



City of Minden
PARKS & RECREATION DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
2020 FOOD & BEVERAGE CONCESSION SERVICE
for Minden Recreation Center Ball Park

Proposals must be delivered to:
City Clerk/Treasurer
City Minden, LA
520 Broadway
Minden, LA 71055

Proposal Due: March 27, 2020 @ 9:30 AM



To Whom It May Concern:

You are invited to submit your Request for Proposal (RFP) for the operation and managing of the Recreation Center Ball Park Concessions for the City of Minden.

Request for Proposal will be received by the City Clerk/Treasurer at 520 Broadway, Minden until March 20, 2020 at 9:30 am.

Request for Proposals will be publicly opened and read by the City Clerk/Treasurer at 9:30 am, March 27, 2020, at City Hall Cypress Room, 520 Broadway, Minden, LA, 71055. You are welcome to attend.

The City of Minden reserves the right to accept or reject any or all received Request for Proposal.

Should you have any questions regarding this RFP, please call the City Clerk's office, 318-377-2144.

Sincerely

Michael Fluhr
City Clerk/Treasurer



Advertised in the Minden Press-Herald

Invitation to Request for Proposals

The City of Minden ("City") is requesting proposals for the furnishing of all staffing, equipment and supplies necessary to provide food and drink (Alcoholic beverages prohibited in all city parks) in concession units at the Minden Recreation Center Park at Recreation Center Drive, Minden, La with electrical power and water available.

The purpose of offering a concession program within the ballpark is to provide convenience and enhance the enjoyment of park patrons. Submittals received by the due date will be publicly opened on March 27, 2020, at 9:30 am in the Cypress Room located at City Hall, 520 Broadway, Minden, LA, 71055. The results will be publicly read aloud.

The City reserves the right to waive informalities in the bids and reject any or all bids for any reason whatsoever at the sole discretion of the City. The successful bidder will be notified in writing.

Please contact the City Clerk/Treasurer, Minden City Hall, 520 Broadway, P. O. Box 580, Minden, LA 71058-0580 Phone: (318) 377-2144; E-mail: mfluhr@mindenusa.com with any questions or to receive a proposal specification package. RFP packages are also available at www.mindenusa.com or www.bidexpress.com.

Michael Fluhr, City Clerk/Treasurer

To be advertised:
March 10, 2020
March 17, 2020
March 24, 2020

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1. Purpose of Request

The purpose of offering a concession program within the ball park is to provide convenience and enhance the enjoyment of park patrons. While the City of Minden is committing to providing a high level of customer service, the City is seeking also to generate maximum revenue through the concession activities. The City is requesting proposals for the furnishing of all staffing, equipment and supplies necessary to provide food and drink (Alcoholic beverages prohibited in all city parks) in either a mobile "self-contained" concession units or at the present stationary concession units with electrical power and water available.

2. Overview

All proposals meeting the minimum qualifications requirements of this RFP will be reviewed and evaluated based on pre-determined evaluation criteria. The categories for evaluation are listed within Section IV.D of this RFP document. The selected proposer will have the exclusive rights to sell approved food and beverage concessions within the ball park grounds during City of Minden scheduled events. The selected proposer will be required to operate the facility according to the terms and conditions outlined in the City of Minden's RFP Terms and Conditions within Section II of this RFP document.

3. Instructions for Proposer

A) Questions, Requests for Clarification, and Suggested Changes

The contact designated and identified below, is the sole point of contact for the buyer regarding the RFP from the date of issuance until the selection of the successful Proposer. Proposers are invited to submit written questions and requests for clarifications regarding the RFP. The questions, requests for clarifications, or suggestions must be in writing and received by

City Clerk/Treasurer
P.O. Box 580, Minden, La 71055
Phone: (318) 377-2144
E-mail: mfluhr@mindenusa.com

on or before 04:00 p.m. March 11, 2020 . The use of e-mail is encouraged. All inquiries should be marked **"URGENT INQUIRY" "RFP - 2020 FOOD & BEVERAGE CONCESSION SERVICES for Recreation Center Ball Park.**

If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the respondent should immediately notify the City Clerk/Treasurer in writing of such error and request modification or clarification of the RFP document.

The City of Minden assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Proposers must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful proposer of his or her obligation to furnish all services required to carry out the provisions of this contract. The contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

B) Anticipated Schedule

The following is the current schedule as defined by the City of Minden:

Action	Anticipated Date
Release and Issuance of the RFP	March 10, 2020
RFP Inquiries Deadline	March 16, 2020
Proposal Submission Deadline -09:30 A.M. CST	March 27, 2020
Proposal Evaluation completed	March 31, 2020
Anticipated City Council Award	April 06, 2020
Award Contract	April 07, 2020
Lease Begin	May 01, 2020
Lease End (if not renewed in 2021)	December 31, 2021

C) Submission of Proposals

Proposers must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Proposer shall not be considered part of the Proposer's response.

Proposers must submit the original and two (2) printed copies of their Proposal and supporting materials by:

March 27, 2020 -09:30 A.M. CST

Send to:

Michael Fluhr, City Clerk/Treasurer
P.O. Box 580, Minden, La 71055
Phone: (318) 377 -2144
Email: mfluhr@mindenla.com

Clearly mark remitting Proposal: **"2020 FOOD & BEVERAGE CONCESSION SERVICE for Minden Recreation Center Ball Park"**.

4. General Specifications

All applicants are encouraged to visit the park prior to submitting a proposal. Any modifications or improvements to the concession area will require advance written approval from the Director of Parks & Recreation and shall be at the sole expense of the Concessionaire. The Concessionaire understands and agrees that the City will grant approval for concession operation by lease only.

A) Term And Fees Due From Concessionaire

The lease is made for the term of twenty (20) month, commencing on the 1st day of May 2020, and ending on the 31st day of December, 21. The lease contract will automatically renew for another one (1) year term ending on the 31st day of December 2022, if the agreement is not terminated by either side. . The City will charge (by invoice) the Concessionaire in consideration for concession rights and privileges, a monthly fee of \$ 350.00 per month for the month of January, February, March, April August, September, October, November, December and \$ 700.00 for the month of May, June and July. The monthly billing is due on the 10th day of each month beginning in May 2020 and ending on December 10th, 2021 unless automatically renewed, which shall make the final payment December 10th, 2022. Payment shall be made to the office of the LESSOR at 520 Broadway, Minden, Louisiana, and is made payable to the CITY OF MINDEN. A late fee of \$ 25 will be assessed for payments not received by the 15th of the month. Multiple late payments may result in suspension or revocation of contract.

B) Pricing

The selected proposer is expected to serve quality food and drinks at a competitive price to meet the needs of park patrons. All menu items and pricing shall be determined by the contractor (pricing and price changes must be submitted to the City of Minden's Recreation Director prior to any product sales). The Concessionaire may submit to the Parks and Recreation Department a request for price changes, along with documentation to substantiate need.

C) Insurance Requirements

1. The Concessionaire will be required to furnish proof of General Liability Insurance in the amount of \$1 million dollars per occurrence and \$1 million in aggregate for bodily injury, property damage and product liability.
2. Indemnification and Hold Harmless: The successful Concessionaire agrees that the City shall not be liable for any damage or injury of whatever nature to any person or property occurring on the premises as a result of any activities of the Concessionaire or its use of the premises during the term hereof. The Concessionaire shall hold the

City harmless from any and all claims which may arise from any such damage or injury above-mentioned and shall, at its own cost and expense, defend any and all actions that may be brought against the City upon such claims and pay any and all judgments that may be recovered against the City on such actions, provided, however, that the City shall be liable, and the Concessionaire shall have no obligation to indemnify the City, to the extent that such damage or injury is caused by the sole negligence of the City or any of its agents or employees.

3. The City shall be named as an additional insured on each insurance policy required above. The Concessionaire shall provide to the City a Certificate of Insurance, evidencing the required insurance, within ten (10) business days of the date of Agreement.
4. Failure to provide insurance information may result in disqualification from further consideration.

D) Basic Proposal Requirements

Proposals should be prepared simply, providing a straight forward and concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

All proposals must include the following information:

1. Legal name of organization, business and/or individual of those submitting the RFP. Include address of principal place of business, phone numbers, email contact and primary person to contact.
2. A background of proposer's ability and experience in providing concessions, business experience; how long has this organization or individual been in business.
3. Concession proposal - in your proposal, please address the following:
 - a. Please identify the scope of services you propose to provide.
 - b. Please list the initial prices of the above services.
4. A minimum of three references indicating recent experience pertaining to concessions. References should include company/organization name, contact person and telephone number.

5. Selection Criteria (RRP Evaluation)

The objective of this RFP is to provide dependable quality service with a reasonable usage fee or percentage paid to the City. The City selection panel will score the proposals, determine the proposal deemed most advantageous to the City. The successful Concessionaire will be selected by the City Council.

Price and Types of Services - 30%

Completeness and competitiveness of pricing for providing services.

Quality of Equipment and Operational Approach - 30%

Quality of inventory offered and the Concessionaire's cleaning, maintenance, repair and employee training capabilities.

Experience/References/Qualifications - 40%

References and documentation of past experience and performance on similar contracts with other public or private entities.

Total Criteria Weight 100%

6. Conditions

Please note the following general requirements that apply to all RFP submittals:

- a. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal, to request clarification of information submitted, to request additional information from any proposer, and to make the final decision as to the best proposal. The City reserves the right to award any contract to the next most qualified contractor if the successful contractor does not execute a contract within seven (7) days after the award of the proposal.
- b. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP.
- c. The City shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.
- d. The Concessionaire will be responsible for all negotiations and/or agreements with all their supply vendors.
- e. The successful Concessionaire shall be required to comply with all Federal, State, County and City laws, regulations and codes with regards to licenses or permits to do business incl. all DHH requirements, and all other matters. The Concessionaire further agrees not to allow any employee or volunteer to work in the concession operation who does not comply with Section 11 of the agreement Failure by the Concessionaire to comply with this requirement is grounds for immediate termination of the Concession Agreement

- f. The Concessionaire will also be responsible for all of the below listed expectations:
- Ensuring all trash and rubbish is picked up in and around the immediate concession area (100 feet) as often as needed.
 - Removal of all concession garbage to the trash tub at the conclusion of each day or as often as needed.
 - Ensuring any equipment owned by the Lessor that is made available to the Lessee for use is maintained in good appearance, clean and working condition. All repairs are at no cost to the City.

7.Safety

The vendor selected will abide by all safety codes and regulations as set forth by State and Local laws. The vendor is responsible for providing all safety equipment necessary for the types of equipment rented.

8.Performance Expectations and Standards

The City will continually evaluate the performance of the vendor. The City will evaluate performance based on service quality and feedback from consumers. The City expects the vendor to meet customer expectations including behavior consistent with providing high quality and effective customer service and treating all customers with courtesy.

9.Termination of Contract

A Concession operator contract may be immediately terminated by the City without prior notification if operations are found to be detrimental to the safety and health of the general public. The Concession operator must give thirty (30) days written notice to the City in order to terminate the concession operator contract to the end of the one year term. The City reserves the right to terminate the Concession operator's contract, with or without just cause, with thirty (30) days written notice to operator.

10.Licensing and Regulations

The Concession operator will be responsible for securing, maintaining, and displaying where applicable, all licenses required by the City, and/or other applicable authorities to operate concessions. Concession operator will be responsible for the total cost of such licenses.

11.Staffing

All facilities and services must be properly staffed with Equal Opportunity Employees to prevent undue customer service delay.

In determining what constitutes undue delay, consideration shall be given to the kinds and types of services rendered and situations or conditions beyond the control of the Concessionaire. For example, an unanticipated influx of customers, facility or equipment breakdowns, or sudden weather changes. The reasonableness of the delay, based on the above, should be the determining factor.

12. Assignability

The Concession operator shall not assign any interest in the contract agreement and shall not transfer any interest in same. The City of Minden shall retain the right to offer an agreement

with any specialty item servicer which the concessionaire does not provide.

13. Relationship

This agreement does not establish an employer-employee relationship between the Concession operator and/or its employees.

14. Operating Times

Lessee shall be responsible for opening all concession stands at all of the fields being used on game nights, including make-up games and tournament games, after due notice, in writing, has been given to the Lessee. The concession stands shall be opened at least 15 minutes prior to the start of each official game, and shall remain open until the games are over, or at a specific time agreed upon by the Lessor and the Lessee

15. Park Provided Services

The monthly fee paid by the Concessionaire will reflect and include the cost of other amenities provided at the park site. The City will maintain access to and service of restrooms. The city will maintain trash and recycling tubs.

16. Sale of Non-Food Items or Novelties

Concession privileges granted shall not include the right to sell souvenirs, toys, pictures and other items usually considered novelties unless mutually agreed upon by the Concessionaire and the City prior to the sale of such items.

17. Right of Entry

Lessor, or its agent or employees may enter the Leased Premises at reasonable times to inspect the same, to make repairs and alterations, or to run pipes or electrical wires as Lessor may deem necessary, and must have access to the following:

1. An arrangement must be made with the Lessor and the Lessee for access to the lights during practice times throughout the year.
2. Access to the press box for scorekeepers and coaches during the playing season at least 30 minutes prior to game time. An arrangement must be made with the Lessor and the Lessee for access to the press boxes during the playing season.
3. The Recreation Director of the Lessor shall be provided with a key for access to the lights and scoreboards.
4. Permit the storage and allow access to the Lessor's playing equipment, balls, field batting helmets first aid kits, restroom supplies, etc.

The City of Minden reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City of Minden and to the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposal process, provided; however, the waiver of any prior defect or informality shall not be considered a waiver

of any future or similar defect or informality. Proposing vendors should not rely upon or anticipate such waivers in submitting their Proposal.