



## **Oak Grove Athletic Association Concession Stand Operations Bid Request**

Oak Grove Optimist Park currently has 5 operational concession stands throughout the park. The primary concession stand at our main building in the 4-Plex is the largest and is setup with a grill for cooking and the largest storage space. On any game day we might need anywhere from one to all of the concession stands open. Typically we schedule 2 games per field per night if possible and we do our best to maximize the number of games at each complex to help maximize the impact of each concession stand. Concession stands will need to be open for business at least 30 minutes prior to the beginning of the first game and will need to stay open until 15 minutes after the last game ends to allow the players and coaches a chance to purchase drinks or food after their game.

During the season games are scheduled on Monday, Tuesday, Thursday and Friday nights beginning around 6:00pm and finishing by 9:45pm or soon after. Some games will be scheduled on Saturdays in some age groups. Tournaments are scheduled based on the number of teams and scheduling limitations and could last throughout a weekend and begin early in the morning and last to or after midnight on some occasions.

Arrangements can be made with Shane Williamson, the President of the Board of Directors, for a tour of the existing facilities if needed to prepare the bid.

Bids must be returned to the President of the OGAA and may be submitted via email to [president@ogaa.net](mailto:president@ogaa.net)

or by mail to the address below:

**OGAA**

**P.O. Box 16747**

**Hattiesburg, MS 39404**

## **Bid Requirements and limitations**

Concession operations are a key component to the overall character of the park. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

### **Personnel:**

The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concessions. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation. If required by the City, employees shall wear a uniform and/or identification badge.

### **Operating Hours:**

Hours of operation may vary, based upon seasons, game times and weather. Concession stands will need to be open for business at least 30 minutes prior to the beginning of the first game and will need to stay open 15 minutes after the last game to allow the players and coaches a chance to purchase drinks or food after their game. OGAA Board of Directors may request that the Concession Stand be made available for special occasions for instance tryouts or the first weekend of scheduled practices. It is understood that the hours of operation are to accommodate the members & families and also be profitable for both the Concessionaire and OGAA.

### **Liability of Insurance:**

The concessionaire shall maintain a policy of general liability insurance in the amount of One Million Dollars (\$1,000,000.00) naming OGAA as ADDITIONAL INSURED, it being understood that the concessionaire shall pay the entire premium on said policy of insurance.

### **Property Damage Insurance:**

The concessionaire shall also carry damage insurance or Bond: in the sum of One Hundred Thousand Dollars (\$100,000.00) for property damage with the OGAA as ADDITIONAL INSURED, it being understood that the concessionaire shall pay the entire premium on said policy of insurance.

### **Quality of Merchandise:**

All foods, drinks, beverages, confections, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure, and shall conform in all respects to the Federal, State, and Municipal Laws, Ordinances and Regulations. The OGAA Board of Directors Concession Committee will meet with the Concessionaire to Determine if any items need to be added or deleted based off member requests and/or past success. **The Concessionaire may be subject to ALL applicable contracts by this agreement & OGAA.**

**Prices of items:**

Prices of all items shall be posted in full and open view of the public. All menu items with prices shall be presented with bid. All pricing must be approved by the OGAA Board of Directors concession committee prior to any pricing being finalized. Menu Boards with correct pricing should be hung and visible to all. There should be no "Homemade Signs" posted on windows or on the premises unless deemed necessary by the Concessionaire and the OGAA Board of Directors.

**Licenses and Taxes:**

The concessionaire shall pay all taxes and license fees that shall accrue or become due under the laws of the United States or the State of Mississippi or the Municipal Code. This includes but is not limited to health inspection and any other required permits by city, county and state.

**Payment Method:**

If the winning bidder has opted to enter a bid based on a percentage of the gross receipts instead of a flat bid amount, the winning bidder will be required to provide proof of gross receipts to the OGAA Board of Directors monthly, and may be subject to an audit by the OGAA Board or CPA of choice. Payment to OGAA must be made by the second Wednesday of the following month.

**Utilities:**

All utilities are not the responsibility of the bidder.

**Equipment:**

Successful bidder must supply all other equipment and/or appliances for the operation of the concession stand. Any equipment that is currently owned by the OGAA is available for use for no extra charge.

**Indemnification:**

The Concession Operator shall defend, indemnify and hold harmless the OGAA, its officers, agents and employees from and against any and all claims, liability, damages, expenses, causes of action, suits or judgments, by or on behalf of any person, firm or corporation arising from the Concession Operator's possession, use or occupancy of the leased premises

**Non-assignability:** The Concession Operator agrees that the rights granted herein are personal and non-assignable without the prior written consent of the OGAA. The Concession Operator shall not assign, sublet, mortgage or otherwise encumber the leased premises, nor permit the premises to be used or occupied by others, without the prior written consent of the City.

**Compliance with applicable law:** The Concession Operator shall comply with all Federal, State and local laws and ordinances during the lease term. The Concession Operator agrees to obtain and maintain all necessary licenses and/or permits at its own cost, and to promptly pay all taxes properly assessed against it with respect to the leased premises and its personal property

thereon, notwithstanding the fact the premises are owned by the City. No taxes shall be assessed to the Concession Operator for real or personal property owned by the City.

**Additional Food/Beverage Vendors:**

OGAA reserves the right to have other food/beverage vendors during special events in order to raise money for the park. Examples of special events are but not limited to opening ceremonies, tournaments, etc.

**Trash:**

Concessionaire is responsible for all their own trash and transporting it to the dumpsters nightly

**Methods of Payment:**

It is the right of the Concessionaire to decide what form of payments will be taken. It is requested that this is clearly posted outside each concession stand. It is also requested that the concessionaire offer some sort of credit payment as in something like the IPHONE credit card reader to offer customers the option to pay with cash or credit.