



February 5, 2023

PROJECT: RFP – Non Alcoholic Beverage Pouring Rights and Advertising Partnership for Kingsport City Schools

Dear Prospective Proposer:

You are invited to submit a sealed proposal for the above project. A copy of the Public Notice, the Request for Proposal documents and the Compliance Affidavit Form are attached.

If there are any questions, you may call me at (423) 378-2134.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Sloan".

Sandra Sloan  
Asst. Procurement Manager, Schools

Attachments

## REQUEST FOR PROPOSALS

Sealed price proposals for the following will be received by the Procurement Manager until 4:00 PM (Eastern Time) on March 1, 2023, and at that time publicly opened in Conference Room 436, 4<sup>th</sup> floor, City Hall, located at 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award at a later date.

PROJECT: RFP –Non Alcoholic Beverage Pouring Rights and Advertising Partnership for  
Kingsport City Schools

Documents for the above referenced project are available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Interested parties may also contact the Kingsport City Schools Procurement at (423) 378-2134.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Submitted proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked “RFP – KCS Beverages”. The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive informalities in bidding and re-advertise.

PUB IT: 2/5/2023

Chris McCartt  
City Manager

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: \_\_\_\_\_

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member  
\_\_\_\_\_

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name of the employee or board member  
\_\_\_\_\_

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act ( TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

**NON-COLLUSION:**

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:**

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**NON-BOYCOTT OF ISRAEL AFFIDAVIT**

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

BY (NOTARY PUBLIC): \_\_\_\_\_

MY COMMISION EXPIRES ON: \_\_\_\_\_



Request for Proposals -  
Non Alcoholic Beverage Pouring  
Rights and Advertising Partnership  
for Kingsport City Schools

PROPOSAL DUE: MARCH 1, 2023

Sandra Sloan  
Asst. Procurement Manager  
Kingsport City Schools

## INTRODUCTION

The City of Kingsport, Tennessee for its Kingsport City Schools is requesting formal proposals from qualified beverage providers that desire the right to supply beverages to the customers at Kingsport City Schools. This would apply to all areas except our cafeteria operations areas. Proposers submitting a response to this formal invitation by the City of Kingsport should be interested in performing all services necessary to implement and support the beverage category in the City of Kingsport for its Kingsport City School facilities and the concessions areas located on the Dobyons-Bennett High School Campus.

### **Kingsport City School Facilities and Dobyons-Bennett HS Campus Concessions**

Kingsport City Schools has (13) school facilities located in Kingsport, TN. Dobyons-Bennett High School is the only high school in the district and currently serves 2,469 students from the city of Kingsport as well as Sullivan and Hawkins County.

The Dobyons Bennett High School Campus complex includes the main school building and detached buildings such as the music, CTE, ROTC, maintenance, athletics field house, Buck Van Huss Dome, J. Fred Johnson Stadium, and the Indian Highland Athletic Complex. Also included are campus areas such as the concessions buildings, press rooms, skyboxes, stadium suites, player benches, sidelines and locker rooms as they are considered part of the school campus.

Dobyons Bennett High School athletics program events require full service concessions operations. Concessions stands located in J. Fred Johnson Stadium operate during athletic events such as football games, baseball games, softball games, and track and field events. There are (4) stationary concessions stands inside the J. Fred Johnson Stadium and one mobile unit at the track. The concessions stand located inside the Buck Van Huss Dome is in operation during basketball games, wrestling events, volleyball games and other athletic events or competitions held at Dobyons-Bennett High School. With the Dome under renovation, these events are currently being held at the Tribe Athletic Complex.

In addition to concessions, Dobyons-Bennett currently has (11) POS beverage machines in various locations (except for the cafeteria) throughout the school campus for students and teachers. The beverage machines offer clear beverages only such as flavored water and juice. Teachers' lounge area offer clear beverages and a variety of soda. Refer to the DBHS campus map included in this RFP for a better understanding of the layout of the campus.

In addition to the high school, there are seven (7) elementary schools that have POS beverage machines located in the teachers' breakroom areas. The school system has two (2) middle schools that have POS beverage machines in teachers' breakroom areas.

### **Response Process:**

The process for selecting an appropriate partner for beverage pouring rights and advertising is designed to attract competitive bids from companies supportive of complementing Kingsport City School Facilities and the School Athletic concessions areas.

**Criteria for selection-** Prospective corporations will be appraised on the basis of categories deemed most appropriate for a successful partnership. Those are:

1. Financial structure of proposal
2. Term of proposal
3. Business opportunity requirements
4. Contract servicing plan
5. Contract exclusivity (Except for city events held on campus)
6. Marketing initiatives to support the athletic programs

### **Timetable**

The following outlines the timing of responses:

- February 5, 2023: RFP issued.
- February 10, 2023 @ 4:00 p.m. EST: RFP Questions Due
- February 24, 2023 by End of Business: Addendum Issued
- March 1, 2023 @ 4:00 p.m. EST: Submission of Proposal.

### **Rejection**

The City of Kingsport reserves the right to reject any proposal.

### **Addenda**

Any interpretation, correction, or change of the RFP will be made by addendum posted on the City of Kingsport Procurement webpage. No verbal interpretations will be made.

### **Selection Process**

Following the bid opening the internal review team will review all proposals submitted. A recommendation will be made to the Kingsport Board of Education. The date for that recommendation is not yet known.

## **Selection Criteria Details**

FINANCIAL PROPOSAL - Respondent must outline its financial proposal including annual support funds, ascending rebate options, initial support funding, and annual marketing allowance.

- Annual Support – Annual Support in the amount of \$3000 over the term of the agreement in support of program events each year. (High School and Middle School Athletics)
- Marketing/promotional materials which include banners and other promotional materials.
- Additional free beverages & equipment to use at the discretion of Athletics.
- Commissions – Proposal will include the rate of commission that the supplier will pay each school facility location based on the annual beverage sales for each term of the agreement.
- Rebates – Proposal will include any rebates that the supplier will pay each school facility location.
- Other Considerations - Replace side advertisement panels on existing scoreboards with Beverage Provider logo and applicable athletic signage.

TERM - The term of the Contract will be for **three (3) years**. Initial Term will be July 1, 2023 through June 30, 2024, with automatic renewals for two (2) additional years if quality of services provided are acceptable.

BUSINESS OPPORTUNITY - Respondent must outline required product category and/or services that will be considered along with general pricing options on these products/services.

CONTRACT SERVICING PLAN - Respondent must outline its plan to service the contract's requirements of product ordering and delivery, as well as any maintenance needs that shall arise throughout the term of the contract.

EXCLUSIVITY - Respondent must outline the categories to be defined under this exclusive arrangement.

MARKETING INITIATIVES - Respondent must outline how it will support high school and middle school athletics with marketing support in the form of media, promotions, collateral materials, product and support of athletic events. This section should also include any POS equipment and signage, such as portable carts and menu boards, which will enhance the presentation of the products and help promote sales through product placement.



### **Benefits in the Pouring Rights & Advertising Package**

Listed below are the benefits that will be made available to our pouring rights and advertising partner. A more comprehensive and detailed listing of benefits and business partnerships will be developed in conjunction with the partner.

- Sponsorship exclusivity in the sponsor's category - both product and/or service usage and in advertising.
- Right to utilize the sponsorship and facility name and/or logo in its own advertising.
- Product or service usage in a business partnership at the facility.
- Signage identification including temporary banners (Tie-down banners for fence) and advertisement on the JumboTron (High School)

### **Equipment and Maintenance**

- A. The successful Beverage Provider will be required to furnish, **no later than July 1, 2023**, all agreed upon equipment at all locations designated by KCS School Facilities and Athletics programs. The equipment shall be current models and of the latest technology, be energy and/or electrically efficient, and be aesthetically acceptable by Kingsport City School facilities. Said equipment includes but is not limited to the following: (See Attachment A- Beverage Equipment/ Supplies List)
- a. Beverage coolers - 2 door
  - b. Beverage coolers - 1 door
  - c. Beverage cooler - Small
  - d. Beverage POS Vending Machines
- B. All equipment shall be quiet and not disruptive to the activities taking place in the facility.
- C. The installation and expense of installation of all equipment shall be the Beverage Providers responsibility. School system shall cooperate with, and support, reasonable requests from the successful vendor in this regard.
- D. Kingsport City Schools may reject machine signage or logo if deemed objectionable or a distraction to the activities in the facility by School Administration. School facilities that are included in advertisement reserves the right to approve artwork prior to production and installation.

### **Exceptions to Pouring Rights**

The Beverage Provider must include the following exceptions to pouring rights in the contract agreement:

- A. Beverage Provider must acknowledge in the contract agreement that the Chamber of Commerce sponsors concerts at J. Fred Johnson Stadium during the summer. It will not be considered a breach of agreement for the Chamber of Commerce to provide competitive products for sale during such concerts held at the stadium. This provision shall not be deemed to allow advertising or promotional rights with respect to such Competitive Products.
- B. School periodically receives donations of bottles of water that may be considered a competitive product. The use of such competitive products shall not be considered a breach of this agreement, provided that such competitive products are distributed free of charge to the students, faculty and guests. This provision shall not be deemed to allow advertising or promotional rights with respect to such Competitive Products; provided however that the school shall have the right to place one (1) sign bearing the water brand name and logo on the baseball fence during the annual baseball tournaments with prior written approval by selected beverage provider.

### **PROCUREMENT PROCESS**

Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Standard Time on March 1, 2023, at which time it will be publicly opened in Conference Room 436, City Hall, 4<sup>th</sup> Floor, 415 Broad Street, Kingsport, Tennessee.

The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660  
RFP - KCS Beverages

One original and two hardcopies are required. Proposal must include the Compliance Affidavit. **\*\*The Compliance Affidavit must be signed AND notarized and included with your proposal.\*\***

Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.

No submitted Proposal may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of Proposals.

No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted via email to the Assistant Procurement Manager, Schools, by noon, Eastern Standard Time, on February 10, 2023 and an addendum will be issued by the end of the business day on February 24, 2023, and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Written requests for clarification shall be submitted to the Assistant Procurement Manager, Schools, by email to [ssloan@k12k.com](mailto:ssloan@k12k.com).

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

### **General Terms & Conditions**

TAXES – The City is exempt from Federal Excise Tax, State of Tennessee and local sales tax. The Vendor must quote prices which do not include these taxes, unless by law the taxes must be a part of the price. Exemption certificates will be furnished upon request.

F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee; delivery to Kingsport City Schools' location without additional charge.

INDEMNIFICATION – The City of Kingsport, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any service and/or materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Vendor.

PATENT LIABILITY – The successful Vendor, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through an agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.

LIMITATION OF REMEDIES – Any remedies in the Vendor's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

**BACKGROUND CHECKS** – All Proposers shall comply with T.C.A. § 49-5-413, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for any person prior to permitting that person having contact with students or entering school grounds when students are present. Proposer must certify that all of its employees will, prior to having contact with students or entering on school grounds when children are present, successfully complete the required background check or otherwise complied with T.C.A. § 49-5-413(d) and have no disqualifications under T.C.A. § 49-5-413(d).

## **INSURANCE**

1. During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.
2. The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.
3. All Certificates of Insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."
4. Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.
5. This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

## CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

DRUG FREE WORKPLACE REQUIREMENTS - Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY - The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

IRAN DIVESTMENT ACT - Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

## NON-COLLUSION

1. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.

2. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NON-BOYCOTT OF ISRAEL - Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

#### GENERAL -

All agreements related to the purchase and sale of any product pursuant to this proposal document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."

By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.

The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the

state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.

All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.

All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.

Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

Such offer is genuine and is not a collusive or sham offer.

## **Attachment A**

### **Beverage Equipment/Supplies List**

#### **Vending Machines**

Beverage POS vending machines located in approved facility locations; Machines must offer 20 oz. bottles of clear beverages only; Machines must accept cash and credit cards.

#### **Concessions Equipment (Dome & Stadium Concessions)**

(17) Beverage Coolers – 2 door

(1) Beverage Cooler – 1 door

(1) Small Beverage Cooler – 1 door (for Press box)

#### **Other Beverage Equipment/Supplies Needed (HS Athletics)**

Sideline Kit (per year):

(5) 5 gallon drink cooler/ tanks

(10) Cases of powder drink mix (with Cups)

(50) Sideline squeeze bottles (32 oz. Bottles) with carriers

#### **Other Beverage Equipment/Supplies Needed (2 - Middle Schools)**

Sideline Kit (per year):

(5) 5 gallon drink cooler/ tanks

(10) Cases of powder drink mix (with Cups)

(50) Sideline squeeze bottles (32 oz. Bottles) with carriers

#### **Advertising**

Banners (Tie-Down) (Baseball, Football, Basketball, Softball)

Advertisement on the JumboTron or Scoreboard

Replace side advertisement panels on scoreboards (High School Only) with Beverage Provider logo



## Attachment B

### Additional Considerations/Benefits

In addition to the consideration specified in the Agreement, Proposer shall provide the following further consideration to the Customer.

- A. Proposer will provide annual Product donations of up to a total of **100 cases 12 ounces cans of carbonated soft drinks or 16.9 ounces water** per year upon Customer's request, provided however, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests.
- B. Proposer will provide custom tie-down banners on request from one central contact – Principal or Athletic Director for agreed upon school events (4 Max).
- C. Proposer will provide Annually one (1) High School Custom Gatorade Sideline kit including:
  - 4 (Four) 10-gallon Coolers, 2 (Two) 7-gallon Coolers, 2 (Two) 3-gallon Coolers, 2 (two) 60-Quart Chest Coolers w/Wheels, 3 (Three) Gatorade Double Cooler Sideline Carts, 4 (Four) cases of Gatorade Towels (50 each), 10 (Ten) cases of 7 ounces Gatorade cups, 4 (Four) cases of 32 ounces Gatorade Squeeze Bottles (50 each), 10 (Ten) 32 ounces Gatorade Squeeze Bottle Carriers (hold 6 bottles each), (25) cases of Gatorade Powder 12 seven-gallon packages per case (flavors subject to change).
- D. Proposer agrees to provide an annual Value of \$3,000 Annually in Media Support in return for 4 (Four) 30 second Ads on JumboTron during each Dobyns-Bennett Varsity Home Football Game, 4 (Four) 30-second Ad on Digital Media Board during each Dobyns-Bennett Varsity Boys & Girls Basketball Game, 1(One) Ad panel with approved logo at each Athletic Facility. Ad panel will be provided by the vendor to Dobyns-Bennett High school for display. Check for Media Support will be made to Dobyns-Bennett Athletics.
- E. Proposer agrees to provide \$1,000 Annually in Eastman Softball Tournament Scholarships.
- F. Products or Beverages donated by an individual or entity to the Customer/Facilities may be offered, sold or served.
- G. Proposer agrees to provide concessions trailer for Dobyns-Bennett Concessions.