



City of Grand Island

Tuesday, February 26, 2013

Council Session

Item G6

**#2013-48 - Approving Contract for Concession Stand Operations
at the Veterans Athletic Field Complex**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 26, 2013

Subject: Concession Stand Contract Award Veterans Athletic Field Complex

Item #'s: G-6

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On January 26, 2013 a request for proposals to operate the concession stand at the Veterans Athletic Field Complex was advertised. One proposal was received. The lone proposal came from Rathjen & Son Enterprises, Inc. dba The Snow.

Discussion

The Snow proposal meets all requirements as stated in the RFP and offers to pay the City 10% of the gross sales for the right to provide the concession services. They've offered to make improvements to the facility which includes a new ordering window, new flooring, and wall panels.

The Snow successfully managed the Veterans Complex Concessions in 2012. The adult softball association and other tournament directors have given positive references for The Snow continuing to manage the concession operation. The proposed agreement would expire after three years.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the concession rights to Rathjen and Son Enterprises, Inc. dba The Snow.

Sample Motion

Move to approve contract with Rathjen and Son Enterprises Inc. dba The Snow for concession stand operation for a three year agreement at the Veterans Athletic Field Complex.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONCESSION STAND OPERATIONS AT VETERANS ATHLETIC FIELD COMPLEX**

RFP DUE DATE: February 12, 2013 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: January 26, 2013

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Rathjen & Son Enterprises, Inc. dba The Snow
Grand Island, NE

cc: Todd McCoy, Parks & Rec. Director
Mary Lou Brown, City Administrator

Patti Buettner, Parks Secretary
Jaye Monter, Finance Director

P1612



Rathjen & Son Enterprises, Inc.

DBA: The Snow

1504 W 4th St
Grand Island, Ne 68801
(308) 390-0072

To: RaNae Edwards, City Clerk
City Clerks Office
PO BOX 1968
Grand Island, Ne 68802

Subject: RFP – Providing Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex

Date: February 9, 2013



My name is Henry Rathjen, I am Owner and President of Rathjen & Son Enterprises, Inc., DBA The Snow. Our company is interested in providing concession services for the Veterans Athletic Field Complex for the 2013 season and beyond.

Currently we operate a shaved ice concession stand in Grand Island that is parked in the Super Saver parking lot on the corner of 2nd and Broadwell. This upcoming season will be our 5th season and growing every year. The Snow sells shaved ice and has over 40 single flavors, 10 sugar free flavors, and more than you can count flavor combinations. Our current site has 2 picnic tables with umbrellas and outside lighting and signage. The Snow is open everyday with extended hours on the weekends. There are four employees that work at this location on a rotating basis. I have many years of Owner experience with our other business, Rathjen Power Washing, and numerous years before that in management positions in companies like Blockbuster Video, Sears, Foot Locker, and Domino's. Rathjen Power Washing and The Snow are also members of the Grand Island Chamber of Commerce. We also were the chosen concessionaire for the Veterans Athletic Field Complex for the 2012 season. We enjoyed the experience and have learned so much from it. During that time, we had no complaints about our concession service or our responsibilities to take care of the restrooms during play.

I believe that the menu and price structure that we are proposing will meet the needs of all the players, spectators, parents, kids, coaches, and umpire staff. In this packet you will find a proposed menu board that will consist of many items including drinks, candies, shaved ice, hot dogs, nachos, fruits, and many other items. We will keep all prices competitive and we will have a suggestion box for adding menu items and will add them with enough demand. We have added many new items this menu that were requested by customers last season.

I have good connections with Arctic Glacier of Grand Island and they provided us with an ice freezer last season and have no problem with letting us use an ice chest at the location again this season. We will have plenty of ice for our operational use, to sell by the bag, and to provide free ice for injuries. Last year the estimated ice we provided for injuries was over 160lbs! All injury ice is free and was a big request by teams and very appreciated. We will provide a first aid kit for the concession stand that will be available to anyone at the complex.

I will staff this concession stand with a minimum of two managers, one fulltime employee, and two part-time employees, that will work on a rotating schedule. There will also be a few emergency backups for tournaments. All employees will be trained and properly hired.

We have our insurance with a local Broker, Insur, and the policy is with Allied. We will provide the city with the required amounts of insurance and have the proper loss payees listed on our policy.



I will be proposing to offer the City of Grand Island 10% of gross sales along with the required 7% city/state sales tax and the additional 1.5% Occupation Food and Beverage Tax on any prepared food items. I will also propose to offer the leagues that are playing the fields that day a 2% of gross sales as well. I believe this will encourage concession purchases, which will increase the amounts paid out to the City of Grand Island, and give some money back to the organizations that use the Veterans Athletic Field Complex. Last season the Grand Island Softball Association used their 2% concession proceeds to buy a new aluminum water proof bulletin board.

The Snow will also be willing to provide and pay for needed upgrades to the current concession facility.

1. We will purchase and have installed a new concession window that will be made of glass with opening windows for "Ordering" and "Pick Up" This will keep the dust down inside the stand and help with temperature control. This will become a permanent part of the building and property of the City of Grand Island after installed.
2. We will purchase and install or apply a flooring inside the concession stand. The current concrete floor is very difficult to clean and is slick when wet. With Parks and Recreation's approval of flooring we will provide the material and labor.
3. With Parks and Recreation's approval we will have a certified HVAC contractor come out and recharge and service the air conditioning/heating unit in the concession stand.
4. Purchase and install Plastic Composite Siding Panels along the back wall to provide a health code approved "washable" surface to clean. Again, with Parks and Recreation's approval we will provide materials and labor.

I have read the requirements and guidelines and agree with them. We will check bathrooms numerous times a night and refill bathroom items as needed. During tournaments we will make sure that we have enough staff to accommodate the extra usage of the restroom facilities.

Thank you for the opportunity to again present our company for the consideration of providing concession services. We are looking forward to another great year of providing great customer service to the patrons of the Veterans Athletic Field Complex.

Sincerely,

A handwritten signature in black ink that reads 'Henry Rathjen'.

Henry Rathjen

Rathjen & Son Enterprises, inc.

DBA: The Snow

(308) 390-0072 GISnowShack@charter.net



Business References

Fred Groenke Store Manager - Super Saver
Concession Business Reference
1602 W 2nd St
Grand Island, Ne 68803 (308) 382-6822

Tino Martinez Owner – Pro Team Design
Concession Business Reference
2716 Old Fair Rd.
Grand Island, Ne 68803 (308) 398-1154

Jeremy Bonahoom Owner - Auto Outlet
Concession Customer & Corporate Customer
2924 S. Locust St.
Grand Island, Ne 68801 (308) 389-3788

Doug Adler Treasurer – Grand Island Softball Association
Concession Business Reference
dladler@charter.net
Grand Island, Ne 68801 (381) 381-1862

Mark Galvan President – Central Nebraska Girls Softball Association
Concession Business Reference
markgalvan@cngsa.com
Grand Island, Ne 68801 (308) 380-8684

THE SNOW

SHAVED ICE &
CONCESSION SERVICES



MENU

Pop	\$2.00	Candy Bars	\$1.00
Pepsi	Sprite	M&Ms	
Diet Pepsi	Dr. Pepper	Peanut M&Ms	
Coke	Diet D.P.	Snickers	Twix
Diet Coke		Reeses	Kit Kat
Mountain Dew			
Diet Mtn Dew			
Water 20oz	\$1.50	Candy	
Gatorade	\$2.00	Famous Amos	\$1.00
Red Yellow		Skittles	\$1.00
Orange Blue		Ring Pops	\$0.75
		Blow Pops	\$0.25
		Licorice Rope	\$1.00
		Laffy Taffy	\$0.50
		Fruit Snacks	\$1.00
G2 Gatorade	\$2.00	Cup of Ice	\$0.25
Red Grape			

SHAVED ICE

SNOWBALL

\$2.00

SNOW FLAVORS: Orange, Cherry, Blue Raspberry
Watermelon, Grape, Rootbeer, Lemon, Lime

THE SNOW

SHAVED ICE &
CONCESSION SERVICES



MENU

Chips	\$1.00	Walking Tacos	\$2.50
Doritos		Loaded	\$3.50
BBQ		w/Jalapano & Sour Cream	
Cheetos			
Fritos		Nachos	\$3.00
Sour Cream/Cheddar		w/Chilli	\$3.50
Ruffles		Loaded	\$4.00
		w/Jalapano & Sour Cream	
Pickles		\$0.50	
Seeds		\$1.00	
Slim Jim		\$1.00	
		HotDog	\$2.00
		w/Chilli	\$2.50
			
Fruit	\$1.00	Pulled Pork	\$3.00
Banana, Orange, Apple			

COMBOS

#1 Nacho, Drink	\$4.50
#2 HotDog, Chips, Drink	\$4.50
#3 Pulled Pork, Chips, Drink	\$5.50

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ by and between RATHJEN & SON d/b/a THE SNOW, hereinafter called the "Contractor" and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the "City".

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused an advertisement calling for proposals to be published, for CONCESSION STAND OPERATIONS AT THE VETERANS ATHLETIC FIELD COMPLEX; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposal, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, with exception regarding the City's share of gross receipts, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities; (b) furnish all materials, supplies and equipment specified and required in the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Request for Proposals, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. That the Contractor shall pay to the City for the covenants embraced in this contract and the City will accept as full compensation therefore the sum of 10% (ten percent) of all gross receipts received from sales at the Veteran's Athletic Field Complex along with an additional 2% (two percent) of all gross receipts going to the Adult Softball Association for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent on an annual basis, by or before the 1st day of November 2013 to the City.

ARTICLE III. The Contractor hereby agrees to monitor the restroom materials and supplies for the City for this project. The City shall be obligated to supply the restrooms with materials and supplies. The Contractor also agrees to provide and pay for needed upgrades to the concession building as per proposal.

ARTICLE IV. That the Contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required insurance is approved. The Contractor shall work during scheduled league games and at such other times as the Contractor deems appropriate, however, Contractor may not at any time work at the Veteran's Athletic Field Complex outside of the parks' hours of operation. The City will provide the Contractor with a schedule of league activities. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with

the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability.

The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. This agreement shall expire November 1, 2015 after execution.

ARTICLE VIII. The Contractor agrees to comply with insurance requirements in the execution of this contract as required by City Code.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____

Title _____

Contact Phone _____

Contact Address _____

Contact Fax _____

Date _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract and insurance requirements are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2013-48

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for Concession Stand Operations at the Veteran's Athletic Field Complex; and

WHEREAS, on February 12, 2013, one (1) proposal was received and reviewed;
and

WHEREAS, Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska submitted a proposal in accordance with the terms of the advertisement for proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska, is hereby accepted and approved as the lowest responsive proposal submitted, and that the contract by and between the City and the Vendor be and hereby is approved, and the Mayor is authorized to sign such contract on behalf of the City.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2013.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
February 25, 2013	▣ City Attorney