



**TOWN OF MUNSTER
REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL CONCESSIONS SERVICES
FOR COMMUNITY PARK**



The Town of Munster will be accepting Letters of Interest from qualified firms or individuals to operate the Town-owned concessions facilities at Community Park. These facilities include Triple Play Café, Community Park Pool and if not operated by Munster Babe Ruth, the Babe Ruth concession stand. Interested individuals or firms should respond to the information included within this request for proposal.

An optional site inspection tour will be held on Tuesday, September 16, 2025 at 10am local time starting at the Community Park Pool at 8837 Lions Club Drive in Munster, Indiana. Letters of Interest must be submitted to the Town of Munster Parks and Recreation office, attn: Concessions Management LOI, 1005 Ridge Rd, Munster IN 46321 no later than 1pm local time on September 30, 2025. **LATE RESPONSES WILL NOT BE CONSIDERED.**

The selected respondent must meet all Municipal, County, State, and Federal laws for operating the facility.

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VENDOR INSTRUCTIONS

1. **INTRODUCTION**

The Town of Munster Department of Parks and Recreations on behalf of the Board of Park and Recreation is seeking sealed proposals from qualified Vendors to manage and operate the Concession stands at Community Park in Munster, Indiana which includes the Triple Play Café, Community Park Pool Concession stand and if not being operated by Munster Babe Ruth, the Babe Ruth Concession Stand.

Proposals can be submitted during regular operating hours to the Town of Munster Parks and Recreation dept. office at Munster Town Hall, 1005 Ridge Road, Munster Indiana, 46321, until September 30, 2025 at 1pm local time at which time sealed proposals will be opened.

All proposals must be marked with the following:

The name of your company
Company address
Community Park Concessions Management Proposal
September 30, 2025, 1pm local time

Questions regarding the requirements may be directed to Mark Heintz, Director of Parks and Recreation, via email at: mheintz@munster.org. Questions will be answered via public addendum to this posted RFP no later than September 26, 2025. That item can be found on the Town's website at www.munster.org in the 'Current Bidding and RFP Opportunities' section which is available as a link in a red box on the right-hand side of the site in the red boxes.

2. **GENERAL REQUIREMENTS**

The responsibilities of the Vendor include, but shall not be limited to, the following:

- Vendor is to be the sole operator to prepare and sell food and drink items at assigned facilities.
- Vendor must have all necessary state and local permits and submit them along with their proposal.
- The Vendor must have Liability Insurance covering their activities in an amount not less than \$1,000,000 per person and \$2,000,000 aggregate for death or injury to persons and \$1,000,000 Property damages with the Town of Munster, and its officials, agents, and employees as additional Insured. Additionally, Vendor shall maintain Worker's Compensation insurance for all employees in the amount required by State Law. Certificates of Insurance shall be provided to the Town prior to commencing operations. Proof of insurance is required as part of the response to the RFP.
- The Vendor shall provide all the equipment (that is not specified in the point below) necessary to prepare and to maintain food items sold.

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- The Town of Munster Department of Parks and Recreation will provide the following equipment at each location:

Triple Play Café

- 2 door freezer
- Pepsi cooler
- 2 door refrigerator
- Sandwich station
- Ice machine
- Microwave
- Ice cream cooler
- Popcorn machine
- Nacho machine
- toaster ovens
- Churro machine

Community Park Pool Concession Stand

- (2) 3 door refrigerator
- (2) fryers
- toaster oven
- Ice machine
- food warmer
- Sandwich station
- 3 door freezers
- Microwave
- 2 door refrigerator
- Hershey Ice cream freezer
- Pepsi machine

Babe Ruth Concession Stand

- No equipment

- All materials, supplies and equipment (other than those items listed above) necessary or desired by Vendor for use in the food service operations shall be at the sole cost and expense of the Vendor. If the Vendor wishes to install additional equipment prior approval must be given in writing by the Director of Parks and Recreation.
- The Vendor shall maintain the concession area in a clean and tidy manner according to all County Health Codes.
- The Vendor shall hire all workers and pay all wages and payroll taxes for employees.
- The Department of Parks and Recreation shall be able to inspect the premises and review all records of sales, cash register tape and conduct periodical audits by designated

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Town officials.

- The Vendor will agree to sign an agreement prepared by the Department of Parks and Recreation and to abide by the covenants and obligations.
- The Vendor shall furnish a list of items for sale with proposed price list to be approved by the Board of Park and Recreation.
- The Vendor shall coordinate hours of operations with the pool hours for the pool concession stand, the baseball and softball field users for the Triple Play Café and Munster Babe Ruth for the Babe Ruth concession stand if assigned.
- The Vendor shall pay the Town the percentage of gross sales proposed and agreed upon by both the Town and the Vendor. These payments are due each month. The Vendor shall retain all remaining proceeds.

3. RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

- All proposals must be received on or before the time and date indicated in this Request for Proposal Notice.** The responsibility for submitting proposals in a timely manner is solely that of the Vendor. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Vendor.
- Vendors shall submit their proposal with the required information, utilizing the COST PROPOSAL forms provided and supplying all the required information.
- Vendors are required to provide all requested information. **The proposal should be submitted in a sealed envelope showing the Vendor's name, business address, Community Park Concessions Management Proposal, date, and time of opening on the front of the envelope.** Only the information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- All proposals must be signed by an authorized official of the Vendor.
- Do not include taxes in the proposal figures. The Town is exempt from state and federal taxes. Exemption certificates will be provided upon request.

4. COSTS OF RFP PREPARATION AND SUBMISSION

VENDOR INSTRUCTIONS

Each Vendor shall be responsible for all costs incurred to prepare and submit their response to this RFP.

5. OPENING OF PROPOSALS

- The purpose of a public proposal opening is for a reading of the proposals received. Under normal circumstances, no award will be made or implied at this time.
- Proposals will be opened to avoid disclosure of contents to competing offerors during the process of negotiation. Only the Vendor Name on each proposal will be announced at the opening.

6. PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope bearing the name of the vendor, business address, Community Park Concessions Management Proposal, date, and time of opening on the front of the envelope. One (1) original containing ALL PROPOSAL DOCUMENTS shall be provided by the vendor.

The proposal must be prepared and presented in the following format:

Section 1 – Understanding of Task & Technical Approach

Provide a narrative addressing how you will operate the concession stand taking into consideration the requirements in this RFP.

Section 2 – Menu Items with Pricing

1. Selection of food and drink items offered. The Vendor shall describe in detail what type of food service they will provide (i.e., vending, food preparation, etc.).
2. The Vendor shall list the equipment and supplies they will provide.
3. Vendor shall provide a general pricing schedule for the items to be provided.

Section 3 – Vendor Experience and Qualifications

Provide a statement of your experience and qualifications to perform the requested work, including management skills and background.

Section 4 –References

Provide references of work including the names, titles, and telephone numbers of previous clients who can speak to your ability to perform the work.

Section 5 – Price Proposal

Percentage of gross sales returned to the City.

Section 6 –Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

7. TERMS OF AGREEMENT

The intent of this proposal is to establish a twelve (12) month contract with the potential ability to extend for three (3), one-year periods.

8. DEFAULT AND TERMINATION OF CONTRACT

The successful Vendor shall assume full responsibility for implementing the Contract.

The Vendor's failure to correct a written notice of failure to comply with the terms and conditions of the Contract within 7 days shall be grounds for the Town to terminate the Vendor and to seek another Vendor to complete performance of the Contract.

9. INDEMNIFICATION

- The successful vendor shall indemnify and hold harmless the Town of Munster and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- In any and all claims against the Town of Munster, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

10. DISCLOSURE

Vendor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Vendor or its principals and key employees who will be providing services under the contract, including:

- a. Felony convictions within the last 5 years.
- b. Bankruptcies discharged within the last 7 years.
- c. Tax liens assessed within the last 5 years;
- d. Claims filed against either the Town or any Municipal department within the last 5 years.

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This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Vendor whose stock is publicly owned and traded.

Vendor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Vendor or any business controlled by or affiliated with Vendor.

The Board of Park and Recreation may reject, at its sole discretion, any Vendor it finds to lack honesty, integrity, or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity, or moral responsibility. The Town of Munster's finding may be based on the disclosure required herein, the Town's own investigation, public records, or any other reliable source of information. The Town may also reject any Vendor failing to make the disclosure required herein.

By submitting a proposal, Vendor recognizes and accepts that the BOARD may reject any proposal at its sole discretion. The Vendor waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

1. EVALUATIONS / SUMMARY OF EVALUATION PROCESS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether a Vendor is responsive, the following factors will be considered: The primary criteria for vendor evaluation and consideration are:

- Well-developed business proposal (25%)
- Price Proposal, percentage of gross sales returned to the City (25%)
- Menu Items with Pricing (15%)
- Vendor Experience and Qualifications (25%)
- References and Reputation (5%)
- All Bid Forms are completed in full (5%)

In determining whether a Vendor is responsible, the following factors will be considered:

1. The ability and capacity of the Vendor to provide the service.
2. The integrity, character, and reputation of the Vendor
3. The competency and experience of the Vendor

While the proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

The Town reserves the right to waive any and all formalities or irregularities in quoting.

The Town may award based on initial proposals received, without discussion of such proposals. However, selected Vendors may be invited to make oral presentations to the evaluation team.

The members of the evaluation team for this RFP reserve the right to physically inspect the Vendors facility at any time prior to award and throughout the contract.

2. PRESENTATIONS

Vendors may be required to make presentations and/or provide written clarifications of their responses at the request of the Town.

3. RIGHT OF REFUSAL

The Town reserves the right to reject any and all RFPs in their entirety. Furthermore, the Board/Town

PROPOSAL/EVALUATION

reserves the right to hold all proposals for a period of ninety (90) calendar days from and after the time of the opening. The Town reserves the right to award the contract in any manner deemed in the best interest of its citizens.

4. TAXES

The Town of Munster is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

5. LICENSES AND PERMITS

The successful Vendor or Vendors shall furnish the Town of Munster upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the Town of Munster, Lake County, the State of Indiana, and the United States of America.

The Vendor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the Town of Munster, Lake County, Indiana.

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations applicable to the bidding and performance of the contract(s).

BID TABULATION

COMMUNITY PARK CONCESSION OPERATOR
PROPOSAL SUBMISSION FORM
(please place this form as 1st Page of your Proposal)

VENDOR: _____

ADDRESS: _____

Please state the percentage of gross sales that will be returned to the City.

Percentage (%) of Gross Sales: _____

Please return the following with your proposal. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and or non-responsible. It is the responsibility of the Vendor to ensure that it has received all addenda and to include signed copies with their proposals.

Tabulation Page	_____
Proof of Insurance Signed	_____
Addenda, if any References	_____
Pricing Information (Menu)	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Email: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP Documents.

EXHIBIT "A"

SCOPE OF WORK

Community Park Concessions Operator

1. GENERAL

- A. Vendor, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the appropriate Indiana State and local division for doing business.
- B. Vendor shall assume full responsibility for damage to City property caused by Vendor's employees or equipment as determined by designated City personnel.
- C. Vendor shall be solely responsible for the safety of Vendor's employees and other relatives to Vendor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
- D. Vendor shall possess, post, and keep in force all licenses and permits required to perform the services this Agreement.

2. RESPONSIBILITIES OF THE VENDOR

(This section may be modified after conditional contract award.)

The responsibilities of the Vendor include, but shall not be limited to, the following:

- A. The Vendor shall be required to provide management and operation of the Concessionaire, and the hiring of necessary staff for a complete operation.
- B. The Vendor will furnish a list of items for sale with a proposed price list to be approved by the Board of Park and Recreation. Vendor is to be sole Vendor selling concession (unless Munster Babe Ruth has taken on that responsibility for the Babe Ruth Concession stand).
- C. The Vendor shall coordinate hours of operations with the Community Park pool management team, with Management being able to require certain services and/or sales are available during specified periods with at least a Twenty-four (24) hour notice. The Vendor shall coordinate hours of operations with the softball and baseball field users for their spring, summer, and fall seasons and be able to provide services during those seasons.
- D. The Vendor shall pay all wages and payroll taxes for employees of the Concessionaire.

- E. The Town of Munster Department of Parks and Recreation or other staff from the Town shall be able to inspect the premises and review all records of sales, cash register tape and conduct periodical audits by designated Town officials.
- F. The Vendor shall ensure that the Concessionaire are clean and tidy manner according to all County Health Codes. This includes daily emptying of trash containers and cleaning of the pool patio area to the Town provided dumpster. Park trash cans are emptied by Town staff. Concession debris in bleachers and around concession stands is to be picked up by concessionaire.
- G. Provide pest control for the facilities the Vendor uses.
- H. Not to drive any vehicles on pathways or in the grass at the park without permission from the Director of Parks and Recreation or Supt. of Park Operations.

3. RESPONSIBILITIES OF THE TOWN

The responsibilities of the Town include, but are not necessarily limited to, the following:

- A. The Town will provide the Concessionaire Vendor with the following equipment for general use, as per agreement:

Triple Play Café

- 2 door freezer
- Pepsi cooler
- 2 door refrigerator
- Sandwich station
- Ice machine
- Microwave
- Ice cream cooler
- Popcorn machine
- Nacho machine
- toaster ovens
- Churro machine

Community Park Pool Concession Stand

- (2) 3 door refrigerator
- (2) fryers
- toaster oven
- Ice machine
- food warmer

- Sandwich station
- 3 door freezers
- Microwave
- 2 door refrigerator
- Hershey Ice cream freezer
- Pepsi machine

Babe Ruth Concession Stand

- No equipment

- B. The Town will provide the following utilities: gas, electric, water, and sanitary sewer utilities. The Town will provide a dumpster for the pool which will be at the Town's cost. Trash from operations of concessions and from pool patio trash cans is to be placed in the dumpster by the concessionaire nightly. Any utility services other than electricity, gas, water, and sewer are the responsibility of the Vendor including but not limited to: cable, wireless broadband, WIFI, and landlines.
- C. The Town will provide Concessionaire building maintenance repairs such as building deterioration, plumbing, electrical problems if necessary, and approved by the Board of Park and Recreation.