

**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
CONCESSION STAND OPERATIONS  
FOR  
SOFTBALL/BASEBALL FIELDS  
VETERANS ATHLETIC FIELD COMPLEX  
  
CITY OF GRAND ISLAND, NEBRASKA  
PARKS & RECREATION DEPARTMENT**

Sealed proposals will be **received at the City Clerks Office**, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, **until 4:00 pm (Local Time), February 12, 2013 seeking Proposals for Concession Stand Operations for the four softball/baseball fields at the Veterans Athletic Field Complex.** Proposals received after the specified time will be returned unopened to sender.

The award winning offeror will be required to comply with the City's Insurance requirements.

The Purchaser reserves the right to reject any or all proposals, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw its proposal for a period of sixty days after date of bid opening.

RaNae Edwards, City Clerk

NAME, LOCATION & DESCRIPTION

Provide Concession Stand Operations for the four softball/baseball fields located at the Veterans Athletic Field Complex located at 2820 N Broadwell Ave, Grand Island, Nebraska.

Exclusive concession rights to four (4) softball/baseball fields. Must provide services for all tournaments and league play. First right of refusal for games, tournaments or league play.

Contract for up to three (3) years.

% paid to City due the end of each year.

SCOPE OF WORK

Concession Stand Operations for the four softball/baseball fields.

Provide for sales of beverages (non-alcoholic), candies and various food items for consumption by complex users.

Monitor restroom and maintain paper supplies etc. during operating hours. Lock gates before leaving. Clear out all people etc.

Serve as contact for facility concerns voiced by patrons and forward to Park Dept. staff.

EVALUATION

Proposals will be evaluated and scored on the basis of the selection criteria listed below.

- \* Experience in running similar concession operations 33 1/3 points
- \* Percentage of gross revenues returned to the City 33 1/3 points
- \* Pricing structure and menu 33 1/3 points

GRATUITIES AND KICKBACKS

*Gratuities.* It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

*Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### CANCELLATION CLAUSE

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

The City reserves the right to cancel the contract for the City's convenience. In that event, the contractor will be paid for goods and services actually performed and provided at the time of cancellation.

### PROPOSAL PROTOCOL

Todd McCoy, Parks & Recreation Director, will be the City's contact. For additional information on this proposal please call (308) 385-5444, ext. 290. Interested firms shall send 3 copies of their proposal to the City Clerks Office, City Hall, 100 East First Street, Grand Island, Nebraska, 68801 or P.O. Box 1968, Grand Island, Nebraska, 68802. **Proposals must be submitted to the City Clerks office by 4:00 p.m. on February 12, 2013.** Proposals must remain firm for sixty (60) days from proposal due date. The City reserves the right to reject any and all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**