



**REQUEST FOR PROPOSAL(S)
FOR MT. JULIET LEAGUE, INC.**

Request for Proposal – Concessions Stands

Issued By:

**MOUNT JULIET LEAGUE, INC.
10835 LEBANON RD.
MOUNT JULIET, TN 37122
(615) 758-8991**

Date of Issue: September 8, 2021

Proposal Due Date: October 8, 2021 Time 5:00PM CDT

Proposals must be

Clearly Marked “Concession Stands”

Dated on or before “October 8, 2021”

Delivered to:

**Mt. Juliet League, Inc.
PO Box 311
Mt Juliet, TN 37121
Email: mtjulietleague@tds.net**

Mount Juliet League, Inc.
10835 Lebanon Rd Mt. Juliet, TN
Phone 615-758-8991



Background of the Mt. Juliet League, Inc.

Mt. Juliet League Inc. is located in the City of Mount Juliet, TN. The league has an enrollment of over 1,400 players. The league offers both Baseball and Softball and playing ages from 4 years to 17 years. Mount Juliet League Inc. operates with an elected Board of Directors consisting within officers of President, Vice-President, Treasurer and Secretary. The governing body appoints committees to solicit bids, make recommendations to the Board on various park matters and ensure proper representation for the league. The league currently has 14 committees consisting of Baseball and Softball Operations, Coaches Selection, Concessions, Equipment, Ethics, Executive, Field Maintenance, Finance, Public Relations, Scheduling, Sponsorship, Tournament and Umpire Committees. In accordance with Section 501-(C)-(3) of the Federal Internal Revenue Code, the Mt. Juliet League, Inc. shall operate exclusively as a non-profit educational organization providing a supervised program of competitive baseball and softball games.

General Bid Information

Proposals for Concession Stands of Mt. Juliet League will be received at PO Box 311, Mt Juliet, Tennessee 37121, Attention: Concession Stands, on or before 5:00 PM on October 8, 2021. Please contact Toni Rayburn at 615-498-7922, toni.rayburn@gmail.com should you have any questions.

PROPOSAL FORMS

One paper copy of the proposal is required; one electronic copy of proposal is desired **AND** required in PDF format if the proposal is more than 7 pages in length which may be on disk or flash drive. All proposals must have the name of the proposal, and the proposal due date when applicable on the outside of the envelope. Bid must be signed by authorized representative of company/business placing bid at time bid is received by Mt. Juliet League, Inc.

SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Proposal (Quote) including site inspection; policies and procedures of the Mt. Juliet League Inc. and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements. Bidder will show evidence of license, expiration date and classification if required and when applicable.

BID REJECTION

The League reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

Proposers may not restrict the rights of the League or otherwise qualify their proposals. If a Proposer does so, the League may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

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The League reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the League. Where the League waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the League may hold any Proposer to strict compliance with the RFP.

Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations. The League may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

PAYMENT FOR LEAGUE PURCHASES

Any payment made by Mt. Juliet League Inc. will occur after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must be complete and itemized.

IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

COMPLIANCE

In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SUITABLE MATERIALS, ETC.

Not Applicable to this RFP

FIRM OFFER

For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later.



BID PREPARATION COSTS

The League is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An officer or director of the Mount Juliet League may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or director is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or director has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor, for any reason whatsoever, Mount Juliet League may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

BILLING INSTRUCTIONS

Invoices must be billed to Mount Juliet League, Inc. at the address shown on the individual Purchase Order, Contract Award or Delivery Order. The League will make payment after it receives the invoice and documentation that the merchandise or service has been received. Questions concerning payment should be addressed to the Concessions Committee of Mt. Juliet League, Inc.

DISCRIMINATION CLAUSE

Mount Juliet League, Inc. is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

SUBMITTALS

Not applicable to this RFP.

QUALITY ASSURANCE

All work to be completed and maintained by the vendor to the satisfaction of the Mount Juliet League, Inc. Board of Directors.



MT. JULIET LEAGUE CONCESSIONS SPECIFICATION

The following is a general understanding of the scope of work proposed for managing and operating the concessions stands (3) known from this point forward as the “the concessions” and being the property located at 10835 Lebanon Road, Mt. Juliet, Tn. 37122, and known as Mt. Juliet League, Inc.

The period for the scope of work will begin on December 1, 2021 and expire November 30, 2022. After the 2022 Fall season has ended the board will accept proposals for future seasons with a two-year contract or may elect to renew the existing contract for a period of two years. The proposals will be considered, voted on, and ultimately accepted based on the past performance, profitability, ease of partnership, and ability to provide and meet provided budgets. Either party with 90 days advance notice, can cancel this contract. If contract is terminated; payment will be expected through the termination notice only-total annual amount is not guaranteed.

1. The Vendor will be responsible for all aspects of the concessions stand including stock, staff and additional equipment not already in the stands.
2. The Vendor will be responsible staffing for regular season and all tournaments held at the park.
3. This bid will include up to 6 tournaments with a minimum of 4 fields. School tournaments (softball or baseball) and any additional tournaments will be defined by the Tournament Committee and approved by the board of directors.
4. The Vendor will not sublease or transfer this agreement to anyone without prior written approval from the Property Owner.
5. The Vendor agrees to hold the Property Owner harmless for any and all losses or claims that may arise from the Vendor’s operations on the property.
6. The Vendor shall have the exclusive right to serve hot and cold beverages as well as any other sundry items from inside the concession stand.
7. MJ League shall hold the right to approve any and all advertising materials being used on the premises.
8. All operation hours shall be approved by the MJ League.
9. The Vendor will be responsible for all upkeep during the term of this concession agreement.
10. Furthermore, MJ League reserves the right to inspect the property at any time.
11. The Vendor agrees to abide by all laws and regulations of the state of Tennessee.
12. The Vendor agrees to keep all permits and licenses required by the Department of Health during the term of this concession agreement.



13. The Vendor is required to maintain their own professional licenses and permits. This template also makes it clear that the Vendor is responsible for maintaining and securing the leased areas at all times.
14. MJ League shall provide all electric and water services necessary for the operation of the concession stand.
15. Any additions or improvements done to the property during this lease term must be previously approved by the Property Owner.

Summary: This contract should be a guide to describe a **general** scope of work to be provided by the contracted concession stand vendor. This position is a contract vendor, as such, is not an employee of the park.

This position reports directly to the Concessions Chairman.

An annual report will be created and given to the park director on, or before, November 1st. This report will include:

- The past years budget, proposed, accepted, and actual.
- Items completed within the scope of work included in the contract.
- Tournament activities completed, suggestions for future tournament procedures.

A report will be created bi-weekly of the activities performed that fall within the scope of work anticipated and suggestions will be included in this report for items to be addressed outside the general scope.