

**Michigan Department of Natural Resources  
Parks and Recreation Division  
Michigan State Park Concession**

**Invitation To Bid  
Belle Isle Park  
Casino Building Concession**

**Section 1. Standard Bid Requirements**

**Section 2. Specific Bid Information**

**Section 3. Required for All Bid Responses:**

- A. Bid Form
- B. Bidder Qualification Statement
- C. Financial Statement in the amount of \$1,000,000
- D. Two Personal Reference Letters
- E. Two Professional Reference Letters

**Section 4. Sample Contract**

Please be advised that a sample concession contract is provided as part of this bid package and is for information and reference purposes only.

## Section 1, Standard Bid Requirements:

Act 451, P.A. of 1994 authorizes the Director of the Department of Natural Resources (Department) to contract public service privileges in state parks. Through this authority, the Department desires to invoke the widest possible interest in obtaining the most qualified and capable concession operator to provide the desired goods and/or services.

The Department is seeking qualified bids for an operator to provide hospitality, food-service, and event-venue amenities at the historic Belle Isle Casino building with operations to begin no later than November 1, 2026. The selected bidder would be responsible for, but not limited to, overall operations and maintenance of the premises, event and/or restaurant management, providing and maintaining public access, and undertaking significant kitchen renovations to fulfill the contract obligations.

Additionally, the selected bidder must 1) honor events currently scheduled at the Casino building; 2) continue to issue permits for photography activities at the Casino Building; and 3) obtain annual Department written approval for the pricing of goods and services. The Department desires that food and beverage menu(s) incorporate Detroit influenced cuisine and that pricing must be comparable to the local market. The current per day rental fee of the Casino building rental fee is \$1,900. While it is anticipated that the daily rental fee will increase, the Department desires that it not exceed the market area price and be priced within the median range.

The Casino building has undergone large-scale rehabilitation, which included HVAC upgrades, structural repairs, roofing replacement, elevator permitting, and improvements to the building footprint. While these major capital items have been addressed, it is likely the necessary kitchen renovations will require further investment by the successful bidder.

The Department has authority to enter into concession contracts for a period not longer than seven years based on extension, renegotiation, or competitive bidding. However, if the Department determines that a concession requires capital investment, in which reasonable financing or amortization necessitates a longer term, the Department may grant a lease for a longer term. Any concession contract or lease entered into cannot exceed the duration of the Department's lease of Belle Isle Park from the City of Detroit, which has an initial expiration date of September 30, 2043.

In addition to concessions, the Department manages vendor activity on Belle Isle Park. Vendor offerings are managed through the issuance of one-day vendor permits, as well as long-term pre-approved vendor permits (See **Attachment A**). The selected bidder is required to honor and utilize the long-term pre-approved vendor permits for all applicable offerings and activities.

**Onsite Meeting:** All interested bidders are required to attend the onsite meeting scheduled for **April 1, 2026, from 1:00 pm to 3:00 pm** Eastern Standard Time (EST) at the Belle Isle Casino, Casino Way, Detroit, MI 48207. During this meeting, bidders will have the ability to inspect the Casino building premises and present questions to Department staff. Failure to attend the onsite meeting will disqualify a bid submission.

**Questions:** Questions from interested bidders must be submitted no later than **May 18, 2026, at 4:00 pm** EST. Questions will not be accepted or responded to after this date. All questions and responses will be posted at [www.michigan.gov/StateParkConcessions](http://www.michigan.gov/StateParkConcessions). Interested bidders are encouraged to visit the concessions website routinely for any updated information.

**Bids:** Bids must be received no later than **May 27, 2026, at 2:00 pm EST**. Bids received after this date and time will not be considered. Incomplete bids, those not providing response to one or multiple sections of the bid questions or requirements, will not be considered. Bids will be opened on May 27, 2026, at 2:00 pm EST.

Bids must be enclosed in a sealed envelope. Bid envelopes must be plainly marked on the outside, "Bid for Belle Isle Casino." Other larger documents such as development plans must be enclosed and appropriately labeled. Only sealed bids properly addressed and identified will be accepted.

A bid may be submitted via the following methods:

- 1) **Mail to:**  
DNR, Parks and Recreation Division  
Attn: Lori Green  
Belle Isle Park  
99 Pleasure Drive  
Detroit, MI 48207
- 2) **Email to:** [DNR-PRD-ConcessionBd@michigan.gov](mailto:DNR-PRD-ConcessionBd@michigan.gov)  
In the subject line state: "Bid for Belle Isle Casino" to ensure that your bid is not opened prior to the due date and time. Failure to include this statement in your subject line will result in your bid being disqualified.
- 3) **Hand delivery to:** Belle Isle Park may only be allowed with prior approval of the Commercial Services and Land Use Program Administrator who may be reached at [GreenL9@michigan.gov](mailto:GreenL9@michigan.gov); (989) 889-9178.

**To submit a qualifying bid, all of the following is required:**

- 1) Attend the required onsite meeting on April 1, 2026, at 1:00 pm EST
- 2) Submit bid prior to 2:00 pm EST on May 27, 2026
- 3) Include the completed Bid Form in your submission
- 4) Include the completed Bid Qualification Statement and responses
- 5) Provide a financial statement in the amount of \$1,000,000
- 6) Provide reference letters (see Questions 27 and 28)
- 7) Submit in one of the above identified manners and identify as "Bid for Belle Isle Casino"

## **Bid Selection:**

The bids will be evaluated primarily on business experience, financial stability and monetary compensation to be paid to the State; and, secondary on other areas relating to the business and business operation and will include a review of the reference letters. Personal interviews may be required to assist in evaluating each bidder's proposal and qualifications. If such interviews are required, bidders will be contacted to make arrangements. Each bidder may select one (1) additional representative to monitor the interview.

## **General Bid Information:**

- 1) Act 451, Public Acts of 1994, requires that the Director of the Department of Natural Resources shall provide that each concession is awarded at least every seven (7) years based upon extension, renegotiation or competitive bidding.
- 2) The bids will be primarily evaluated on business experience, financial ability and monetary payment to be paid to the State; and, secondarily evaluated on other areas relating to the business and business operation and identified as "secondary" in the "Bidder Qualifications Statement".
- 3) The successful bidder will be required to sign a contract. The terms and conditions stated in the enclosed sample contract are to be considered as requirements for this Invitation to Bid. Contractors must pay the Department a fee for the privilege of operating concessions.
- 4) The successful bidders must accept all concession facilities in their present condition. Do not expect that the Department will perform any repairs or remodeling unless specifically stated in this Invitation to Bid.
- 5) The submission of a bid shall be deemed evidence that the bidder has carefully examined these instructions, the bid document, and the sample contract terms and is fully aware of the responsibilities of the Contractor. In addition, the bidder agrees to abide by all applicable laws relating to the operation of the concession if granted this concession contract.
- 6) Bids are to be made only on the basis of this Invitation to Bid. A bidder shall not be relieved of their bid because of mistakes.
- 7) Deviations from the specific terms, qualifications and requirements, as set forth in the Invitation to Bid, are not permissible as a part of the bid. But alternative or additional bids or suggested revisions, if any, may be submitted separately and apart from, but enclosed with, the bid. Such alternate bids will be reviewed only as to their merit and potential benefits to the public and the Department and may or may not have a bearing in the selection of a bidder.
- 8) The Department of Natural Resources reserves the right to reject any or all bids.
- 9) **Performance and Construction Bonds:** The bidder that is awarded a contract must provide the Department with a Performance Bond and a Construction Bond for the amount specified in the specific information and requirements for this concession within ten (10) days of receipt of the contract award. Failure to do so will result in the forfeiture of the award. The bond guarantees

that the bidder will perform all requirements and provisions in this Invitation to Bid. The Performance Bond and the Construction Bond will be due within ten (10) days of the contract award. The Performance Bond for the contract will be \$10,000; the Construction Bond for the contract will be \$100,000.

Performance and Construction Bonds can be accepted in four different types. All types must be approved by the Department of Natural Resources, Parks and Recreation Division, and remain in effect for the entire contract term or be effective for the entire period of operation for each year of the contract. Bonds are to be mailed to:

DNR, Parks and Recreation Division  
Belle Isle Park  
99 Pleasure Drive  
Detroit, MI 48207

Surety Performance Bond is issued by a bonding company. This type of Bond shall be executed by a surety company authorized to do business in the State of Michigan. The Bond shall be payable to the State of Michigan.

Cash Bond can be paid by check or money order made payable to the State of Michigan, or currency of the United States of America.

Certificate of Deposit (CD) shall have a minimum maturity of one (1) year. Certificates must be negotiable and must be of a type that pays interest on maturity only. The State's Federal employee I.D. number (38-6001134) should be used on all certificates. The CD should be automatically renewable and must be registered as follows:

Chief, Parks and Recreation Division  
Michigan Department of Natural Resources

Letter of Credit is issued by a bona fide financial institution. Letters shall have a minimum maturity of one (1) year. They must be registered as follows: Chief, Parks and Recreation Division, Michigan Department of Natural Resources.

10) **Financial Statement:** The Financial Statement is used to report financial information about a business. The amount required reflects a conservative estimate of what it will cost to set up and begin operations. The minimum Financial Statement amount required for this contract shall be \$1,000,000. To meet this requirement, the bidder must provide a certified document prepared by a licensed financial institution. The Financial Statement requirement must include a statement of total financial availability available for opening and operating the concession and may include the following:

- a) Bank statement of checking and/or savings account
- b) Credit card statement showing available credit
- c) Certified inventory list which includes financial values of each item
- d) A letter from a financial institution reflecting funds available to the bidder for operation of a business

Current concessionaires with at least ten (10) years of business experience in Michigan State Parks and Recreation Areas are exempt from this requirement.

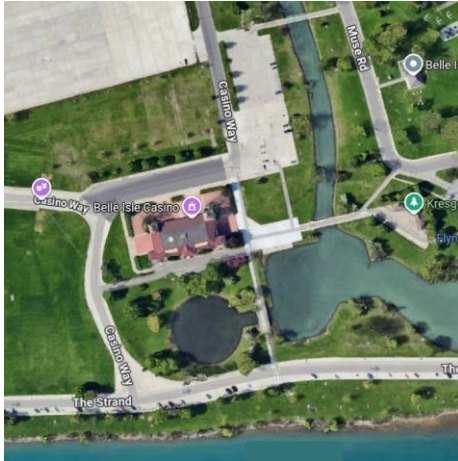
11) **Selection Process:** Prior to awarding a concession contract, the Department takes the following steps:

- a) Competitive Invitation to Bid process
- b) Opening of bids
- c) Review bids and reference letters of bidders who met the minimum bid requirements
- d) Department internal review of submissions (including at a minimum, CSLUPA, Park Manager, and District Supervisor)
- e) Department may request a presentation from all bidders to gain clarification where questions arise
- f) Notification of selection (approximately four weeks between submission due date and notification)
- g) Successful bidders are given a ten (10) day appeal period
- h) Contract execution

# Attachment A

## Belle Isle Casino

Belle Isle Park  
1 Casino Way  
Detroit, MI 48207



### Building Background

The first “Casino building” (not a gambling facility) on the island was built in 1887. There was no gambling in this type of casino, which relies more on the traditional definition of the word, meaning a building used for meetings, entertainment, dancing and the like. It was the first enclosed building on the island and soon became popular and overcrowded. Construction began on the current Casino building in 1906. The building was designed by Van Leyen & Schilling and continued the tradition of serving as a meeting place and event spot, hosting everything from fairs to weddings. It is a grand, two-story Beaux-Arts building with ornate towers framing the building’s four corners, and encircling verandas providing picnickers with shelter. It was designed to provide views of the Detroit River and Canada and to be an eating-place where patrons would be cooled by breezes in the era before air conditioning.

The casino has always been one of the most popular attractions on the island. Its original centerpiece was a beautiful marble soda counter. When the soda counter was discovered to be tragically in the process of being dismantled in 1972 during a misguided attempt at modernizing the historic structure the first Friends of Belle Isle Group was formed to protect the historic cultural resources of the park. What remains of this storied soda fountain is sitting in the second floor of the Casino today.

Sources: *Belle Isle Park Strategic Management Plan* [BIP\\_GMP.pdf](#), *Belle Isle Casino, Historic Detroit*, Dan Austin [Belle Isle Casino – Historic Detroit](#)

### Facility Size Summary

Total Interior of Building: 14,000  $ft^2$   
Total Outdoor Event Space: 21,000  $ft^2$

*Facility Size Summary, Cont.*

Interior:

1<sup>st</sup> Floor Event Space:

Open Event Space: 4,000ft<sup>2</sup>

2<sup>nd</sup> Floor Event Space:

Interior Porch: 5,000 ft<sup>2</sup>

Open Event Space: 4,000 ft<sup>2</sup>

Kitchen: 875 ft<sup>2</sup>

Exterior:

Covered Porch Space: 5,000 ft<sup>2</sup>

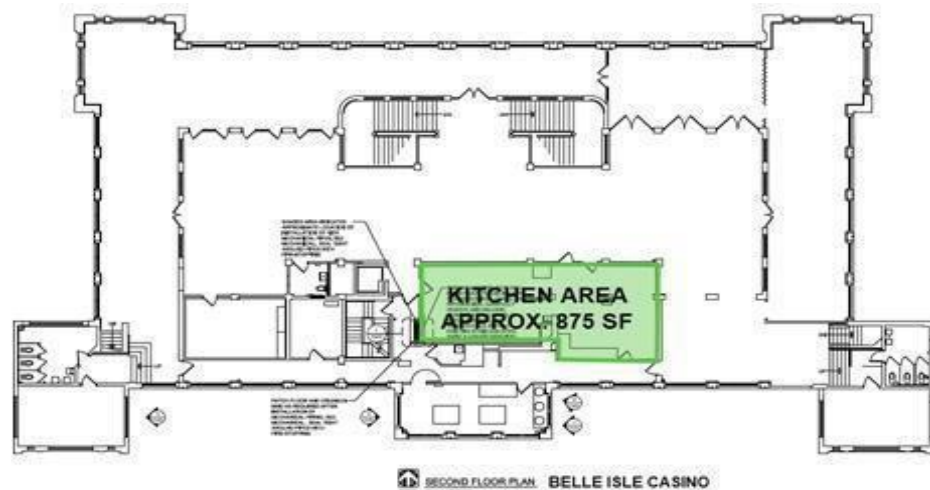
Open Plaza Space: 16,000 ft<sup>2</sup>

*\*Note: The square footage provided above is approximate, based on measurements from Blue Beam and 3D imaging from Google Earth. Exact areas should be verified on site.*

**Casino Recent Investment since 2020: \$7,350,000**

1. **Roof Restoration** Full roof replacement of clay tile roof, flat roof repair, and skylight replacement, roof structural member replacement and repair, downspout and drainage repairs, and interior finish due to previous water damage.
2. **Porch Resurfacing and New Railings.**
3. **ADA Access Sloped Walk** from sidewalk to plaza and porch.
4. **Elevator Modernization** and critical repair for consistent ADA Accessibility services and public use.
4. **ADA Door Openers** on front vestibule.
5. **New AC Units and HVAC control panel.**
6. **Interior Finishes Improved and Ceiling Plaster Repair and Painting.**
7. **Stained Glass Medallion Restored.**
8. **Hazardous Material Abatement.**

**Casino Kitchen Overview**



*Casino Kitchen Overview, Cont.*

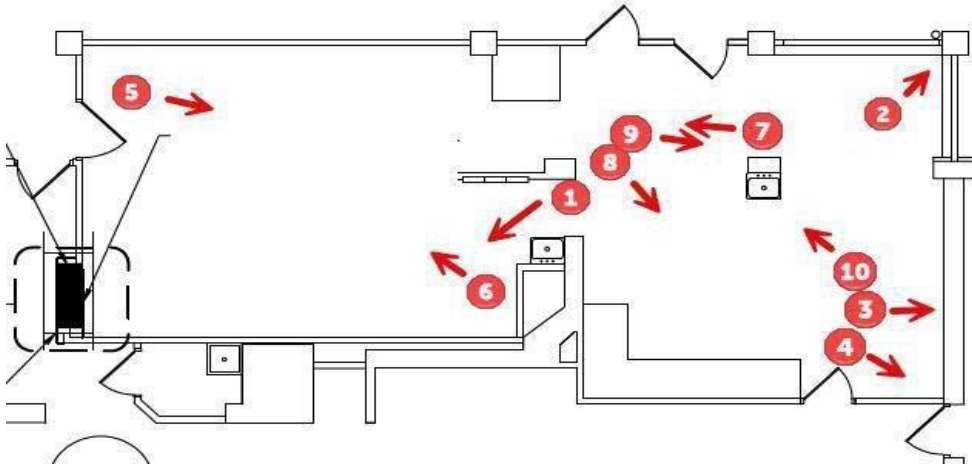


Photo view (arrows) and from point image was taken.



Figure 1. Wall repairs and gas lines capped earlier this year. Potential stove area with exhaust hood.



Figure 2. Storage cabinet and stainless-steel worktable.



Figure 3. Double stack Convection Oven, Solid Door Roll-In Freezer, and Two Door Tall Cabinet (Left to Right)



Figure 4. Two-Door Tall Cabinet



Figure 5. Food Preparation.



Figure 6. Food Preparation. Steam table, one-door refrigerator, ice machine.



Figure 7. Food Preparation. Another view of steam table, ice machine, one-door refrigerator. Current work on electrical.



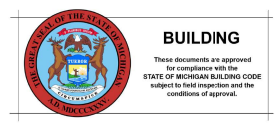
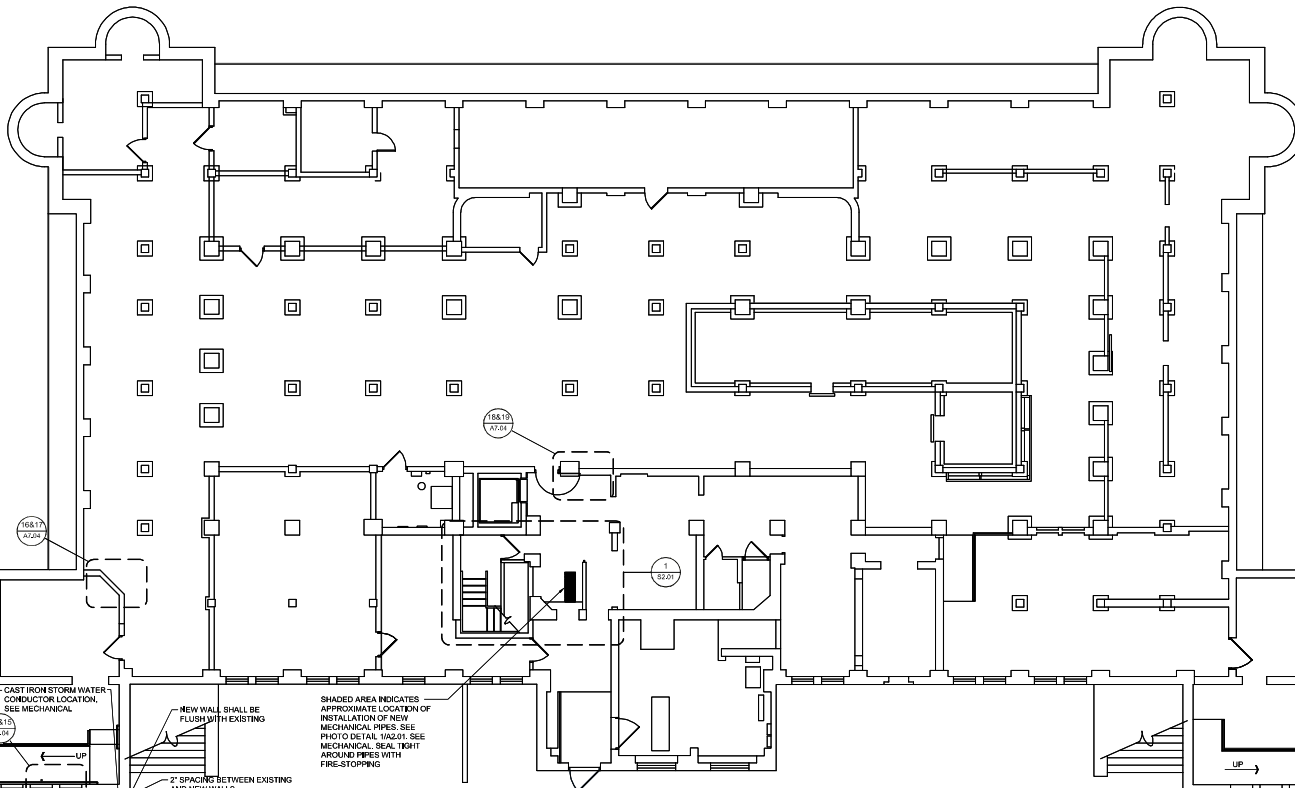
Figure 8. Cleaning and washing station. Emergency eyewash.



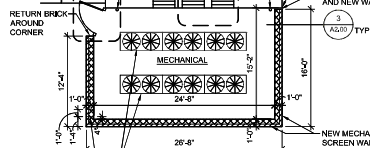
Figure 9. Wide view of storage/receiving section.



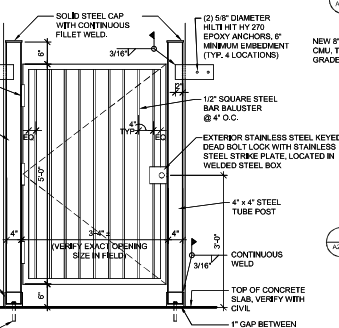
Figure 10. Alternative view of cleaning/washing station and storage/receiving section.  
Emergency eyewash and hand washing station.



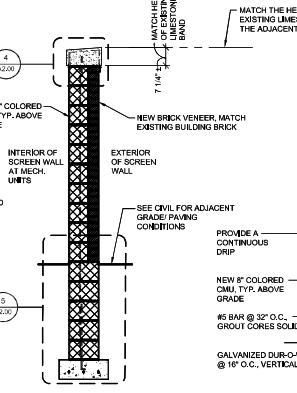
**BASEMENT PLAN**  
NORTH SCALE: 1/8" = 1'-0"



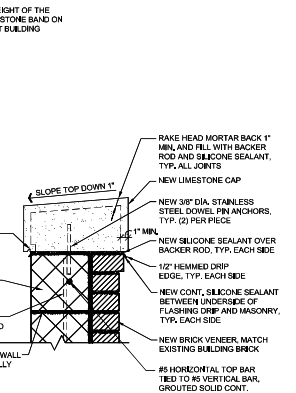
**SCREEN WALL GATE DETAIL**  
SCALE: 1/2" = 1'-0"



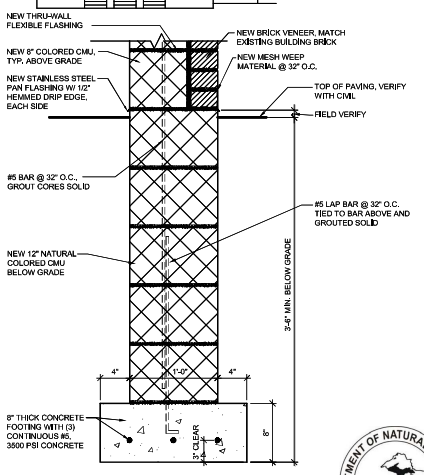
**SCREEN WALL GATE DETAIL**  
SCALE: 3/4" = 1'-0"



**SCREEN WALL WALL SECTION**  
SCALE: 1/2" = 1'-0"



**SCREEN WALL CAP DETAIL**  
SCALE: 1 1/2" = 1'-0"



**SCREEN WALL FOUNDATION DETAIL**  
SCALE: 1 1/2" = 1'-0"

RELEASED FOR BIDS	01-20-23
90% PHASE 500 REVIEW	12-30-22
50% PHASE 500 REVIEW	10-14-22
90% PHASE 400 REVIEW	09-09-22
50% PHASE 400 REVIEW	08-17-22
NO. REVISION	DATE

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
STATE FACILITIES ADMINISTRATION  
DESIGN AND CONSTRUCTION DIVISION  
ADAM P. LACH, RA, DIRECTOR

FILE NO.  
**751/21209.SMD**

INDEX NO. CONTRACT NO.  
**Y 22356**

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PROJECT TITLE  
**BELLE ISLE STATE PARK - CASINO ROOF RESTORATION**

DETROIT, MICHIGAN

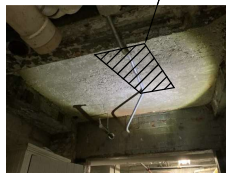
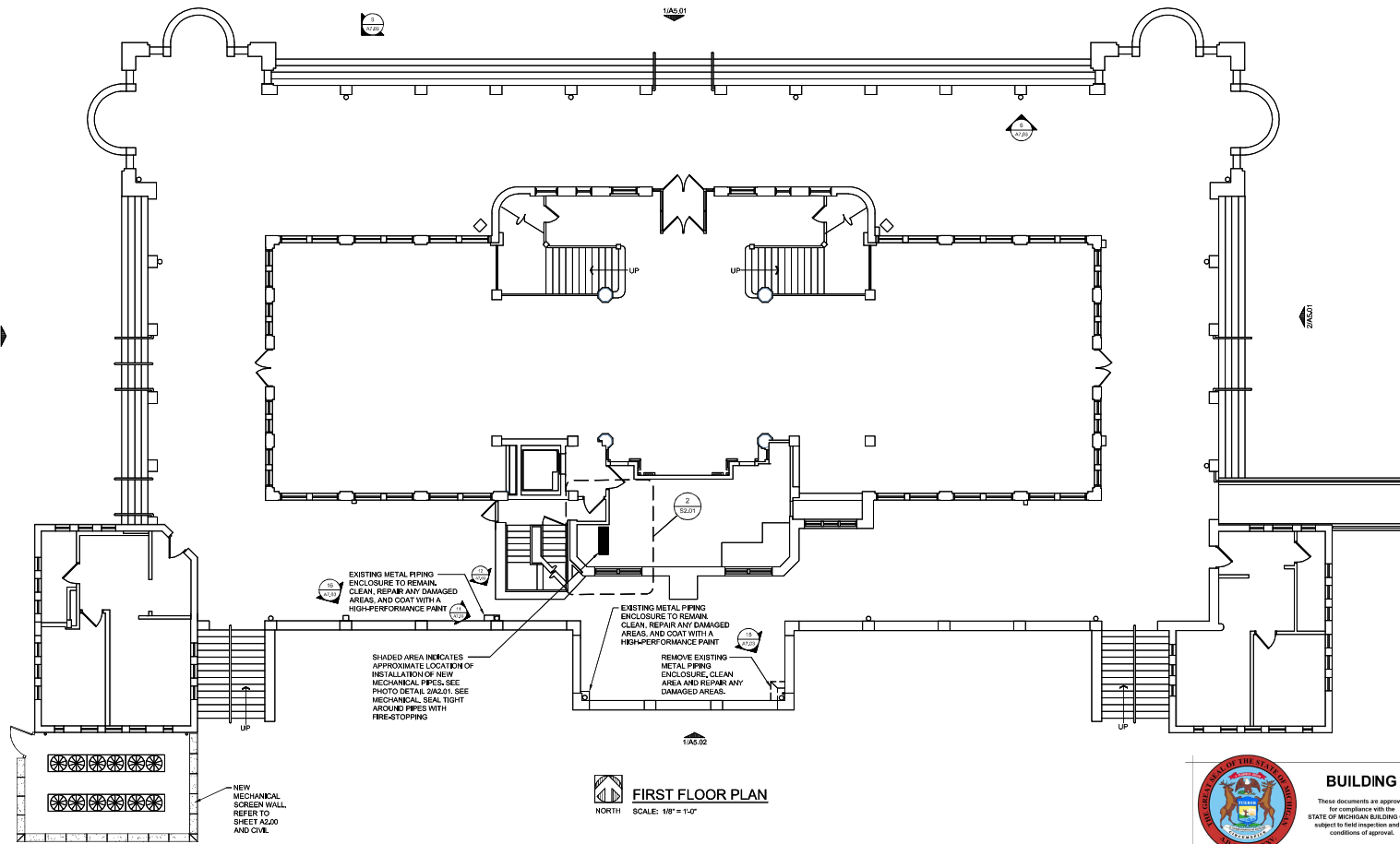
SHEET TITLE  
**BASEMENT PLAN**

PROJECT NUMBER SHEET NUMBER  
**2022051 A2.00**

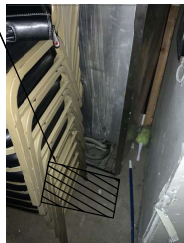
PROJECT DATE  
JANUARY 20, 2023

CHECKED BY  
K.C.L.





1 PHOTO DETAIL  
A2.01 NO SCALE BASEMENT CEILING



2 PHOTO DETAIL  
A2.01 NO SCALE FIRST FLOOR

**BUILDING**  
These documents are approved for compliance with the STATE OF MICHIGAN BUILDING CODE subject to field inspections and the conditions of approval.

RELEASED FOR BIDS	01-20-23
90% PHASE 500 REVIEW	12-30-22
50% PHASE 500 REVIEW	10-14-22
90% PHASE 400 REVIEW	09-09-22
50% PHASE 400 REVIEW	08-17-22
NO. REVISION	DATE

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
STATE FACILITIES ADMINISTRATION  
DESIGN AND CONSTRUCTION DIVISION  
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PROJECT TITLE

**BELLE ISLE STATE PARK - CASINO ROOF RESTORATION**

DETROIT, MICHIGAN

SHEET TITLE

**FIRST FLOOR PLAN**

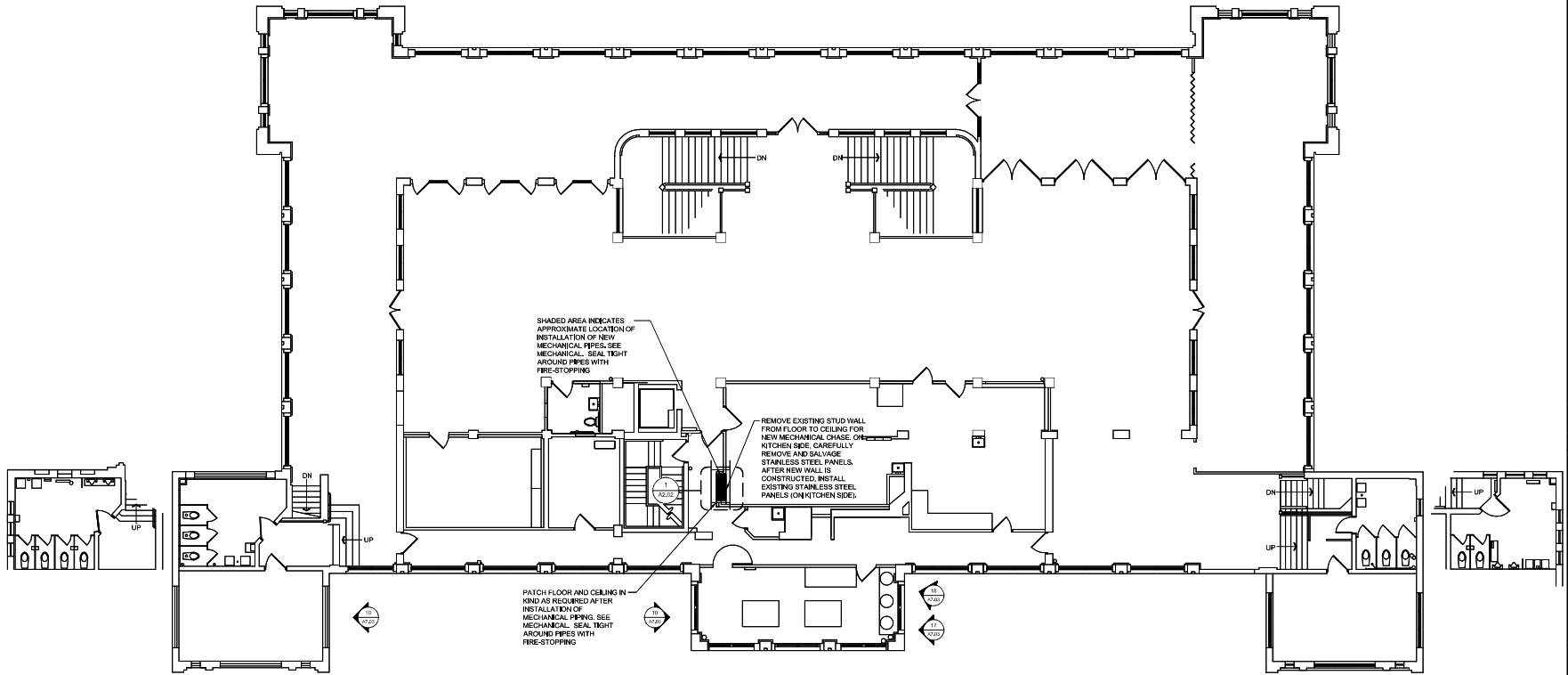
PROJECT NUMBER  
**2022051**

PROJECT DATE  
JANUARY 20, 2023

CHECKED BY  
K.C.L.

SHEET NUMBER  
**A2.01**





**SECOND FLOOR PLAN**  
NORTH SCALE: 1/8" = 1'-0"



**BUILDING**

These documents are approved for compliance with the STATE OF MICHIGAN BUILDING CODE subject to field inspection and the conditions of approval.

PATCH FLOOR AND CEILING IN KIND AS REQUIRED AFTER INSTALLATION OF MECHANICAL PIPING. SEE MECHANICAL. SEAL TIGHT AROUND PIPES WITH FIRE-STOPPING



**1 PHOTO DETAIL**  
A2.02 NO SCALE

RELEASED FOR BIDS	01-20-23
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50% PHASE 500 REVIEW	10-14-22
90% PHASE 400 REVIEW	09-09-22
50% PHASE 400 REVIEW	08-17-22
NO. REVISION	DATE

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
STATE FACILITIES ADMINISTRATION  
DESIGN AND CONSTRUCTION DIVISION  
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PROJECT TITLE

**BELLE ISLE STATE PARK - CASINO ROOF RESTORATION**

DETROIT, MICHIGAN

SHEET TITLE

**SECOND FLOOR PLAN**

PROJECT NUMBER SHEET NUMBER  
**2022051**

PROJECT DATE CHECKED BY  
JANUARY 20, 2023 **A2.02**  
K.C.L.



## Section 2, Specific Bid Information:

### Contract Requirements:

- 1) Liability Insurance (see Sample Contract Section XI.A.7.):
  - a) General Aggregate: \$5,000,000
  - b) Each Occurrence: \$1,000,000
  - c) Fire Damage (State owned buildings only) TBD
  - d) An amount equal to the full replacement value of said buildings and improvements to be approved by Lessor.
- 2) Workers Compensation Insurance pursuant to Sample Contract Section XI.B.
- 3) A minimum Contract Fee of 10% of Gross Sales pursuant to Sample Contract Section II.B.

### General Information:

The first “Casino building” (not a gambling facility) on the island was built in 1887. There was no gambling in this type of casino, which relies more on the traditional definition of the word, meaning a building used for meetings, entertainment, dancing and the like. It was the first enclosed building on the island and soon became popular and overcrowded. Construction began on the current Casino building in 1906. The building was designed by Van Leyen & Schilling and continued the tradition of serving as a meeting place and event spot, hosting everything from fairs to weddings. It is a grand, two-story Beaux-Arts building with ornate towers framing the building’s four corners, and encircling verandas providing picnickers with shelter. It was designed to provide views of the Detroit River and Canada and to be an eating-place where patrons would be cooled by breezes in the era before air conditioning. The Casino Building has always been one of the most popular attractions on the island.

### Facility Size Summary:

Total Interior of Building: 14,000 *ft*<sup>2</sup>

Total Outdoor Event Space: 21,000 *ft*<sup>2</sup>

Interior:

1st Floor Event Space: Open Event Space: 4,000 *ft*<sup>2</sup>

2nd Floor Event Space: Interior Porch: 5,000 *ft*<sup>2</sup>; Open Event Space: 4,000 *ft*<sup>2</sup>; Kitchen: 875 *ft*<sup>2</sup>

Exterior:

Covered Porch Space: 5,000 *ft*<sup>2</sup>

Open Plaza Space: 16,000 *ft*<sup>2</sup>

\*Note 1: The square footage provided above is approximate, based on measurements from Blue Beam and 3D imaging from Google Earth. Exact areas should be verified on site.

\*\*Note 2: A portion of the basement area of the Casino building will be reserved for Department storage usage.

Site plan, layout and summary are provided for review and reference.

### Concession Facilities:

The Department is seeking a qualified operator to provide hospitality, food service, and event venue amenities at the historic Belle Isle Casino building with operations to begin no later than October 1, 2026. Operation would include responsibility for building operations, kitchen updates, event/restaurant management, with food offerings desired to contain Detroit influenced food options, and maintaining general public access to the Casino building and grounds.

**Products and Services:**

The Department retains the right to approve the sale of all products and services. The Contractor shall not sell any product or service of which the Department does not approve. Products and services which are permitted are identified in the sample contract.

Visa and MasterCard credit cards should be accepted by the Contractor for all products and services.

**Minimum Season:**

The minimum season for this contract is identified in Sample Contract, Section II.F.

**Equipment:**

The necessary and required equipment for this contract is identified in Sample Contract, Section IX.

**Utilities and Telephone:**

The successful bidder will be required to pay for certain utilities which are identified in Sample Contract, Section VI.E.

**Responsibilities:**

**Operations**

- Daily management of the restaurant and/or event venue
- Staffing, training, and customer service
- Event scheduling and coordination
- Marketing, programming, and community engagement
- Food service operations and menu development
- Alcohol service (if applicable)

**Kitchen Updates & Code Compliance**

- Updating and equipping the commercial kitchen
- Ensuring compliance with:
  - Health department requirements
  - Food service regulations
  - Fire safety requirements related to kitchen operations
- Maintaining all operator-installed equipment

**Building Maintenance & Utilities**

- Routine and preventative maintenance
- Janitorial and daily cleaning
- Waste management

All utilities (electric, gas, water, internet)

Minor repairs and upkeep of the facility

HVAC system (already modernized)

Elevator (already permitted)

**Section 3, Bid Forms:**

BID FORM

Parks and Recreation Division  
Michigan Department of Natural Resources  
Belle Isle Park  
99 Pleasure Drive  
Detroit, MI 48207

I offer to operate and maintain the Casino concession at Belle Isle Park, for the convenience of the public, in accordance with the terms set forth in the Invitation to Bid and sample Concession Contract with a contract fee as follows:

A percentage of gross sales in the amount of \_\_\_\_\_%, payable to the State, as identified in Sample Contract Section II.B.

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 within the sample Concession Contract, the provisions of which will be based on the Concession Contract template prescribed by the Department of Natural Resources and approved by the Michigan Attorney General.

Attached are the following documents and reference letters to support my offer:

Bid Proposal Form  
Concession Bidder Qualification Statement  
Financial Statement in the amount of \$1,000,000  
Reference Letters  
Other: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(failure to sign will result in disqualification of bid)

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

## BIDDER QUALIFICATION STATEMENT

You must prepare and submit a response to all questions listed below. Responses should be numbered and in the order in which they are presented. Not responding to a question or following the above directions SHALL result in disqualification of your submitted bid. You are encouraged to be very detailed in your responses. Your signature is required to verify the accuracy and truthfulness of your submission. All responses will be evaluated and scored by Department staff.

The completion and submission of all questions and the required attachments reflect accurate and truthful statements of the bidder's submission. The evaluation of the bid (primary and secondary information) is based solely on the Invitation to Bid and information submitted.

Please provide a comprehensive narrative overview of your prior relevant experience providing, operating, programming and managing this type of concession. (Primary: Score 2-10)

Please provide your business mission statement. (Secondary: Score 1-2)

Please describe your company's background and key personnel and also provide your business organization chart. (Secondary: Score 1-5)

Please identify the person who will assume management responsibilities for the concession, describe the manager's experience and qualifications, and attach their resume. (Secondary: Score 1-2)

Do you plan to sublet or assign any portion or the entire contract to another party? If yes, explain. (Secondary: Score 1-2)

Please describe your plan for customer service, operation, and maintenance of the Casino building including the proposed use, hours of operation, event management, and community engagement plan(s). (Secondary: Score 1-5)

Please describe the staffing plan you intend to implement at the concession. Please include operational hours, staff on duty during operational hours, positions of staff members and duties assigned. (Secondary: Score 1-5)

Please describe the public use and access plan you intend to implement at this facility. (Secondary: Score 1-5)

Please describe and provide your proposed plan for undertaking the necessary kitchen improvements including equipment needs and estimated itemized investments. (Secondary: Score 1-5)

List all major equipment you will supply to provide food, merchandise and services required to undertake the obligations of this concession. (Secondary: Score 1-2)

Describe your event management experience including any experience utilizing event management and scheduling software. (Secondary: Score 1-5)

Describe your marketing, advertising, and sales promotion plans including the annual budget specifically for each. (Secondary: Score 1-5)

List and describe the menu(s), merchandise, and/or services proposed to be offered. As applicable, attach the following which includes prices: a menu, merchandise, and/or service list. If your menu has healthy food and beverage items, please identify those choices. (Secondary: Score 1-5)

Describe your plans for maintenance and repair of the property/equipment whether state-owned or privately owned. (Secondary: Score 1-5)

Describe your methods for daily bookkeeping, monthly and yearly accounting, and monthly and yearly recording of revenues. (Primary: Score 2-10)

Provide financial statements, which could include but are not limited to a financial statement, tax return, profit and loss statement, balance sheet, cash flow statement, or owner equity statement, for your organization's last fiscal year demonstrating the firm's ability to operate. If providing information prepared by a Certified Public Accountant, it must be in accordance with generally accepted accounting principles. (Primary: Score 2-6)

What is the amount of working capital (amount of money readily available) intended to be provided for the business investment? Please provide details of how it will be allocated. (Primary: Score 2-6)

Will any portion of the initial investment and working capital be financed? If yes, approximately how much do you plan to finance. (Secondary: Score 1-3)

Do you have a financial interest in any other business entities? If yes, please provide details. (Primary: Score 2-6)

Have you ever closed or ceased operation of a business as a result of becoming compromised with creditors? If yes, please provide details. (Primary: Score 2-6)

Have you or your company ever failed to fulfill the requirements of a contract and/or ever terminated a contract early? If yes, please provide details. (Primary: Score 2-10)

Describe all infractions or Notices of Violation your business(es) has received in the past seven (7) years and explain how each infraction or violation was addressed within your business practice. Also describe how you would avoid or address, to the Department's satisfaction, any future infraction or Notices of Violation. Failure to accurately report violations and/or how they were addressed will result in an award of 0 (zero) points. (Primary: Score 2-20)

Have any liens ever been filed against your business(es)? (Primary: Score 2 and 10)

Are there any judgments, suits, or claims pending against you and/or your business(es)? (Primary: Score 2 and 10)

Are you acting as endorser for others on their notes or accounts? (Primary: Score 2-4)

List name(s), address, phone number, and contact person of insurance carrier(s) who will provide your insurance (liability, vehicle, watercraft, workers compensation, etc.). (Secondary: Score 1-2)

Would you be able to provide the insurance coverage required by the draft contract? (Secondary: Score 1-2)

Provide a minimum of two (2) personal reference letters with addresses and telephone numbers of reference. Inaccurate contact information will result in a score of 0 (zero). Failure to attach both personal reference letters will result in the disqualification of your bid. (Secondary: Score 1-3)

Provide a minimum of two (2) professional reference letters with addresses and telephone numbers of reference. Inaccurate contact information will result in a score of 0 (zero). Failure to attach both professional reference letters will result in the disqualification of your bid. (Secondary: Score 1-3)

Please describe how you will implement the required environmentally sustainable practices identified in the sample contract. Please identify and explain whether you would implement any additional environmentally sustainable practices. (Secondary: Score 1-5)

In a narrative format, please provide any additional information you feel would assist the Department in evaluating your previous experience. (Primary: Score 2-10)

Submitter must sign, print name, and date the bid response submittal. The submitter must have full authority to enter into a contract on behalf of the business. (Secondary: Score 1-2)

Did you include a percentage of gross sales on the "Bid Form" meeting the minimum contract fee requirement? (Primary: Score 2+)

#### SECTION 4, SAMPLE CONTRACT:

Do not sign and return the following sample contract. It is provided for informational purposes only. The selected bidder will be issued a contract upon contract award.

**State of Michigan  
Department of Natural Resources  
Parks and Recreation Division**

**Concession Contract**

(Issued under authority of [Act 451, P.A. 1994](#). Failure to comply with the terms and conditions may result in fees, damages, cancellation or termination.)

Property: **Belle Isle Park**

Premises: **Casino Building and grounds (see Attachment A)**

Contractor: **Successful Bidder**

Expires: **TBD but not to exceed September 20, 2043**

The State of Michigan, Department of Natural Resources (“Department”), provides facilities for the use and enjoyment of the public. A responsibility of the Department is to operate or contract for the operation of the facilities to maximize services and benefits to the public. The facilities located upon the Premise in this Contract are available to the Contractor with the understanding that the Contractor will operate them according to the terms and conditions of the Contract, without undue burden on Department staff, to provide uses, goods and/or services for benefit to the public.

It is fully understood and agreed that this Contract to the Contractor by the Department **does not grant exclusive rights or exclusive use to the entire property**, identified above, where the concession is located, unless expressly provided for herein. This Contract grants rights to the Contractor to provide goods and/or services, specified under Section IV, for the Premises, more particularly identified in Section II.C.1. It is also understood that the Department is responsible for the overall management of the Property and Premises and shall make all decisions including, but not limited to, what concessions shall or shall not be located, the location of the concession upon the Property, and any management and/or operational issue not specifically addressed in this Contract.

**I. Grant of Concession Contract**

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

Michigan Registered Business Name:

Any Associated Doing Business As (d/b/a) to the above:

Contact Name:

Mailing Address:

Home/Office Phone Number:

Cell Number:

Email address:

("Contractor"), this Contract to operate a concession at the Premises upon the Property. Failure to provide the required goods, services or to perform the required services as outlined in this Contract, may result in the issuance of notices of violation, which may include assessment of fees, suspension of operations, cancellation of the Contract, and/or termination of the Contract.

## 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 **TBD**. The Contract is subject to review by the Department.

1. Contractor shall cease operations on or prior to the expiration of the Contract. Contractor equipment may remain on the Premises until a new contract is secured in the spring of **TBD**.
2. Contractor understands that nothing in this Contract conveys any ability to provide any goods or services beyond the terms of this Contract. Any providing or attempting to provide any goods or services beyond the terms of this Contract will result in the contractors ineligibility to enter into any other contracts or agreements with the Department.

**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 Sales in the amount of TBD%, payable on the 15<sup>th</sup> of the month following sales (i.e. July sales are due August 15<sup>th</sup>).**

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.
3. Payment shall be delivered to **Belle Isle Park, 99 Pleasure Drive, Detroit, MI 48207**.
4. A completed Concession Operators Report (required form PR3007) must be submitted each month of operation along with payment of the Contract Fee and received by the Department no later than the 15<sup>th</sup> of each month.
5. A \$10 per day late fee ("Late Fee") may be assessed by the Department to the Contractor for each day beyond the 15th day of the month the Contract Fee is not paid and/or each day beyond the due date for any violation fees. If the Contract Fee is unpaid

beyond the contract expiration date, the Late Fee will accrue until it is paid and/or the Late Fee amount reaches \$600.00.

6. In addition to any other available remedies, failure to timely pay the Contract Fee, any Late Fees, and/or any violation fees may result in termination or cancellation of the Contract.
7. For purposes of this Section, Gross Sales shall be the total amount of all sales in cash, credits, property, or interest of whatever kind received by the Contractor from all business transacted under the provisions of this Contract. Gross Sales does not include Recreational Passport sales, fishing and hunting licenses sales, internal sales, credit card transaction fees paid by a Contractor's customer, 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 Premises, buildings, and items of equipment, for the use of the Contractor for this Contract. The Premises identified within this Contract to be the only approved location of where the good and/or services may be provided by the Contractor shall be:

**The Casino on Belle Isle Park and immediate grounds. See Attachment A for Premises boundary.**

The Department has exclusive authority to restrict access to areas of the Premises, for any purpose, it deems necessary including for any health, safety, welfare or environmental concerns.

The Contractor shall restore, operate and maintain the Belle Isle Casino for public use and enjoyment, Contractor is responsible to fund and complete improvements to the Premises, which are identified in **Attachment B** (the "Improvements").

Contractor shall make the Premises available to the public as provided in this Contract.

2. The Department does not warrant the provision of the Premises, including all buildings and parts of the buildings and grounds covered in this Contract, and all areas of the Premises shall be open to inspection and access 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. The responsibility for such utilities, including installation, maintenance, repair and/or payment are solely the responsibility of the Contractor or the utility companies providing such utilities. The Department is not responsible for any direct or indirect damage 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 indirect 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 permission to provide the goods and/or services authorized by this Contract on the Premises and identified in Section IV.
2. Annual operation of the Concession shall not commence until: 1) all required documents are received, reviewed, and approved by the Department and 2) the Department has communicated that the Concession is approved to provide the good and/or services on the Premises.

**E. Visitors.** The Department does not guarantee a specific number of visitors to the Property/Premises and accepts no responsibility for the lack of visitors for any reason. As the primary point of access to Belle Isle Park is the McAuthur Bridge, visitor vehicle access to the Casino building may be limited in the event that Belle Isle Park reaches parking capacity.

**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 (“Operating Schedule”). The minimum season, days, and hours of operation shall be as follows:

**(The following schedule is suggested and will be determined based on negotiations with the successful bidder.)**

**Sunday through Thursday; 10:00 am to 8:00 pm**

**Friday and Saturday; 11:00 am to 9:00 pm**

The Contractor may obtain permission from the Department to open for a longer period before and after the above Operating Schedule.

2. The Contractor may not operate for lesser periods without prior written approval from the Department unless circumstances beyond the control of either Party make it necessary. In such cases, the Contractor must report the circumstances to the Department at its earliest possible moment. In case of inclement weather, the concession may close early with the Department’s permission.
3. The Premises shall be available to the Contractor during the indicated Operating Schedule unless circumstances make it necessary for the Department to close or prevent access to the Premises.

- G. Posting of Operation Schedule.** The Operating Schedule of the concession may not be handwritten and shall be posted at the park office, on the park bulletin boards, and in an exposed location at the Premises. The operating schedule shall include the general hours of the Casino building and any restaurant or store hours operating within.

### **III. Contractor 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, including but not limited to, for loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of or related to the issuance of this Contract, the activities authorized by this Contract, performance of this Contract and/or the use or occupancy of the Property 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, work, duties, responsibilities, actions or omissions of Contractor, its employees, contractors, or its authorized representatives.
2. Any claim, demand, action, citation or legal proceeding against the Department arising out of or related to occurrences that Contractor, its employees, contractors, or its authorized representatives is required to insure against as provided for in this Contract.
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, its employees, contractors, or its authorized representatives, 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, to a non-party to this Contract for any claims, demands, actions, citations or legal proceedings which a court determines 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 and will be no unnamed partners who have legal interest or authority over the business entity, its operation or its 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, delegate 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 prior written approval of the Department. Such action by the Contractor shall be cause for the immediate termination of this Contract.

2. Any agreement in violation of 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. Any violation of this Section shall be cause for immediate termination of this Contract.

**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 approval of the Department. (If Contractor intends to lease part of the Premises for restaurants, this Section can be updated to reflect this as an allowable activity.)
2. The Contractor is responsible for performing all obligations under this Contract, whether the obligations are performed by the Contractor or an approved subcontractor. The Contractor is solely 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 regarding contractual matters, including but not limited to payment of any costs or fees resulting from the Contract.
3. The State reserves the right to require the Contractor to replace any subcontractor found unacceptable by the Department.
4. An unauthorized assignment or sublease by Contractor shall be cause for the immediate termination.
5. This Section does not forbid maintenance agreements with third parties to fulfill the terms of this Contract, nor does it forbid granting licenses for, or otherwise allowing, use of portions of the Premises for short-term events. However, Contractor may not allow use of the Premises for events which would violate the Department's then-existing generally applicable policies. Contractor acknowledges that the Department's current policies do not allow use of the Premises for the solicitation and receipt of political contributions.
  - a. "Political contribution" means a contribution as defined in the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201, et.seq., and also includes a contribution defined in the Federal Election Campaign Act of 1971, as defined on the date of execution of this Contract.

- 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 and the manner in which all products and services are provided. The Contractor agrees to conduct and use the Premises for no other purpose than those stated in this Contract. The Department holds the right to purchase inventory for the Contractor to be sold at the concession. In the event the Department procures inventory to be sold by the Contractor, the Contractor must offer the inventory for sale at Department approved prices. The Contractors may be offered discount prices to purchase inventory from state contracts for resale, if they choose.
- B. Products and Services.** The concession granted under the provisions of this Contract is as follows:
- 1.** Products and services to be offered for sale include: **TBD based on successful bidder, but must include hospitality, food service, event venue amenities with operations to begin no later than October 1, 2026, maintaining public access, kitchen renovations, honor events currently scheduled, continue to issue permits for photography activities, utilize the long-term pre-approved vendors for event activities, and that food and beverage menu(s) incorporate Detroit influenced cuisine and that pricing must be comparable to the local market.**
  - 2.** The Contractor shall have a variety of goods and services available to the public. Inventory shall be consistent and meet the needs of the customer. All products, services, and pricing must be submitted for preapproval by the Department. It is suggested that pricing take into consideration the local cost of similar goods or services as well as the benefit of the convenience of acquiring the goods or services at the location.
  - 3.** As a Contractor providing services on public lands, the mission of the Contractor must align with the Department. The Contractor shall provide all visitor services in a manner that is consistent with and supportive of any provided Department educational or interpretive assessments, management and strategic plans. The Contractor shall do the following:
    - a.** Support the Department’s responsible recreation and sustainable business practices in relationship to the services provided (for example, using only compostable flatware, life jacket training with each rental, solar operated food

- truck, selling merchandise made of recycled content or produced by local or indigenous artisans, promoting recycling, etc.).
- b. Incorporate interpretive messaging opportunities in business operations (for example, sharing aquatic invasive species prevention information as part of boat rentals, theme of business environment to be reflective of the natural or cultural resources within the park or harbor, etc.)
  - c. Establish expectations for staff training, including training for all staff to have a knowledge of the park and its cultural and natural resource assets.
4. The Contractor shall make every effort to implement additional sustainable practices beyond those required below. Sustainable practices are required as a means to maintain the qualities that are valued in the physical, natural, and ecological environment. Efforts to conduct business using sustainable practices will protect natural systems. The following sustainable practices must be implemented, (where applicable to the concession type):
- a. Eliminate the use of Styrofoam
  - b. Eliminate the use and sale of single use plastic (plastic silverware, straws, trash bags, etc.)
  - c. Eliminate the use of paper towels and use cloth towels
  - d. Eliminate the use and sale of items in an aerosol can
  - e. Where possible, eliminate the use of aluminum and utilize local sourcing materials and products where possible
  - f. Explore the use of green cleaning products
  - g. Implement best practice of energy use (energy saving fixtures, appliances, and bulbs, flow restricting faucets, not running AC with doors open, etc.)
  - h. Explore the use of low-power point-of-sale systems
  - i. Explore sale/use of bottled water that utilizes cans or recycled plastic
  - j. Provide for sale toiletry items that reduce/minimize plastic packing and materials (i.e., bar shampoo/conditioner, bamboo toothbrushes, etc.)
  - k. Offer for sale reusable water bottles made from recycled materials, and/or make available bottle filling stations
  - l. Offer for sale non-chemical-based insect repellent, sunscreen, hair products, etc.
5. In an effort to minimize the impact and transmission of invasive species, the Contractor shall implement methods outlined within the “Invasive Species Decontamination Guidelines” **Attachment C**, where applicable.

### C. Food and Beverages.

1. Food and beverage offerings must be provided at a range of price levels consistent with the local market area. Upon the Department’s annual approval of its menu and prices, the Contractor may offer the following items for sale: **TBD based on selected bidder.**
2. The Michigan Department of Natural Resources encourages that food and beverage options offered for sale on state land include 25% of healthy options. Healthy options are defined as being comprised of one or more of the following: low-calorie, low-sugar, low-sodium, low-fat, non-fried, vitamin enriched, at least 50% of ingredients

being whole grain. The Dietary Guidelines for Americans can be found at ([Dietary Guidelines for Americans, 2020-2025 and Online Materials | Dietary Guidelines for Americans](#)).

**Healthy Beverage Standards:**

- a. Water, including carbonated water (no added caloric sweeteners);
- b. Coffee or tea with no added caloric sweeteners (if condiments are provided, may provide sugars and sugar substitutes and milk/creamer products that have less fat than cream, such as whole or 2% milk);
- c. No more than 200 calories per container of fat-free dairy milk, 1% low-fat dairy milk, or calcium- and vitamin-D-fortified plant-based milks that contain at least 6 grams of protein per 8 oz;
- d. 100% fruit/vegetable juice or juice combined with water or carbonated water (limited to a maximum of 12-ounce container; no added caloric sweeteners; and 200 milligrams of sodium per container); and
- e. Low-calorie beverages that are  $\leq 40$  calories per container.

**Healthy Food Standards:**

- a. No more than 200-calories;
  - b. Less than 10% calories from saturated fat (which would be no more than 2 grams of saturated fat for a 200-calorie snack, for example) with the exception of packages that contain 100% nuts or seeds; snack mixes that contain components;
  - c. No more than 10% of calories from added sugars and a maximum of 5 grams of added sugars, with the exception of yogurts that contain no more than 10 grams of added sugars per 5.3 oz container;
  - d. No more than 200 mg of sodium; and
  - e. One of the following must be listed as the first ingredient (or second ingredient after water):
    - i. Fruit or non-fried vegetable;
    - ii. fat-free/low-fat dairy or calcium- and vitamin D-fortified plant-based alternative;
    - iii. Legumes, nuts, or seeds; or
    - iv. Non-fried whole grain, with at least 50% of the grain ingredients being whole grain (indicated by the product having whole grain as the first ingredient, from the manufacturer, or if the product has a whole grain claim stating that at least 50% of the grains are whole grain).
  - f. Sugarless chewing gum can be sold without having to meet the above nutrition standards.
- 3.** 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 food in accordance with any applicable state and local laws (see **Section VIII**).
- 4.** The Department reserves the right to designate a specific company to provide beverages offered for sale. If the Department elects to designate a specific company's product, the Contractor shall sell only their product line.

5. Use of biodegradable or recycled products in dispensing food items (except for prepackaged items) is required.
6. Annually and if modifications to the menu are desired, the Contractor must submit a proposed menu for Department approval.

**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: **(TBD based on successful bidder.)**

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. (TBD based on successful bidder.)**

1. The Contractor may sell clothing and souvenirs, however, any logos, verbiage, images, etc. displayed on the clothing and souvenirs can only promote Belle Isle Park 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. The Contractor is encouraged to consider merchandise and vendors suggested by the Department.

**F. Floatation Devices. (TBD based on successful bidder.)**

All personal floatation devices offered for sale or rent must be U.S. Coast Guard approved. Contactor's ability to offer items such as inner-tubes, inflatable boats, swimming wings, floating mats, etc. is approved ONLY if the following notice is displayed on every rack, shelf, bin, etc. where these items are located "Not a lifesaving device" or if this notice is identified on the packaging. **Failure to comply will result in the inability to operate and/or issuance of a Notice of Violation from the Department and/or in immediate termination.**

When applicable, sales of boogie boards are not permissible during times of a double red flag posting.

**G. Vending Machines. (TBD based on successful bidder.)**

1. Vending Machines shall be located on concrete pads in the following locations:
  - a. TBD based on selected bidder.
2. The type of product sold must be approved by the Department. If the Department does not or has not approved a certain product, it shall not be sold.
3. The product price, including deposit, shall be pre-approved by the Department.
4. Vending Machine front designs shall incorporate images of natural areas and/or environments or habitats unique to Michigan or outdoor recreation themes such as camping, fishing, boating, etc. Subtle, natural colors that are compatible with a park setting must be used.
5. Sequential, non-resettable item counters. The Department shall have the right to inspect the item counter to verify sales.
6. Vending Machines may be left at the facility during the off-season. However, they must be unplugged and emptied during the time between November 2<sup>nd</sup> through March 31<sup>st</sup>.

**H. Event Management. (TBD based on successful bidder.)**

Events are limited to the Premises. The Contractor shall honor and utilize the Department's Belle Isle Park pre-approved vendor list where applicable for all event related activities. A current pre-approved vendor list may be obtained from the Department by contacting Belle Isle Park staff.

A list of scheduled events shall be provided to the Department monthly and upon request.

- I. **Additional Items.** The Contractor is encouraged to provide additional goods and/or services. Sale/rental of additional items not provided for under **Section IV**, requires the prior written approval of the Department.
- J. **Credit Cards.** Visa and MasterCard credit cards must be accepted by the concession for all products and services. Credit cards shall not be held as collateral for any good or service. Holding or cutting up a card shall not be undertaken for a declined payment transaction. The only exception is when a card is declined and the pin pad response states "HOLD CARD and/or CALL ISSUER".
- K. **Prohibited Merchandise and Services.** The Contractor agrees not to offer for sale or rent prohibited merchandise or services, including:
  1. Souvenirs, merchandise, or clothing which depict locations, landmarks, or natural resources which are not located within the local region.
  2. Tobacco or marijuana products of any kind;
  3. Alcoholic beverages, "mocktails", or controlled substances;
  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's products that promote or portray immoral, unethical, or unhealthy activities (i.e. candy cigarettes);
8. All knives, except kitchen or fishing file knives with a blade 3" or less and knives with folding blades of 3" or less;
9. Any type or size of saw;
10. Balloons;
11. Other items added to this list provided the Contractor has been given written notification of the additional items by the Department.

**L. Point of Sales (POS) System.**

1. The Contractor shall furnish a 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 daily, weekly, monthly, and annual credit card sales, coupon transactions, and direct cash operations.
  - c. Inventory summary of products (goods/services) sold and what should be remaining on hand.
  - d. Products purchased from third party vendors.

**M. Pre-numbered Tickets or Receipts:** If the Department determines the requirements for POS described in Section IV.N. 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.

**N. Rates, Prices, and Charges.**

1. Prior to offering any goods or services for sale, the Contractor shall submit to the Department for approval a listing of the products or services.
2. Product or service list must include proposed prices.
3. All prices charged are subject to approval of the Department. Unless Contractor can document to the satisfaction and approval of the Department that a higher price is warranted, such prices shall be comparable to prices charged for similar merchandise in the locality in which the concession operates.
4. Except for any discount, coupon, or sale price offered to an already approved good or service, any changes to the Department approved listing of products or prices must be submitted to the Department for review and approval prior to being implemented and/or offered for sale.
5. The Contractor shall maintain on publicly displayed signage the Department approved prices for the sale of products or services. Signage shall not be handwritten.

**V. Additional Terms**

- A. Contractor, concession staff, agents, volunteers and subcontractors must wear uniforms identifiable by the public as belonging to the Concession or subcontractor, complete with name tag.
- B. The Contractor cannot play music outside of the Premises.
- C. No storage will be allowed outside of the Casino building.
- D. The Department is not responsible for any delays or cancellations.
- E. The Contractor is responsible to maintain the Casino building, Premises, and equipment in a safe and workable condition and/or manner.
- F. The Contractor may set up tents, tables and chairs outside of the Casino building with prior Department approval. Tents, tables and chairs set up outdoors may be for daily event use only and must be removed prior to daily closure of the Premises.
- G. The Contractor acknowledges that the Department is not liable for any theft, vandalism, damage or depreciation that may occur to Contractor.
- H. No motorized vehicles will be allowed off paved surfaces.

- I. The Contractor is responsible for adhering to all federal, state, and local laws on the Premises.
- J. If using a vehicle, Contractor driver(s) must always carry valid operators' license in their possession.
- K. Contractor, employee, agent, volunteer and subcontractor vehicles accessing the Property are required to have a valid Recreation Passport affixed.
- L. 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 for consumption outside of the Casino building.

## **VI. Accounting, Reporting, and Advertising**

### **A. Accounting Records.**

1. All point of sale (POS) tapes, logs, pre-numbered tickets and receipt registers shall be kept by the Contractor with the applicable monthly sales reports for inspection by the Department for the duration 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.
  3. Separate accounting records shall be maintained for each facility or operation in the Contract.
1. All such records shall be maintained in accordance with generally accepted accounting principles (GAAP).
  2. The Contractor shall make all bank deposits, cash register tapes, pre-numbered tickets, permits, customer receipts, logs and reports concerning the operation available to the Department at such times as the Department may require.

### **B. Monthly Reports.**

1. The Contractor shall furnish the Department with a monthly concession operator report ("Monthly Report") for the previous calendar month showing the amount of Gross Sales received, on forms furnished by the Department, and also furnish payment of the Contract Fee.
2. The original signed Monthly Report shall be submitted to the Department no later than the 15<sup>th</sup> day of each month.
3. Failure to timely submit a Monthly Report and/or payment of the Contract Fee will be grounds for issuance of a Notice of Violation and/or termination of the Contract.

### **C. Annual Reporting Requirements.**

1. Prior to opening each season, the Contractor shall provide the following reports to the Commercial Services and Land Use Administrator (CSLUPA) for review and Department approval:
  - a. For returning contractors, Profit and Loss (P&L) statement for the prior season. The P&L for the last year of the contract shall be due prior to November 30<sup>th</sup>, and each annual P&L shall be submitted on PR 3068 unless an alternate statement is approved by the Department. This requirement shall survive expiration, cancellation or termination of the contract.
  - b. Certificate of general liability and workman compensation insurance listing the “State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insured.
  - c. Performance bond if Surety, Letter of Credit or Certificate of Deposit.
  - d. Equipment inventory list. May be submitted on PR 3067. Not required for food truck concessions or other concessions that do not require use of Department facilities for operation.
  - e. Price list and menu, if applicable. May be submitted on form (PR 2999).
  - f. Employee/agent/volunteer list with position title, phone number and emergency phone number. Must be submitted on PR 3000.
  - g. Employee/agents/volunteer background reports (including for minor employees/volunteers) from the following:
    - iCHAT,
    - Michigan Department of Corrections, and
    - National sex offender reports.
2. No later than sixty (60) days, or a different date agreed to by the Department, following the Contract closing of the concession, the Contractor shall submit an annual Profit and Loss Statement for that season’s operations. Failure to provide the P&L covering the last year of operation of the contract will result in forfeiture of the Performance Bond.
3. Where the Department has determined that a concession operation is substantial enough to warrant, following the close of each tax season, the Contractor shall submit an annual compiled financial statement prepared by an independent accountant. This report is due by April 30<sup>th</sup> following each operating season.
4. Reports listed in this Section are to be sent directly to the CSLUPA.

**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 it utilizes on the Premises including any period for which the Premises is occupied by the Contractor whether a contract is or is not in place, which shall include, but not be limited to: **electric, water, sewer, internet, and refuse.**
2. The Contractor must have a telephone assigned for concession use, at the Contractor's expense, and shall pay all related costs. It may be beneficial for the Contractor to provide the 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 utility bills will result in termination of this Contract.
5. Equipment may be left outside of the operating season but must be unplugged and emptied.

**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 agrees that any social media account or webpage created to promote a facility and/or operation located within the Premises is subject to the approval of the Department. Account username(s) and password(s) for all park related social media account(s) and webpage(s) shall be provided to the Department upon implementation.
2. At the expiration, termination or cancellation of the Contract, the Contractor shall turn management of all social media account(s) and webpage(s) created to promote a facility and/or operation located within the Premises over to the Department, and/or deactivate.
3. The Contractor agrees that they will not utilize the DNR logo without written permission. All uses of the DNR logo must be reviewed and approved by the Department and must follow Department logo use standards.
4. The Contractor will conduct a diverse advertising effort designed to increase business under the provisions of the Contract.
5. All Contractor promotions, scripts, texts, and layouts must be submitted to the Department for written approval prior to execution or implementation.
6. The Contractor may place promotional signage on the Premises if the location(s), material, and content meet Department approval. The signage may contain operational hours, prices, contact information, and other information approved by the Department.

7. 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.
8. 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 and shall communicate with and respond to the Department on a reasonable basis not to exceed ten (10) business days regarding any operational or management issues or concerns.
2. 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.
3. Use of the Premises for purposes other than those permitted in this Contract shall be grounds for termination of the Contract and/or Notice of Violation.
4. The Contractor shall attend any meeting(s) set by the Department regarding the operation, management, and oversight of the Contract. The Department will work to coordinate a mutually agreed upon date, time, and location of any meetings. If no mutually agreed upon date, time and location can be secured, the Department retains the exclusive ability to set a required date, time and location. Failure to attend a meeting may result in the issuance of a Notice of Violation.

**B. Supervision by Property Manager.** The Department is responsible for the general management of the Property. The day-to-day oversight of the Contract, with respect to the products or services provided, hours of concession operation, sanitation, building maintenance and other operational matters as the Department may determine shall be the responsibility of the unit manager, supervisor or his or her delegee.

### **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, familial status, national origin, sexual orientation, gender identity or expression, 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 Premises 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.

**E. Prevailing Wages.** If execution of this Agreement involves work by a construction mechanic, and any part of that work is sponsored or financed in whole or in part by the State, then the following will apply: The rates of wages and fringe benefits to be paid to each class of construction mechanics by Permittee cannot be less than the wage and fringe benefit rates issued by the Michigan Department of Energy, Labor and Economic Growth, Wage/Hour Division, in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed.

## **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 expiration, cancellation or termination of this Contract, except as may be otherwise stated in the Contract.

### **B. Sanitation.**

1. The Contractor shall collect and deposit, in approved sanitary containers, all garbage, waste and debris within a fifty (50) feet radius of the Premises for disposal in a licensed sanitary landfill.
2. Department will work with Contractor to identify site location of refuse containers.
3. The Contractor is also responsible for collection, removal, and disposal of all grease products.
4. 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. Concession facilities are to be turned over to the Contractor in a “concession ready” state. Structural repairs and maintenance are the responsibility of the Department. Non-structural responsibilities fall on the Contractor. Concession specific equipment such as shelving, countertops, fencing, etc., fall under the full responsibility of the Contractor.

**Definitions:**

Concession ready: A finished building with structural soundness. The concession ready facility is what will be maintained by the Department. The other amenities provided for/by the Contractor are the sole responsibility of the Contractor. The contractor is responsible for general maintenance and will keep those amenities in working condition (i.e. changing light bulbs, oiling door hinges.)

Non-structural: Cosmetic (including paint), shelving, countertops, clearing clogs in plumbing, replacing/servicing hot water heater, replacing/servicing light fixtures, amenities added by the Concession as a part of their operations (fencing, non-permanent fencing, window air conditioning units, etc.).

Structural: Roof, walls (interior/exterior), siding, flooring, doorways, doors, locks, windows, stairways, plumbing infrastructure, electrical infrastructure including fuse box, HVAC system (excluding window units added by Contractor).

These definitions do not apply to the improvements to the kitchen which are necessary for the operation of the concession.

2. The Contractor will maintain and keep in repair the Premises specifically including the interior and exterior of the Casino building, including but not limited to:
  - a. Keeping in repair and/or replacing all fixtures, furnishings, elevators, and equipment of the Department provided for by use of the Contractor.

- b. The maintenance, repair, inspection, and decorating of the buildings shall be done by the Contractor to the approval and satisfaction of the Department.
  - c. Keeping in repair and/or replacing all improvements to the kitchen and equipment.
3. The 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.

The concession facility is designated as “historic inventory.” The Contractor shall obtain Department approval from Park Supervisor and Historical Architect prior to any repairs/maintenance to the structure. The Contractor shall not cut/drill holes in structures designated as “historic inventory.”

4. Any additions or improvements made to the Premises shall become the property of the Department upon installation. All alterations, additions, or improvements made by the Contractor when affixed to the Premises must be surrendered with the Premises when the Contract ends, except movable furniture, movable equipment, and trade fixtures installed and removable at the Contractor’s expense. Upon removal of trade fixtures, the Contractor must, at its own expense, repair any resulting damage to the Premises and must replace any light fixtures that it removes. A “trade fixture” means a fixture installed for business purposes but designed to be removable and/or capable of being removed without causing significant damage to the Premises.
5. The Contractor shall provide written notice to the Park Supervisor when facility maintenance and/or repair is required. Failure to provide notification may result in a written notice of violation, termination of the concession contract, financial responsibility for the repair, and/or allocation of the performance bond.

**D. Special Contractor Responsibilities.**

- 1. Maintain and replace all lights and fixtures as needed.
- 2. Service grease pit and arrange and pay for disposal of all cooking oils.
- 3. Schedule, undertake and pay for necessary fire suppression and water testing requirements.
- 4. Dispose of Contractor-owned equipment.
- 5. Clean interior and exterior of Premises on a daily basis or more often as necessary.
- 6. Paint interior of building according to Department specifications, as needed.

7. Keep all drains and sewer lines serving the Premises in working order.
8. Comply with all licensing and permit requirements, including but not limited to: Health Department, Fire Marshall, Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan Department of Licensing and Regulatory Affairs (LARA).
9. Undertake necessary maintenance on the Premises outside of the Casino building on a daily basis or more often as necessary.
10. Perform routine maintenance and repairs to Premises including but not limited to: lights, water heater, faucets, valves, switches, fixtures, HVAC system, etc.
11. 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 expiration, cancellation or 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.

**H. Flammable / Poisonous Materials.** The Contractor shall not use or permit storage within the Premises, of any illuminating oils, fuel, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, except for citronella candles, propane fuel cylinders less than 16 ounces, and other similar items intended for resale which are properly stored and identified and approved on the annual Price List.

## **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 to the Department a complete list of equipment inventory provided by the Contractor for use at the Concession. Any equipment added during the season shall be updated on the list of equipment inventory and the updated version must be provided to the Department between the hours of 8:00 am through 5:00 pm Monday through Friday prior to use.
4. The Contractor acknowledges that any equipment provided by the Contractor or made available for use by the Contractor is not the responsibility of the Department.

5. Permanent fixtures may be installed only with the written approval of the Department, unless specifically authorized by this Contract.
6. 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. 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, unless otherwise authorized in this Contract.

**C. Vending Equipment.** The Contractor shall secure the written approval of the Department prior to the installation on the Premises of any vending equipment, not already authorized by this Contract. 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 review sales.

## **X. Employees**

### **A. Employment.**

1. The Contractor shall employ and maintain such help and labor as may be necessary to operate in a manner acceptable to the Department.
2. The Contractor may undertake job shadowing opportunities with individuals who are considering future employment with the following conditions:
  - a. Individuals job shadowing for less than two (2) business days do not require prior submission of background check reports or inclusion into the employee list.
  - b. Individuals job shadowing for more than two (2) business days requires the Contractor to provide written notification to the Department and submission and approval of background check reports by the Department.
3. Annually, the Contractor shall provide the Department with the information required in Section VI.C.
4. With prior approval of the Department, the Contractor may employ a manager.
5. If, at any time, the Department shall be of the opinion that any employees, agents, subcontractors, and/or 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 address with the employees, agents and/or volunteers the improper conduct, including discharge of employees, agents and/or volunteers or reassigning such employees, agents and/or volunteers to duties not related to the park concession contract.

- a. Improper conduct includes, but is not limited to, behavior that is not in accordance with propriety, reason, or honest. It is behavior that is unfitting, insulting, intimidating, humiliating, malicious, degrading, or offensive. Improper conduct can include corrupt conduct, serious professional misconduct, misconduct, and unsatisfactory conduct.

**B. Moral Conduct.** From a public viewpoint, the Contractor, its employees, agents, subcontractors and volunteers are direct representatives of the Department. Therefore, the Contractor, its employees, agents, subcontractors 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, subcontractors and volunteers, whether on or off duty on the Premises.
2. All employees, agents, subcontractors and volunteers must use appropriate (“G” rated) language and actions at all times.
3. Annually, and upon hiring throughout the season, Contractor shall obtain, and provide to the Department for review and approval, the background reports identified below for each and every of its employees, agents, subcontractors and volunteers prior to them report to or performing work at the Property or Premises. Submissions must include:
  - a. State of Michigan’s Internet Criminal History Access Tool (iCHAT) [Home Page - ICHAT Menu \(michigan.gov\)](#)
  - b. Michigan Department of Corrections (OTIS) [Offender Tracking Information System \(OTIS\) \(state.mi.us\)](#)
  - c. National Sex Offender Registry (NSOPW) [United States Department of Justice National Sex Offender Public Website \(nsopw.gov\)](#)
4. The Department may require Contractor to suspend or remove a concession employee(s), agent(s), subcontractor(s) and volunteer(s) who has violated a law, rule, order or performed inappropriate customer service. Department will work with Contractor to ensure enough time for proper staffing. Inappropriate customer service includes but is not limited to, any interaction with a customer that results in a negative opinion, dissatisfaction, or harm to the Department’s reputation.
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, subcontractors 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, subcontractors

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, subcontractors and volunteers of the Contractor has reported for duty or is on duty with a prohibited level, the Contractor or employees, agents, subcontractors and volunteers of the Contractor shall submit to a drug test or an alcohol test.

A Contractor, employee, agent, subcontractor, or 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. Concession personnel who encounter 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. Contractor employees, agents, subcontractors and volunteers will ensure proper hygiene is maintained, including, but not limited to, showering, maintaining a clean and acceptable appearance, and removal/covering of any non-G rated 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, agents, subcontractors and 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/Premises, 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 the Contractor.

**E. Parking.**

1. The Contractor, employees, agents, subcontractors, and volunteers shall park in areas identified by the Department.
2. The identified 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 prior approval of the Department, except on paved surfaces intended for vehicle use.
2. This Contract does not provide Contractor, employees, agents, subcontractors, or volunteers with the ability to go directly to the front of the line when entering the Property. Contractor, employees, agents, subcontractors, and volunteers must wait in line with all other park guests.
3. A valid Recreation Passport is required on all Contractor, employee, agent, subcontractor, and volunteer owned vehicles entering the Property.

## **XI. Insurance and Performance Guarantee**

**A. General.**

1. At least thirty (30) calendar days prior to occupancy of the Premises, Contractor shall provide proof of the minimum levels of insurance coverage identified below and listing the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds. A commercial Contractor shall provide this proof on commercial general liability form CG 2110 00 01 an endorsement, a non-commercial Contractor shall provide this proof on the appropriate ACCORD, or other documentation as otherwise approved by the Department. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies will not be cancelled or materially changed without prior written notice having been given to Department.

2. Prior to expiration of the insurance coverage, the Contractor must provide an updated certificate of insurance meeting all of the above requirements. Failure to provide may result in a Notice of Violation, suspension of activities, and/or termination.
3. 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.
4. 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.
5. The insurance shall be written for not less than the 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.
6. The Department reserves the right to reject insurance written by an insurer the State deems unacceptable.
7. 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 prior written notice having been given to Department.
8. The insurance must include as an additional insured – **State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents.** The language, as provided, must be included without deviation or exception.
9. The Contractor is required to provide Commercial General Liability Insurance with the following minimum limits:
  - a. General Aggregate: \$5,000,000
  - b. Each Occurrence: \$1,000,000
  - c. Fire Damage (State owned buildings only) TBD
  - d. An amount equal to the full replacement value of said buildings and improvements to be approved by Lessor.

**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. Bond.**

1. The Contractor, as a prior condition to any rights under this Contract, shall furnish a bond in a manner and in an amount acceptable to the Department.
2. Proof of the current bond covering the period of operation must be kept on file with or provided to the Department prior to opening each season.
3. All bonds must be written in such a manner that they provide coverage in the amount specified with the minimum term covering the Contract period and shall not expire or diminish in value until relinquished by the Department after inspection for damages and/or completion of Contract obligations.
4. The bond may be used by the Department for purposes including, but not limited to, Contractor damages to property and/or premises, Contractor damages to equipment, Contractor failure to perform contract obligations and/or Contractor monetary obligations accruing under this Contract.

4. If such valid bond is not kept in force with written documentation provided to the Department, this Contract may be immediately terminated by the Department.
5. **The bond shall contain a provision that it may not be cancelled except by written approval by the Department.** The Performance Bond for the Contract will be **\$10,000**; the Construction Bond for the Contract will be **\$100,000**.
7. **Should any portion of the bond be exhausted, Contractor shall replenish it to the original amount required above.**

## **XII. Notice of Violation and 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 damages as stated below.
- B. **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 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), this Contract, at the option of the Department, may be terminated without notice. Upon termination, the Department may enter the Premises and obtain a new Contractor for the operation of the facilities.
  3. In addition to any other remedy, the Department may issue a Notice of Violation and/or 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.
- C. **Notice of Violation.**
  1. Upon identification by the Department of a violation of any term of the Contract, the Contractor will be provided with a written "Notice of Violation" identifying which term of the Contract that has been violated and the time period by which the stated violation must be corrected.
  2. If a violation communicated to the Contractor via a Notice of Violation has not been corrected by the time period specified, the Department may assess, and the Contractor agrees to pay to the Department, liquidated damages in the sum of \$150 per violation. A \$10 per day late fee ("Late Fee") may be assessed by the Department

to the Contractor for each day beyond the due date the liquidated damages is not paid.

3. If after the fourteenth (14<sup>th</sup>) day, the violation is still not corrected, the Department may assess, and the Contractor agrees to pay to the Department, liquidated damages in the sum of \$300 per violation. A \$10 per day late fee (“Late Fee”) may be assessed by the Department to the Contractor for each day beyond the due date the liquidated damages is not paid.
4. If during the contract period a “Notice of Violation” is issued for recurrent violation(s) the initial sum of the liquidated damages shall be \$400 per violation. A \$10 per day late fee (“Late Fee”) may be assessed by the Department to the Contractor for each day beyond the due date the liquidated damages is not paid.
5. The system of progressive liquidated damages is not intended to be in lieu of the Contractor performing according to the Contract provisions or any other recovery in law.
6. This liquidated damage provision does not waive or modify any rights the Department has to terminate or cancel this Contract pursuant to the Contract’s terms.
7. The Department reserves the right to waive liquidated damages.
8. In addition to the terms of the Contract related to termination, the Department may terminate this contract upon the Contractor receiving up to three (3) major violation or six (6) minor violations (two (2) minor violations are equivalent to one (1) major).
  - a. Major Violation – A violation of term(s) of the contract that impacts the health, safety and/or welfare of visitors or Department staff or that negatively impacts the environment, resource, or mission of the Department.
  - b. Minor Violation – A violation of term(s) of the contract that is not a “Major Violation”.

### **XIII. Extension, Renegotiation, Modification**

#### **A. Extension and Renegotiation.**

1. This Contract is subject to an annual review by the Department. Which review may result in addendums to the Contract.
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, unless circumstances arise where it is in the best interest of the State to extend or renegotiate. Barring termination or cancellation, the earliest this Contract may be re-bid is for the **TBD** 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, Cancellation**

**A. Act of God.** Whenever, as a result of any cause beyond the Department or Contractor's control (such as, but not limited to, 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. Delays.** The Department shall not be liable for any damages due to any delay to Contractor's Operating Schedule.

**C. Cancellation.**

1. In the event 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.F. above or within ninety (90) days of the Concession beginning operating date.

**C. Termination, Cancellation.**

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 may be terminated at the option of the Department.

2. In the event of the termination or cancellation 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, upon thirty (30) days' notice to Contractor, if the Department determines that such a cancellation is in the Department's best interest.
2. Cancellation shall be left to the sole discretion of the Department and may include, but are not limited to:
  - a. The Department no longer needs the services or products specified in the Contract.
  - b. The Contractor provided information to the Department in its bid for this contract or at any time during the contract term, that was false or fraudulent.
  - c. Changes in laws, rules, or regulations that make implementation of the Contract services no longer practical or feasible.
  - d. Change in ownership of the State property or damage to the Premises.
  - e. Unacceptable prices for additional services requested by the Department.
4. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect the good or services that are cancelled and those that remain.
5. In the event of the cancellation of this Contract, the Contractor shall be liable for that portion of the Contract Fee, Pro-rated to the effective date of such cancellation (see Section II. B).

**E. Vacating Premises.**

1. The Contractor shall vacate the Premises by the expiration date of the Contract, unless another date is approved by the Department.
2. If termination or cancellation shall occur, then the Contractor shall not be permitted to operate on the Premises and must vacate the Premises within fifteen (15) days of termination or cancellation.
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 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.
  
- H. Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Michigan. Civil action jurisdiction for claims against the State of Michigan and/or its agencies shall reside with the Michigan Court of Claims, unless otherwise required by law.

Individuals needing mobility, visual, hearing, written or other assistance should contact the DNR, PRD, Commercial Services & Land Use Program Administrator.

**The remainder of this page is intentionally left blank (see signatures below).**

