

Date: 5/8/08

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL ANNEX  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

REQUEST FOR PROPOSAL (RFP)

Proposal will be received at this office  
101 East 11<sup>th</sup> Street, Suite G13, Chattanooga, TN 37402 until  
6/10/08

**Requisition No.: R0109370  
Ordering Dept.: Parks and Recreation  
Buyer: Natalie Dickey  
Phone No.: (423) 643-6383**

\*\*\*\*\*

**Items Being Purchased: Concessionaire Services**

\*\*\*\*\*

**Request for Proposal for The City of Chattanooga, Tennessee**

\*\*\*\*\*

**\*\*\*REQUEST FOR PROPOSALS MUST BE RECEIVED\*\*\*  
4:00 PM, EST on June 10, 2008**

\*\*\*\*\*

**The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.**

\*\*\*\*\*

**City of Chattanooga (COC) Terms and Conditions posted on Website are Applicable**  
[http://www.chattanooga.gov/finance66\\_standardtermsandconditions.htm](http://www.chattanooga.gov/finance66_standardtermsandconditions.htm)

**Note:**

ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE US WITH THE FOLLOWING**

**Company Name:** \_\_\_\_\_  
**Phone/Toll Free No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Employer's ID No.:** \_\_\_\_\_

# Request for Proposal (RFP)

Reference R0109370

For

Concessionaire Services

For the

City Of Chattanooga, Tennessee

May 8, 2007

Request for Proposals must be received at 101 East 11<sup>th</sup> Street Suite G13 Chattanooga, TN 37402 no later than 4:00 P.M., Eastern Standard Time on June 10, 2008

Ordering Department: Parks and Recreation

Buyer: Natalie Dickey

Telephone: (423) 643-6383

**PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Phone/Toll Free No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer's ID : \_\_\_\_\_

**City Of Chattanooga  
Concessionaire Services Request For Proposal (RFP)**

SECTION I - GENERAL INFORMATION ..... 3  
    Purpose of this Request For Proposal (RFP)..... 3  
    Background Information ..... 3  
SECTION II – ADMINISTRATIVE AND CONTRACTUAL INFORMATION..... 7  
    Inquiries ..... 7  
    Exceptions to RFP Specifications..... 7  
    Implied Requirements..... 7  
    Issuing Office..... 7  
    Rejection of Proposals..... 7  
    Incurring Costs..... 8  
    Vendor’s Proposals ..... 8  
    Economy of Preparation ..... 8  
    Conditions of Agreement ..... 8  
SECTION III – RFP LIFE CYCLE ..... 9  
    Response Date ..... 9  
    Initial Screening ..... 9  
    Oral Presentation..... 9  
    Product Demonstration..... 9  
    Final Evaluation ..... 10  
    Proposal Acceptance..... 10  
SECTION IV – CONCESSIONARIE REQUIREMENTS ..... 11  
    Introduction..... 11  
    Vendor Information ..... 11  
Appendix A RFP Questionnaire ..... 14  
Appendix B Signature..... 18

## **SECTION I - GENERAL INFORMATION**

### **Purpose of this Request For Proposal (RFP)**

This Request For Proposal represents a publicly advertised and competitively awarded solicitation by the City of Chattanooga, Department of Parks and Recreation (DPR) for Seasonal Concessions Operations for The Summit, Warner Park and Frost Stadium softball complexes as well as year round operations of the Chattanooga Skate Park. The DPR is seeking proposals from operators for specific locations within the parks previously mentioned. The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the Department. You are encouraged to offer services and/or products that would be complimentary to the existing use of the park. The Department reserves the right to approve any proposed business activity.

### **Background Information**

The City of Chattanooga has a population of 155,554, and its surrounding Hamilton County/Metropolitan Area population has a population of approximately 307,896. Chattanooga, located in the southeast corner of Tennessee, is beautifully situated on the banks of the Tennessee River between Lookout and Signal Mountain. The City's progressive development of its waterfront, temperate climate, and sprawling parks has made it an attractive location for thousands of tourists yearly. Chattanooga's Parks and Recreation Department manages most of the parks located within the metropolitan area as well as numerous recreational facilities including athletic fields, golf courses, indoor/outdoor aquatic centers, and a fitness center.

Proposals for concession operations will be for the following locations:

**The Summit** currently under construction will be a 15 acre softball complex that comprises 7 adult softball fields, 1 youth field, a concession building with restrooms and various other amenities. This complex will host several national and local youth and adult tournaments. It will also host the College Championship World Series tournaments in May of 2009.

**Warner Park Complex** currently under renovation consists of 5 fast pitch fields and a concessions area. This complex hosts 22 local, state and national tournaments for youth and adult softball. This complex also supports league play.

**Frost Stadium Complex** is a modern stadium for fast pitch softball that features numerous amenities including concessions and restrooms. This stadium, also located within Warner Park, hosts approximately 25 women and youth tournaments yearly.

**Chattown Skate Park** is a 10,000 square foot outdoor skateboard/BMX arena. The concessions area for this park has not yet been constructed. The concession area will not permit cooking but a food prep area will accommodate storage of hot food items. The park services approximately 150 customers daily and hosts 8 special events yearly.

## **Scope of the Proposed Service**

### **Concessionaire shall:**

1. Provide products or services of a quality satisfactory to the Administrator of Parks and Recreation or his or her authorized representative.
2. Submit a listing of items, with corresponding selling prices, to the Administrator of Parks and Recreation for approval or disapproval action. The final approved listing will be considered a part of the approved contract. Before beginning performance, the Concessionaire shall place the price list in a conspicuous spot for patrons to see.
3. Obtain all permits, give all necessary notices and pay all license fees. He/she shall comply with all municipal, state, local, and national laws; all rules, ordinances, regulations, as well as any publication published by the City of Chattanooga relating to public health or applicable to the business carried out under this agreement. He/she shall assume complete and sole liability for all national, state, and local taxes applicable to income and transactions of the concession.
4. Comply with all applicable laws pertaining to wages, workers' compensation, equal opportunity, Service Contract Act, and so forth, as implemented by City Code and required by law.
5. Comply with all memoranda, bulletins, and letters of instruction issued by or in behalf of the Administrator of Parks and Recreation.
6. Keep the concession area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the Administrator of Parks and Recreation, but make no alterations to City furnished property or premises without written authorization by the Administrator of Parks and Recreation.
7. Employ only persons who meet the health standards prescribed by law or regulations which pertain to the jobs for which they are hired.
8. Furnish a sufficient number of trained employees for the efficient performance of this contract. Concession personnel shall meet the health and security standards prescribed by applicable regulations, and shall obtain installation passes and permits and security clearances as applicable. Concession personnel shall give prompt and courteous treatment to all customers and shall be neatly dressed and meticulous in their personal grooming at all times. Concessionaire shall provide employees clean uniforms, or when uniforms are not required, ensure that all clothing worn by employees is clean and in good condition at all times.
9. Remove from employment in the concession, at the request of the Administrator of Parks and Recreation, any servant, agent or employee of the Concessionaire if, in the opinion of the Administrator of Parks and Recreation or his/her authorized representative, the conduct of such person, while in and about the premises covered by this contract, interferes with proper services or discipline.
10. Furnish (if required by the Administrator of Parks and Recreation) suitable bags, "sold" labels, and so forth, for securing a customer's purchase. If required, the packaging will be as approved by the Administrator of Parks and Recreation or designee.

11. Furnish, at Concessionaire's own expense, all trade fixtures, tools of the trade, and supplies required for performance of this contract.

12. Provide products to sell that are marketable and sufficient for use intended, and not "seconds" as the term is usually understood in the trade. As a minimum, they will be equal to products provided by first quality commercial establishments. All items will be acceptable to the customer and the Administrator of Parks and Recreation and will be subject to inspection and test for workmanship and quality at all times by the Administrator of Parks and Recreation or designee. Any item found to have a latent defect(s) may be returned to the Concessionaire for replacement or refund as determined by the Administrator of Parks and Recreation of designee.

13. Agree to adhere to the City of Chattanooga policy of guaranteed customer satisfaction and shall be responsible for refunds to customers due to customer dissatisfaction with an item or due to overcharges. All customer complaints, claims, and refunds will be resolved and made at Concessionaire's expense. Any disagreement that cannot be resolved between Concessionaire and the customer will be referred to the Administrator of Parks and Recreation, whose decision will be final and not subject to the Disputes clause. If Concessionaire fails to timely process complaints or claims and make refunds, City of Chattanooga may settle customer complaints or claims and make such refunds, and charge the Concessionaire's account.

14. Obtain insurance for all non-Government property and merchandise used by the Concessionaire in the operation of the concession against theft, fire, storm, flood, and damage, or destruction through any other force of nature in accordance with attached clause titled "Insurance." This policy should also name the City of Chattanooga as additional insured.

15. Be responsible for all operating expenses not expressly undertaken by the Department of Parks and Recreation. The Concessionaire will report all operating expenses as directed by the Administrator of Parks and Recreation.

16. Submit daily receipt journals of the concession to DPR at the end of each day or as otherwise specified in this contract.

17. Maintain financial reports, showing all income received, according to instructions prescribed by DPR. Any failure by the Concessionaire, its servants, employees, or agents to enter all monies received on these financial reports will be cause for immediate contract cancellation and the basis for criminal action against the Concessionaire.

18. Prepare a Concessionaire Settlement Report at the conclusion of the sales period or as specified by the Administrator of Parks and Recreation. Report shall show the calculation to produce the fee due for that period. The report shall be signed the Concessionaire. The Administrator of Parks and Recreation or designee shall have the right to inspect or audit the accounts and methods of internal control established by the Concessionaire ensuring strict compliance with all provisions of this agreement and with applicable City of Chattanooga regulations.

20. Charge for merchandise or services involved only those prices established in the adopted price schedule.

21. Sell merchandise or services in US currency only.

22. The City of Chattanooga shall charge the Concessionaire for a dishonored check received from the concessionaire, except when the bank acknowledges the return to be the result of bank error or the return is the result of a City of Chattanooga error. The amount charged by the City will not exceed the administrative amount normally charged City customers for dishonored checks. The Administrator of Parks and Recreation may require payment to be made in cash, certified check, or cashier's check.

23. Maintain clean and sanitary work environment, including grounds covering a 25 yard radius of facility.

**Concessionaire shall not:**

1. Represent or permit itself to be represented to the public as an agent or employee of the City of Chattanooga by the use of the name of the City of Chattanooga on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and employees, are in no sense agents of the City of Chattanooga or the Department of Parks and Recreation.

2. Sell, remove or in any way alter any property which is owned by the Department of Parks and Recreation or any other part of the City of Chattanooga and is used in the operation of the concession activity.

3. Engage in or permit gambling or possession or use of any gambling device on the concession premises.

4. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics.

5. Loan money to or borrow money from customers or others, which includes City of Chattanooga employees.

6. Give or offer to any officer or employee of the Department of Parks and Recreation, or any other part of the City of Chattanooga, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

7. Violate any other applicable laws, rules or restrictions

**The Department of Parks and Recreation WILL:**

Furnish sufficient quantities of space, heat, water, and electricity to satisfy the normal needs of Concessionaire for lighting, heating, drinking, sanitation, and the operation of suitable support equipment therefore. NOTE: If the Concessionaire is required to reimburse the City of Chattanooga for utilities furnished, the reimbursement will be at rates set by the Administrator of Parks and Recreation.

## **SECTION II – ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

### **Inquiries**

Questions concerning this RFP may be sent by fax or e-mail no later than the close of business on June 5, 2008 to the attention of:

Natalie Dickey  
Buyer  
City of Chattanooga  
101 East 11<sup>th</sup> Street  
Suite G 13  
Chattanooga, TN 37402

Phone : (423) 643-6383  
FAX: (423) 757-0949  
e-mail: dickey\_n@mail.chattanooga.gov

The questions and answers will then be forwarded to all interested parties.

### **Exceptions to RFP Specifications**

This RFP is intended to describe the City's minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that differ from the described specifications. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the City.

### **Implied Requirements**

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, must be included in the proposal.

### **Vendor-Supplied Materials**

Any material submitted by a vendor shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

### **Issuing Office**

This RFP shall be governed by the laws of the State of Tennessee, and is issued for the City by the Purchasing Division of the Finance Department.

### **Rejection of Proposals**

The City reserves the right to reject any and all proposals resulting from this RFP.

## **Incurring Costs**

The City is not liable for any cost incurred by vendors prior to the issuance of a purchase agreement for the proposed Automated Payment/Access System and will not pay for information solicited or obtained.

## **Vendor's Proposals**

Vendors must submit a response to this RFP in writing and in electronic format on CD. The vendor proposal must follow the format provided in Section IV of this document. The City reserves the right to reject any proposals that do not follow the format outlined in this RFP. Each proposal must be submitted with an original, six (6) written copies and one (1) CD to the issuing office.

## **Economy of Preparation**

Proposals must be prepared simply and economically. They should provide a straightforward and concise description of the capabilities of the software proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content.

## **Conditions of Agreement**

The City desires to contract with a single vendor for concessionaire services. Proposals submitted must be binding for not less than one hundred twenty (120) days after the date received. The City will select the proposal, or combination of proposals, that in its opinion, is in the best interest of the City. The City reserves the right to reject any and all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right at the sole discretion of the City to reject any and all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal and to accept the proposal (or proposals) deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

The final award of the proposal and contract will be made by the Chattanooga City Council.

The successful vendor will be expected to enter into contract negotiations with the City that will result in a formal purchase agreement between the two parties.

### **SECTION III – RFP LIFE CYCLE**

#### **Response Date**

Sealed proposals to be considered must arrive at the issuing office on or before the date and time specified on the cover letter of this RFP.

Proposals not received by the City by proposal closing time, will be returned, after receipt, unopened to the vendor.

All proposals should be sent to:

Natalie Dickey  
Buyer  
City of Chattanooga  
101 East 11<sup>th</sup> Street  
Suite G13  
Chattanooga, TN 37402

Fax: 423-757-0949  
e-mail: [dickey\\_n@mail.chattanooga.gov](mailto:dickey_n@mail.chattanooga.gov)  
Phone : 423-643-6383

#### **Initial Screening**

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, conformity, clarity, and compliance to all the RFP requirements. Proposals not meeting minimum requirements will be rejected and dropped from further consideration.

#### **Oral Presentation**

Vendors submitting a proposal that passes initial screening may be invited to make an oral presentation of their proposal to the City. Invitations will be given solely at the initiative of the City for any purpose the City deems necessary. Such presentations provide an opportunity for the vendor to clarify their proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory, but may be requested by the City as an option. These conferences may be conducted by telephone or teleconference.

#### **Product Demonstration**

Vendors may be requested by the City to present the products they are proposing. Demonstrations will be conducted in the most economical manner possible.

## **Final Evaluation**

After all requested oral presentations and product demonstrations have been completed, the final evaluation begins. The final evaluation will be completed as soon as practical depending upon the availability and time constraints placed upon the members of the evaluation team. The Evaluation Criteria that will be used to evaluate all proposals are as follows:

1. Total solution price
2. Number of company employees
3. Adequacy of equipment to do the job
4. Variety of menu
5. Professionalism of presentation
6. Business references
7. Financial status of company

## **Proposal Acceptance**

After the final evaluation, the chosen vendor will be notified and contract discussion and negotiation between the City and the selected vendor will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by the negotiations. Vendors are requested to submit current contract forms with their proposal for review by the City.

The final award of the proposal or contract will be made by the Chattanooga City Council.

## **SECTION IV – CONCESSIONARIE REQUIREMENTS**

### **Introduction**

The purpose of this section is to describe the required and desired services which the concessionaire will provide. The vendor may propose additional features and options to be considered. The order in which the following items appear in no way represents their priority or importance to this RFP. The City requests prospective vendors to develop proposals within the guidelines set forth in Section I.

### **Vendor Information**

Prospective vendors should provide a brief description of their organization by completing the forms in appendix A. Proposals should at a minimum describe and provide the following:

- Size of the organization
- Number of clients currently servicing
- A client contact list containing at least three (3) current customers. Municipal clients of the same size as the City and with similar configurations would be preferable.
- Value of all current assets
- List assets to be used to provide concessions (Stove, refrigerator, grills)
- Describe method used to provide/prepare and store perishable foods. (meat, vegetables, etc.)
- Menu including prices
- Number of years in business providing similar service
- Number of support personnel in the organization
- Describe point of sales equipment.
- Examples of sales/financial reports
- Customer service philosophy
- What makes company the best choice
- Percent of gross sales, Fee payment

### **Documentation**

The vendor shall provide written documentation on equipment to be used. Documentation shall be made available in both written and electronic formats.

## **SECTION V – General Conditions and Terms of Contract**

**Availability of Funds.** A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles/services. The City's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

**Contract Alterations.** No alterations or variations in the terms of this contract shall be valid or binding upon the City unless made in writing by the Purchasing Agent or his authorized agent. The Purchasing Agent or his authorized agent may at any time, by written order, and without notice to the sureties, make changes in the work within the general scope of the contract, including changes to the specifications. If such changes cause an increase or decrease in the amount of work under this contract or in the time necessary for its performance, or both, the contract shall be modified in writing accordingly. Additionally, an equitable adjustment in the contract price of the unchanged work will be made if the Purchasing Agent or his authorized agent determines the changes indeed caused a change in the Contractor's cost.

**Termination of Contract.** Contracts will remain in force for full periods specified and until all articles/services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries/performances of entire contract requirements.

**Subletting of Contracts.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

**Default.** In the event of default, the City may award the Contract to the next lowest offeror, if such offeror is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting Contractor liable for all damages provided by law, including the cost of cover.

**Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

**Non-Discrimination.** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, or Handicap, or Sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers or materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

**Placing of Orders.** Orders against contracts will be placed with the Contractor on either a

Purchase Order, or Blanket Purchase Order executed and released by the Purchasing Agent. Telephonic orders placed directly with the Contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Shipping Release.

**Provision of Other Agencies.** Unless otherwise stipulated by the offeror, the offeror agrees when submitting his bid that he will make available to all City agencies and departments, joint City agencies, in-City municipalities, the proposal prices he submits in accordance with the proposal terms and conditions, should any said department or agency wish to buy under this proposal.

**General Guaranty.** Contractor agrees to:

Save the City, its agents and employees harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, appliance, or service furnished or used in the performance of the contract which the contractor is not patentee, assignee, licensee or owner.

Pay for all permits, licensed and fees and give all notices and comply with all laws, ordinances, rules and regulations for the City and State of Tennessee, and United States of America.

**Indemnity.** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City in consequence of the granting of the contract or which may in any way result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, or the City or its employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

**Collusive Bidding.** The Offeror certifies that his offer is made without any previous understanding, agreement or connection with any person, firm, or corporation making an offer for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**Identical Proposals.** All identical proposals submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-2510 and the Presidential Order dated April 23, 1961 for possible violation and enforcement of antitrust laws.

**APPENDIX A RFP QUESTIONNAIRE**

2008 PARK CONCESSIONS RFP - SECTION II - RFP QUESTIONNAIRE  
*Page 1 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP  
SUBMITTING THIS PROPOSAL:

\_\_\_\_\_

2. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR  
THIS CONTRACT:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Address (If Different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. TYPE OF ORGANIZATION.

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc. Explain any details or factors that are needed to clarify your organizational and financial structure.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. EXPERIENCE IN CONCESSIONS BUSINESS.

How long has this organization been in the concessions business that you propose to operate on Department property? (Enter the number of years) \_\_\_\_\_ years.

Describe the services. For example menus, products, type of services, unique challenges, customer service enhancements, healthy menu selections, etc. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2008 PARK CONCESSIONS RFP - SECTION II - RFP QUESTIONNAIRE**

*Page 2 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

**6. CLIENT OR BUSINESS REFERENCES.**

Provide information about three similar clients for whom you currently provide concession services.

Client Or Concession Business Reference #1 of 3:

*Insert information about concessions that you have operated*

Name of organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of client contact person: \_\_\_\_\_ Phone number \_\_\_\_\_

Number of years your organization has served this client: \_\_\_\_\_ years.

Describe the services. For example menus, products, type of services, unique challenges, customer service enhancements, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client Or Concession Business Reference #1 of 3:

*Insert information about concessions that you have operated*

Name of organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of client contact person: \_\_\_\_\_ Phone number \_\_\_\_\_

Number of years your organization has served this client: \_\_\_\_\_ years.

Describe the services. For example menus, products, type of services, unique challenges, customer service enhancements, etc. ....

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client Or Concession Business Reference #1 of 3:

*Insert information about concessions that you have operated*

Name of organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of client contact person: \_\_\_\_\_ Phone number \_\_\_\_\_

Number of years your organization has served this client: \_\_\_\_\_ years.

Describe the services. For example menus, products, type of services, unique challenges, customer service enhancements, etc. customer service enhancements, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2008 PARK CONCESSIONS RFP- SECTION II - RFP QUESTIONNAIRE**

*Page 3 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

7. CITY OF SEATTLE BUSINESS LICENSE. Does your organization have a current City of Chattanooga business license? Yes \_\_\_\_\_ No \_\_\_\_\_  
if yes, then submit a photocopy of your Chattanooga business license with the proposal.

**PLEASE BE ADVISED THAT YOU MUST PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR TO BEING AWARDED A PERMIT.**

8. BUSINESS OR FINANCIAL REFERENCES.

Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not use the same references for both Client References and Business References.

**BUSINESS OR FINANCIAL REFERENCE 1**

Name of reference: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone number for contact: \_\_\_\_\_

Describe the business or financial relationship:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS OR FINANCIAL REFERENCE 2**

Name of reference: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone number for contact: \_\_\_\_\_

Describe the business or financial relationship:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS OR FINANCIAL REFERENCE 3**

Name of reference: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone number for contact: \_\_\_\_\_

Describe the business or financial relationship:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**008 PARK CONCESSIONS RFP- SECTION II - RFP QUESTIONNAIRE**

*Page 4 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

**Present proposal as a separate document including required financial documentation, menu items and prices, profit margin, Parks and Recreation compensation and payment frequency.**

**9. PROPOSED SERVICES.**

Describe the services proposed for the Department. Describe the type and features of the menu or products to be offered, proposed hours and days of operation, type of cart, trailer, grills, vehicle or other assets required to deliver service. Aspects of your proposed services that you believe best describe your services and business philosophy. **DO NOT INCLUDE MATERIALS THAT DO NOT DIRECTLY RELATE TO YOUR PROPOSED SERVICES. IF PICTURES, BROCHURES, FLYERS, ETC. ARE ENCLOSED, PLEASE EXPLAIN CLEARLY THE CONNECTION BETWEEN THESE ENCLOSURES AND THE PROPOSED SERVICES**

**10. FINANCIAL PROPOSAL.**

Based on your expert experience in the seasonal concessions business and having 1) thoroughly read the enclosed contract and RFP documents; 2) asked the Department any questions you may have had about the terms, conditions or responsibilities described; 3) visited the proposed sites; 4) sought legal and financial advice as needed; and 5) researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as follows (insert the percentage in the space provided):

Concessionaire shall pay the Department of Parks and Recreation either a sum equal to percent (\_\_\_\_%) of gross sales or a predetermined monthly fee in the amount of (\$\_\_\_\_\_). Payment of fees due must be made: (check one): (\_\_\_\_) daily, (\_\_\_\_) weekly, (\_\_\_\_) monthly, or (\_\_\_\_) at the end of the sales period (specify)\_\_\_\_\_.

**APPENDIX B SIGNATURE**

In submitting this proposal, I understand that the City reserves the right to reject any and all proposals. The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party.

**FIRM NAME**

\_\_\_\_\_

**OFFICIAL ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Date)