

INVITATION FOR REQUEST FOR PROPOSAL

Office of Finance
100 West First North Street
Morristown, TN 37814

INTRODUCTION

The City of Morristown is requesting proposals from qualified vendors to provide food and beverage concession services. The proposed scope of services is discussed herein.

Proposer shall return Request for Proposal in **SEALED** envelope to:

City of Morristown
Attn: Ashley Ahl, Purchasing Assistant
100 West First North Street
Morristown, TN 37814

Public opening of the Request for Proposal will be held at the above address at the deadline date and time designated in the Invitation for Request for Proposal.

| | |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| DATE ISSUED: | Friday, January 25, 2019 |
| RFP TITLE: | Food and Beverage Concessions |
| RFP DEADLINE DATE & TIME: | Wednesday, February 13, 2019; 2:00 p.m. Eastern Time (local prevailing time) |
| RFP OPENING LOCATION: | Morristown City Center, Community Room, 2 nd Floor |
| MANDATORY PRE-RFP MEETING | Wednesday, February 6, 2019; 2:00 p.m. Eastern Time (local prevailing time) located in the Community Room, 2 nd Floor |
| RFP CONTACT: | Ashley Ahl, Purchasing Assistant |
| CONTACT PHONE: | 423.585.4622 |
| CONTACT EMAIL: | purchasing@mymorristown.com |

Signature of Authorized Representative: _____

Name of Company: _____

CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSAL – FOOD AND BEVERAGE CONCESSIONS

TERMS AND CONDITIONS

1. **REQUIREMENTS FOR RFP SUBMISSION.**
 - a. COMPLETE, UNBOUND, ORIGINAL, proposal.
 - b. Complete and original request for proposal with “Proposer Initial” completed by authorized representative.
 - c. All proposals shall be submitted SEALED, envelope clearly marked with the proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
 - d. Copy of Firm’s IRS W-9 Form.

2. **PROPOSALS RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown’s Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the proposal is received by the City of Morristown’s Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

3. **TAX EXEMPT.** The City of Morristown is a tax exempt entity. The successful vendor will be provided with an executed copy of tax exempt form.

4. **ANTI-COLLUSION.** The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

5. **AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

6. **OPEN RECORDS ACT.** Once the proposal document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.

7. **PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month’s statement being received in the City of Morristown’s Finance Office.

8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.

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9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **NO SUBMISSION.** If you choose to not respond to this sealed proposal request, advise City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors, suppliers, or others by the proposer or the employee of any of them.
13. **DRUG-FREE WORKPLACE.** The proposer understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the proposer must comply with all State and Federal drug-free workplace laws, rules and regulations. The proposer agrees to comply by the execution of the "Proposer Initial" located at the bottom of the page.
14. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
15. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
16. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publicly opened.
17. **ORIGINAL PROPOSAL DOCUMENT.** The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.

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18. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. **PROPOSAL APPROVAL BY LEGISLATIVE BODY.** The proposal awarding must be approved by the City of Morristown, City Council.
20. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
21. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or proposer shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
23. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
24. **ADDENDA.** In the event that it becomes necessary to revise any part of this proposal, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
25. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
26. **IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA 12-12-106.
27. **QUESTIONS.** All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to purchasing@mymorristown.com.

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VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her RFP with other proposers and has not colluded with any other proposer or parties regarding the RFP whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the RFP list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this RFP is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

| | |
|---------------------------------------------------------------|--|
| COMPANY NAME: | |
| CONTACT PERSON: | |
| CONTACT PERSON TITLE: | |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE: | |
| FEDERAL TAX ID # (or Social Security #, if applicable) | |
| STREET ADDRESS: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| EMAIL: | |
| DATE: | |

**By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.

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EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.

Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. NO EXCEPTIONS ARE TAKEN.

| | |
|-------------------------------------------|--|
| FIRM NAME: | |
| AUTHORIZED REPRESENTATIVE: (printed) | |
| AUTHORIZED REPRESENTATIVE: (signature) | |
| DATE: | |

Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

| | |
|-------------------------------------------|--|
| FIRM NAME: | |
| AUTHORIZED REPRESENTATIVE: (printed) | |
| AUTHORIZED REPRESENTATIVE: (signature) | |
| DATE: | |
| EXCEPTIONS TO NOTE: | |
| | |
| | |
| | |

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “Non-Responsive”, risking the rejection of their submittal.

**CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSAL – FOOD AND BEVERAGE CONCESSIONS**

OVERVIEW

The City of Morristown is seeking proposals from qualified vendors to provide food and beverage concessions. The qualified proposer will provide concessions for a variety of activities at several City operated parks.

The City of Morristown has approximately fifteen (15) park locations that host a variety of athletic activities including but not limited to baseball, softball, football, soccer, and other special events.

Upon the approval of the selected proposal, the City of Morristown is seeking an initial contract that will cover approximately a three (3) year term that begins after City Council approval. The term will run from approximately February 7, 2019 to June 30, 2022. Thereafter, the City reserves the right, at its sole option, to extend the term of the services for an additional two (2) year term(s), or seek new proposals as it deems appropriate.

A MANDATORY Pre-RFP meeting will be held on Wednesday, February 6, 2019 at 2:00 p.m. located in the Community Room on the 2nd floor at the City of Morristown.

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SCOPE OF SERVICES

The food and beverage concession services shall consist of, but are not limited to, the following:

1. Vendor shall, at their own expense, furnish and maintain a sufficient amount of movable equipment in usable condition to include, but not limited to soda fountains, show cases, cash registers, ice cream cabinets, popcorn machines, coolers, refrigerators, coffee urns, tables, utensils, dishes, and any other equipment deemed necessary.
2. Vendor shall service and dispense foods, refreshments, confectionery and beverages at such times as public needs require in quantities adequate for the needs of the public and at locations now in use and provided for the purpose.
3. The vendor shall not permit garbage and other refuse to accumulate or gather in or about any of the buildings or structures occupied by the concessionaire except in suitable covered receptacles.
4. Vendor must furnish all labor, services, material, supplies, and equipment necessary to maintain a clean, orderly, and inviting condition on all premises used and occupied by vendor.
5. Vendor shall provide a sufficient number of employees to open on time and serve the public promptly and efficiently.
6. The vendor shall keep all concessions provided for in operation during all reasonable hours and at such times as the public needs require, except where the hours of operation are specified.
7. Vendor shall be responsible for contacting Parks and Recreation on playing conditions/schedules affected by weather such as rain, snow, and stormy conditions.
8. Parks and Recreation records indicate that the parks are patronized primarily by people of all ages, and family groups that have moderate to average incomes. The successful vendor shall offer concessions that are reasonably priced.
9. The vendor shall keep adequate records on all receipts and disbursements in connection with the operation of all concessions provided.
10. The vendor shall allow the City access to all premises at all reasonable hours for the purpose of examining and inspecting said premises.
11. All Request for Proposal quotes must state the gross percentage offered.

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STATEMENT OF QUALIFICATIONS

Proposer Qualifications:

1. The proposer shall provide assurance that a supervisor is available to monitor the program and certify that concessions are opened timely and properly maintained. Please detail your level of availability.
2. Proposer shall adhere to fully the scheduling set by the Morristown Parks and Recreation Department.
3. Proposer shall provide in detail their experience in concessions.
4. Proposer is responsible for all licenses and permits required to conduct concessions and shall be responsible for any and all associated costs. Please include all licenses and permits with proposal.
5. Proposer shall provide three (3) references for similar food and beverage concession agreements.
6. Selected proposer will name the City of Morristown as an additional insured in the amount of \$1 million with proof of workers compensation of at least \$500,000 and maintain such insurance for the duration of contract. Proof of insurance shall be verified before contract approval.

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CITY OPERATED PARKS AND FACILITIES

Sherwood Park

King Park

Popkin Fields

Hillcrest Park

Frank Lorino Park Softball Fields

Frank Lorino Park Challenger Field

Frank Lorino Park Baseball

Frank Lorino Park Soccer Fields

Frank Lorino Park Football Fields

Wayne Hansard Park Softball/Baseball/Disc Golf

Wayne Hansard Park Soccer Fields

Talley-Ward Center

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SELECTION CRITERIA

Proposals will be evaluated based on the evaluation criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial abilities of the Proposer. All proposals should be structured to include the following criteria.

1. Statement of Qualifications (Point Value: 25 points)

Describe your experience and all qualifications applicable to the requirements listed above. Values will be based on the proposer's experience and qualifications of the individuals that will be working directly with the City of Morristown. Please include your organizational chart that specifically identifies the individuals that will be working directly with the City of Morristown to provide the requested services.

2. Availability (Point Value: 25 points)

Please detail the availability of a supervisor to monitor the program as well as staffs' ability to meet time estimates and adhere to scheduling.

3. References (Point Value: 20)

At least three client references in total should be provided. Please include contact information for all references submitted as well as locations.

4. Compensation (Point Value: 30 Points)

Proposals must indicate the gross percentage for food and beverage concessions as mentioned in the Scope of Services.

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**THE CITY OF MORRISTOWN, TENNESSEE
COMPANY/CONTRACTOR AFFIDAVIT FORM**
Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDED AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR QUALIFICATIONS (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the RFP. Failure of this properly executed document to be included with the proposal shall render the proposal as incomplete and void.

COMPANY NAME _____

NAME (PRINT) _____ PHONE _____

TITLE _____ FAX _____

SIGNATURE _____ DATE _____

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(TO BE COMPLETED BY NOTARY)

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this day of _____, 20__

Notary Public

My commission expires: _____