

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, March 2, 2023, and at that time publicly opened in Room 436, City Hall located at 415 Broad Street., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: Food/Beverage Concession Services for Kingsport Parks & Recreation

Documents for the above referenced item are available online at kingsporttn.gov/city-services/purchasing. Interested parties may also contact the Procurement Department at (423) 229-9419.

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.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.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 "Food and Beverage Concession Services for Kingsport Parks & Recreation". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 02/12/23

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on March 2, 2023 at which time it will be publicly opened in Conference Room 436, City Hall, 415 Broad Street, Kingsport, Tennessee.
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
225 W. Center Street
Kingsport, Tennessee 37660
Proposal for Food/Beverage Concession Services
- C. An original hard copy and three (3) additional hard copies of the Proposal are required.
- D. 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.
- E. No submitted Proposal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.
- F. 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 Procurement Manager by the end of the business day, February 20, 2023 and addendum will be issued by 4:00 P.M., Eastern time, on February 22, 2023 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Written requests for clarification shall be submitted to the Procurement Manager by email to brentmorelock@kingsporttn.gov.

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 and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- B. 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 Proposer, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, 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 a contract/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.

- D. Limitation of Remedies – Any remedies in the Proposer'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.
- E. All agreements related to the purchase and sale of any product pursuant to this bid 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."
- F. Insurance – 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.

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.

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."

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.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. 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.
- I. 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.
- J. 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.

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

O. 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.

P. DRUG FREE WORKPLACE REQUIREMENTS:

1. 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.

Q. ELIGIBILITY:

1. 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.

R. GENERAL:

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

S. IRAN DIVESTMENT ACT:

1. 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.

T. 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.

U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

3. 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.

REQUEST FOR PROPOSAL

FOOD/BEVERAGE CONCESSION SERVICES Kingsport TN City Parks & Recreation Department



CITY OF KINGSPORT, TENNESSEE

Proposal Due Date/Time:
March 2, 2023

City of Kingsport
Procurement Department
415 Broad Street
Kingsport, TN
37660

**Request for Proposal
Food & Beverage
Concession Services**

**Domtar Park, Brickyard Ballfields, ECU Miracle Park,
V.O. Dobbins, Sr. Complex, Civic Auditorium,
Lynn View Community Center**

City of Kingsport

The City of Kingsport invites interested parties to submit proposals for the provision of seasonal food and beverage service concessions for Domtar Park Located at and for special events year round to be held in various City park facilities. **Proposals must include** a sample menu and goods to be provided in accordance with the following requirements:

Food items – hotdogs, hamburgers, popcorn, soft drinks, candy, chips, pizza, chicken nuggets, sandwiches, pretzels, nachos, Healthy (if practical) other items as approved by the City. List any additional items to be sold and proposed price list.

A list of items to be sold with proposed prices **must be included** in proposal response. This list must be approved by the City through its Parks & Recreation Department. Prices are subject to review and discussion at the time of each renewal. A constant supply of ice is required.

Proposals **must include** the percent% of commission of concession/food service gross sales profit (total revenue before expenses) to be paid to the City of Kingsport.

EQUIPMENT

The City will furnish the concession equipment listed on the exhibit page. Please **provide a list** of any concession equipment or items the Proposer wishes to furnish or will furnish.

HOURS OF OPERATION

Proposer must be prepared to open concession operations seven days\evenings as dictated by schedules and special events. Normal operating schedules include opening concession areas at least sixty minutes prior to the start of all scheduled events, remaining open through all events and close when events are completed. Exceptions to this schedule will be considered upon request to the Parks and Recreation Manger and/or their designee.

THIS CONTRACT MAY NOT BE SUBLET.

EXAMINATION OF SITE

A site visit is recommended for all proposers. Proposers are requested to inform the contact person of the number of persons expected to attend no later than 24 hours before requested site visit.

CONTACT PERSON

The contact person for this RFP is:

Kitty Frazier, Manager, CPRP

Telephone: 423-229-9457

Email: KittyFrazier@kingsporttn.gov

SCOPE OF SERVICES

Services are requested for seasonal league/tournament play and special events/programs as follows:

Domtar Park - April through November or as scheduled;
Brickyard Ballfields – April through November or as scheduled;
ECU Miracle Park – April through November or as scheduled;
V.O. Dobbins, Sr. Complex - October through February or as scheduled;
Civic Auditorium – as needed;
Lynn View Community Center – as needed.

Proposer may submit to provide concession operations at all locations or the locations of choice.

The City is seeking a successful and appropriately experienced Proposer to provide food/beverage service operations at the specified facilities. Proposers must demonstrate knowledge and experience in the operations of food/beverage service concessions and related activities and knowledge of the legal requirements, which are involved in this type of operation. Proposers must provide evidence of financial ability to provide this service for the City.

The selected Proposer will be expected to operate the food concession services in a manner normally associated with the foodservice industry. At a minimum foodservice must be provided during regularly scheduled operating hours of the facilities for league play and scheduled special events. The selected Proposer will be expected to promote the programs/events and the foodservice operation through methods approved by the City of Kingsport.

PROVIDE PAST EXPERIENCE OF RELATED TYPES OF FOODSERVICE

Provide at least three (3) references with names and telephone numbers that can verify your business credentials and work performance.

SERVICE DELIVERY AND REQUIRED SERVICES

The selected Proposer will have use of the concession areas at each facility. The responsibility for securing and providing security for these areas will rest with the selected proposer. The City shall not accept any responsibility for securing the concession area. Providing security for these areas shall remain with the selected proposer and the City shall not accept any responsibility for the Proposer's equipment or supplies.

The selected proposer shall provide all personnel to adequately operate food service vending operations at each facility in accordance with all state and federal employment regulations.

The selected proposer shall provide all computer related equipment, electronics, cash registers, safes, and internet service, etc. as needed.

The selected proposer shall maintain a clean environment at each facility and meet all TN health and safety requirements. Selected proposer is responsible for acquiring any/all permits and licenses necessary for food service operations and distribution.

The selected proposer shall maintain all City of Kingsport facilities and equipment in proper working order and notify designated City personnel of any facility and/or equipment damage.

The City reserves the right to inspect the concession/food service areas at each facility at any time.

OPERATING SERVICES

The selected proposer shall furnish good, prompt and efficient service, adequate to meet all reasonable demands, including established minimum schedule and hours of operation, subject to approval by the City through its Parks & Recreation Department. Minimum service levels should include: Provide a wide variety of food and beverage services meeting the users' needs. This component of the operation must be open during the normal operating hours of the facility as scheduled.

The selected proposer shall not have exclusive rights as special events may require additional vendors. Additional vendors may be utilized at the sole discretion of City's Parks & Recreation Department.

The selected proposer shall honor all aspects of the City of Kingsport pouring rights agreement with Coca-Cola Bottling Company (CCBC) through May 2025.

CONTRACT TERM

The initial term of the contract will be for a period of three years with the option for annual renewals provided all terms and conditions are acceptable to both parties. Costs or fees shall remain firm for the contract period. The City reserves the right to re-bid at the end of the contract period.

CONTRACT AWARD

The Contract award, if made, shall be made to the Proposer whose response shall be deemed to be in the best interest of the City. Considerations in the award shall be experience, qualifications, proposed menu, financial proposal and ability to meet the city's insurance requirements.

CONTRACT TERMINATION

Either party may terminate this contract with sixty (60) days written notice without cause. In the event of termination the City shall have the right of first refusal to purchase all of the selected Proposer's inventories at the proposer's cost.

EVALUATION CRITERIA

Proposal responses will be evaluated on responsiveness, experience, financial offer and ability to complete the scope of service successfully as well as City of Kingsport Code of Ordinances and applicable State Law.

RIGHTS AND OPTIONS OF THE CITY OF KINGSFORT

The City reserves the following rights and options:

- Determine those proposers who are most qualified.
- Reject any or all proposals for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this RFP.
- Cancel this RFP with or without the submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent

EXHIBIT A

The following items are owned by the City of Kingsport and located at the Domtar Park concession buildings.

<u>ITEM</u>	<u>QUANTITY</u>
Mantowac Ice machine	(1)
Hoshizaki Ice machine	(1)
Metro Player Hold warmer	(3)
Roller Grill	(2)
Grindstaff Hot chocolate maker	(1)
Cappuccino/Hot chocolate maker	(1)
Frigidaire ice chest	(2)
Stainless stand up commercial freezer	(2)
Victory - stainless steel cooler/chest	(2)
Victory - stainless steel side by side commercial refrigerator	(2)
3 compartment stainless steel sink and separate hand sink	(2)
Nacho Grande cheese Dispenser	(2)
Stainless steel warmer (drawer)	(2)
Stainless steel table/cabinets (3'H x 8'L x 2.5D)	(4)
Coca cola drink coolers	(8)
Floor mats	(4)
Built in cabinets	
Built in soda dispensing lines for fountain drinks	
Suspended electrical outlets	

The following items are owned by the City of Kingsport and located at the V.O. Dobbins, Sr. Complex Concession area.

<u>ITEM</u>	<u>QUANTITY</u>
Residential- top freezer/refrigerator	(1)
Built in cabinets	
Stainless steel sink	

No concession equipment is available at the Civic Auditorium or Lynn View Community Center.

The following items are owned by the City of Kingsport and located at the Brickyard Park concession building.

<u>ITEM</u>	<u>QUANTITY</u>
Mantowac Ice machine	(1)
Metro Player Hold warmer	(3)
Roller Grill (Gold Medal)	(1)
Artic Air - stainless steel stand up commercial freezer	(1)
Turbo Air - stainless steel cooler/chest	(1)
True - stainless steel side by side commercial refrigerator	(1)
Cappuccino/Hot chocolate machine (Gold Medal)	(1)
3 compartment stainless steel sinks and hand wash sink	(1)
Stainless steel warmer (drawer)	(1)
Nacho Grande cheese Dispenser	(2)
Stainless steel table/cabinet (3'H x 8'L x 2.5D)	(1)
Coca cola drink coolers	(3)
Metal shelves	(1)
Walk in freezer	(1)
Built in cabinets	
Built in soda dispensing lines for fountain drinks	

The following items are owned by the City of Kingsport and located at the Miracle Park concession building.

<u>ITEM</u>	<u>QUANTITY</u>
Gold medal popcorn machine	(1)
Hoshizaki Ice machine	(1)
Metro Player Hold warmer	(3)
Roller Grill (Gold Medal)	(1)
Economy – stainless steel stand up commercial freezer	(1)
Economy - stainless steel commercial refrigerator	(1)
“Hot and Fresh” warmer	(1)
3 compartment stainless steel sinks and hand wash sink	(1)
Nacho Grande cheese cup warmer	(1)
Stainless steel table/cabinet (3'H x 5'L x 2.5D)	(1)
Coca cola drink cooler	(1)
Built in cabinets	
Built in soda dispensing lines for fountain drinks	

February 7, 2023 - Inventory