Cancellation for Convenience.

1. The Department may cancel this Contract for its convenience, in whole or part, if the Department determines that such a cancellation is in the Department's best interest.
2. Reasons for such cancellation shall be left to the sole discretion of the Department and may include, but not necessarily be limited to:
 - a. The Department no longer needs the services or products specified in the Contract.
 - b. Changes in laws, rules, or regulations that make implementation of the Contract services no longer practical or feasible.
 - c. Change in ownership of the State property or damage to the Premises.
 - d. Unacceptable prices for additional services requested by the Department.
3. The Department may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice thirty (30) days prior to the date of cancellation.
4. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

E. Vacating Premises.

1. The Contractor shall vacate the Premises by the expiration date of the Contract.
2. If termination shall occur, then the Contractor shall vacate the Premises within fifteen (15) days of termination.
3. No personal property on which the Department has placed a lien shall be removed from the Premises until all Contract Fees and other sums owed to the Department have been paid.

F. Waiver of Default. The failure of a party to insist upon strict adherence to any term of this Contract does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Contract.

G. Integration. This Contract constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This Contract supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

**DEPARTMENT
STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES**
WITNESSED BY:

_____ Signature	_____ Date	_____ Ronald A. Olson, Chief	_____ Date
Printed Name: _____		DNR, Parks and Recreation Division	

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this _____, day of _____, 2020 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

DIANE MARIE MUNSON, Notary Public
My Commission Expires: 07/04/2022
Acting in the County of: Ingham

CONTRACTOR

IN WITNESS WHEREOF, the parties to this Concession Contract subscribe their names on the date set forth below:

Witness

Contractor

Printed Name

Printed Name

Witness Signature

Date

Contractor Signature

Date

Title

STATE OF MICHIGAN, COUNTY OF _____ The foregoing instrument was acknowledged before me this _____, day of _____, 2020 by _____, for Contractor.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of: _____