

**PUBLIC NOTICE
ADVERTISEMENT FOR BID #1223**

The City of Springfield Parks and Recreation Department is accepting sealed bids for the following:

CONCESSION SERVICES

Specifications may be obtained at www.springfieldtn.gov. Questions may be directed to Terry Martin at 615-382-1655. Sealed bids must be received in the Office of the City Recorder by 2:15 pm local time on Tuesday, November 29, 2022. The City of Springfield reserves the right to reject any and all bids.

Lisa H. Crockett
City Recorder

**SPECIFICATIONS
CITY OF SPRINGFIELD
PARKS AND RECREATION DEPARTMENT
CONCESSION SERVICES BID # 1223**

The City of Springfield Parks and Recreation Department is inviting interested persons to submit sealed bids to provide seasonal concession services for the following facilities: The Baseball/Softball Complex at Travis Price Park, MLK, Jr. Park, and The Center. The vendor awarded the bid shall have the exclusive right to sell concessions at these facilities, during city sponsored events only. Vendor shall have first right of refusal for non-city sponsored events and activities on said property.

Term of Contract: The contract shall be for a term of two (3) years extending from March 1, 2023 to February 28, 2026. The vendor shall be required, at a minimum, to provide concession services during the months of January through November of each calendar year.

Minimum Food Items: The vendor shall provide, at a minimum, the following items for sale: hamburgers, hot dogs, popcorn, chips, candy, any drink products distributed by Parks and Recreation designated vendor, coffee, and hot chocolate (seasonally). The vendor may provide additional items for sale with the approval of the Parks and Recreation Department.

Proposed Prices: All proposed prices shall be approved by the Parks and Recreation Department in advance.

Equipment: The Parks and Recreation Department shall provide concession stands and basic utilities. Air conditioning is provided at Travis Price Park, and MLK, Jr. Park. One icemaker is provided at Travis Price Park. The vendor is responsible to have ice at the other facilities. The vendor shall furnish the equipment necessary to provide the goods and services agreed upon.

Vendor Responsibility: The vendor is responsible to provide a sufficient number of qualified and trained employees to operate and clean the concession stands, as well as to cleanup trash generated from the consumption of items sold in the spectator areas and fenced areas of the ball fields. The vendor is responsible for purchasing their own trash bags and paper towels or napkins. The Parks and Recreation Department shall provide trash cans and trash can pickup. The vendor shall provide gross revenue statements for the calculation of fees to be paid to the City and shall also secure any required business and health licenses. In addition, the vendor

shall ensure that its employees, product and equipment are in compliance with state and local health codes at all times.

Hours of Operation: The vendor shall be prepared to open concession stands as dictated by league schedules and special events. The vendor shall open concession stands at least thirty (30) minutes prior to the start of all events. Concession stands shall remain open throughout all events and shall close when events are concluded.

Gross Revenues and Fees: The vendor shall provide on a bi-weekly basis to the Parks and Recreation Department daily gross revenue reports verified by cash register tapes.

The City of Springfield reserves the right to examine the vendor's gross revenue reports at any time in order to verify that fee payments made to the City are accurate. The vendor shall pay the City of Springfield its fees on the 15th and 30th of every month during which service is offered or the next available business day.

Insurance Coverage: The vendor shall carry a comprehensive general liability insurance policy endorsed to provide coverage for, but not necessarily limited to, premises/operations, products/completed operations, contractual obligations, and broad form property damage. The policy shall have a minimum combined aggregate limit of \$500,000 for bodily injury and property damage. All certificates of insurance shall name the City of Springfield as an additional insured on all contracts and copies must be filed with and approved by the Parks and Recreation Department before the vendor begins providing services.

Indemnification: The vendor shall indemnify, defend and hold harmless the City of Springfield, its appointed or elected officials, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs and expenses whatsoever arising out of the vendor's use and occupancy of the City of Springfield's property.

Contract Termination: The vendor shall have the right to cancel the contract with sixty (60) days written notice. The Parks and Recreation Department may cancel the contract immediately if the vendor fails to meet or comply with any of the terms and conditions of the contract. The Parks and Recreation Department may also cancel the contract at anytime due to prevailing customer dissatisfaction with the quality of the food, provided that the vendor is first given notice in writing of such dissatisfaction and a period of three (3) working days to bring the quality of the food to a satisfactory level.

Basis of Bid Award: The bid shall be awarded to the vendor that offers to pay to the City the highest percentage of its gross sales revenue minus sales taxes.

Bid Opening: Sealed bids must be submitted to the office of the City Recorder, City Hall, 405 North Main Street, Springfield, Tennessee no later than 2:15 pm local time, Tuesday, November 29, 2022. All sealed bids shall be opened immediately thereafter.

I have read the above and agree to provide service as specified above, and to remit The City of Springfield _____ percent of gross sales minus sales taxes, to be paid on a designated day each month. City of Springfield retains the right to refuse any and all proposals.

SIGNED: _____

DATE: _____

PHONE: _____

GENERAL INDEMNITY

I, _____ hereby indemnify, defend and hold harmless the City of Springfield, its appointed or elected officials, employees, agents and each of them for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorney fees, costs and expenses of whatsoever kind of nature, arising out of my use and occupancy of the City of Springfield's property as stated in this agreement.

The City of Springfield reserves the right to reject any and all bids.

IRAN DIVESTMENT ACT NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012.”

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

List Date: August 24, 2021

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipet (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

IRAN DIVESTMENT ACT

“By the 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 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 a person included within the list created pursuant to § 12-12-106.”

Signature: _____

Date: _____

Title: _____