

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS

Food, Beverage, and Related Concessions
Public Assembly Facilities

Proposals to be Received by 11:00:00 a.m., Eastern Time
March 19, 2019

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

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**City of Knoxville
Request for Proposals
Beverage, Food, and Related Concessions
Public Assembly Facilities**

I. Statement of Intent

The City of Knoxville is requesting proposals from responsible firms or teams to provide food, beverage, and related concessions, with the possible inclusion of banquet catering, at the Knoxville Civic Auditorium/Coliseum and at Chilhowee Park & Exposition Center.

The City of Knoxville plans to enter into a contract with the successful proposer for a period of three years with two (2) optional one-year extensions by written, mutual agreement.

II. RFP Time Line

Availability of RFP	February 26, 2019
Pre-proposal conference.....	March 6, 2019
Deadline for questions to be submitted in writing to the Purchasing Division	March 11, 2019
Proposals Due Date	March 19, 2019

IMPORTANT NOTE: A pre-proposal meeting to view the facilities will be held on March 6, 2019 beginning at 1:00 p.m. All interested proposers should meet at the Knoxville Civic Auditorium and Coliseum in the lobby outside the ticket windows for the meeting to begin promptly at 1:00 p.m. The pre-proposal meeting will include a tour through the KCAC and then move over to Chilhowee Park.

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

3.1 Knoxville Civic Auditorium/Coliseum

The Knoxville Civic Auditorium/Coliseum (KCAC), located at 500 Howard Baker Jr. Avenue in Knoxville, Tennessee, consists of a multi-purpose arena, an auditorium, a ballroom, and a small exhibition area. The facility hosts a wide range of events including concerts, sporting events, circuses, ice shows, Broadway-type shows, and cultural events. The KCAC is currently managed by SMG through a contract with the City of Knoxville.

3.2 Chilhowee Park and Exposition Center

The Chilhowee Park and Exposition Center (CPEC), located at 3301 East Magnolia Avenue in Knoxville, Tennessee, hosts approximately 65 events per year. CPEC is a multi-purpose facility which includes a 57,100-square foot exhibition building, a 4,500-seat outdoor amphitheater, a show arena which seats approximately 750 persons, 2 barns, and an adjacent multi-purpose pavilion. Chilhowee Park is located on approximately 80 acres suitable for outdoor events including concerts, sporting events, car shows, etc. CPEC is also managed by SMG.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide Beverage, Food, and Related Concessions for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on March 11, 2019.** Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting

entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

5.1 Liquor License and Beer Permit

1. KCAC. The City of Knoxville will require that the Concessionaire shall make application and pay all fees, provide all bonds and take all other necessary action to acquire and maintain a Tennessee liquor license for KCAC. The Concessionaire shall maintain the liquor license in good standing for the contract term and shall comply with all applicable regulations of the Tennessee Alcoholic Beverage Commission. Additionally, the Concessionaire shall make application for, pay all fees, provide all bonds, and take all other necessary action to acquire and maintain an appropriately classified City of Knoxville beer permit. The Concessionaire shall maintain the beer permit in good standing for the contract term and shall comply with all applicable regulations and ordinances of the City of Knoxville. The City, through its SMG General Manager, reserves the right to determine at which events alcoholic beverages will be sold.
2. CPEC. The City of Knoxville may have a lessee which requests alcoholic beverages and/or beer at CPEC. In this event, the Concessionaire would be required to make application and provide this service in the same manner as noted in the preceding paragraph, with the additional requirement that the Concessionaire apply for and obtain event permits and special permits in accordance with the ordinances of the City of Knoxville.

5.2 Facilities, Equipment, and Smallwares

All equipment and smallwares are the property of the City of Knoxville.

Knoxville Civic Auditorium/Coliseum

1. Concessionaire shall be provided space for its operation in KCAC in accordance to terms negotiated in the general contract. It is the Proposer's responsibility to fully investigate the costs involved in providing leasehold improvements, equipment, and smallwares required beyond the terms of those specified in this request for proposal.
2. Concession stands: There currently are several (7) concession stands. Proposals shall include portable equipment to be used at satellite locations in order to facilitate concession service and sales.
3. Support areas: Space will be provided in the facilities for support services. The KCAC facility will also provide an area at ground level for a vendor's preparatory and distribution center.
4. Concessionaire shall provide the SMG General Manager with copies of invoices for all leasehold improvements, equipment, and smallwares installed at the facilities throughout the term of this Agreement for purposes of establishing an inventory of Concessionaire's equipment and to fulfill the investment commitment of its proposal. Concessionaire shall submit a list of its concession assets to the SMG General Manager within three (3)

months of execution of the contract.

Chilhowee Park and Exposition Center

5. Concessionaire shall be provided space for operations in CPEC in accordance to terms negotiated in the general contract. It is the Proposer's responsibility to fully investigate the costs involved in providing leasehold improvements, equipment, and smallwares required beyond the terms of those specified in this request for proposal.
6. Concession stands: There currently is one (1) permanent concession stand inside the Jacob Building.
7. Concessionaire shall provide the SMG General Manager with copies of invoices for all leasehold improvements, equipment, and smallwares installed at the facilities throughout the term of this Agreement for the sole purpose of establishing an inventory of Concessionaire's equipment.

5.3 Utilities

1. The cost of telephone or other communications service shall be at the expense of the Concessionaire. This cost shall include the installation expense of the internal telephone system or other communications system for the Concessionaire's areas which are part of the facilities' master telephone or communications systems.
2. If the Concessionaire's operations require any additional utility capacity and/or outlets beyond those provided for in the general contract, the cost of such installations and hookups will be at Concessionaire's expense.

5.4 Operations and Personnel

1. The public's rights shall not be infringed upon by any activity of the Concessionaire or any of its employees. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner and no pressure, coercion, or persuasion shall be used by the Concessionaire in an attempt to influence the public to use the services or products of the Concessionaire. All Concessionaire's sales shall be conducted and operated under the supervision of the SMG General Manager and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the SMG General Manager or an authorized representative. Concessionaire and its employees will not distribute campaign or political literature of any kind at any time in the facilities. Notwithstanding the overall and ultimate supervision of the facilities' activities by the SMG General Manager, the Concessionaire shall at all times exercise prudent, reasonable, and experienced judgment in the serving of alcoholic beverages. The Concessionaire shall, at all times, use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.

2. The Concessionaire shall not advertise in any manner or form, on or about the facilities, except by means of such signs or forms of advertising as may be approved by the SMG General Manager.
3. The Concessionaire will operate the spaces designated for the purpose of the sale at retail to the public at the facilities, and not for resale, of beverages, food, confections, and sundries in an efficient manner for the convenience and safety of the public during all designated facilities events and at such other times as shall be reasonably required by the SMG General Manager.
4. Programming for all events requiring the services of the Concessionaire shall be performed by the SMG General Manager or an authorized representative. Any and all programming offered by the Concessionaire utilizing the facilities shall be accepted and incorporated into the official Calendar of Events, provided that said activities are consistent with the policies of the SMG General Manager and the City of Knoxville, and provided that said events are not in competition or conflict with facilities' sponsored events.
5. The Concessionaire shall provide any additional personnel requested by the SMG General Manager if in the SMG General Manager's discretion the level of service to the public is deemed unsatisfactory.
6. Employee appearance reflects upon both the Concessionaire and the City. Employees of the Concessionaire therefore shall at all times be neatly attired in uniforms which will be clean, professional in appearance, and which properly identify the Concessionaire. Uniforms must be consistent in appearance for all employees; if "street attire" is to be incorporated into the uniform, standards of uniformity in appearance and quality will apply without exception.
7. The Concessionaire shall employ and compensate its own help, vendors, and employees, and all said employees, counter help, or vendors shall meet all the requirements set out herein. The employees shall be neat and clean in appearance and be courteous toward the patrons, the public, and their fellow employees. Under no circumstances will the employees of the Concessionaire be considered as employees or agents of the City of Knoxville.
8. All employees of the Concessionaire shall enter and leave the facilities via the entrance(s) so designated by the SMG General Manager.
9. Only those employees actually working shall be permitted in the facilities without charge. The SMG General Manager or designee may request the Concessionaire to remove any employees observed in the facilities at events for which they are not working from the premises. At no time will the Concessionaire **or its employees** permit the free entrance of any person not a bona fide employee for such event or events, and no surplus of employees will be permitted for any event. At the discretion of the City of Knoxville, violations of this policy by either the Concessionaire or its employees may be cause for termination of this contract.

10. Any employee found in restricted areas or abusing City of Knoxville property (including, but not limited to, equipment, electric panels, structures, etc.) shall be banned from the Public Assembly Facilities.
11. The Concessionaire shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees, including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under the formal contract agreement by the Concessionaire.
12. All events will require a member of the concessions management team to be on site during event hours.
13. The Concessionaire agrees to fully cooperate with the City in any employee and public safety program sponsored by the SMG General Manager; the Concessionaire agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.
14. The facilities shall provide office space to the Concessionaire at the Knoxville Civic Auditorium - Coliseum.
15. All beverages and foods sold either at fixed or portable locations shall be sold in paper or plastic containers, or in another type of container approved by the SMG General Manager. **NO STYROFOAM PRODUCTS WILL BE USED AT ANYTIME.** The use of glassware will be permitted for catered functions. The SMG General Manager shall have the right of approval of all containers.
16. Chewing gum will not be sold by the Concessionaire.
17. The Concessionaire shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the SMG General Manager. Free samples may be given away by or on behalf of or with permission of any person or organization which has properly engaged the facilities at trade shows, cooking schools, exhibitions, and conventions at the discretion of the SMG General Manager. The Concessionaire will be required to provide or modify operations upon the request of any Licensee, when it has been approved by the SMG General Manager as in the best interest of the Licensee or is necessary to comply with the terms of the Agreement between the facility and said Licensee. Concessionaire shall be required to honor any and all pouring rights agreements currently in effect or as may be executed.
18. The SMG General Manager shall issue reasonable rules and regulations for the operation of the concession, and the Concessionaire shall operate the concession in accordance with such rules and regulations. **Final decision as to whether or not alcoholic beverages may be sold at an event shall be determined by the aforementioned rules and regulations.** The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire.

19. Concessionaire shall be required to reimburse the venue \$140 per game for police coverage for all hockey games (between 30 to 35 games per year) and select arena concerts (generally between five and 10 concerts annually).
20. The SMG General Manager shall decide any and all questions which may arise as to the acceptability of services rendered, and as to the manner of performance; questions which arise as to the interpretation of the conditions and specifications; and all questions as to acceptable fulfillment of the Agreement.
21. All Concessionaire's operations must conform with the laws and ordinances of the City of Knoxville and State of Tennessee, and such operations must be conducted so as not to interfere through noise or odor with any person or organization which has properly engaged the facilities or patrons' enjoyment of the premises. Concessionaire shall be subject to any reasonable rules and regulations which may be set up by the SMG General Manager or a duly authorized representative.

5.5 Additional Operation Requirements Specific to Chilhowee Park and Exposition Center

1. Concessionaire must agree to share vending rights for certain events and activities with multiple vendors or concessions. These may include but are not limited to community events or park events where more than one (1) vendor is desired. The City retains the right to determine which events will require multiple vendors. At the City's request the Concessionaire may be requested to make arrangements and oversee the outside vendors for designated events. This would include financial negotiation and collection with approval of SMG General Manager.
2. No employees shall be permitted to camp overnight on the grounds of Chilhowee Park unless such camping is in designated areas and has been previously approved by Chilhowee Park management. Any and all overnight camping will be charged at the Park's standard rate.
3. All personnel entering the grounds after normal operating hours (8:00 a.m. until 5:00 p.m. Monday through Friday) and on non-event days must sign in with security or have prior written permission of the SMG General Manager to enter the grounds.

5.6 Maintenance and Clean-up

1. Concessionaire is responsible for maintenance and repair, including maintenance and repair necessitated by ordinance wear and tear, for all equipment, stock, and smallwares used in performance of its duties.
2. Concessionaire shall replace any equipment damaged beyond repair, or rendered useless by wear and tear, unless, in the sole and reasonable opinion of the SMG General Manager, the equipment is unnecessary to the proper functioning of the food service operation. The SMG General Manager shall approve the replacement equipment for its type and similarity to that equipment being replaced.

3. Concessionaire shall maintain all food service facilities in a clean, sanitary condition in accordance and consistent with all applicable rules, demands, and requirements of law, pertinent health and sanitary codes, and requirements of duly authorized health authorities of Knox County, State of Tennessee, and any other health authority having jurisdiction.
4. Concessionaire shall, at its expense, engage and supervise exterminators to control vermin and pests as is necessary. Such extermination services shall be supplied in all areas where food is prepared, dispensed, or stored.
5. The Concessionaire shall supply adequate trash receptacles in the vicinity of service areas, particularly at the condiments locations of regular stands. Trash receptacles are to be approved by the SMG General Manager to ensure conformance with the interior design of the facilities.
6. All refuse and waste materials created by the Concessionaire's operation in all public areas, excluding that in fixed seating areas, shall be promptly disposed of after each event at the expense of the Concessionaire. Waste foods shall be kept in closed metal containers until removed from the facilities. Such removal shall be made promptly during and after the event. The entire area, except seating areas, within a radius of twenty-five (25) feet of each stand, commissary, and work area, shall be kept free and clear from all nuisance and damage done to floors, walls, windows, or other property in said radius by reason of operation of said stand. Concessionaire shall employ the necessary personnel before, during, and after the hours of any event to comply with these provisions. Concessionaire shall provide sufficient waste receptacles at each location and make certain that they are kept clean and promptly serviced during and after each event.

5.7 Products to be Sold; Prices

1. The formal concession agreement shall give Concessionaire the exclusive right, subject to other provisions of these specifications, to sell products of a food and beverage nature, including alcoholic beverages and beer, candy, novelties, and merchandise at the facilities.
2. Concessionaire recognizes that the quality of items sold at the facilities is a matter of highest concern to the City of Knoxville and is of the essence of the Agreement. Concessionaire represents and warrants that all items sold will be of the highest possible quality.
3. The SMG General Manager agrees to meet with the Concessionaire to review products to be sold and prices to be charged on an annual basis, using June 1 of each year of the contract as the beginning for each annual term. Whenever unique economic conditions result in unusual cost increases to Concessionaire, the SMG General Manager will consider a request by Concessionaire for price changes at times other than the annual date specified above.

4. The Concessionaire shall submit a detailed written price schedule for all items proposed for sale, showing size, weight, grade, and price of item, which shall be subject to the final approval of the SMG General Manager.
5. Concessionaire shall provide products of a quality and at prices at least consistent with similar products presently being offered in other similar facilities. In determining quality of product, nature and quality of ingredients will be considered. The SMG General Manager reserves the right to determine whether a particular product complies with the above standard, which right shall be exercised reasonably.
6. The City desires that all local producers and sources of products and local sources have equal opportunity to compete for the use of their products or services at the facilities, when these products or services are available on competitive terms and with equal quality.
7. Similarly, the facilities intend to sell advertising and sponsorship packages for display on the premises. Therefore, facilities reserve the final right of approval of Concessionaire's sources of supply. The Concessionaire, however, will not be required to purchase from suppliers who level of quality, service, and/or prices are not competitive with the marketplace.
8. All merchandise kept for sale shall be subject to inspection and approval or rejection by the SMG General Manager or a duly authorized representative during all times that the Concessionaire is in operation. Rejected merchandise shall be immediately removed from the facilities and shall not be returned for sale.

5.8 Rental Payments

1. The Concessionaire shall pay to the facilities, on a monthly basis, percentages of gross receipts generated from the sale of the following:

Knoxville Civic Auditorium/Coliseum

- a. Concessions food and beverages (except alcoholic beverages)
- b. Catering food and beverages (except alcoholic beverages)
- c. All alcoholic beverages
- d. Candy
- e. Merchandise and novelties

NOTE: CATEGORIES 1a and 1b ABOVE MUST BE A MINIMUM OF 35% OF GROSS RECEIPTS.

NOTE: PERCENTAGE FOR CATEGORY 1e TO BE DETERMINED ON AN EVENT BY EVENT BASIS. Please submit as alternate item e. Merchandise and novelties payment. Merchandise and novelties may be deleted from the Concessionaire contract. If deletion of merchandise and novelties from contract affects percentage in Categories a. – d., please submit complete proposal for each scenario.

Chilhowee Park and Exhibition Center

- a. Concessions food and beverages
- b. Catering food and beverages
- c. Candy

- 2. Concessionaire shall submit to the facilities on or before the fifteenth (15th) of each month during the term of the formal concession agreement an accounting of operations during the previous calendar month. Along with such accounting, Concessionaire shall pay to the facilities the applicable percentages of gross receipts from its operations for the previous calendar month.

5.10 Records, Accounting, and Auditing

- 1. The Concessionaire must, at its own cost and expense, procure and keep in force during the entire period of the contract all permits and licenses required by all laws and regulations of the State of Tennessee, County of Knox, and City of Knoxville, except as noted in Article II, Section 4.
- 2. Concessionaire shall maintain records of sales, receipts, and inventory regarding operations at the facilities, all in accordance with strict accounting standards. The SMG General Manager may prescribe the form of records to be kept of the Concessionaire in accordance with this provision. Concessionaire shall, on reasonable demand, make available to the SMG General Manager or any person designated by the SMG General Manager, all records, books of account, and statements maintained with respect to operations at the facilities. Concessionaire shall also permit designated agents of the SMG General Manager to make periodic inspections of the operations of the Concessionaire at the facilities.
- 3. The SMG General Manager shall be entitled, at any reasonable time, to conduct its own inventory of products and equipment maintained at the facilities pursuant to the formal concessions agreement.
- 4. Concessionaire shall establish a separate commercial account at a Knoxville financial institution, through which all receipts under the agreement shall be deposited and records of receipts so deposited kept.
- 5. Concessionaire shall keep full and complete records of its operations satisfactory to the SMG General Manager. Concessionaire shall submit a written monthly statement to the Director/General Manager no later than the 15th of each month covering the entire preceding month and shall pay to the facilities the percentage payment due.
- 6. An annual audit by a Certified Public Accountant must be submitted no later than sixty (60) days after the end of the Agreement year.
- 7. In the event the SMG General Manager is not satisfied with the statements submitted by the Concessionaire as provided for herein, the SMG General Manager shall have the right to make a special audit, by auditors selected by the City, of the books and records

required to be made and preserved by Concessionaire. If such audit shows a deficiency in percentage payments for any period covered in excess of one percent (1%), the amount thereof and the cost of the audit shall be paid promptly by Concessionaire.

Concessionaire shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any applicable taxes relating to food service operations, equipment, and inventory.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 **Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 **Administration.** The contract will be administered by the City's contractor SMG.

6.3 **Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 **Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 **Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 **Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of

any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such

insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage)

are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the

award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any

earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after February 25, 2019, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on March 19, 2019. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Food, Beverage, and Related Concessions.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. Child Crime Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Body of Proposal: Information wherein submitting entity offers details of proposed business, making particular reference to the requirements detailed in Paragraph 7.4 (“Proposal Requirements”) below

NOTE: All required submission forms may be found in this solicitation document.

7.4 Proposal Requirements

Each Proposer shall submit, at a minimum, all of the following information in the Proposal.

All proposers must furnish satisfactory evidence to the City of Knoxville that they have operated or are presently operating a concession business of the type and size described in this document and that they have successfully done so under all conditions prevailing in this area. The successful proposer will have performed this type of service for a minimum of three years. If the proposers have not operated such a system, they must show that they have had sufficient experience in comparable fields or employ qualified personnel enabling them to comply with the requirements of these specifications.

All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No contract will be awarded to any proposer who has an unsatisfactory performance record, inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with specifications.

- **A list of other similar facilities** that Proposer serves or has served within the past five (5) years. Please provide detailed information, including name, address, and telephone number of the facility, contact name, length of time served, and nature of services provided.
- **Copies of recent letters of commendation** (within past year) from clients and licensees served by Proposer at facilities listed in Section 1 above.
- **A current audited financial statement** for the most recent fiscal year of the Proposer, including balance sheet and profit and loss statements, prepared and certified by an independent certified public accountant. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of this contract. A letter from the financial institution providing financing should be included in submitted documentation.

- A statement indicating **Proposer's ability and agreement to begin full operations** at facilities no later than July 1, 2019, if selected as Concessionaire.
- An **operational plan** including, at a minimum:
- An **organizational chart** showing all full-time positions planned for the food, beverage, and operations at the facilities, denoting approximate annual salary for each position.
- A **resume** of the experience, education, and performance record in the food service business of the proposed full-time resident manager(s) for the facilities, for whom the Director/General Manager will have the right of approval.
- **Detailed staffing charts** for a rock concert of 8,000 attendance and any event of 6,000 attendance showing all food and beverage personnel, including stand workers, hawkers, support personnel, supervisors, and management.
- **Proposed concessions, catering, and liquor menus** for facilities, showing portion sizes and proposed selling prices for the first 12 months of operation. Proposed special event and/or theme banquet menus are also encouraged. Please note whether sales taxes are included or excluded from the menu prices.
- A **detailed marketing and sales promotion plan** to generate additional catering business at the facilities. Indicate annual amount of business expected from this plan, including designation of a person within the on-site organization who would implement the plan. The Director/General Manager must approve all marketing and sales promotion plans.
- **Proposed capital investments by the Concessionaire** for improvements to kitchen facilities and/or concessions area.
- Proposed any plans to work with local non-profit organizations such as youth sports groups to provide **opportunities for sharing of proceeds in concession sales in return for volunteers** who work concessions.
- Provide an explanation of your **company's training program along with details on how you maintain excellence in customer service.**
- Any **other information** the Proposer feels is pertinent to the success of the food and beverage service at the facilities.
- Provide a **list of the Concessionaire corporate officers and their experience** in the food service industry.

7.5 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

The City of Knoxville will evaluate all of the following factors in appraising the responses to this RFP and will select a contractor that can best serve the City's needs.

The Evaluation Committee, at its sole discretion, shall determine whether particular Proposers have the basic qualifications to conduct a food and beverage service concession for the facilities. In determining whether a Proposer possesses the basic qualification to operate, the Evaluation Committee may consider the following:

- Previous experience in operation of similar facilities
- Proposer's general reputation for performance and service.

The criteria, and the associated weights upon which the evaluation of the proposals will be based, include, but are not limited to, the following:

- 30% - The percentage paid to the facilities of gross receipts of the food and beverage operation of the facilities.
- 30% - The responsiveness to direct specifications attached.
- 40% - The experience, training, customer service, and past performance of the Proposer at other facilities and those persons designated by the Proposer as management-level personnel.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Food, Beverage, and Related Concessions
Public Assembly Facilities**

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; March 19, 2019; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Redevelopment or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes 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. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

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 T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2019 goal is to conduct 4.03% of its business with minority-owned businesses, 16.30% of its business with woman-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ (Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____