



Request for Proposal  
Concession Services  
Bernard Park baseball/softball complex

City of Lansing, Kansas  
Parks and Recreation Department  
108 S. 2<sup>nd</sup> Street  
Lansing, Kansas 66043

# **REQUEST FOR PROPOSAL**

## **SERVICE OVERVIEW**

The City of Lansing, Kansas is accepting proposals for concession services at the Bernard Park baseball and softball complex for our recreation season between May and July.

## **INSTRUCTIONS TO INTERESTED PARTIES**

All interested parties are required to submit one sealed copy of their proposal. Proposal requirements and criteria are described herein. The City will evaluate the proposals received and determine the best overall fit for the needs of the City.

### **Proposal Requirements:**

All proposals shall be submitted to the office of the City Clerk, 800 1<sup>st</sup> Terrace, Lansing, Kansas, 66043. Proposals shall be submitted in sealed envelopes, addressed to the office of the City Clerk, upon which the following is clearly written or printed "Proposal for Bernard Park concession services" and the name and address of the bidder. Any proposals received after the closing time will be returned unopened. Proposals must be received by the City Clerk's office on or before **February 3rd, 2023 at 2:00 p.m.** Facsimile transmission of the proposal will not be accepted. Proposals must be signed and dated. Proposals must be valid for a period of 60 days. The City of Lansing, Kansas retains the right to accept or deny any proposal for any reason, and to award a contract for services the City deems best suited for the use intended.

### **Questions and clarifications**

Interested parties requiring clarification shall direct all communication in writing by email to Jason Crum at parks@lansing.ks.us. All requests for clarification shall be received no later than 3 (three) working days before the due date. Oral responses, interpretations, or modifications given by other means are not binding.

### **Proposal requirements**

The following items are requested as part of this proposal and are to be furnished by the submitter. Parties requesting exceptions are required to provide sufficient justification for the request.

- A letter of interest
- Qualifications of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated, type of retail sales, etc.
- A menu, including proposed prices
- A current inventory list of concession equipment (in good working condition) either owned or leased
- At least three (3) persons or businesses that have firsthand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession. References should include current addresses and phone numbers

- Document any types of payment that would be accepted
- Ability to obtain food service inspections as required
- Proof of insurance
- Any additional information that may submitter thinks may be of use to the city.

### **INDEMNIFICATION AND INSURANCE**

The contract between the City and the contractor shall contain the City's standard insurance provisions as shown below. In addition, the following indemnification clause shall be part of the contract:

To the fullest extent permitted by law, the contractor shall be required to indemnify, defend, and hold harmless the City of Lansing, Kansas, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there-from, but only when caused in whole or in part by negligent acts or omissions of the contractor. The contractor shall not be responsible for indemnifying the City, or its agents and employees for such agent's and employee's sole negligence.

The successful contractor shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect itself, and the City of Lansing, Kansas against all hazards or risks of loss, whether such hazards or risks of loss be generated by the contractor or any of its subcontractors, or by anyone directly or indirectly employed by the contractor or its subcontractors. The contractor shall also provide the City of Lansing, Kansas evidence of such insurance coverage for the contractor, and all renewals thereof, in the form of certificates of insurance accompanied by appropriate additional insured endorsements.

Specific types of insurance to be maintained by the contractor include, but are not limited to, the following:

- Workers' Compensation and Employers' Liability Insurance. The liability limits for workers compensation shall be in accordance with Kansas Law and employers' liability shall be \$1,000,000 for each occurrence. Other states coverage and waiver of subrogation is required.
- Commercial General Liability Insurance. This insurance shall insure the contractor and shall be endorsed to name the City of Lansing, Kansas as an additional insured. The liability limits shall be not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. A \$2,000,000 per occurrence coverage policy with a per site endorsement will not require the \$4,000,000 annual aggregate.

- Professional Liability Insurance. The contractor has, or is able to obtain, professional liability insurance with a minimum limit of \$1,000,000 annual aggregate.
- Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the contractor.

### **PROFESSIONAL RESPONSIBILITY**

The City expects the contractor to perform due diligence in the performance of its services and to carry out its responsibilities in accordance with customarily accepted professional practices. The Concession stand should be open no later than 30 minutes before games begin and shall remain open until games end each night, for the duration of the recreational season.

### **TERMS AND CONDITIONS**

The City reserves the right to waive minor technicalities within this document. If there is additional information required that is not listed in this document that is required to complete the work and to comply with all federal and state laws, please identify and include those items as well.

The respondent shall comply with the documentation required in this proposal packet. Failure to comply with the requirements may result in disqualification of the respondent's submittal.

The City reserves the right to:

1. Reject any and all submittals,
2. Amend or cancel at any time,
3. Revise the schedule as the City sees fit, and
4. Enter into any agreement deemed by the City to be in its best interest.

Interested parties should familiarize themselves with the City of Lansing's Purchasing Policy. This policy, approved by the Lansing City Council on the 7<sup>th</sup> of May, 2015, authorizes the governing body to offer local bid preference to bidders located within the city of Lansing and/or Leavenworth County. The entire policy can be found online at [www.lansingks.org](http://www.lansingks.org)

The contractor, including subcontractors and vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment (K.S.A. 44-1111 et. seq.).

The City of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.