



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: Jason Werling, Recreation Superintendent
DATE: December 1, 2021
RE: Commission Agenda Item:
Shelby Street Boat Launch Facility Agreement 2022

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year Agreement with Sandusky Bait Company, of Flatrock, Ohio for the lease of the building located at the Shelby Street Boat Launch Facility beginning January 1, 2022 and concluding on December 31, 2022. The agreement has a second year option at the city's discretion for 2023.

BACKGROUND INFORMATION:

In 2018, the City issued an RFP for the operation of the Shelby Street Boat Launch Facility and there were no responders. During the 2019 season the building was used by Block by Block, for storage and not operated as a bait shop, and the launch ramps and restrooms remained open to the public free of charge. In August 2019 the Recreation Department was approached by Steve Hammer, who was interested in operating the building as a bait shop, and he and his wife Tammy presented their proposal to the Recreation Board. The City subsequently entered into an agreement with Steve and Tammy Hammer that will expire the end of the year. In September 2021, the City issued an RFP for the 2022 operation of the Shelby Street Boat Launch facility in which two (2) proposals were submitted and evaluated by a selection committee.

Based upon the company's experience, availability, and ability to keep the facility operating and staffed, the Sandusky Bait House was determined to be the best proposer to operate the Shelby Street Boat Launch for the 2022 season. The City will continue to provide the launch ramps and restrooms available to the community free of charge.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of \$100 per month during the peak season and \$50 per month during the off-season. These funds will be used to offset utility costs at the facility.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Steve and Tammy Hammer of Sandusky Bait Company for the lease of the Shelby Street Boat Launch Facility. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement by the lease start date of January 1, 2022.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

ORDINANCE NO. 21-190

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR AGREEMENT WITH SANDUSKY BAIT COMPANY OF FLATROCK, OHIO, FOR THE OPERATION OF A RETAIL BUSINESS FOR THE SALE OF BAIT AND TACKLE, CONVENIENCE ITEMS, FOOD, BEVERAGES, AND FISHING EQUIPMENT AND SUPPLIES AT THE BUILDING LOCATED AT THE SHELBY STREET BOAT LAUNCH RAMP FACILITY FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City issued a Request for Proposals (RFP) in November of 2018 for the operation of a retail business at the building located at the Shelby Street Boat Launch Ramp Facility and no proposals were submitted; and

WHEREAS, in August of 2019, Steve Hammer expressed interest in operating a bait shop at the Shelby Street Boat Launch Ramp Facility and presented a proposal to the Recreation Board which was determined by the Board to be appropriate and in the best interest for the City; and

WHEREAS, the City Commission approved an agreement with Steve and Tammy Hammer (d.b.a.) Sandusky Bait Company for the operation of a retail business at the Shelby Street Boat Launch Ramp Facility by Ordinance 19-143, passed on August 26, 2019, and subsequently approved a First Amendment to the Agreement to extend the agreement through the end of 2021 by Ordinance No. 21-124, passed on August 9, 2021; and

WHEREAS, in September of 2021, the City issued a Request for Proposals (RFP) for the operation of the Shelby Street Boat Launch Facility for the calendar year 2022 in which two (2) proposals were received and evaluated by a selection committee and based upon the company's experience, availability, and ability to keep the facility operating and staffed, the Sandusky Bait Company, of Sandusky, Ohio, was determined to be the best proposer; and

WHEREAS, the agreement will be effective for the period January 1, 2022, through December 31, 2022 and may be extended for an additional one (1) year term upon written agreement; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon rental and utility fee income; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance

with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with Sandusky Bait Company of Flat Rock, Ohio, for the operation of a retail business for the sale of bait and tackle, convenience items, food, beverages, and fishing equipment and supplies, at the building located at the Shelby Street Boat Launch Ramp Facility for the period of January 1, 2022, through December 31, 2022, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: December 13, 2022

Shelby Street Boat Launch Ramp Facility Agreement

This Agreement made on and entered into this ____ day of _____, 2021, is between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Sandusky Bait Company, an Ohio corporation, whose address is 16111 East Water Street P.O. Box 74, Flat Rock, Ohio, 44828, herein referred to as "Lessee."

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Description of the Premises

In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed, and fulfilled, Lessor hereby leases to Lessee the premises known as the Shelby Street Boat Launch Ramp Facility located in the City of Sandusky, alternatively referred to as "Leased Premises." The Leased Premises are more specifically described in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein.

2. Term

The term of this Agreement shall be for the period of January 1, 2022, through December 31, 2022, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor. This Agreement may be extended for an additional one (1) year term upon written agreement by both the Lessor and Lessee.

3. Order of Precedence of Documents

In the event of a conflict between the RFP, the Proposal, and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and Sandusky Bait Company's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) the City's RFP, including all Addenda thereto, attached hereto as Exhibit "B" and (2) Sandusky Bait Company's Proposal, including all Addenda thereto, attached hereto as Exhibit "C."

4. Concession and Use

Lessee shall have the right to operate a retail business for the sale of bait and tackle, convenience items, food, non-alcoholic beverages, fishing equipment and supplies, and ice at the Leased Premises. The approved concession items categories are described in Exhibit "D" which is attached and specifically incorporated as if fully rewritten herein. The Lessee shall not sell tobacco products. No other use of the Leased Premises shall be allowed unless prior written consent is obtained from the Lessor.

If applicable, the Lessee shall comply with all Erie County Health Department regulations and shall be licensed and inspected by the Health Department, and any changes to the Leased Premises to bring it into compliance with Erie County Health Department rules or regulations will be at the expense of the Lessee. If applicable, Lessee shall, at their own expense, apply for and obtain a license pursuant to Chapter 735 of the City of Sandusky Codified Ordinances. Lessee shall register with the City of Sandusky's Income Tax Department and provide Lessor with certificate of registration. Lessee shall be required to provide to Lessor, upon request, a copy of the Health Department License, the Public Vendor's License and any other license or permit required to lawfully conduct business.

5. Delivery of Possession at Beginning of Term/ Acceptance

Lessee has inspected the building located at the Leased Premises and knows the condition as depicted by the pictures in Exhibit "A" and accepts the same "As Is."

6. Use of Equipment/ Damages to Property

Lessee shall provide additional, suitable equipment in Lessee's discretion that is necessary to the proper operation of the retail business for the sale of bait and tackle, convenience items, food, non-alcoholic beverages, and ice. All personal property of every kind and description kept, stored or placed in or on the Leased Premises shall be at the Lessee's sole risk and hazard, and the Lessor, its employees, agents, officers, elected officials and representatives shall not be responsible for any stolen, lost, or any other loss or damage to any of such personal property.

7. Obligations of Lessee

Lessee shall perform duties and operate the Leased Premises as required by the Lessor including, but not limited to, the following:

7.1 Hours of Operation. Lessee, their agents, employees, representatives, or volunteers shall be present at the Leased Premises not less than the following days and hours:

Mondays through Thursdays from 6:00 am – 2:00pm; Fridays through Sundays from 6:00 am – 6:00 pm.

Lessee shall develop regular hours of operation, which shall be approved by the City manager prior to January 1, 2022. Lessee may make adjustments to hours of operation if the City Manager approves the request.

7.2 Management of Leased Premises. Lessee shall manage the Leased Premises, which includes but is not limited to, staffing the facility with adequate staff to offer proper services associated with launching, janitorial duties, cleaning and maintenance. Lessee shall also provide adequate staff for bookkeeping services of the Leased Premises and shall be responsible for collecting all fees generated.

7.3 Availability during Tournaments. Lessee shall be present at the Leased Premises for all scheduled fishing tournaments as described in Exhibit "E" which is attached and specifically incorporated as if fully rewritten herein and work with the Sandusky Recreation Superintendent to satisfy the requirements of hosting the tournaments.

7.4 Payment and Fees. Lessee shall pay a monthly fee for the Leased Premises as follows:

One Hundred Dollars (\$100.00) per month for the months of April 1st through September 30th; Fifty Dollars (\$50.00) per month for the months of October 1st through March 31st.

Lessee shall make each monthly payment on the first day of each month.

Lessee shall not charge for the launching of boats or other watercraft.

The Lessor and Lessee shall create a rate structure and terms for dockage.

Lessee shall pay up to \$400.00 annually to Alarming Concepts for the security system.

7.5 Marketing. The Lessee shall market the facilities, which includes but is not limited to, posting publications and flyers at area recreational facilities and advertising rates prior to the start of the season through means of radio and/or social media.

7.6 Cleaning and Maintenance. Lessee shall clean and maintain the office and restroom spaces on a daily basis, which includes but is not limited to keeping all paper products fully stocked.

Lessee shall keep all grounds free of litter and goose droppings.

Lessee shall maintain all planted and landscaped areas, which includes but is not limited to pulling weeds and planting new plants. The Lessor may supply the Lessee with new plants if the City's greenhouse has available stock.

Lessee shall keep the bike path clear of any obstructions.

Lessee shall keep the parking lot and dumpster enclosure clear of any debris and litter, which may include but is not limited to pressure washing the grounds to keep it clean of any staining liquid and oils.

Any trash services, except for those set forth in Section 8, shall be the responsibility of the Lessee.

7.7 Permits. Lessee shall obtain and maintain all necessary permits, which include but is not limited to, a Bait Dealer Permit from the Ohio Department of Natural Resources Division of Wildlife.

7.8 Compliance with Laws. Lessee shall keep and maintain the Leased Premises in a good, safe and clean manner and shall obey and comply with all lawful public requirements, regulations, orders, rules, laws and Ordinances of all public authorities that in any way affect the Leased Premises or the use of those facilities and improvements.

7.9 Maintaining Condition of Leased Premises. Lessee shall maintain the Leased Premises and all improvements and appurtenances to the premises in a good repair and in at least as good condition as when delivered, ordinary wear and tear excepted. Lessee shall not commit any waste or cause damage to the Leased Premises.

8. Obligations of Lessor

8.1 Trash. From April 1st through October 31st, the Lessor shall provide the Leased Premises with a one (1) dumpster and six (6) portable garbage cans, being serviced once a week.

From November 1st through March 31st, the Lessor shall provide refuse service of two (2) portable garbage cans, being serviced once a week.

8.2 Repairs. Lessor shall be responsible for any large infrastructure repairs or improvements to the Leased Premises, not directly attributable to negligence of the Lessee.

8.3 Installation and Removal of Docks. Lessor shall install and remove all docks.

8.4 Snow Removal and Lawn Care. Lessor shall be responsible for snow removal and lawn trimming at the Leased Premises.

8.5 Cleaning Products. Lessor shall provide Lessee with the appropriate cleaning materials and products so that Lessor can maintain the office and restroom spaces, as referenced in Section 7.6.

8.6 Utilities. The City shall pay the utility fees associated with the facilities and docks.

8.7 Green Space. The City shall maintain the grass on the property on a regular basis.

9. Liability and Insurance

9.1 Public Liability Insurance. Lessee shall procure and maintain comprehensive public liability insurance for the Leased Premises with single limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death to one or more persons arising out of any one accident or occurrence and property damage. Lessor and all

City Departments, Boards, Commissions, Officials, and employees shall be named as additional insureds under this policy.

9.2 Insurance. Lessor shall keep general building and casualty insurance on the real property against loss or damage done by fires, casualty and all available extended coverage or other hazards in a sum not less than the full current insurable replacement cost of the Leased Premises. Lessee shall be responsible for insuring Lessee's personal property, improvements, betterments, vehicles, and any employee's personal property.

9.3 Certificates. At the commencement of the term of this Agreement, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under Section 9, this shall include evidence of no cross-liability restrictions and a copy of the insurance policy coverage terms, conditions and exclusions all applicable to the Lessor. Lessee shall also deliver to Lessor at least ten (10) days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance and shall provide a notice of any material change thereto.

9.4 Waiver of Liability. Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against Lessor, including all rights of subrogation, for loss or damage to their property. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such releases does not adversely affect such policies nor prejudice in the releasor's rights to recover under them.

9.5 Indemnification. Lessee shall indemnify and hold Lessor and all City Departments, Boards, Commissions, operating units, Officials, and employees harmless against any and all claims, liabilities, damages, or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Leased Premises, as a result of any criminal, tortuous, or negligent act of the Lessee or of its employees, agents, or contractors, or arising in conjunction with the use and occupancy of the Leased Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortuous or negligent act of Lessor or its employees, agents, or contractors, or by reason of the breach of any of Lessor's

obligations under this Agreement. This provision survives the expiration or termination of this Agreement.

10. Public Access

Lessee acknowledges that it is the express intent of the Lessor to allow lawful public access to all permitted areas of the Shelby Street Boat Launch Ramp Facility, with the exception of the inside of the building and the gated Fire Patrol and ODNR Patrol boat dock. Lessee shall operate and maintain the Leased Premises without unduly interfering with the lawful access of the public. However, Lessee shall ensure that there are no boats stored in the parking lot area. Lessee shall ensure that oversized vehicles and boat trailers use the Shelby Street Overflow Parking lot.

11. Non-Assignment

The Lessee shall not assign this Agreement nor sublet the Leased Premises nor any part thereof without the written consent of Lessor. The Lessee shall have the right to assign its obligations and rights under this Agreement to any successor resulting from a merger, or in connection with a sale of all or substantially all of the assets of the Lessee; provided, however, that the Lessee provides the Lessor with an executed form of assignment and assumption evidencing the successor in interest's assumption of liability for the full and faithful performance of all the terms, covenants, conditions and provisions under this Agreement.

12. Termination

If Lessee breaches any terms of this Agreement and/or fails to comply with the Lessor's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Agreement. On the date specified in the notice, the term of this Agreement shall terminate and Lessee shall then quit and surrender the Leased Premises to the Lessor, but the Lessee shall remain liable for

their payments until vacating the Leased Premises. If this Agreement is terminated by Lessor, Lessor may immediately thereafter resume possession of the Leased Premises by any lawful means and remove Lessee and their personal property.

13. Loss Due to Catastrophe

In case of damage to the Leased Premises by an act of God or other casualty beyond the Lessor's control, the Lessor shall have the option to terminate this Agreement or to repair the facility.

14. Non-Discrimination

The Lessee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, handicap, disability, sex, sexual orientation, gender identity or expression. All pertinent Federal laws prohibiting any such discrimination will be adhered to. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, handicap, disability, sex, sexual orientation, gender identity or expression. Such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Lessor, setting forth the provisions of the non-discrimination clause.

15. Severability of Clauses

No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same in any other covenant or condition hereof.

16. Notice

Whenever in this Agreement there shall be required or permitted that notice or demand be given in or served by either party to this Agreement, to or on the

other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

<u>Lessor</u>	<u>Lessee</u>
City of Sandusky	Steve Hammer
c/o City Manager	Sandusky Bait Company
240 Columbus Avenue	16111 East Water Street
Sandusky, OH 44870	P.O. Box 74
	Flat Rock, Ohio 44828

17. Entire Agreement

No amendment, change, modification or addition to this Agreement shall be binding upon the parties unless it is in writing and signed by both Lessor and Lessee.

18. Binding Effect

This Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrative, executors, successors and assigns.

19. Jurisdiction

This Agreement is made in the State of Ohio and shall be administered, interpreted, or adjudicated by any Court having competent jurisdiction over Erie County, Ohio.

20. Signage

Lessee shall provide signage to indicate the Leased Premises are active and open for business. Signage shall include hours of operation and shall conform to the City of Sandusky sign ordinances.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public

My Commission Expires: _____

WITNESSES:

LESSEE: Sandusky Bait Company

Steve Hammer

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Steve Hammer, and acknowledged his execution of the foregoing instrument as said Lessee on behalf of themselves and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public

My Commission Expires: _____

Approved as to Form:

Sarah S. Chiappone #0101179
Assistant Law Director
City of Sandusky

EXHIBIT "A"









EXHIBIT "1"

REQUEST FOR PROPOSALS
City of Sandusky
Operations at the Shelby Street Boat Launch Facility

Issued by:
The City of Sandusky, Ohio

Issued:
Tuesday, September 21, 2021

Contact Person:
Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposals Due:
Friday, October 8, 2021 at 1:30pm



The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

City of Sandusky
Operations of the Shelby Street Boat Launch Facility
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(g) Bidder's Affidavit #2	
(h) Non-Collusion Affidavit	

EXHIBIT "1"

SECTION I. NOTICE TO PROPOSERS

LEGAL NOTICE
REQUEST FOR PROPOSALS

Proposals for the City of Sandusky “**Operation of the Shelby Street Boat Launch Facility**” must be received in the office of the Department of Public Works, 240 Columbus Ave, Sandusky, OH 44870, to the attention of Aaron M. Klein, P.E., no later than 1:30pm on Friday, October 8, 2021.

Proposal packages shall be submitted with one original in sealed envelope labeled “Operation of the Shelby Street Boat Launch Facility”. These Proposals are to be sent or delivered to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: 419-627-5829
Fax: 419-627-5933
email: mstookey@ci.sandusky.oh.us

Correspondence shall include contact name, address, telephone, fax, and email information.

EXHIBIT "1"

Copies for the Request for Proposals (RFP) can be downloaded from the City of Sandusky’s web site at www.ci.sandusky.oh.us, or if you prefer a hard copy, please contact Megan Stookey, at mstookey@ci.sandusky.oh.us or (419) 627-5878.

All questions must be submitted in writing and may be emailed to: Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us. Any questions submitted and answers thereto, clarifications or Request for Proposals amendments shall be distributed to those parties that requested or have been sent an original RFP. Last day for questions shall be 8:00am on Monday, October 4, 2021.

All proposals must be received on time and in full compliance with the instructions contained in the RFP. The City of Sandusky reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

The City of Sandusky reserves the right to waive any informalities or irregularities in any of the Proposals received and to award to the offeror whose proposal best meet the needs of the City of Sandusky.

Please publish on: September 21 & 28, 2021
Approved by: Eric L. Wobser, City Manager

II. Procurement Process, Timeline and Deadlines

This Request for Proposals is being issued by the City of Sandusky. The primary contact for all communications regarding this Proposal shall be done through email with the Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us with a last day for questions being Monday, October 4, 2021.

All private, for-profit, non-profit and public entities shall be eligible to submit Proposals for this work.

The Request for Proposals shall be available upon Tuesday, September 21, 2021, and publicized as follows:

- On the City of Sandusky Website at <http://www.ci.sandusky.oh.us>
- Published as Legal Notice in the Sandusky Register September 21 & 28, 2021

The Request for Proposals shall be available upon request in the following formats: hard copy (paper) **and** electronic email (Adobe Acrobat *.PDF format). The Request for Proposals shall be distributed as requested by the aforementioned eligible Proposer/Contractors. Requests for the Request for Proposals shall be made to the Department of Public Works. All requests shall include the Request for Proposals format preference (hard copy or electronic email), complete contact information of person making the request, including email address and fax number.

The final date and time for inquiries regarding this Request for Proposals shall be Monday, October 4, 2021, 8:00am. The City of Sandusky shall issue responses to all inquiries to all entities that have requested or have been sent an original RFP.

The Proposals shall be due no later than 1:30pm on Friday, October 8, 2021. Proposals received after that date and time will not be accepted. Cost Proposal packages shall be submitted as outlined in Section VI. Proposal Submittal and Format. The Proposals shall be sent to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

The Proposals shall be reviewed by a committee following the Request for Proposals due date and time. The selected finalists shall be established based on the Rating Scale as defined in Section VII. Evaluation of Proposals.

EXHIBIT "1"

Specific Project Timeline

September 21 & 28, 2021 Advertise in the Sandusky Register that the City of Sandusky is accepting Proposals and the Request for Proposals/Specifications packets are available. Document will be posted on the City's Website.

October 4, 2021 at 8:00 a.m. (EST) Last day to submit questions and clarifications regarding the Request for Proposals.

October 8, 2021 at 1:30pm Deadline for submittal of Proposals to the City of Sandusky.

October 8 – 22, 2021 Review and evaluate proposals to formulate the top three Proposer/Contractor. Demonstrations may be requested during this time.

November 8, 2021 Agreement will go to City Commission for approval.

EXHIBIT "1"

III. OVERVIEW

The City of Sandusky desires to contract with a vendor to provide Operational services for the Shelby Street Boat Launch Facility located at 101 Shelby Street, within the City corporate limits. The facility consists of transient boat docks, four (4) boat launch ramps, Sandusky Fire Department and ODNR patrol docks, paved parking light, an office/store facility, shelter house and public restrooms.

The vendor shall be a qualified individual or business that meets the minimum specifications set by the City.

Proposals shall be delivered to 240 Columbus Ave, Sandusky, Ohio 44870.

The deadline for the submission of Proposals is 1:30pm on Friday, October 8, 2021.

EXHIBIT "1"

IV. SCOPE OF WORK FOR THE OPERATION OF THE SHELBY STREET BOAT LAUNCH FACILITY

A. Term of Service

The terms of this contract shall be for one (1) full calendar year from January to December, with an option one year renewal upon the City's discretion.

B. City of Sandusky Obligations

- Utility costs associated with the facilities and docks shall be the responsibility of the City for normal operational services.
- During the summer operational season of April 1st to October 31st, the City shall contract with a refuse hauler to supply the facility with a one (1) 4Yard Dumpster and six (6) totes, being serviced once a week.
- During the winter season of November 1st to March 31st the City will provide refuse service of two (2) totes that will be serviced once a week..
- Any larger infrastructure repairs or improvements to the facilities, not directly attributed to negligence of the operator shall be the responsibility of the City.
- The green space on the property shall be maintained by City staff on regular scheduled basis.
- The City shall install and remove all docks at the facility through a separate contractor with a vendor a specified times.

EXHIBIT "1"

C. Operator Obligations

- The Proposer shall operate the Shelby Street Boat Launch Facility not less than the following days and hours:
 - Monday – Thursday 6:00am - 2:00pm
 - Friday, Saturday, and Sunday 6:00am - 6:00pm
 - Any modification to service hours shall be approved by the City Manager.
- The Proposer shall station personnel at the boat ramp for the purpose of staffing regular business hours of operation or other mutually agreeable hours, seven (7) days per week during the summer season.
- Any trash services outside of what the City offers at the facility shall be the responsibility of the respondent.
- The operator shall be required to market, manage and operate the Boat Launch facility.
 - Marketing of the facility includes, but not limited to, publications and our flyers at area recreational facilities, advertisement of rates prior to start of season through means of radio and/or social media outlets.
 - Management of the facility shall include, but not limited to, staffing the facility with adequate staff to offer proper services associated with launching, janitorial duties, cleaning and maintenance.
 - Again, provide adequate staff for the bookkeeping services of the facility, as the operator is responsible for collecting all fees generated.

- The rate structure and terms for dockage shall be mutually agreed upon between the Operator and the City.
- It is imperative that the operator keep all grounds free of litter and goose droppings, especially around the water, as the bay/lake are our greatest asset and we need to do our part in keeping it clean.
- Maintenance of the office and restroom facility is imperative as these are both considered public spaces, and shall be kept up with.
 - Maintenance of the restroom facility shall consist of, but not limited to, keeping all paper products fully stocked and a daily cleaning schedule.
- Maintain all planted and landscaped areas free of weeds, planting of new plants (which with coordination with the City's greenhouse may be supplied by the City with the available stock).
- Keep the bike-path clear of any obstructions and clear for use by the public.
- Keep the parking lot and dumpster enclosure clear of any debris and litter. This may consist of occasionally pressure washing the grounds to keep them clean of any staining liquids or oils.
- Operation of the store facility shall consist of, but not limited to, sale of bait and table, pre-packaged concession items, non-alcoholic beverage and ice. The sale of tobacco products are prohibited.
 - Please note, it is the responsibility of the operator to obtain any necessary permits for the sales of such items listed above as necessary. (ODNR – requires a Bait Dealer Permit)
- Develop regular business hours, that shall be approved by the City prior to the start of operation and clearly posted on the facility.
- Operate during scheduled fishing tournaments and work with the City of Sandusky Recreation Superintendent to satisfy the requirements of hosting the tournaments.

D. Public Access

The public shall have full and complete access to all portions of the premises with the exception of inside the office space, which the operator may house staff and equipment used for operation.

However, it should be clear that there shall not be any boat storage in the parking lot area. Any oversized vehicles or boat trailers shall use the Shelby Street Overflow Parking Lot next to the Shelby Street Boat Launch Facility.

E. Liability and Insurance

Successful respondent shall be required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the

amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.

- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of operator's agents or employees.
- The building at the Shelby Street Boat Launch facility shall be insured against loss or damage done by fires, casualty and all available extended coverage or other hazards and similar insurance in a sum not less than the full current insurable replacement cost of the facility.

F. Background Check

Successful respondent may be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history. This requirement shall be at the sole discretion of the City. At a minimum, the Respondent shall submit a list of five (5) references that can be checked.

G. Billing

The operator shall pay for all agreed upon fees for the leased premises and utilities fees in advance of the operation year.

EXHIBIT "1"

SECTION V. MAP OF AREA



EXHIBIT "1"

SECTION VI. PROPOSAL SUBMITTAL AND FORMAT

The Proposals shall be submitted in hard copy. Electronic copies via e-mail or on disk, and in Adobe Acrobat (*.PDF) format) may also accompany, but may not substitute for, the hard copy.

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

The contents of the Proposals shall not be altered or embellished by any Proposer/Contractor as the same bears on the submission of a full, complete, and responsive Proposal. The City may amend and correct the RFP before Proposals are due.

All Proposals are to be full and complete and reflect the specifications set forth in this RFP, as amended and corrected by the City, and shall include all required plans, programs and policies.

The City reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal that is deemed most favorable to the City. The City reserves the right to extend the due date of the RFP should it become in the best interest of the City to do so.

The City reserves the right to reject any Proposal that exceeds the City's ability to fund the project. ***Unit costs are expected to be as low as possible and practical, and to reasonably reflect operating conditions in this part of Ohio.***

Sealed proposals may be withdrawn prior to the opening of the proposals in person by a Proposer/Contractor or his/her authorized representative, by signing a receipt for the proposal.

After the opening of proposals, a Proposer/Contractor may withdraw his/her proposal from consideration in accordance with Ohio Revised Code Section 9.31 if the price bid was substantially lower than other proposals, providing the proposal was submitted in good faith, and was due to a clerical mistake as opposed to a judgment mistake. Notice of a claim of right to withdraw proposal shall be made in writing and filed with the Department of Public Works within two (2) business days after the date of the opening of the proposals.

Sealed Proposals shall be opened publicly at 1:30pm on Friday, October 8, 2021, in the Commission Chambers located at City Hall, 240 Columbus Ave, Sandusky, OH 44870.

The contract shall be awarded on the basis of lowest and best proposal as defined by Ohio Revised Code Section 721.15(B) that conforms to the specifications of this Request for Proposals.

The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract. Any requests by Proposer/Contractor for nondisclosure of confidential or proprietary information or trade secrets or assertions by Proposer/Contractor that information in its proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by the City to determine the validity of the request or assertion. Proposer/Contractor requests or assertions shall be in writing. If the parties do not agree, the Proposer/Contractor shall be informed in writing by the City regarding what portions of the proposal shall be disclosed. Proposer/Contractor may withdraw its proposal at any time prior to award of a contract.

Questions, Changes, and Clarifications

To facilitate the clarification of requirements, Proposer/Contractors are requested to submit questions in writing no later than Monday, October 4, 2021 at 8:00 a.m. (EST), to: Jason Werling at jwerling@ci.sandusky.oh.us.

If it becomes evident that the Request for Proposals must be amended, the City of Sandusky will issue a formal written amendment to all known prospective Proposer/Contractors.

The Request for Proposals, as amended and corrected, and the Proposals with incident and accompanying Proposals, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer. There shall be no verbal agreements.

Entire agreement: By submitting a Proposal, the Proposer/Contractor acknowledges that it has read the RFP, understands it, and agrees to be bound by its requirements, terms and conditions.

The City will work with the Proposer/Contractor to develop a simple, mutually-agreeable contract compatible with this RFP. The Proposer/Contractor further agrees that the final contract entered into between the parties shall be, as outlined in this RFP, the complete and exclusive statement of the agreement between the parties and that it shall supersede all Proposals, oral or written, and all other communication between the parties in relation to the subject matter of the contract. The contract may be modified only in writing, signed by the Proposer/Contractor and City. The City reserves the right to disqualify any Proposals that take exception to or limit the rights of the City under the requirements, terms, and conditions of this RFP. Furthermore, by providing the City with a Proposal based on this

RFP, the Proposer/Contractor expressly warrants that the Proposer shall fulfill the requirements of this RFP.

The RFP, as amended and corrected, and the Proposal, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer/Contractor. There shall be no verbal agreements.

The intent of the RFP and the contract stemming therefrom is to include all items necessary for the proper execution and completion of the work by the successful Proposer/Contractor. The entire RFP and the contract stemming therefrom are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful Proposer/Contractor shall be required only to the extent consistent with the RFP and the contract stemming therefrom and those obligations and requirements that may be reasonably inferred from them all as being necessary to produce the intended results.

If a simple, mutually agreeable contract cannot be developed, the City will work with the second ranked Proposer/Contractor to develop a contract.

Legal authority: Each Proposer/Contractor represents that it possesses the legal authority to enter into a contract with the City. The Proposer/Contractor shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

EXHIBIT "1"

VII. EVALUATION OF PROPOSALS

A selection committee will review and analyze each response. The Service Proposals will be opened first on October 8, 2021, and analyzed October 8 – 22, 2021.

A description of the evaluation criteria is below, and explains the basis for rating each Proposal. The Proposals shall be evaluated on a technical basis prior to being evaluated on a cost basis. The most technically qualified Proposer/Contractors shall be evaluated on a cost basis, with a decision on successful Proposer/Contractor being made.

The committee shall select no more than three Proposer/Contractors to demonstrate their products if the City deems necessary for demonstrations. Interviews and/or negotiations may be conducted with the top three Proposer/Contractors which meet the minimum requirements, and have the highest evaluation score. If demonstrations are requested, the City shall award a contract to the responsible Proposer/Contractor whose proposal is most advantageous with price and other factors considered. In determining which proposal is most advantageous, the City shall award to the Proposer/Contractor whose proposal offers the greatest business value to the City of Sandusky based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the City of Sandusky.

Evaluation Procedures:

EXHIBIT "1"

(A) The Contract will be awarded to the lowest and best Proposer/Contractor as determined in the discretion of the City or all proposals will be rejected in accordance with the following procedures:

1. In determining which Proposer/Contractor is the lowest, the City shall consider the Base Proposal and any Alternate or Alternates which the City determines to accept. Substitutions shall not be considered.
2. The total of the proposals for the accepted Alternate(s) shall be added to or deducted from the Base Bid, as applicable, for the purpose of determining the lowest Proposer/Contractor.

(B) A Proposer/Contractor for a Contract shall be considered responsive if the Proposer/Contractor’s proposal to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the proposal or otherwise give the Proposer/Contractor a competitive advantage.

1. A Proposer/Contractor may be required to furnish samples and a complete statement of the origin, composition and manufacture of any or all materials to be used for the Work. A Proposer/Contractor may be rejected as nonresponsive for failure to provide requested samples or if samples fail to demonstrate that materials are of sufficient quality or fitness for the Work.

2. If the lowest Proposer/Contractor is not responsive, such Proposer/Contractor shall be notified in writing by certified mail of the finding and the reasons for the finding.

(C) In determining whether a Proposer/Contractor is best, factors to be considered will or may include, without limitation:

1. Preferences required by law, where applicable;
2. The financial condition of the Proposer/Contractor;
3. Compliance by the Proposer/Contractor and related Persons with ethics laws;
4. The facilities of the Proposer/Contractor;
5. The experience of the Proposer/Contractor;
6. The conduct and performance of the Proposer/Contractor on previous contracts, which shall include, without limitation, compliance with prevailing wage laws and equal opportunity requirements;
7. The management skills of the Proposer/Contractor;
8. The ability of the Proposer/Contractor to execute the Contract properly;
9. The evaluation of a proposal below the median of other bids.
10. Any additional information requested at the time of submittal Proposals

Written notice of a contract award shall be provided to all Proposers and shall be made available to the public.

EXHIBIT "1"

(D) The review committee shall obtain from the lowest and best Proposer/Contractor any information the Authorized Representative deems appropriate to the consideration of factors showing that such Proposer/Contractor's proposal is best, including without limitation the following:

1. Overall experience of the Proposer/Contractor, including number of years in business under present and former business names;
2. Brief listing of ongoing and completed public and private service contracts of the Proposer/Contractor in the last three years, including the nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;
3. Complete list of all Subcontractors and Material Suppliers;
4. Current Ohio Workers' Compensation Certificate;

(E) If the lowest responsive Proposer/Contractor is best, the Contract shall be awarded to such Proposer/Contractor unless all bids are rejected.

(F) If the lowest responsive Proposer/Contractor is not best, and all proposals are not rejected, the City shall follow the procedures set forth in subparagraphs (C) above, with each next lowest responsive Proposer/Contractor until the Contract is awarded, all

proposals are rejected or all responsive Proposer/Contractors are determined to be not best.

(G) The review committee may obtain the information described in subparagraph (D) from several Proposer/Contractors simultaneously, but shall review each Proposer/Contractor's information separately and not comparatively.

(H) Each Proposer/Contractor shall provide requested information within such time limits as the review committee shall establish.

Rejection of Proposal:

The City reserves the right to reject any and all proposals where the Proposer/Contractor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

The City reserves the right to reject in whole or in part, any and all proposals where the City, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

EXHIBIT "1"

The RFP may be canceled and/or reissued by the City, in whole or in part, when:

1. The supplies and/or services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; or
2. Pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of the City; or
3. It is determined that award of a contract would not be in the best interests of the City.

Written notice of a contract award shall be provided to all Proposers/Contractors and shall be made available to the public.

EVALUATION CRITERIA
Operation of the Shelby Street Boat Launch Facility

Evaluation Factors	Max. Points	Score
Exhibits Past Experience with Operation of Similar Facilities	40	_____
Availability and ability to keep facility operating and staffed throughout season	30	_____
Proposal & Qualifications (Proposal is organized and responsive to all areas contained in the RFP, Qualifications per section VIII)	30	_____

TOTAL	100	_____
<hr/> Total Possible Points	<hr/> 100	<hr/>

EXHIBIT "1"

SECTION VIII. QUALIFICATIONS OF PROPOSER

Proposer/Contractor may be private for-profit corporations, private non-profit corporations, or public bodies. A Proposer/Contractor may be one entity or a group of entities operating as a joint venture or in other appropriate legal form.

Proposer/Contractors shall also discuss their understanding of and ability to:

- a) Establish and maintain an excellent working relationship with the City;
- b) Meet the needs of the City of Sandusky;
- c) Operate efficiently and knowledgeably in the City of Sandusky, Ohio, and service areas, as the service required by the contract necessitates.

The Proposer/Contractors shall demonstrate that their business or organization is financially stable and well managed, and fiscally and technically capable of providing service to the City of Sandusky.

Proposer/Contractors shall state if the organization has ever defaulted on a contract and if there are any legal actions currently against them or anticipated to be against them.

Proposer/Contractors shall state the recent history (within the last three years) of service provided to other similar agencies or large businesses.

Proposer/Contractors shall describe the qualifications of their organization, including proposed project staffing, experience with similar projects, reference contacts, and all brief listing of their top (5) clients over the past three years.

Each Proposer/Contractor shall provide a resume/work history of key personnel who it is anticipated shall be assigned to the City of Sandusky Portable Restroom and Service.

Each Proposer/Contractor shall submit a list of references (roughly three or more).

Sandusky Bait Co.
Shelby St Boat Ramp
101 Shelby St
Sandusky OH
419-366-3927
Sanduskybait@gmail.com

Sandusky Boat Ramp Facility Lease Proposal

We have been running Sandusky Bait at Sandusky Public Boat Ramp since August 2019. We have become a go to place for local fishermen and women. They not only come for bait, but input on the local fishing bite as well as things to do, visit and where to stay in Sandusky.

We implemented a Kid's Fishing Derby. We hosted the 3rd Annual Fall into Fishing Kids Derby on September 12, 2021. Local Business and community support was great with donations of food and door prizes. Our local ODNR officers gave a demonstration of life jacket use and safety tips. The kids have a blast and it is a free event for the kids. We want people to start and continue their love for the lake, fishing and the Sandusky area. We have been involved with community interests. We have donated money and goods to multiple fundraising efforts in the area.

EXHIBIT "1"

We propose to lease the facilities for three (3) full calendar years from January to December, with option for renewal. This would enable us to plan farther into the future. We propose to continue to pay a lease amount of One Hundred Dollars (\$100) per month during the operation season of April 1 through September 30. Fifty Dollars (\$50) per month during the off season of October 1 through March 31.

Business Hours: We propose summer season hours 6 a.m to 6 p.m seven (7) days per week, Memorial Day through Labor Day. Early spring and after Labor day adjust hours to 7:00 a.m to 5:00 pm as daylight hours are shorter. Noting that if there is a fishing tournament we would adjust the hours to accommodate the anglers for that event. There are weather events that support closing the shop during inclement weather. We would post the closing on Social Media along with signs on the door.

Proposer will provide and maintain public liability insurance, fire and casualty insurance for the premises and will comply with coverages at the requested limits and coverage requirements.

Proposer agrees to maintain adequate staffing during store operating hours and will be present during fishing tournaments. There will be adequate staffing for janitorial needs of the public restroom and public areas of the shop and grounds.

We have not charged a fee for the ramp since opening and would keep it as a free. Free launch welcomes more boaters to the area which is a plus for the Bait Shop as well as the City of Sandusky.

Sandusky Bait Company is licensed by the State of Ohio to sell hunting and fishing licenses which is a convenience to our customers both local and out of State visitors. We offer many needed items for boaters ranging from boat safety items. Included in our offerings are boat plugs, flares, whistles, distress flags and oil, to last minute needs such as snacks, drinks, sunglasses and pain relievers as well as live bait.

If successful in the bid for lease We agree to execute authorization for background check with references.

We look forward to a mutually beneficial relationship between Sandusky Bait Company and the City of Sandusky.

EXHIBIT "1"



DIVISION OF WILDLIFE

Division of Wildlife Management
1400 Appleton Road
Columbus, Ohio 43260
614-265-6100

Chief: Kendra S. Wecker

Bait Dealer

License Number: BD210369

Effective Date: 06/11/2021

Expiration Date: 12/31/2021

Permit Holder:

STEPHEN HAMMER JR
16111 E WATER ST
FLAT ROCK, OH 44828

SANDUSKY BAIT CO
101 SHELBY ST
SANDUSKY, OH 4487C
COUNTY: ERIE

The holder of this permit may conduct the activities provided for in 1533.40 of the Ohio Revised Code & 1501:31-13-04 of the Ohio Administrative Code. Any individual or bait dealer may take minnows, crayfish, hellgrammites, and other larval aquatic insects, suckers not exceeding ten inches in length, skipjack herring, smelt, brook silversides, brook sticklebacks, gizzard shad, trout perch, sculpins, darters, top minnows and mud minnows from any waters in the state of Ohio at any time and in any number except as prohibited by the chief.

It shall be unlawful for a bait dealer to possess minnows, bait fish, crayfish and hellgrammites at any place, except at the address listed on his application for a bait dealer's permit, without having each receptacle containing minnows, crayfish, and hellgrammites marked with his name, address and license number in letters and numerals at least one-half inch high in the English language. It is unlawful for any person to sell as bait fish, or use as bait any fish or minnow not already established in waters of the state of Ohio. Provided further, it is unlawful for any person to release any fish or aquatic insect into waters of the state, from which it did not originate, without first obtaining permission from the chief of the division of wildlife.

Each permit holder shall keep accurate daily records of all transactions with other bait dealers from within or without the state for a period of two years. Such records shall be for all sales or purchases of minnows, crayfish, hellgrammites and other larval aquatic insects and shall include:

1. The type of bait bought or sold,
2. The amount of bait in gallons, numbers or pounds,
3. The date of sale or purchase, and
4. The name and address of the buyer and seller.

These sale and purchase records shall be open for inspection by any wildlife officer at all reasonable hours. Such officers may enter into and inspect any premises, including any box, package or receptacle where minnows, bait fish, crayfish, and hellgrammites are bought, sold or held.

Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?
Yes ___ No If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes ___ No If yes, give details on separate sheet.

Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

<u>Municipality</u>	<u>Current or Recent</u>	<u>Contact Person/Phone No.</u>
W.L. Baumbler 1270 Colorado Ave Lorain, Ohio 44052	Current	Bill 800-301-2501 x 358
F. J. Neil 1064-N.109 Lindenhurst, Ny 11757	Current	Jeff Moritello 631-957-1073
N.A.S. Inc 8682 Bayshore Rd Marblehead, Ohio 43440	Current	Chris Overmayer 419-636-4921
St Clair Bait 9055 W. State Pt #2 Oak Harbor, Ohio 43449	Current	Phil 419-307-0402

EXHIBIT "1"

EXHIBIT "D"

Concession Categories

1. Live Bait
2. Prepackaged food items
3. Tackle
4. Convenience items
 - a. Boat Drain Plugs
 - b. Oil and engine fluids
 - c. Aspirin, headache aids
 - d. Dramamine, etc.
5. Beverages
 - a. Coffee and tea
 - b. Energy Drinks
 - c. Soda
 - d. Water
6. Fishing Services
 - a. Fish Cleaning: any fish cleaning incidental services will require off-site disposal of remains.
 - b. Incidental small engine repair

EXHIBIT "E"

Scheduled Fishing Tournaments
(to be attached once finalized)

EXHIBIT "1"