



Gene L. Beach, Mayor
Randy Wetmore, City Administrator

Terry Gray, Director
10 W State Street
Marshalltown, Iowa 50158
(641) 754-5715
Fax—(641) 754-5728

Marshalltown Parks & Recreation

2012 South Sixth Street Softball Complex Concessionaire Bid Packet

Thank you for submitting a bid to lease the concession stand at the South Sixth Street Softball Complex.

Please refer to the attached specifications sheet and bid form. If you wish to visit the concession stand building please arrange a time with Chad Weir at 641-754-5715 or cweir@ci.marshalltown.ia.us

Sealed bids/proposals will be received by the Parks and Recreation Department until 5:00 p.m., January 27, 2012. The proposals will be opened by the Recreation Superintendent or his designate on Monday, January 30, 2012, at 10:00 a.m. in the basement meeting room at 36 N Center Street.

Bids will then be given to the Marshalltown Softball Association board of directors for review. The board will then discuss the bids/proposals at their meeting on Wednesday, February 1, 2012. Action may or may not be taken at this meeting.

Please use the manila envelope you received your bid packet in to return your bid form.

Thank you.

Chad Weir



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South Sixth Street Softball Complex Concession Specifications

The City of Marshalltown, Parks and Recreation Department wishes to secure a concessionaire for the South Sixth Street Softball Complex.

We, the Parks and Recreation Department and the Marshalltown Softball Association, have been working in conjunction since 1977 to provide and maintain a food service to over 1,000 active recreation players in and around the community as well as throughout the state and country.

In securing a concessionaire, we wish to provide a convenient food service for the entire family, since many of our players are accompanied by their families. Secondly, we want to show a profit so the area can be further developed for the players.

The complex hosts many weekend tournaments from May through August each year. The diamonds are used Monday – Friday for department league games, from 6:00 to approximately 10:30 p.m. The weekend tournaments vary in time according to the number of teams and games played. Usually a tournament runs from 8:00 a.m. to 9:00 p.m. on Saturday and 8:00 a.m. to 6:00 on Sunday. The department and the MSA also bid on Regional, State and National tournaments from time to time. The above listed time table is basic and can change.

The concession measures 30' x 40' with the concession area measuring approximately 30' x 20' with a masonry block wall dividing the kitchen area from the front counter. The remaining parts of the building include two restrooms for the players and the mechanical room. The building comes fully equipped. The Parks and Recreation Department/MSA maintain the existing equipment and assume any cost. Any other equipment provided by the Concessionaire shall be repaired by the concessionaire at their cost.

Please submit your bid with a brief history of your experiences in food and beverage services with a minimum of two references as well as a minimum of two personal references. Bids are due by 5:00 p.m. Friday, January 27, 2012.

The City of Marshalltown, Parks and Recreation department are not bound to accept the highest percentage bid. The bid and experience will all be considered in making the final determination on the most responsible bidding concessionaire.



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South 6th Street Softball Complex Equipment List

- 2 – Chest Freezers
- 1 – Upright Freezer
- 2 – Steamers
- 1 – Ice Machine
- 1 – Walk In Cooler
- 2 – Deep Fryers w/overhead exhaust
- 4 – Chili/cheese warmers
- 1 – Popcorn machine
- 1 – Polar Shock slushy machine (Pepsi)
- 1 – Single door upright cooler (Pepsi)
- 1 – Double door upright cooler (Pepsi)
- 2 – Carbonated beverage fountain dispenser (Pepsi)
- 2 – Cash registers
- 2 – Beer dispensers (8 tappers each)
- 3 station sink



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South Sixth Street Softball Complex Concessionaire Bid Form

The Concessionaire in consideration of leasing these premises agrees to pay the sum of _____ % (minimum 20%) of all gross sales before all expenses with the exception of sales tax. Payment will be made weekly in accordance with the lease agreement.

A copy of references and information on experience must be attached to this sheet.

Highest percentage bid will not guarantee a winning bid.

Sealed bids must be submitted no later than 5:00 p.m. Friday, January 27, 2012.

Questions should be directed to Chad Weir, Recreation Superintendent, Marshalltown Parks and Recreation Department.

Send sealed bids to:

Marshalltown Parks and Recreation
Attn: Chad Weir
10 W State Street
Marshalltown, Iowa 50158

Bidders Name (please print) _____

d/b/a (if applicable) _____

Bidders Signature _____

Date _____



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SOUTH 6TH STREET SOFTBALL COMPLEX CONCESSION AND LEASE AGREEMENT

This Agreement made and entered into on this ____ day of _____ 2012, by and between the City of Marshalltown, Iowa, hereinafter referred to as the City, and _____, hereinafter referred to as the Concessionaire.

WITNESSETH: That the City for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Concessionaire does lease to the Concessionaire the following concession business located in the 800 block of South Sixth Street in the County of Marshall, State of Iowa, for the period of April 1, 2012 to March 31, 2015. Either party may however cancel this Agreement for any reason by giving written notice of intent to cancel at least 90 days prior to the anniversary date of the Agreement.

The Concessionaire in consideration of leasing the premises as set forth above covenants and agrees to pay the City for rent for the same in the following amounts and manner:

The Concessionaire shall have exclusive rights to sell food and beverage items. A sum equal to ____% of all gross sales before all expenses, except sales tax. The concessionaire shall provide weekly payment in the form of a check and provide the cash register tapes, any original documents pertaining to sales upon request, as well as sales recap sheet to the Park & Recreation office each Thursday by noon. The remaining ____ % of such gross sales so calculated is the property of the Concessionaire and the Concessionaire shall timely pay all licenses, permits and insurance required to do business, taxes, food expense and all other expenses to do business and all other creditors shall hold the City harmless on all accounts thereof. Any permits, licenses or insurance shall be the responsibility of the Concessionaire to obtain and maintain throughout the season. Suspension or revocation of a license shall constitute cause for termination.

The City and Marshalltown Softball Association, hereinafter referred to as MSA, agrees to furnish and maintain major equipment that will be directly affixed to said premises. Major equipment shall include but not be limited to the following: walk-in cooler, ice making machine, beer dispensing equipment, soft drink dispensers, french fryer and exhaust system. The Concessionaire will notify the Parks & Recreation when existing equipment is not working.

The Concessionaire also covenants and agrees that at the expiration of the terms of this Agreement, it will yield up the possession of said concession business to the City without further demands or notice in as good order or condition as when the same was entered upon by the Concessionaire, ordinary wear expected. Failing thus to deliver up said premises, the Concessionaire agrees to pay the City for the time and labor to repair operation to previous standards as well as daily rental of \$30.00 for each day the Concessionaire holds over.

The Concessionaire shall allow only their employees, the City's employees, and repair and delivery people within the concession work area. The Concessionaire shall not encumber any property owned by the City or disperse any funds rightfully owed to the City.

The Concessionaire shall be open to all players and the general public at times to coincide with regularly scheduled league games, tournament play and rescheduling of games (league or tournament) due to weather or mechanical failure at the South Sixth Street Softball Complex. League and tournament games will include but are not limited to softball, kickball, USSSA, ASA or any other recreation deemed suitable for concessions at the South 6th Street Softball Complex.



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Any purchase or maintenance or repair of machines or equipment owned by MSA must be approved in advance by the Recreation Superintendent, Parks Superintendent or Parks and Recreation Director. The Concessionaire must immediately notify the Parks and Recreation department of any breakdown of equipment owned by the City.

The Concessionaire shall not structurally alter the interior or exterior of the leased building without the express written consent of the Parks & Recreation. Routine building maintenance of the concession area will be the responsibility of the concessionaire. The Parks & Recreation will be responsible for any major repairs to the building.

The Concessionaire shall be responsible for good housekeeping and shall provide a clean wholesome area in and around the immediate area of the concession building eating area. Garbage and refuse generated by the concessionaire business shall be contained in the proper container provided. All advertising shall be in good taste suitable for families.

Routine custodial maintenance of the concessionaire stand area will be the responsibility of the Concessionaire. The concessionaire stand area is defined as the seven gazebos, concession stand extension, concrete areas and the grassy area surrounding the concession stand. The Concessionaire is responsible for cleaning and wiping down the metal picnic tables under the concession extension, cleaning, sweeping and hosing down the concrete floor, emptying garbage barrels and replacing plastic barrel liners. The Parks & Recreation shall maintain the rest rooms and other outlying areas around the diamonds.

The Concessionaire is responsible to perform routine cleaning of the concession kitchen area including but not limited to cleaning equipment necessary to satisfy State Health Department Regulations. The Concessionaire is responsible for costs related to consumable cleaning supplies.

The Concessionaire shall maintain liability insurance in the minimum sum of \$250,000.00/\$500,000.00 with the City as co-insured. Copy of this policy shall be kept on file at the Parks & Recreation office.

In the event of an occurrence or disaster, causing total or substantial destruction of the property, the City may terminate this Agreement until such time as the city elects to proceed with building or repairing the property. If the City terminates the contract, the concessionaire has the option to continue services, at their cost, and pay a commission/lease fee to MSA at a percentage to be determined at that time. If the City reopens in a temporary structure the concessionaire is required to be there and the facility will be equipped as best as possible.

The Concessionaire shall establish the prices for food and beverage items subject to City right to review. It is the desire of the MSA to continue with the current menu. The Concessionaire has the option to try new items with approval of the MSA board. MSA recommends the Concessionaire patronizes local merchants as much as possible and to discuss with them any out-of-town purchases before the Concessionaire places an order. The City prohibits the sale of tobacco products.

The Parks & Recreation reserves the right to enter and inspect or repair the premises at all reasonable hours without notice to the Concessionaire.

All utilities are paid by the Parks & Recreation.

MSA Board meets the first Tuesday of each month at the Parks & Recreation office at 5:00 p.m. The City encourages the concessionaire to submit a monthly recap or give an oral presentation to the board.



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Concessionaire is responsible for operation of television and stereo system. Only appropriate video and audio programming will be allowed as determined by Parks and Recreation.

In the event the Concessionaire defaults in any provision of this Agreement, the City and/or MSA, may, at their option, proceed with any legal or equitable remedy available it. Exercise of this option to pursue remedies shall not be deemed a waiver of this Agreement. The City may terminate this Agreement by written notice for cause identified in the notice.

The Concessionaire is required to put up the American flag and POW flag, according to flag etiquette, before all games and remove the same after games when said flags are not lit.

IN WITNESS THEREOF: We have hereunto set our hands and seals the day and year first above written.

IN WITNESS TO THIS AGREEMENT:

Terry Gray, Director
Marshalltown Parks & Recreation

Gene L. Beach, Mayor
City of Marshalltown, Iowa

Concessionaire

Shari Coughenour
City Clerk