

The City of York is accepting bids on a Ballpark Complex and Miller Park Concessionaire

The City of York is accepting bids on January 23, 2019 at 2:00pm for a Ballpark Complex and Miller Park Concessionaire. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to the Ballpark Complex and Miller Park; preparation and submission of statements of operations; operation of Ballpark Complex and Miller Park collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverages; maintenance and cleaning of the concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of Cheree Folts. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during all games and tournaments scheduled at the York Ballpark Complex and Miller Park for 2019 and additional hours as determined by the City and the City's Parks and Recreation Director. Please expect anywhere from 500-700 league games (M-F) will be scheduled and 1,000-1,600 tournament (Sat-Sun) games will be scheduled throughout February-November 2019. The complete specifications, contact Cheree Folts, Director of Parks and Recreation, 211 E 7th Street, York Ne. 68467, 402-363-2630, cfolts@cityofyork.net. Bids shall be clearly marked and sent to the same prior to bid opening January 23, 2019.

Complete Specifications

1. Appointment of Contractor. The City hereby appoints Contractor, and Contractor hereby accepts such appointment, to operate the Concession Operations on behalf of the City pursuant to the terms contained herein. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to the York Ballpark Complex and Miller Park; preparation and submission of statements of operations; operation of the Ballpark Complex and Miller Park collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverages; maintenance and cleaning of the concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of Cheree Folts. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during such hours as determined by the City and the City's Director of Parks and Recreation.
2. Independent Contractor. In all matters pertaining to Concession Operations, Contractor is and shall be an independent contractor. Nothing contained in the Agreement or in the practice or course of dealing between the parties shall be construed to create a partnership, joint venture,

agency or employment relationship or to create in Contractor any ownership interest in the Ballpark Complex or Miller Park or the operations thereof, except as otherwise specifically provided herein. No employee of Contractor shall be deemed to be an employee of city. However, the City expressly reserves the right to approve matters pertaining to policy for the concession Operations, including but not limited to, general staffing and qualifications therefore, concession products, and inventory mixture. Contractor acknowledges and agrees that it shall be the obligation of Contractor to report all income, compensation and fees received hereunder and to pay all applicable taxes in respect thereto and Contractor shall indemnify and hold harmless City against any obligation imposed on City to pay withholding, social security, unemployment or other taxes, including interest and penalties in connection with any payments made to Contractor.

3. Contractor's Employee's. Contractor shall be responsible for hiring and staffing of employees at the concession stands and shall be responsible for the withholding and payment of all payroll taxes and the payment of all compensation and fringe benefits of its staff in compliance with all applicable laws.
4. Term and Termination. This Agreement shall be and become effective commencing February 1, 2019, and shall be effective for a term of one (1) years ending on January 31, 2020, with the option to renew for one additional twelve (12) month period at the discretion of both the City and the Contractor. Notwithstanding the foregoing, either the City or Contractor may terminate this Agreement for any reason at any time upon written notice given from one party to the other at least thirty (30) days prior to the effective date of termination; provided, however, that if Contractor desires to terminate this Agreement and the date of termination is to occur during the months of March through October, Contractor shall provide at least ninety (90) days' notice of termination. Notice of termination of the agreement shall not negate the contractor's obligation to pay rental fees to City and Contractor's obligation to operate Concession Operations as provided herein to the date of termination.
5. Record Keeping Requirements. Contractor agrees to maintain or cause to be maintained, on a calendar year basis, complete books and records of all aspects of the Concession Operations. Contractor shall submit to the City monthly financial reports for said operations no later than ten (10) days following the last day of each month's operations. Such monthly reports shall contain all information related to revenues, expenses, inventories and cost of goods sold, taxes and fees for the month reported. Contractor shall submit a year-end report to City reporting such operations for the previous year on or before January 1st of each year. All records and reports shall be kept by Contractor in the manner and on the forms approved by City. City reserves the right to prescribe cash handling, accounting and reporting practices and procedures which shall be strictly followed by Contractor and shall at any time have the right without notice to review and examine all books and records of Contractor relating to the concession Operations. In addition, the City reserves the right to conduct, or cause to be conducted, an audit of contractor's books and records pertaining to the concession Operations, annually or more frequently as it shall determine. In such event, the City shall pay for the expense of such audit, provided however, that if such audit discloses shortages or non-compliance on the part of the Contractor, then Contractor shall pay the cost of the audit.

6. Equipment and Furnishings. Except for Concession inventory, supplies, and equipment purchased by Contractor in connection with Concession Operations, all machinery, equipment, furnishings and replacements thereof, whether purchased or leased by City, shall be the property of the City, and, at the termination of this Agreement, possession thereof shall be peaceably given to the city. All machinery, equipment and furnishings owned or leased by the City and used by the Contractor for Concession Operations shall be maintained, cleaned and repaired in a timely like manner by Contractor and Contractor shall, at all times, keep said machinery, equipment and furnishings in good working condition and repair. All City parts, mechanisms and devices required to keep the City equipment running in good repair shall be provided at the expense of the City. All Contractor parts, mechanisms and devices required to keep the Contractor equipment running in good repair shall be provided at the expense of the Contractor. Contractor shall have no authority to mortgage, encumber or otherwise hypothecate any of such equipment, machinery and furnishings, or to contract on behalf of the City for any improvements or repairs which would give rise to a mechanic's, artisan's or other lien against any of the same.

7. Fees. In consideration of use of the Concession buildings in accordance with the terms of this Agreement, Contractor shall pay operation fees as follows:
 - a. Contractor shall pay to the City a commission in the amount of ten percent (20%) of gross food, beverage and merchandise concessions sold from the Ballpark Complex and Miller Park premises. Commissions shall be paid to City by contractor on a monthly basis no later than the 10th day of the month and shall accompany the contractor's monthly financial report.

8. Insurance. Contractor shall provide and maintain, at its own expense, general liability insurance in the amount of \$1,000,000 combined single limit for products liability insurance, property damage insurance and personal injury insurance. Contractor shall name the City as additional insured as pertains to the performance of this agreement. The insurance policies shall insure the City from any and all demands, claims, and causes of action at law or in equity resulting from the performance of these services. Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services. Contractor shall provide and at all time maintain, at its own expense, Workers' Compensation coverage on all personnel employed by Contractor in connection with the concession Operations with such endorsements as City shall deem appropriate and with an insurer acceptable to the City. Contractor shall provide City with certification of such insurances, subject to the approval of the City Attorney.

9. Notices. Any notices or payments required hereunder shall be made in writing and delivered personally or by the U.S. mail in certified or registered form, with postage fully prepaid, and addressed as follows:

If to the Corporation:

City of York – Parks and Recreation
211 E. 7th Street
York Ne, 68467

or such different address as either party may designate in writing to the other. Notice shall be deemed given or made upon request.