

**BID 1009 SPECIFICATIONS
CITY OF SPRINGFIELD
PARKS AND RECREATION DEPARTMENT
CONCESSION SERVICES**

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, Garner Street Park, Legion Field, 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 right of first refusal for non-City sponsored events and activities on said property.

Term of Contract: The contract shall be for a term of two (2) years extending from March 1, 2017 to February 28, 2019. The vendor shall be required, at a minimum, to provide concession services during the months of January through December 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, and any drink products distributed by Springfield Parks and Recreation Department's 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, Garner Street Park, Legion Field, 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 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 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 Specifications and Forms: Bid specifications and forms may be obtained at the Parks and Recreation Department during normal business hours from 7:30 a.m. to 4:30 p.m., Monday through Friday or downloaded at www.springfield-tn.org. The Parks and Recreation Department is located at The Center, 401 North Main Street, Springfield, Tennessee.

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 p.m. CST, Wednesday, February 8th, 2017. All sealed bids shall be opened immediately thereafter.

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

**BID 1009
CONCESSION BID FORM**

Concession service experience:

References:

Basic equipment available for use:

Insurance provider:

I have read the specifications and agree to provide services as specified, and to remit The City of Springfield _____ percent of gross sales minus sales taxes, to be paid on the designated days listed in the specifications. The City of Springfield retains the right to refuse any and all proposals.

SIGNED: _____

DATE: _____

PHONE: _____

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 Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann §§ 11-57-10, et. Seq."

While in conclusion on the 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.

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



OFFICE OF THE EXECUTIVE DIRECTOR

HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

List Date: July 1, 2016

**Entities Ineligible to Contract with the State of South Carolina or any
Political Subdivision of the State per the Iran Divestment Act of 2014, S.C.
Code Ann. §§ 11-57-10, et seq.**

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| 1. Abadan Petrochemical Co. | 36. Petro China Co. Ltd. |
| 2. Aban Offshore Ltd. | 37. Polskie Gornictwo Naftowe i Gazownictwo SA |
| 3. Arak Petrochemical Co. | 38. Royal Dutch Shell Plc |
| 4. Arvandan Oil & Gas | 39. Sepehr Energy |
| 5. Behran Oil Co. | 40. Shiraz Petrochemical Co. |
| 6. Bharat Petroleum Corporation Ltd. | 41. Showa Shell Sekiyu K.K. |
| 7. China National Petroleum Corp. (CNPC) | 42. Tabriz Oil Refining Co. |
| 8. China Petroleum & Chemical Corp. | 43. Total S.A. |
| 9. Cosmo Energy Holdings Company Limited | 44. Toyota Tsusho Corporation |
| 10. Dragon Oil Plc | 45. Tupras Turkiye Petrol Rafinerileri AS |
| 11. Eni Spa | |
| 12. Esfahan Oil Refining Co. | |
| 13. Essar Oil Ltd. | |
| 14. Fanavarzan Petrochemical Co. | |
| 15. Farabi Petrochemical Co. | |
| 16. Gail (India) Ltd. | |
| 17. Gazprom OAO | |
| 18. Gubre Fabrikalari T.A.S. | |
| 19. Hindustan Petroleum Corporation Ltd. | |
| 20. Hyundai Heavy Industries | |
| 21. Idemitsu Kosan Co. Ltd. | |
| 22. Indian Oil Corporation Ltd. | |
| 23. JX Holdings, Inc. | |
| 24. Koc Holding A.S. | |
| 25. Lukoil Oil Co. | |
| 26. Maire Tecnimont S.P.A. | |
| 27. Mangalore Refinery & Petrochemicals Ltd. | |
| 28. Mitsubishi Corporation | |
| 29. Mitsui & Co. Ltd. | |
| 30. National Iranian Oil Co. | |
| 31. National Iranian South Oil Co. | |
| 32. Oil & Natural Gas Corporation Ltd. | |
| 33. Pardis Petrochemical Co. | |
| 34. Pars Oil Co. | |
| 35. Parsian Oil and Gas Development Co. | |

Contact irandivestment@mmo.sc.gov with questions regarding this list.

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 of a joint bid each party thereto 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 a person included within the list created pursuant to § 12-12-106."

Signature: _____

Date: _____

Title: _____