



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

REQUEST FOR PROPOSALS  
WAREHOUSE STORAGE FACILITIES OPERATOR  
CITY OF STORM LAKE, IOWA

The City of Storm Lake is soliciting proposals in order to identify individuals and/or businesses interested and qualified to operate and manage the Warehouse Storage Facilities located at 2000 Gold Wing Drive, Storm Lake, IA 50588, for seasonal boat storage.

It is anticipated that the boat storage services will operate October through May. The successful proposer must provide a certificate of insurance and the City of Storm Lake must be named as an additional insured.

Proposal submissions in response to this Request for Proposal must be received on or before October 1, 2021 at 12:00 PM, Central Time. Proposals may be submitted electronically in PDF format to City Clerk [cityclerk@stormlake.org](mailto:cityclerk@stormlake.org) or submitted to City of Storm Lake, 620 Erie Street, PO Box 1086, Storm Lake, IA 50588, either in person or by ordinary mail. It is desired to have a contract with the successful applicant signed before October 8, 2021.

**REQUEST FOR PROPOSALS  
WAREHOUSE FACILITIES OPERATOR  
CITY OF STORM LAKE, IOWA**

Submission Deadline: October 1, 2021

**Background:** The City of Storm Lake, Iowa (the "City") seeks to engage a contractor to manage and operate the Warehouse Facilities (the "Warehouse") for Boat Storage Services, located at 2000 Gold Wing Drive, Storm Lake, IA.

**City's Expectations of Contractor:** The City expects the Operator to provide boat storage services in compliance with federal, Iowa, and local laws, regulations, rules, and ordinances.

The boat storage services to be provided by the Operator include the following:

1. Seasonal Boat Storage

**Warehouse Facilities:** The operator will have full access to, and use of, the following existing storage facilities:

1. The Warehouse Facilities

**Financial Arrangements:** The Operator will be providing the boat storage services as an independent contractor and operating the Warehouse Facilities as the Operator's own business. Revenues generated in the operation of the boat storage services shall be the Operator's, subject to the Operator's payment to the City of certain periodic fees. An applicant shall pay a fee to the City for the use of the facilities in its operation.

The Operator will be required to submit financial reports to the City when requested. The reports shall include all revenue and expenditures related to the boat storage operations.

Operator must provide appropriate liability insurance coverage, including a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Any subcontractors must provide appropriate insurance with the same limits. All policies must include the City of Storm Lake as an additional insured.

**Term of agreement:** The City proposes a contract term of from XXXX, 2021 to XXXX, 2022, subject to early termination for default or for the Operator's failure to satisfy performance standards.

**Applicant's Response:** In addition to the Applicant's contact information, which will include an e-mail address, postal address, and telephone number, an applicant shall include in the applicant's response a plan detailing how the boat storage services will be provided. An applicant's response should include any information which the applicant desires the City to consider in determining the extent to which the applicant satisfies the Operator Selection Criteria specified below.

**Operator Selection Criteria:** The City will select the contractor/applicant that, in the City's judgment, is the strongest candidate applying the following criteria:

1. Experience in providing the desired or similar services;
2. Knowledge of the business and good business practices;
3. A reputation and record of honesty, integrity, compliance with the law, and excellent customer service;

4. Financial condition, responsibility, reliability and insurability (the successful applicant will be required to have and maintain a liability insurance policy of \$2,000,000.00);

**Applicant Questions:** Applicants having questions regarding the application process, the Warehouse Facilities, or otherwise, shall direct the questions, before September 29, 2021, to the City Manager, Keri Navratil, whose telephone number is (712) 732-8000 and whose e-mail address is [navratil@stormlake.org](mailto:navratil@stormlake.org). She will respond directly to each applicant regarding the applicant's questions.

**Timetable, Place and Method of Response Submission:** Submissions in response to this Request for Proposals must be received on or before October 1, 2021, by 12:00 PM, Central Time. Responses must be submitted electronically in PDF format to the City Clerk of the City of Storm Lake, Iowa at [cityclerk@stormlake.org](mailto:cityclerk@stormlake.org). The City desires to have a contract or contracts with the successful applicant signed on or before October 8, 2021.

**Applicant Selection and Contract:** The terms of the final contract between the City and the Operator shall be negotiated following the selection of the applicant by the City and shall be embodied in a written contract, which, if approved by the City and successful applicant, shall be signed by the parties. The State of Iowa will also have approval authority on the contract. The City reserves the right to not award a contract to any applicant, if no applicant is deemed suitable by the City, and reserves the right to reject any proposed Operator contract if the City finds its terms unacceptable. The City reserves the right to not award a contract and to not enter into a contract with the successful applicant unless and until the State of Iowa and the City have entered into the long-term management agreement referred to in the Background section of this Request for Qualifications. Any award of a contract and any contract that may be entered into by the City and the successful applicant or applicant shall be subject to and conditioned upon the State of Iowa and the City entering into such long-term management agreement.

**AGREEMENT FOR STORAGE SERVICES  
WAREHOUSE STORAGE FACILITIES**

This agreement for operation services is made this \_\_\_\_ day of \_\_\_\_, 2021, between the City of Storm Lake, Iowa (the "City") and \_\_\_\_\_ (the "Operator").

Recitals

The City is willing to permit a qualified manager to operate the Boat Storage Services at the Warehouse Storage Buildings.

The City selected Operator, as an independent private contractor, will operate the boat storage services at the Warehouse Facilities as a commercial operation during the term of, and under the provisions of, this Agreement, under the general management of the City.

The Operator will be responsible for providing the boat storage services and will manage the day-to-day operations of the boat storage services at the Warehouse Facilities.

In consideration of the mutual covenants, promises, and agreements herein contained, the City and Operator agree as follows:

**ARTICLE 1  
DUTIES OF OPERATOR**

1.1 Duties and Responsibilities. The Operator agrees to maintain and manage the Warehouse Facilities for boat storage services.

Subject to the provisions of this Agreement, Operator shall have decision-making authority in the day-to-day operation, direction, management, and supervision of the Warehouse Facilities.

1.2. Services. The Operator shall provide services and customer service to the general public. The services to be provided by the Operator, at Operator's expense, shall include the following:

1. Boat Storage Services

1.3. Hours of Operation. Operator shall dictate the hours of operation for the Warehouse Facilities.

**ARTICLE 2  
TERM OF AGREEMENT**

- 2.1 Term. Except as otherwise provided herein, this Agreement will commence **XXXX, 2021**, and terminate **XXXX, 2022**. The Operator will pay 25% of all rental income for the term of agreement payable at the midpoint of the term of the agreement.

**ARTICLE 3  
OPERATOR COMPENSATION**

- 3.1 Revenues generated in the operation of the Warehouse Facilities shall be the Operator's, subject to the Operator's payment to the City of certain periodic concessionaire fees. The Operator will pay 25% of all rental income for the term of agreement payable at the midpoint of the term of the agreement.

**ARTICLE 4  
INSURANCE AND INDEMNIFICATION**

- 4.1 General. Operator shall, at its own expense, purchase and maintain insurance to protect Operator and the City throughout the duration of this Agreement. All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City. All proofs of compliance with the insurance requirements under this Agreement are required as a condition of the Storm Lake City Council's approval of this Agreement. The City will be named as an additional insured.

**ARTICLE 5  
TERMINATION**

- 5.1 Termination.
1. The City may at any time terminate this Agreement upon giving Operator thirty (30) days' notice in writing.

**ARTICLE 6  
GENERAL PROVISIONS**

- 6.1 Rules, Regulations, and Policies. Operator shall observe and obey all rules, regulations, and policies that the City may adopt, from time to time, with respect to the use of the Warehouse Facilities.
- 6.2 Compliance with Law. Operator shall comply, at all times, at its own cost and expense, with all applicable ordinances and laws of city, county and state government and of the United States Government, and of any political division, subdivision, agency, authority or commission that has jurisdiction to pass laws or ordinances with respect to the Warehouse Facilities or to the uses permitted in this Agreement. Operator shall not allow any illegal activity to be conducted or operated on Warehouse Facilities area.

6.3 Licenses and Permits. Operator shall obtain and/or maintain all applicable licenses and permits required by federal, state, or local law.

**CITY OF STORM LAKE, IOWA**

By: \_\_\_\_\_ **Date:** \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**OPERATOR**

By: \_\_\_\_\_ **Date:** \_\_\_\_\_

By: \_\_\_\_\_ **Date:** \_\_\_\_\_