

NOTICE:

The City of St. Marys is seeking an individual, group, or organization to operate the concession stand(s) in the St. Marys Riverside Park for the 2023 season.

Any interested party should inquire at St. Marys City Hall for bid requirements or go to www.smks.info for the informational package. Sealed bids will be accepted until noon on February 17th, 2023 for review at the February 21st City Commission meeting.



CONCESSION STAND(S) REQUEST FOR PROPOSALS (RFP) REQUIREMENTS:

The City of St. Marys is seeking an individual, group, or organization to operate the concession stand(s) in the St. Marys Riverside Park.

The lease will run from mid-May until mid-July. The City requires that the concession stand(s) be operated during all youth baseball and softball games, including any tournaments sponsored by the City of St. Marys. The lease is for a period of one (1) year but may be renewable for two (2) additional years at the option of the City.

Any interested party should inquire at St. Marys City Hall for the RFP packet or obtain it at www.smks.info. Sealed RFPs will be accepted until noon on February 17, 2023 for review at the February 21st City Commission meeting.

TO BE CONSIDERED, THE FOLLOWING REQUIREMENTS APPLY TO ALL SEALED PROPOSALS:

- Proposals must be received on or before noon on February 17, 2023;
- Itemized list of products & beverages to be served;
- Reimbursement of the KDHE license fee(s);
- Amount of stipend paid to the City for the right to operate the concession stand(s);
- Any additional information pertinent to your bid;
- The City reserves the right to reject any or all bids.

The City Commission will select the proposal that provides the best value.

The successful applicant will be required to sign a concession stand agreement similar to the attached sample agreement.

If you have any questions, please feel free to contact City Hall at 437-2311.

SAMPLE CONCESSION STAND AGREEMENT

THIS AGREEMENT is hereby entered into this 1st day of March, 2017 by and between the City of St. Marys ("City") and **XXXXXX** ("Operator").

WHEREAS, the City is the owner of a concession stand located in the St. Marys City Park in St. Marys, Kansas ("the Premises");

WHEREAS, Operator desires to provide for the services related to the operation of a concession stand;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties do agree as follows:

1. Operator shall use the premises solely for the operation of a concession stand, and Operator shall provide, at Operator's expense, all food, beverages and related products necessary for the operation of the concession stand. Operator shall be responsible for all matters involving any taxes related to Operator's use of the Premises.
2. City shall provide equipment for Operator's use as designated in Schedule A, attached to this Agreement. Operator may provide additional equipment for Operator's use of the Premises, but Operator shall be solely responsible for such additional equipment.
3. Operator shall pay City **XXXXXX** (\$xxxx) for the right to operate the concession stand, due on or before June 15, 2017.
4. Operator shall operate the concession stand according to the following approximate schedule, between May 18, 2017 and July 4, 2017 and upon mutual agreement between the Operator and City Manager during special events scheduled after July 4, 2017:
 - a. During all City Parks and Recreation Department regularly scheduled games.
 - b. During all City Parks and Recreation Department tournament games.
 - c. At Operator's option, except when a party other than the City sponsors or conducts a softball or baseball game or tournament.

Operator shall open the concession stand at least fifteen (15) minutes before the first game, and shall continue to operate the concession stand until at least fifteen (15) minutes after the last game.

5. City shall provide Operator with a schedule of regularly scheduled games on or before May 18, 2017. City shall provide Operator with a post-season tournament schedule at least five (5) days prior to the first day of the tournament. Operator understands that the provided schedules are subject to change, at any time for any reason. City shall use reasonable efforts to notify the Operator of any changes in the schedules, but City is not liable for any changes to the schedules.
6. No alcohol is permitted on the Premises.
7. Operator shall have a person eighteen (18) years of age or older on the Premises at all times during operation of the concession stand. Operator shall not permit any person under fourteen (14) years of age to be onsite during operation of the concession stand.
8. Operator is not an employee of the City, and Operator's employees, volunteers, or agents, if any, are not employees of the City. Neither Operator nor Operator's employees, volunteers, or agents are eligible for any benefit of City employment. Operator shall be solely responsible for wages, taxes, workers compensation and all other responsibilities related to Operator's employees, volunteers or agents.
9. City shall provide, at City's expense, utilities to the concession stand, including but not limited to, electricity, water, sewer and trash. Furthermore, City shall provide, at City's expense, for the lawn mowing and other landscaping, as needed at City's sole discretion. City shall **initially** pay for the KDHE license fee(s) required for the operation of the concession stand; **however, Operator shall reimburse the City the amount of the license fee(s) on or before June 15, 2017.**
10. Operator shall take reasonable care in the use of the Premises, equipment and other City property. At the end of each day of operation and more frequently as needed, Operator shall clean the floors and all equipment, including but not limited to counters, sinks, and other equipment. If Operator causes damage to the Premises, equipment or other City property due to any action, omission or negligence, aside from normal wear and tear, City may, at its discretion, require Operator to reimburse City for any and all costs of repair or replacement.
11. City shall be responsible for all maintenance, repairs and improvements to the concession stand, as well as plumbing, heating and air-conditioning, subject to Paragraph 9. Operator shall make no improvements, renovations or repairs to the concession stand without the prior written approval of the City.

12. Operator agrees to comply with all local, state and federal laws with regards to the operation of the concession stand, including, but not limited to food service, employment, workers compensation, and taxes. City is in no manner liable for Operator's failure to comply with any applicable laws, regulations or rules, and Operator shall indemnify City against all claims, demands, causes of action, suits or judgments, including expenses and reasonable attorney fees, related to Operator's failure to comply with applicable laws, rules or regulations.
13. City is in no manner liable for any injuries, damage or death caused by or to Operator, Operator's agents, servants, employees, invitees or guests as a result of Operator's use of the Premises, or as a result of the negligence of Operator, Operator's agents, servants, employees, invitees or guests. Operator shall indemnify the City against all claims, demands, causes of action, suits or judgments, including expenses and reasonable attorney fees incurred in connection with such matters, or death or injuries to person or loss of or damage to property arising out of or in connection with the use of the Premises by Operator or Operator's agents, servants, employees, invitees or guests.
14. If Operator fails to follow or abide by any of the provisions of this Agreement, at City's sole discretion, City may terminate this Agreement with three (3) days notice to Operator. Due to the short term of this Agreement, City shall not provide any notice for cure of any default by Operator. If City terminates this Agreement, Operator is not relieved from paying the \$XXXXXX required by Paragraph 3, and if paid, Operator is not entitled to any refund.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the date and year first above written.

CITY OF ST. MARYS:

OPERATOR

Maurice Cordell, City Manager

XXXXXX

ATTEST:

Andrea Ronsse, City Clerk

CITY OF ST. MARYS CONCESSION STAND AGREEMENT
SCHEDULE A

Microwave Oven
Upright Refrigerator with Freezer
Cooler for sodas/drinks
2 Crock Pots