



CITY OF BRYANT  
PARKS & RECREATION DEPT  
6401 Boone Rd  
Bryant, AR 72022  
(501) 943-0999  
[www.cityofbryant.com](http://www.cityofbryant.com)

## **REQUEST FOR PROPOSAL**

### **FOR CONCESSIONS OPERATIONS AT VARIOUS LOCATIONS WITHIN CITY OF BRYANT PARKS FOR 2020**

#### **DEADLINE:**

Specifications are available at The Center of Bryant by contacting Keith Cox, 6401 Boone Rd, Bryant, AR 72022; telephone (501) 943-0429, or by following the Bid Links located on the City of Bryant website [www.cityofbryant.com](http://www.cityofbryant.com).

All bids must be received at the Center of Bryant located at 6401 Boone Rd, Attn: Keith Cox, no later than **1:00 pm, Friday, November 22nd, 2019.**

The City reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

Evaluation of the proposals include compliance with specifications and financial benefit proposed. Price alone may not be the sole consideration in awarding this bid.

**The awarded Concessionaire may NOT sell, transfer, or give this contract to any other party. The Concessionaire who is awarded the concession(s) must be the one who operates the concession(s).**

Proposals must be sealed and clearly marked:

“Bid 2019-01 RFP for Bryant Park’s Concessions ”

## INTRODUCTION

The City of Bryant Parks and Recreation Department (The Department) is requesting proposals from prospective Concessionaires to provide concession stand operations at the Center at Bishop Park and Bishop Park Baseball and Softball complexes.

Operations shall consist of all duties and operation necessary to the preparation and sale of food, beverages, and other approved merchandise at all of the above named Parks complexes, or any combination of them.

Prospective Concessionaires may submit a bid for the concession contract at individual locations or any combination of locations desired.

## FACILITIES

### **1. The Center at Bishop Park**

- a. The Center at Bishop Park is host to basketball league games and numerous weekend basketball tournaments. There is a concessions area present with an attached kitchen, adjacent to the gymnasium.
- b. Basketball league operations shall consist of providing food and beverage services on Saturdays from 9am to 4pm from January 4, 2020 - March 14, 2020.
- c. Tournament operations shall consist of providing food and beverage services at scheduled events.
- d. Equipment present: 1 cooler, 1 refrigerator, 1 hot dog roller, 1 freezer, 1 oven, 1 warmer, and 1 microwave.

### **2. Bishop Park Baseball Fields**

- a. The Baseball Fields at Bishop park host various league games throughout the week and several tournaments on weekends. There is one (1) concessions building present, located nearest to our two (2) Babe Ruth and four (4) T-ball fields, while there is a demand for a portable concessions stand to be located near the three (3) Little League fields. (Concessionaire's are encouraged to present a plan for providing concessions services to the Little League complex, but are not required)
- b. Baseball Spring league operations shall consist of providing food and beverage services on Monday, Tuesday, Thursday, and Friday (with potential make up games scheduled on Wednesdays) during scheduled games from March 2020 to June 2020.
- c. Baseball Fall League operations shall consist of providing food and beverage services on Tuesday Evenings and Saturdays from September 2020 to October 2020 during scheduled games.
- d. Baseball tournament operations shall consist of providing food and beverage services at scheduled events.
- e. Equipment Present: 2 coolers

### 3. Bishop Park Softball Fields

- a. The Softball Fields at Bishop park host various league games throughout the week and several tournaments on weekends. There is one (1) concessions building centrally located to our six (6) softball fields.
- b. Softball Spring League operations shall consist of providing food and beverage services on Tuesday and Thursday evenings from March 2020 to May 2020 during scheduled games.
- c. Softball Fall League operations shall consist of providing food and beverage services on Tuesday and Thursday evenings in September 2020 during scheduled games.
- d. Softball tournament operations shall consist of providing food and beverage services at scheduled events.
- e. Equipment Present: 2 coolers

### CONCESSIONAIRE RESPONSIBILITIES

1. Concessionaire shall pay for all products and supplies associated with concession operation, and shall collect, own, and account for all receipts from the sale of the merchandise.
  - a. Bryant Parks/Pepsi Disclaimer: All concession stands must purchase Pepsi Company beverages from The Department at no less than The Department's cost.
2. Concessionaire shall provide a proposed menu with pricing to The Department.
3. Concessionaire shall furnish, install, and maintain at their expense all furnishings and equipment necessary to provide the services described herein. Concessionaire shall maintain all equipment in a state of repair and condition satisfactory to The Department. Trade fixtures installed by Concessionaire shall remain the property of Concessionaire notwithstanding utility and other connections.
4. Concessionaire shall be responsible for normal maintenance and required inspections of all equipment located within the Concession area, whether it is owned by Concessionaire or The Department.
5. Concessionaire shall at all times keep the concession area, including adjacent areas, neat and clean. Litter, trash and garbage generated by the operation shall be collected, bagged and placed in prescribed containers in a location designated by The Department.
6. Concessionaire shall provide janitorial services in those areas or spaces it occupies or may occupy in performance of the contract. Areas and spaces include food preparation sites and storage rooms. Tables and counters incident to the operation shall be kept clean at all times.
7. Concessionaire shall employ personnel in sufficient numbers to properly operate the concession and satisfactorily serve the public. Personnel shall be dressed and groomed neatly and professionally, and maintain appropriate standards of cleanliness.

8. Concessionaire must provide equal employment opportunity. During the performance of this contract, Concessionaire agrees as follows; Concessionaire shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Concessionaire shall take affirmative action to make sure those applicants that are employed and that employees are treated during employment without regard to the race, creed, color, national origin or sex. Such action shall include but not be limited to the recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training during apprenticeship. In the event of Concessionaire's non-compliance with the provisions of this clause, this contract may be canceled, terminated or suspended in whole or in part and Concessionaire may be declared ineligible for further Department contracts. The rights and remedies of the county provided in this paragraph shall not be exclusive, but are in addition to any remedies provided in this contract or as provided by law.
9. Concessionaire shall comply with State, County, and Municipal ordinances pertaining to merchant's food handling services. Regulations of the Saline County Health Department concerning the handling and preparation of food shall be observed. Concessionaire shall pay all licenses, fees, and taxes that may be imposed by any Federal, State and Municipal authority on the Concession Operation.

#### PAYMENT AND ACCOUNTING

Concessionaire shall keep and maintain in proper order adequate books, records, POS system receipts and accounts accurately reflecting total gross receipts of the concession and all sums owed to The Department, which books, records, and accounts shall be available for inspection by a duly authorized agent of The Department during normal operating hours for the period of this contract and one year thereafter.

Accompanying the various payments to The Department shall be a Sales Report prepared by Concessionaire certifying the total gross receipts for the calendar month. Such statement shall list each day's gross receipts and contain such other details as may be required by The Department. Acceptance by The Department of any statement of payment shall not prevent The Department from thereafter receiving payment adjustments by reason of errors or omissions in any of said statements. The Sales Report and a check payable to Bryant Parks and Recreation in the amount due The Department based upon the percentage stated, shall be provided to The Department within fifteen (15) calendar days following completion of each calendar month.

Gross receipts shall be construed to be all monies received from sales of merchandise, product or service, less any refunds, allowances or adjustments for returned, defective or unsatisfactory merchandise, produce or service, and applicable sales tax.

Recording of all over-the-counter sales shall be made by Concessionaire on recording type POS system acceptable to The Department. Copies of POS system sales report shall be kept for one year and shall be provided to The Department upon demand.

## IDEMNIFICATION

Concessionaire shall indemnify, defend and hold harmless City of Bryant, its elected and appointed officials, employees, agents and volunteers from and against all claims, damages, losses and expense, including but not limited to attorney's fees arising out of or resulting from the performance of Concessionaire's use of premises, provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from and only to the extent is caused in whole or in part by any negligent act or omission of Concessionaire, anyone directly or indirectly employed by Concessionaire or anyone for whose acts Concessionaire may be liable, regardless of whether or not it is caused in part by The Department.

## TERMS AND CONDITIONS

1. The term of this contract shall be for one (1) year from January 1, 2020 to December 31, 2020. In consideration of faithful performance by both parties, The Department may, if mutually agreed upon with Concessionaire, extend the contract for a one-year period under the same terms and conditions. Such an extension must be agreed to in writing by November 1 of the year preceding year of renewal.
2. The Department may terminate this contract if Concessionaire has failed to comply with the provisions of this contract. The Department shall notify Concessionaire in writing of specific violations. Concessionaire shall respond with appropriate corrective actions within ten (10) days to make specified corrections to the satisfaction of The Department. If Concessionaire fails to make specified corrections to the satisfaction of The Department, The Department shall, by written notice, notify Concessionaire that this contract has been terminated.

## BIDDER QUALIFICATION FORM

All questions must be answered and the data given must be clear and comprehensive. If necessary, use additional blank sheets. The bidder may provide any additional information deemed relevant.

1. Company Name \_\_\_\_\_

(Indicate type of company – corporation, partnership, etc.)

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

Phone: \_\_\_\_\_

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

2. If a corporation, where incorporated \_\_\_\_\_

3. Number of years in business \_\_\_\_\_

4. List any past or current food service contracts (use additional sheet if necessary)

Representative	Address	Phone	Contract Dates
----------------	---------	-------	----------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Have you ever failed to complete a contract? Yes / No

If yes, please explain \_\_\_\_\_

\_\_\_\_\_

6. Please sign below and return attached to the Bid Form

_____ Signature	_____ Name and Title	_____ Date
--------------------	-------------------------	---------------

**BID FORM**

Please provide your proposal of services and financial compensation plan for the appropriate location(s). Attach a separate sheet if necessary.

The Center at Bishop Park

---

---

---

---

---

---

Bishop Park Baseball Fields

---

---

---

---

---

---

Bishop Park Softball Fields

---

---

---

---

---

---