



Request for Proposal

Concession Stand Operations

Issued: February 24, 2020

Pre-Proposal Meeting: Tuesday, March 3, 2020

2:00pm

Camp Jordan Arena 323 Camp Jordan Parkway – East Ridge, TN 37412

Due Date: Thursday, March 5, 2020, 2:00 pm

City of East Ridge Parks and Recreation Department

Concession Stand Operations

REQUEST FOR PROPOSAL (RFP)

The City of East Ridge (the City) is soliciting proposals in order to identify individuals and/or businesses qualified to operate the City's concession stands located throughout the City's Parks. The selected concessionaire will be required to operate the concession stand according to the terms and conditions as outlined in the City's Concession Agreement, this RFP, and the selected concessionaire's proposal. This RFP is intended to encourage concessionaires to clearly show that they are qualified to provide food and beverage services in a consistent and revenue positive manner. Each proposal must clearly identify their knowledge of concession operations, food safety practices, contract relations and demonstrate financial stability. Requirements and City of East Ridge needs are outlined in this RFP.

I. RFP TERMS AND CONDITIONS

- A)** This RFP does not commit the City to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the City, do not meet the minimum requirements, including without limitations the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the City and if required by law may be subject to public disclosure by the City or any authorized agent of the City. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- B)** It shall be the proposer's responsibility to review and verify the completeness of its proposal. The City may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The City may request to inspect properties or contact clients referenced in the proposer's proposal. The City also reserves the right to conduct investigations with respect to the qualifications of a proposer.
- C)** Verbal communication made by any City employee or agent of the City with respect to this RFP is not binding and shall not in any way be considered as a commitment by the City. Only written responses to questions submitted in writing to the City or written addenda to this RFP issued by the City will be considered binding on the City.
- D)** City employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract awarded to, any City employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the City's sole judgment, violates these conditions or the spirit of these conditions.
- E)** The City reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiations:
 - i.** To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so;

- ii. To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more proposers for negotiation and to cancel this RFP with or without issuing another RFP;
- iii. To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- iv. To reject the proposal of a proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or another entity, is financially or technically incapable, or is otherwise not a responsible proposer;
- v. To reject as informal or non-responsive any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations or items of work not called for by this RFP;
- vi. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- vii. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the proposers following proposal submission;
- viii. To request that some or all of the proposers modify proposals based upon the evaluation of the City.

F) The City reserves the right to negotiate terms with the accepted or winning proposal. The City shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the City, in its sole discretion, determines that doing so and permitting such is in the City's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the City reserves the right to discontinue negotiations. Additional individuals and/or businesses may be asked to enter into negotiations and/or the City may solicit new proposals.

II. EAST RIDGE CONCESSION FACILITIES

- Camp Jordan Arena – 323 Camp Jordan Pkwy, East Ridge, TN 37412 (1 Concession)
- Camp Jordan Sports Complex – 323 Camp Jordan Pkwy, East Ridge, TN 37412 (4 Concessions)
- East Ridge Community Center – 1515 Tombras Avenue, East Ridge, TN 37412 (1 Concession)

III. CONCESSION AREA

The concession facility is intended for food and drinks and occasional promotional items. The City will provide and pay for utility services to the concession stand. The selected concessionaire will be allowed to use the City's existing equipment in the concession stand, but will be responsible for the maintenance, repair and care of such equipment during the term of the contract. If any City equipment becomes inoperable, and repair is not economically feasible, the City will be responsible for replacement of such equipment, provided it is not the result of any negligent act or omission of the selected concessionaire or its worker(s). Any additional equipment necessary for the operation of the concession stand must be provided by the selected concessionaire (and maintained, repaired and/or replaced by the selected concessionaire). The selected concessionaire shall be responsible for any damage to the concession stand resulting from any negligent act or omission of the selected concessionaire or its worker(s). The City will provide pest control for the entire building including the concession stand.

IV. CONCESSION OPERATIONS

Concession operation will be a key component to the overall character of the Park system. The selected concessionaire shall operate the concession stand in compliance with all local, state, and federal laws and all ordinances and other governmental permits, rules, and regulations, including all Tennessee Department of Health rules, codes, and regulations. The selected concessionaire shall obtain all permits, certifications, and inspections required to operate the concession stand and to sell food and drinks. Additionally, the selected concessionaire will be required to satisfy the following conditions as a part of the concession operation:

A) Personnel

The selected concessionaire will be responsible for hiring and supervising the necessary personnel to operate the concession stand. The selected concessionaire will comply with all federal, state and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and worker's compensation. The selected concessionaire's personnel shall wear a uniform with a logo.

B) Operating Hours & Season

Hours of operation may vary based upon seasons, weather, scheduled activities, and business operation. The desire is that the concession facility will be open during prime use times of the park to serve the general public. However, minimum hours of operation shall be thirty (30) minutes from the beginning of a scheduled activity until fifteen (15) minutes from the conclusion of the scheduled activity. Scheduled activities would be City sponsored activities and special events. The selected concessionaire has the right to bring in outside food and drink vendors such as food trucks for Special Events and Activities; however, the agreed upon commission structure still applies. Outside vendors are also allowed for private Special Events and Athletic Tournaments. An ideal concept for the concession operation is that it creates a unique park experience that offers a special place for enjoying a cup of coffee, cold drink, snack, etc. while enjoying the beauty and serenity of the facility. The City encourages the concessionaire to be creative in establishing a distinctive concession business that expands beyond the typical park concession operation and creates a unique operation generating a customer base that makes the City's facilities one of their favorite places to spend a morning, afternoon or evening. The use of food trucks is encouraged, especially for special events. A food truck ordinance may be enacted in the future. Consideration will be taken for food trucks in this contract, but an addendum may be necessary to stay in compliance. The ordinance will prevail over the contract. Game or league schedules will be provided to the concessionaire as soon as they are made available.

C) Menu Items

The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. Menu items such as pizza, sandwiches, hot dogs, nachos, pastries, and other snacks should be offered at competitive prices for similar facilities. Beverages should include at a minimum soda, tea, coffee, sport drinks, and bottled water. Additional beverages such as juice drinks and lemonade as well as frozen drinks and/or snow cones would also be appropriate.

The City has a beverage contract with Chattanooga Coca-Cola. The selected concessionaire shall purchase all beverages in accordance with the contract directly from Chattanooga Coca-Cola. Failure to do so will result in immediate termination of the concessionaire contract.

All menu items and prices must be submitted to the City for approval prior to any product sales.

D) Concession Supplies

All supplies needed to support food and beverage operations are the sole responsibility of the concessionaire, including but not limited to foodstuffs, utensils, employee uniforms, aprons, and caps.

E) General Appearance/Cleanliness/Maintenance

The concessionaire shall be responsible for keeping the concession stand in a neat, clean, and sanitary condition at all times. Ongoing regular care of all floor service areas shall be the responsibility of the concessionaire. The concessionaire shall be responsible for keeping the surrounding general area neat, clean, and free of trash to include bussing of tables provided for concession patrons located in or near the concession building. The City will provide adequate receptacles for trash and concessionaire will ensure that receptacles do not become overfilled during hours of operation. Concessionaire will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Mops, brooms, and other janitorial supplies necessary to clean the concession stand are the responsibility of the concessionaire.

The City shall provide daily cleaning of restrooms and will provide restroom supplies (toilet paper, hand soap, etc.). The concessionaire shall notify City park staff if they observe the need for additional maintenance needs for restrooms.

V. Contract Term

The contract will be a three (3) year contract **July 1, 2020 – June 30, 2023**, with a possible one-year extension if both parties can reach mutually agreeable terms which may amend some of the initial terms of the original contract.

VI. Qualifications

To ensure a high-quality level of operation for the concession stand, proposers must demonstrate minimum experience and qualifications. Proposers must provide evidence of the following:

- A) Experience in successfully operating and managing a similar type of business
- B) Fiscal solvency
- C) Demonstrated track record of being an equal opportunity employer
- D) Must not be currently indebted to the federal government, State of Tennessee, or the City of East Ridge for non-payment of taxes, fines, judgments, liens, or fees

VII. PROPOSAL INSTRUCTIONS

Submission Date and Requirements:

Completed proposals must be submitted no later than March 5th, 2020 by 2:00 pm to the following address:

City of East Ridge – Janet Middleton
ATTN: Concession Proposal 3/05/2020
1517 Tombras Avenue
East Ridge, TN 37412

Questions can be directed to Adam Wilson, Director of Parks and Recreation at 423-551-0538 or awilson@eastridgetn.gov

The following conditions apply to this submission:

- Proposals must be signed, in ink, by an individual duly authorized to bind the Proposer and must be sealed and labeled on the cover with the RFP title (**Concession Proposal 3/05/20**) and Proposer's name
- Proposals submitted must be one (1) original with three (3) copies.
- Proposals or proposal components will not be accepted via facsimile (fax) transmission or e-mail
- Proposal shall remain open and binding for 90 days from the date of proposal submission deadline
- The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

VIII. REQUIRED ELEMENTS OF PROPOSALS

Respondents may submit any information they deem necessary and appropriate for the City to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

- A) A letter of interest
- B) Qualifications of the Proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated, type of retail sales, etc.
- C) A sample menu, including proposed prices.
- D) A current inventory list of concession equipment (in good working condition) either owned or leased.
- E) Financial Return - A proposed financial return to the City of East Ridge that may include: annual lease, percentage of gross concession revenue, provide a statement outlining how concessionaire will document and report revenues and expenditures.
- F) At least three (3) persons or businesses that have firsthand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession. References should include current addresses and phone numbers.
- G) A proposed gross sales commission commitment to the City for year 1, 2 and 3 of the contract.
- H) Document any successful history your company has operating a Point of Sale Register in which credit card payments are accepted.
- I) Include food safety certifications and the most recent health department inspections.

IX. REVIEW OF PROPOSAL RESPONSES AND SCHEDULE FOR SELECTION

All qualified proposals received by the deadline will be evaluated by appropriate City officials. Upon the review and discussion of the quality and responsiveness of the proposals received, a recommendation will be made to the City Manager and City Council.

The City's proposed schedule for review of the RFP submittals and final selection of the concessionaire is as follows:

- February 24th, 2020 - Request for proposals posted
- March 3rd, 2020 – Pre proposal meeting
- March 5th, 2020 - Proposals due to City of East Ridge – Janet Middleton City Recorder, by 2:00pm.



Proposal Submittals

Proposal should be submitted to East Ridge City Hall – Janet Middleton, City Recorder along with this signed page of the RFP (**Due Date: Thursday, March 5th, 2020 2:00 pm**)

Mail proposals to: City of East Ridge – Janet Middleton
Attention: Concession Proposal 3/05/2020
1517 Tombras Avenue
East Ridge, TN 37412

For more information, call 423-551-0538

Applicant Name(s): _____

Company Name (if one): _____

Mailing Address: _____

Email Address: _____

Contact Phone #(s): _____

Signature: _____ Date: _____

COMMISSION PROPOSAL

Year # 1 GROSS PERCENTAGE AMOUNT (July 1, 2020 – June 30, 2021): _____

Year # 2 GROSS PERCENTAGE AMOUNT (July 1, 2021 – June 30, 2022): _____

Year # 3 GROSS PERCENTAGE AMOUNT (July 1, 2022 – June 30, 2023): _____

POINT OF SALE TRANSACTION SYSTEM TO BE USED: _____

IRAN DIVESTMENT ACT CERTIFICATION
EFFECTIVE DATE JULY 1, 2016

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted. Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the "Iran Divestment Act." The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State's website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal** made to a local government for goods or services, when competitive bidding is required, **must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. **It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government**, except under limited enumerated circumstances.

I certify, under penalty of perjury, that the following statement is true:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Company Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

<p>STATE OF _____</p> <p>COUNTY OF _____</p> <p>On this _____ day of _____, 20____, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.</p> <p>Notary Public _____</p> <p>Print Name _____</p>
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