

The following Minimum General Proposal Conditions have been developed and pertain to none, any and all purchases that may be made as a result of this request.

1. The City has the right to accept the lowest and/or best proposal received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the proposal.
3. **TIME OF ACCEPTANCE** If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. If a proposer discovers any ambiguity, conflict, discrepancy, or omission or other error in the RFP, it shall immediately notify the Purchasing Director of such error via email swhite@jacksontn.gov and request modification or clarification of the document.
5. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
6. **SIGNATURE ON PROPOSALS** Each proposal should give the full name and business address of the proposer. Unsigned proposals will be rejected. The person signing the proposal must show his title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposals must be written with typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the proposal.
7. **BOND REQUIREMENTS** All bond requirements shall be identified in the Request for Proposal. The right is reserved to require the successful proposer to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
8. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. The articles on which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.

Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities; it is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the proposal. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the proposal such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a proposal.

9. **Inspection** Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

10. WARRANTY State any and all guarantees or warranties that would apply to item/
product/service which you are proposing.

**11. Proposals should be submitted, WITH ONE ORIGINAL, 6 COPIES AND 3
FLASHDRIVES**

12. Faxed or emailed proposals will not be accepted.

13. These specifications meet the minimum requirement.

**NO PROPOSALS WILL BE ACCEPTED AFTER THE ADVERTISED
PROPOSAL OPENING TIME.**

**THE CITY RESERVES THE RIGHT TO DETERMINE THE
COMPETENCE AND RESPONSIBILITY OF A PROPOSER FROM ITS
KNOWLEDGE OF THE PROPOSER'S QUALIFICATIONS OR FROM
OTHER SOURCES.**



PURCHASING DEPARTMENT

This proposal is for the reuse/repurpose/operation of the West Tennessee Baseball Stadium. The insurance requirements, bonds, subcontractor information, Building Department information and state contractors information will not apply to this proposal, however, the successful contractor will need to conform.

All Proposers MUST submit with their proposal:

SIGNED INDEMNITY AGREEMENT - (A COPY OF WHICH IS ATTACHED HERETO)
SIGNED AFFIRMATIVE ACTION COMPLIANCE FORM
SIGNED DRUG-FREE WORKPLACE AFFIDAVIT.
W-9 IF NEW PROPOSER
COMPLETED BUSINESS LICENSE INFORMATION
SIGNED IRAN DIVESTMENT ACT FORM
COMPLETED SAFETY FORM
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
SIGNED CHILD CRIME AFFIDAVIT
SIGNED PROHIBITATION OF ILLEGAL IMMIGRANTS
COMPLIANCE AFFIDAVIT
SIGNED ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964
ANY OTHER FORM INCLUDED FOR SIGNATURE

ANY PROPOSAL SUBMITTED WITHOUT THE ABOVE INFORMATION COULD BE REJECTED.

Proposals are awarded based upon qualifications, experience, and knowledge. Proposals will not be opened at the proposal opening, however, the name of each proposer will be read aloud. This is to avoid disclosure of contents to competing proposers during the subsequent negotiations. Proposals will be open to public inspection once the intent to award the contract to a particular proposer is announced. Discussions may be conducted for clarifications with responsible proposers who submit proposals determined by the Purchasing Director to be susceptible to be selected. These proposers will be given fair and equal treatment relative to discussion and revision of proposals. Revisions to proposals are permitted after submission and before the intent to award to a particular proposer is announced to obtain the best and final offers. City personnel may not disclose information

derived from competing proposals. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City of Jackson.

SUCCESSFUL PROPOSER WILL BE RESPONSIBLE FOR ALL TAXES LEVIED UNDER THE LAWS OF THE STATE OF TENNESSEE.

THE CITY IS EXEMPT FROM FEDERAL AND STATE TAXES. UPON REQUEST, THE CITY WILL PROVIDE A SALES TAX EXEMPTION CERTIFICATE TO THE AWARDED FIRM. CONTRACTORS DOING BUSINESS WITH THE CITY SHALL NOT BE EXEMPTED FROM PAYING SALES TAX TO THEIR SUPPLIERS FOR MATERIALS TO FULFILL CONTRACTURAL OBLIGATIONS TO THE CITY, NOR SHALL ANY VENDOR BE AUTHORIZED TOO USE THE CITY'S TAX EXEMPTION IN SECURING SUCH MATERIALS.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal each party thereto certifies as to its own organization under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to 12-12-106. This is the Iran Divestment Act which states that the State of Tennessee must publish on the state's website, a list of people determined to be engaged in investment activities with Iran. Prohibits people on the list from contracting with the city and makes any contract entered into void.

Purchase Order/Contract will go into effect once a purchase number has been assigned.

Termination for Cause

If, through any cause, the successful proposer shall fail to fulfill in a timely and proper manner, as determined by the City of Jackson, its obligations under this Contract/Purchase Order, or if the proposer shall violate any of the covenants, agreements, or stipulations of this contract, the City of Jackson shall thereupon have the right to terminate the contract by giving written notice to the proposer of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by the City of Jackson in its sole discretion. In the event of such termination, the proposer shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by the bidder in connection with this Contract/Purchase Order as

of the date of receipt of notifications of termination. The proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the proposer covered by the Contract/Purchase Order, less payments previously made.

Termination for Convenience

Either the City of Jackson or the proposer may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the bidder covered by the Contract/Purchase Order, less payments previously made.

PUBLIC ACTS 109
(Iran Divestment Act)

“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 penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Company Name (Proposer/Contractor)

Print Name _____

Signed _____

Title _____

1. DISQUALIFICATION OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proponent and the rejection of their Proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSAL

State of _____

County of _____

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

- (1) He is owner, partner, officer, representative, or agent of _____, the Proposer that has submitted the attached Proposal;
- (2) He 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 Proposal 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

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

My commission expires: _____

CHILD CRIME AFFIDAVIT

State of _____

County of _____

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

He/She is the owner, partner, officer, representative, or agent of

_____, the Proposer that has submitted the attached Proposal;

The Proposer _____ will abide by the following if chosen as the successful proposer:

The Proposer _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Proposer to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

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

My commission expires: _____

PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. 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 the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____ Date

Executed _____

Printed Name and Title of Person Signing

Notary public:

Subscribed and sworn to me this _____ day of _____ 20__

My commission expires: _____

ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

_____ Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Jackson, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City of Jackson and **HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.**

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City of Jackson.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City of Jackson personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City of Jackson shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City of Jackson. In the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant

(Applicant)

By _____ **Dated** _____

_____ **Address** _____

(Title of Authorized Official)

BUSINESS LICENSE APPLICATION FACT SHEET

Contractors living outside Tennessee with no state business location must have a state business account number to report sales in counties with sales between \$10,000 and \$50,000. They must get a county and city business license in counties from each jurisdiction where the contractor has \$50,000 or more in sales for the tax reporting period.

If you are an out-of-state entity doing business in Tennessee without a fixed business location in Tennessee, please contact the Department to discuss your situation to determine if Tennessee business tax is required to be paid. Please contact the Department of Revenue at (615) 253-0600 (Nashville-area and out-of-state) or (800) 342-1003 (statewide toll-free). You also go to the state website tn.gov/revenue , revenue help, taxes, business tax, if you don't find your answer in the question, you can go to the bottom of the page and submit a request . Give all the details and a state representative will email you back with an answer.

A business application can be located at cityofjackson.net. If you have any additional questions concerning the business license you may contact the City Of Jackson, Revenue Department @ 731-425-8215.

LIST PROJECT NAME:

LIST CONTRACTOR & PHONE NUMBER:

VENDOR LOCATION:

LIST SUBCONTRACTORS & PHONE NUMBERS:

THIS PROPOSAL MAY BE CANCELED, OR THE ACCEPTANCE OF ANY PROPOSAL REVOKED BY THE CITY OF JACKSON UPON WRITTEN NOTIFICATION TO THE OTHER PARTY AT ANY TIME PRIOR TO, OR AFTER, THE ISSUANCE OF A REQUISITION FOR PURCHASE OR THE EXECUTION OF A WRITTEN CONTRACT BY THE CITY OF JACKSON.

THE BID/PROPOSAL/CONTRACT/PURCHASE ORDER MAY BE CANCELED BY THE CITY OF JACKSON AT ANY TIME FOR JUST CAUSE SUCH AS NON-DELIVERY, SUBSTITUTION OF NON-SPECIFIED PRODUCTS, LATE DELIVERIES, OR CONTINUOUS PROBLEMS WITH THE VENDOR. NON-DELIVERY OF MERCHANDISE WITHIN ONE WEEK OF ORDER WILL BE GROUNDS FOR VOIDING THE AGREEMENT. THE CITY RESERVES THE RIGHT TO REJECT ANY BID IF THE EVIDENCE SUBMITTED BY, OR INVESTIGATED OF, SUCH PROPOSER IS NOT PROPERLY QUALIFIED TO CARRY OUT THE OBLIGATIONS OF THE PROPOSAL AND TO COMPLETE THE WORK CONTEMPLATED THEREIN WITHIN THE TIME FRAME SET FORTH IN THE PROPOSAL USING SUPERIOR QUALITY MERCHANDISE/EQUIPMENT.

THE CITY OF JACKSON HAS THE RIGHT TO WAIVE INFORMALITIES AND TO REJECT ANY AND ALL PROPOSALS WHOM IT FINDS, AFTER REASONABLE INQUIRY AND EVALUATION TO BE NON-RESPONSIVE, OR IT WOULD NOT BE IN THE BEST INTEREST OF THE PROJECT TO MAKE THE AWARD.

IF FORWARDED BY MAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS "SEALED BID ENCLOSED"

PROPOSER MUST RETURN THE SIGNED INVITATION TO BID FORM.

USE INFORMATION IN THIS PACKAGE TO SUBMIT YOUR PROPOSAL. ANY QUESTIONS SHOULD BE ADDRESSED, IN WRITING, TO SUSAN WHITE, PURCHASING DIRECTOR, EMAIL (swhite@jacksontn.gov). POTENTIAL PROPOSERS MUST REVIEW THE PROPOSAL PACKAGE UPON RECEIPT TO IDENTIFY ANY QUESTIONS AND/OR ISSUES. ANY/ALL QUESTIONS SHOULD BE SUBMITTED IN A SINGLE REQUEST FOR ADDENDUM.

ALL PROPOSALS ARE OPENED AT 10:30 A.M. UNLESS OTHERWISE INDICATED

IF ADDENDA ACKNOWLEDGEMENTS ARE NOT INCLUDED WITH THE BID/PROPOSAL, THE BID/PROPOSAL COULD BE REJECTED. IT IS THE BIDDERS SOLE RESPONSIBILITY TO OBTAIN THE BID OR PROPOSAL PACKAGE, FROM THE PURCHASING DEPARTMENT SWHITE@JACKSONTN.GOV ADDENDA AND OTHER INFORMATION WILL BE POSTED ON THE CITY WEBSITE, WWW.CITYOFJACKSON.NET OR WWW.JACKSONTN.GOV. IT IS THE VENDORS RESPONSIBILITY TO CHECK THE WEBSITE, DOWNLOAD THE ADDENDA AND ACKNOWLEDGE IN THE INVITATION. MAIL THE COMPLETED FORM TO CITY HALL, ATTN: PURCHASING 115 E. MAIN ST., SUITE 202, JACKSON, TN 38301.

INDEMNITY

Any indemnity or hold harmless language is inapplicable to the city, as the State Attorney General has opined that such provisions nullify state immunity and appropriate public funds without legislation action. Each party will be responsible for its own acts or omissions.

Signed: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R. §§ 60-1.4, 60-250-5, and 60-741.5.

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

PLEASE CHECK ONE:

_____ Our Company will comply with the foregoing to the extent required by law.

_____ Our Company is exempt from the provisions of the Equal Opportunity Clause.

Date of Execution: _____

Name of Executing Officer: _____

Title: _____

Company Name: _____

Address: _____



The City of Jackson has a drug and alcohol testing program for testing employees for workplace use of drugs or alcohol. Please see the following pages for an example of the City of Jackson's policy.

My company _____ has a drug and alcohol testing program for our employees, which is at least as stringent as the government's program.

Name: _____

Title: _____

Date: _____

SPECIFICATIONS

City of Jackson, Tennessee

Reuse/Repurpose/Operate the West Tennessee Baseball Stadium

Issue Date: May 11, 2021

Due Date: August 18, 2021

A. PURPOSE

The City of Jackson, Tennessee is seeking proposals from individuals, firms and/or organizations who are interested in reusing /repurposing /operating the West Tennessee Baseball Stadium (the "Stadium"). We are looking for ideas to implement and to draw crowds for sports and entertainment events. The City no longer has a minor league baseball team, and the agreement under which the Jackson Generals previously used the Stadium has terminated.¹

B. INTRODUCTION

The City is asking for your expertise to assist with reusing/repurposing/operating the Stadium, which is owned and operated by the City of Jackson, Tennessee. The stadium opened on April 16, 1998 and has hosted several class AA baseball teams. It will seat 6,000 fans, has eight skyboxes, a press box, locker rooms, children jumper areas, a natural grass field, club and berm seating for an additional 2,000 fans, a separate family/company picnic area, an electronic scoreboard, and a magnificent sound system. A special controlled access elevator moves fans to the reserved areas of the stadium. There is a picnic/playground/family area and a special no smoking/no alcohol section for fans or parties.

Heery International was selected for the design-build Stadium project, which was completed at a cost of \$8 million. In the first year, over 140,000 tickets were sold. The Stadium is directly across from the Jackson/Madison County SportsPlex. Creating the new Jackson/Madison County SportsPlex was one of the single most ambitious community service projects the City and County have ever undertaken. This \$11+ million complex contains four pods of the highest quality baseball and softball fields and amenities, which are designed to host both regional and national tournaments. Its reputation in design, maintenance, and operations excellence has exceeded the requirements and expectations of the organizers of such challenging events. Built on several acres of land visible from I-40 and adjacent to the Stadium, the SportsPlex has served several million young players and their families. Large commercial projects adjacent to the site on the west have been developed, as well as, in areas north along the existing I-40 Interchange.

There are several acres of land immediately west of, and adjacent to, the professional baseball field. The site provides easy access for hundreds of thousands of users each year. Both the Stadium and the Sportsplex are clearly visible from busy Interstate 40. The facilities at the Stadium and the SportsPlex include buildings architecturally and aesthetically matched, so that the whole complex has become an integrated visual attraction and pleasant experience for everyone. An attractive and functional pedestrian tunnel under the new road between the neighboring commercial development and the SportsPlex provides ease and safety for those crossing from one area to the other. Additionally, several parking lots with substantial parking spaces serve visitors with convenient access to key points throughout the complex. Recently, the City has completed the Vicki Lake Dog Park that was constructed from a grant from the Randy Boyd Foundation. This facility is located next to the Stadium.

¹ Since 2011, the Stadium has been subject to a Stadium License and Use Agreement with the Jackson Baseball Club. That agreement (a copy of which is available upon request) provides that the agreement shall terminate if the licensee's baseball team (most recently known as the "Jackson Generals") should ever cease to be an A, AA, or AAA team within minor league baseball. The Jackson Generals lost that status when Major League Baseball recently restructured minor league baseball and did not invite the Generals to be part of the new minor league. The City as a result has notified the Jackson Baseball Club that it will have no rights with respect to use or occupancy of the Stadium after May 28, 2021. The Club has filed an arbitration proceeding in which it disputes the termination.

About West Tennessee

In the heart of Madison County, Jackson is considered the hub and the metropolitan center of West Tennessee. It sits astride Interstate 40 and U.S. Route 45. These major arteries provide easy access from points east, west, north and south. On the east, Nashville is just over two hours away, whereas Memphis is about an hour's drive west. There are no major metropolitan areas within convenient driving distance north or south.

Madison County's population grew at a 15-20% annual rate in the last decade and now exceeds 98,000 people, who provide the energetic center of West Tennessee. Tourists and shoppers regularly visit Jackson from as far north as Kentucky and as far south as Mississippi. This market reach with such an expanded geographic area serves a population estimated at 500,000 people.

The dynamic mix of well-educated and skilled workers, both long-time residents and new arrivals, enables the community to staff major industrial factories and service firms. Procter and Gamble, Maytag, Black & Decker, Toyota Bodine, and many other industrial producers and automotive supply firms are well- established here.

Many students in private schools, Jackson and Madison County public schools, grades 1 to 12, participate in various sports activities and programs. In Madison County, vocational trade schools and a major community college will continue their record of preparing both young and mature workers for skilled factory and administrative employment.

Three of the six West Tennessee universities are located in Jackson. University of Memphis at Lambuth, Union University, and Lane College offer options at both the undergraduate and graduate degree levels. Bethel, Freed Hardeman, and the University of Tennessee Martin are nearby.

EVENT CAPABILITIES

The Stadium supports baseball, soccer, football, lacrosse, field hockey, and other field sports, as well as, music and other entertainment events.

It is anticipated that the successful respondent will conduct an independent assessment of the Stadium and develop a thoughtful repurpose and improvement plan that adequately balances various considerations including life safety, deferred maintenance, minimum facility codes and standards, and financial feasibility to operate the venue at a profit.

C. PROJECT OBJECTIVES AND SCOPE

1. **Secure continued uses of the Stadium.** The City seeks proposals from a professional sports team or operator of a sport team(s), a concert entertainment operator, a developer, a

visionary, and/or investor groups. Respondents are encouraged to form partnerships in order to provide more than one form of entertainment or solution.

2. Provide for the upgrade and repair of the Stadium based upon your RFP

RFPs should describe any proposed renovations to the Stadium based upon proposed use(s). Such renovations may include, but not be limited to:

- upgrades to Stadium's grass playing field
- replacement or refurbishment of the Stadium and outfield seating
- lighting and other systems upgrades
- providing a portable stage and equipment for entertainment venues
- upgrades to food service and concession facilities
- upgrades to restroom and locker room facilities
- upgrades required to meet and exceed building code and ADA compliance.

It may also be necessary to produce a phased plan to complete all upgrades. Please provide a list of the upgrades based on the perceived ranking of most needed to least needed. Please note that applicants are encouraged to maximize private investment and limit public investment.

3. Establish an operational management program for the Stadium

Respondents must present a management plan for the Stadium that will describe the operations required at the field and overall site, as well as, provide for maintenance and capital improvements.

The Plan should include:

- a. A Stadium building program for particular planned use(s) (e.g., fixed and total Seating capacity, premium seating inventory, group/party areas, team/artist facilities, etc.)
- b. A proposed cost of upgrades/repairs (range would suffice) and potential Phasing schedule (if applicable)
- c. Identification of potential project funding sources, both public and private, Specifying the anticipated level of funding the Respondent is willing to commit to proposed upgrades/repairs, including proposed sources of funding. Respondent should also identify the level of expected public funding and assist in identifying potential sources of said funds.
- d. Proposed basic Stadium license and use agreement terms, revenue splits, and the funding of an annual capital reserve with the City.
- e. Parking requirements.

D. ESTIMATED RFP TIMETABLE

ACTIVITY	DATE
1. RFP Issued	May 10, 2021,
2. Optional Tours of the stadium	June 1 and 2, 2021 Please contact Susan White, Director of Purchasing, to arrange a tour. swhite@jacksontn.gov
3. Deadline for Questions	July 12, 2021 at noon Central time
4. Responses Provided to Questions	July 19, 2021 at noon Central time
5. Deadline for Submission	August 18, 2021 at 10:30 a.m. Central time

Following the deadline for submission, Respondents will be informed of whether they are invited to interview.

It is the responsibility of Respondents to check the website periodically for any addenda.

E. EVALUATION CRITERIA

The City shall consider the following criteria in evaluating your organization and its response:

	0-33 Points
1. Proposed use(s) of facility. Respondents must provide a thorough and detailed description for their proposed use(s) of the Stadium.	33
2. Respondent 's and partners relevant experience, technical competence, financial plan and capacity to perform the renovations, as well as, ongoing maintenance and repairs.	33
3. Private capital investment. Applicants are encouraged to maximize private investment and limit public investment.	33
Total	99

F. SUBMISSION REQUIREMENTS (SPECIFIC)

Submissions must include the following:

- 1) Cover letter summarizing submission, proposed uses and describing capability to perform. The Respondent will list all proposed uses. The cover letter should also include a primary contact person with a telephone number, mailing address and email address.
- 2) Detailed description of all proposed use(s) for the Stadium, including business and marketing plans if appropriate. If such uses include a professional sports team, please identify Respondent's rights, affiliations and/or permission to represent such team and any associated league in the RFP process.
- 3) Detailed annual budget and description of annual capital improvements necessary to meet the uses identified in submission. A description of the phasing of improvements including estimated costs is required. Respondents are required to provide a cost estimate that is consistent with the building program, design and anticipated phased development timeline. The City's expectation is that a Stadium license and use agreement and/or development agreement will be entered into no later than December 1, 2021. The agreement estimate shall include, but is not limited to:
 - total project costs including pre-development costs
 - renovation and/or construction hard costs
 - soft costs
 - contingencies
 - financing costs and all other costs, so that the anticipated full cost to develop the venue is provided.

The cost estimates should be inclusive of any site preparation costs, including any demolition or infrastructure improvements. Sources of funding for all capital improvements must be identified. This shall include the Respondent's proposed investment and whether the Respondent would require and/or offer shares of ownership to be purchased by local investors.

- 4) Plan to reuse/repurpose/operate proposed facilities, including proposed operating proforma showing annual revenues and expenses. Such plan shall also include credentials and relevant experience of the proposed management team. Respondent shall also identify changes, if any, that might be required to the City of Jackson's ordinance in order to facilitate such plan. Respondent shall propose responsibilities for capital maintenance and reserve and cost overruns. Respondents are asked to propose Stadium license and use agreement terms between the private entity and the City. Respondents are also asked to include details regarding plans and opportunities for development and investment as they relate to the community.

G. SUBMISSION REQUIREMENTS (GENERAL)

Respondents shall include general information as identified below in their submission:

- **Firm/Organization Information:** Include a description of the Respondent firm/organization, its history, ownership structure, officers and directors, and number of employees. Provide information regarding any contractual litigation, arbitration, and mediation cases for the last five (5) years.

- **Comparable Experience:** Provide a brief history of the firm/organization's relevant or comparable large-scale development projects, similar entertainment and associated development projects, as well as, any experience with public-private ventures and the results of those experiences. Include a description of the Respondent's professional qualifications that demonstrate extensive experience with such projects. Include details on financial commitment and participation on previous projects.

- **Staff and Roles:** Provide a description of key staff that would be involved in the Stadium repurposing, along with their roles, experience, and qualifications.

- **Financial Strength:** Provide proof of firm/organization's financial capacity, such as credit information, credit references and audited financial statements for the last three (3) years, as evidence that the firm/organization has financial capacity to perform in accordance with the plan making up this submission.

- **References:** Identify at least three (3) references for projects where your firm/organization has been involved in a large-scale development project, similar entertainment and associated development projects, or a public/private partnership. Explain the role your firm/organization performed/continues to perform in the relevant projects. For each reference, please include a contact name, telephone number and email address of the individual.

- **Other Relevant Information:** Provide any other information that would be appropriate and helpful in determining the Respondent's capacity and reliability to perform these services, including marketing materials, background information, or other descriptive examples of the firm/organization's work.

FORMAT REQUIREMENTS

Respondent submissions shall be drafted in an organized manner, bound or presented in a three-ring binder, with sections appropriately tabbed and identified in both paper and electronic formats. Preferred formatting is 8.5" x 11".

Greater detail regarding supporting information and documentation will assist the City of Jackson in the evaluation of responses. Information such as marketing materials, corporate brochures, personnel policies, and financial policies and procedures could be included as exhibits.

Submissions must be delivered in a sealed package with the name and address of the Respondent clearly noted on the packaging envelope. The packaging envelope for the submission should also be marked as follows: Reuse/repurpose/operate the West Tennessee Baseball Stadium

H. SELECTION

All proposals will be reviewed and evaluated by the City of Jackson. Proposals will be reviewed and evaluated based upon information contained in the respective submission packages and their responsiveness to the submission criteria.

The City of Jackson shall have the right to request additional information from and review additional records of any or all respondents or undertake site visits of existing projects or request meetings with applicants. Failure to comply with such requests may result in elimination from further consideration.

The City of Jackson, at their sole discretion, may interview none, one, some, or all the respondents who submit in response to this RFP.

The City of Jackson reserves the right to reject any or all proposals not complying with the terms of this RFP or to accept partial submissions in their discretion.

The City of Jackson, at their sole discretion, may also waive, defer, or modify any requirements or elements within this RFP.

The City of Jackson, at their sole discretion, may extend the dates contained in this RFP or cancel this RFP at any time. By responding to this solicitation, no respondent is vested with any rights in any way whatsoever.

End of specifications