



**City of Osage Beach
REQUEST FOR PROPOSAL**

Title: Osage Beach Baseball Fields Management RFP

Date Issued: October 11, 2023

Due Date and Time: November 6, 2023, at 10:00 AM

Return To: City of Osage Beach
Office of the City Clerk
1000 City Parkway
Osage Beach, MO 65065

This is an invitation to submit proposals to furnish the materials and/or services described herein. Please submit prices/fees net of all discounts. Proposals shall be submitted before the due date and time in a sealed envelope with the RFP title clearly marked on the front. In the event it should be necessary to revise the RFP, notice will be given in writing to all businesses/individuals who received the original RFP.

SEALED REQUEST FOR PROPOSALS MUST BE PHYSICALLY RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE DUE DATE AND TIME.

SCOPE OF SERVICES:

The City of Osage Beach is seeking bids for contracted management of its baseball fields, concession stand, and recreational leagues for the 2024 season. A detailed list of terms and conditions is attached.

Qualifications:

The intent of this RFP is to select a qualified business or nonprofit to provide the services above. Bidders shall include in their proposal a list of references, a description of their track record in performing services specified in this RFP and any other information relevant to making a determination as to the ability to provide these materials and/or services.

Terms and Conditions:

The successful bidder will be required to execute a contract for the services listed in this RFP. The contract will be based upon to attached standard City contract form. Any bidder seeking variations from or additional terms to the attached contract should clearly indicate all requested changes in their bid.

Insurance Requirements:

The successful bidder shall obtain and maintain a current business license with the City. The successful bidder shall provide a certificate of insurance showing details of coverage for comprehensive general liability, comprehensive automobile liability, workers' compensation and employers' liability with the following amounts or greater.

Comprehensive General Liability (required):

Minimum limit \$3,000,000 combined single limit for bodily injury and property damage per occurrence.

Comprehensive Automobile Liability (required):

If applicable, \$1,000,000 combined single limit.

Workers' Compensation: If applicable, statutory requirements.

Employers' Liability: If applicable, \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.

Proposal Submission:

Proposal packets to include:

- RFP Form (enclosed)
- Any additions to the RFP Form regarding specifications.

Proposals may be mailed, or hand delivered. All proposals must be received by the Office of the City Clerk, City of Osage Beach, 1000 City Parkway, Osage Beach, MO, 65065, prior to 10:00 AM, February 17, 2023. Proposals must be clearly marked **Baseball Fields Management** on the outside of the proposal packet. Proposals are NOT accepted by fax or email.

For Additional Information or Clarification, Contact:

- Eric Gregory
Parks and Recreation Manager
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Ext 3000
- Tara Berreth
City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Ext 1030

Award Details:

Bids will be evaluated by City Management. A candidate may be selected based on the ability and resources to provide the best products and/or services as described herein. If no decision can be reached, the Management Staff may ask for additional information. All bidders submitting a response to this RFP will be notified of the outcome.

The City of Osage Beach, Missouri reserves the right to reject any or all bids received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the bid format requested in this RFP may disqualify the bid submitted. Any exception to the details listed in this RFP must be identified in the bid documents.

All bids become the property of the City of Osage Beach, Missouri upon receipt. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this RFP. Disqualification of a bid does not eliminate this right.

All material submitted in response to this RFP will become public record. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include justification for the request and approval by the City. Neither cost nor pricing information nor a total bid will be considered proprietary.

**City of Osage Beach
RFP FORM**

Proposal for Baseball Fields Management

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: _____

Company Name

DATE SUBMITTED: _____

Your Bid

\$_____ annual compensation for the Baseball Fields Management

\$_____ annual compensation for the Baseball Fields Management

Description of proposer's recent experience/references – attach additional sheet(s) if necessary:

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the **Baseball Fields Management** RFP documents. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company _____ By _____
(Authorized Representative)

Address _____
(Print or type name and title)

Phone _____ Email _____

FAX _____ Date _____

TERMS AND CONDITIONS

I. Overview

The City of Osage Beach seeks proposals from a business or nonprofit organization (the “Operator”) to manage the City’s three hardball fields at Osage Beach City Park, as well as the nearby concession stand (collectively, the “Ballfield Complex”). The successful bidder will manage all tournament bookings, operations, and communications subject to the terms below. The City’s goal is to provide increase the use of and revenue from the existing ballfields while maintaining appropriate access to park facilities for the public and especially the City’s existing youth recreational leagues.

II. Requirements and Preferred Terms

1. Rent

- a. The Operator shall pay a set annual rent to the City for the Ballfield Complex for the 2024 season. Upon conclusion of the 2024 season, the City and the Operator may agree to extend their agreement for up to three additional one-year terms, with annual rent indexed to inflation.
- b. Rent shall be prepaid no less than 50% within thirty days of the City’s acceptance of the successful bid. The remaining 50% shall be due no later than June 30 of each year.

2. Concession Stand

- a. The concession stand shall collect all regular sales taxes.
- b. In addition to sales taxes, the concession stand shall pay 5% of all revenue to the City as additional rent.
- c. The concession stand shall be staffed and open a minimum of 24 hours per week. The City shall approve the scheduled hours, with such approval not to be unreasonably withheld.
- d. Operator shall be solely responsible for complying with all food safety regulations, liquor license restrictions, and other requirements.
- e. Operator shall be responsible for setting prices for all concessions.
- f. Alcohol will only be sold through the concession stand. Operator will obtain all necessary licenses, including business and liquor licenses. No outside alcohol may be permitted (this is both a state liquor license requirement and a term of the City’s RFP) and the licensed premises for liquor licensing will be limited to the Ballfield Complex.

3. Facility Usage and Control

- a. Operator will have full control of the Ballfield Complex from April 1 to October 31, 2024, subject to the following conditions and limitations:
 - i. The City will retain use of the Ballfield Complex for the following weekends (Saturday-Sunday unless otherwise indicated):

- Easter Egg Hunt, April 8 in 2024 and one Sunday close to Easter in following years;
- Spring food truck festival, April 29-30 in 2024 and approximately the same weekend in following years;
- Fishing Derby – one weekday evening in August (may not affect field usage but does affect parking);
- Rummage Sale, September 16 in 2024 and approximately the same weekend in future years;
- Fall food truck festival, September 23-24 in 2024 and approximately the same weekend in future years;
- Fall Festival, October 14 in 2024 and approximately the same weekend in following years.

The City will retain the right to designate up to two additional three-day periods per year (likely spring or fall) for new events. The City will make reasonable efforts to avoid impacting the ballfields in its event planning and will designate its selected weekends no later than January 1 of each year.

- ii. In addition, the City has already committed the Ballfield Complex for the following dates in 2024 only:
 - May 3-5
 - May 31-June 2
 - iii. Operator will maintain one night (3pm-park closing) per week during which the ballfields will be available for general public use. That night will be consistent and may not change week-to-week without prior City approval.
 - iv. Operator must schedule tournaments or other events using the Ballfield Complex at least seven days in advance or forfeit the use of the field to the City and its residents. The City may choose to waive this requirement in its sole discretion.
- b. The City shall retain control over the ballfield light controls. The City may authorize Operator to access them in its sole discretion.
 - c. The City shall have the authority to call games due to inclement weather.
 - d. The City shall retain control of all advertising and sponsorship at the Ballfield Complex except for the Operator's own signage. Operator will provide its own signage to clearly communicate that it is managing the Ballfield Complex by agreement with the City.
 - e. The Operator shall not charge for gate or parking, nor shall it restrict access to any portion of the park except the ballfields (while in use) and interior of the concession stand. All parking at City Park is public parking.
 - f. All decisions not expressly provided for herein will be at the discretion of the City's Parks and Recreation Manager or another designee.

4. Little League

- a. Operator shall assume management of the City of Osage Beach's little league operations. Little league is a vital component of this RFP and is not to be ignored or given second-

class status. The City of Osage Beach **WILL NOT** accept any bid which risks reducing the quality or availability of the City's current little league provided to its residents.

- b. Operator shall provide little league operations on the same or similar schedule as is currently offered:
 - i. Beginning the first Monday in April, two practices per week per team for four weeks on weeknights;
 - ii. Beginning the first Monday in May, two games per week per team for seven weeks on weeknights.
 - iii. Little league scheduling may utilize the two ballfields at Peanick Park as well as the Ballfield Complex. Operator shall be responsible for setting the fields and other gameday maintenance (chalking, quick dry, immediate repairs, etc.) for those fields while in use by Operator.
- c. Little League registration shall begin no later than the first Monday in February annually and shall remain open for at least thirty days.
- d. Operator shall continue to charge \$____ per player per season for little league, with a 50% discount on all fees for those players eligible for free or reduced lunch. Said fees shall include a uniform shirt with a logo provided by the City.
- e. Operator may utilize the City's current Little League equipment provided it maintains or replaces the equipment the present or better condition. Any replacements or upgrades of existing equipment shall become and remain City property.
- f. Operator may organize travel games with the City of Camdenton league, but may not commit to travel games with any other league without prior written authorization from the City.

5. Maintenance and Setup

- a. City Parks and Recreation staff will be responsible for setting fields during normal business hours (8am-5pm, Monday-Friday). Operator will be responsible for all other setup. Bidders may, but are not required to, assume all field setting as an additional term of their bid.
- b. Operator will be responsible for all maintenance of the Ballfield Complex. Operator shall keep the Ballfield Complex in the same condition as delivered by the City. Any broken or worn down bases, fences, bleachers, concession stand equipment, etc. shall be replaced at Operator's expense unless otherwise agreed to in advance. Operator shall provide its own chalk, quick-dry, and other supplies for its own use. City will provide chalk, quick-dry, and other supplies for any field-setting required by City staff. Operator is welcome and encouraged to inspect the Ballfield Complex prior to submitting its bid to identify any potential maintenance issues beforehand.
- c. The City will provide a fenced area for Operator to place its maintenance and other equipment and supplies. If Operator desires additional space or security beyond what the

City intends to provide, Operator may provide that at its expense with the City's prior approval.

- d. Any improvements to the Ballfield Complex or replacements of existing improvements or equipment shall become and remain City property.

6. Staffing

- a. Operator shall be solely responsible for all costs associated with providing the staff necessary to perform the terms of its bid, including umpires.
- b. All of Operator's staff must pass background checks prior to any work provided for under this RFP. Operator must use City's background check provider, National Center for Safety Initiatives, LLC unless City approves an alternative provider in writing.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification:

1. **Professionalism.** Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
2. **Licenses, Permits, Taxes.** Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
3. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
4. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.

6. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
7. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
8. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.
9. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See* R.S.Mo. § 34.600.
10. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.
11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).
12. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
13. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:
City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Contractor:

City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
21. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
22. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

25. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.