

Issuance Date: July 7, 2016
Pre-Proposal Meeting: July 19, 2016
Deadline for Questions: July 27, 2016
Proposal Opening: August 4, 2016
BMA Approval Date: September 26, 2016

CITY OF GERMANTOWN REQUEST FOR PROPOSAL

**RFP2017-005 Event Planning Services for the
Bobby Lanier Farm Park Hay Barn Pavilion**



**1930 S. Germantown Road
Germantown, TN 38138**

**DUE DATE: No Later Than
2:00:00 P.M
(Local Time)**

**THURSDAY
(Day)**

**AUGUST 4, 2016
(Date)**

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CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
www.germantown-tn.gov

INVITATION TO SUBMIT
REQUEST FOR PROPOSAL FOR
Event Planning Services at the Bobby Lanier Farm Park
Hay Barn Pavilion
RFP #2017-005

Dear Proposer:

The City of Germantown is requesting the submittal of REQUEST FOR PROPOSALS (RFP) from qualified PROPOSERS interested in providing Event Planning services for the Bobby Lanier Farm Park per T.C.A. § 12-3-101 et seq., T.C.A. § 12-3-2002 et seq., and City of Germantown, TN Ord. No. 2007-21, § 1, 2, 1-14-08 - Sec. 2-338. Competitive sealed Proposals.

You are invited to submit a Proposal. **Please structure your Proposal in accordance with the requirements and specifications outlined in this Request For Proposal. Any deviations, additions or deletions should be so noted.** Your Proposal should address the issues and requirements **in order** as outlined on the following pages.

One (1) original and Five (5) copies of your Proposal and any supporting documentation must be received by 2:00:00 P.M. (local time), on **AUGUST 4, 2016**. PROPOSALS RECEIVED AFTER THIS TIME AND DATE WILL NOT BE CONSIDERED. A pre-Proposal conference is scheduled for TUESDAY, JULY 19, 2016 at the City of Germantown, Parks and Recreation Department, 2276 West Street, Germantown, Tennessee. Written clarification requests must be submitted no later than July 27, 2015.

If you have any questions concerning this Request For Proposal, please contact Cathryn Perdue, Assistant Procurement Director, at (901) 757-7260, FAX (901) 757-7258 or cperdue@germantown-tn.gov

Proposals shall be submitted in a sealed envelope, addressed as follows:

City of Germantown
Attn: Procurement Director RFP 2017-005
1930 S. Germantown Road
Germantown, TN 38138

Sincerely,

Lisa A. Piefer

Lisa A. Piefer
Procurement Director

CITY OF GERMANTOWN PROCUREMENT DEPARTMENT

NOTICE OF PROPOSAL LETTING

RFP Specification Number: 2017-005

Proposal Title: Event Planning Services at the Bobby Lanier Farm Park Hay Barn Pavilion

Proposal Due Time & Date: **2:00 P.M. THURSDAY, AUGUST 8, 2016**

Performance/Payment Bond: Not Required

Drawings: N/A

Pre-Proposal Conference: **2:00 PM., JULY 19, 2016**

Conference Location: **Parks and Recreation Department, 2276 West Street, Germantown, TN 38138**

Deadline for Written Questions: **JULY 27, 2016**

PLEASE MARK THE RETURN ENVELOPE:

1. Proposal Due Date and Time
2. Title of Proposal
3. RFP Number

RETURN PROPOSALS TO:

City of Germantown
ATTN: Procurement Director
1930 S. Germantown Road
Germantown, TN 38138

PROPOSALS SUBMITTED LATE, BY FAX OR E-MAIL WILL NOT BE ACCEPTED Please return the entire document intact.

REQUEST FOR PROPOSALS

EVENT PLANNING SERVICES AT THE BOBBY LANIER FARM PARK HAY BARN PAVILION FOR THE CITY OF GERMANTOWN, TENNESSEE

SECTION I: INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals ("RFP") is to define the City's minimum requirements, solicit Proposals, and gain adequate information by which the City may evaluate the services offered by Proposers.

The City of Germantown, Tennessee, ("City") located approximately fifteen miles east of Memphis, Tennessee hereinafter referred to as the City, intends to secure a Contract for event planning services.

1.2 Scope of Services

The City is seeking Proposals from event planners to be the exclusive event planning company to operate, coordinate and be the point of contact for services related to weddings and other special events for the Bobby Lanier Farm Park Hay Barn Pavilion.

Services are being sought to:

- Promote the Farm Park; increase the Farm Park's exposure and overall use to develop, expand, and position the City's newest park as an event venue
- Increase revenue to be generated through offering special events, weddings and business events at the Farm Park

The Farm Park is located at 2660 Cross Country in the "heart of Germantown". The City of Germantown Parks and Recreation Department's mission is to "strengthen the community and enhance the quality of life through people, parks and programs," and the Farm Park is a key park property in fulfilling that mission. The property can accommodate many types of life-enhancing and community-enhancing events for local, state, national, and even international users.

1.2.1 General Information – Bobby Lanier Farm Park

The Bobby Lanier Farm Park operates under the umbrella of the Parks and Recreation Department. The newest addition to the Farm Park is a 2,700 Sq Ft Barn. The Barn has a seating capacity of 100 people, caterers' kitchen and heat for year round use. Areas to the east and west of the facility can provide additional space for tents which increases the capacity. In the fifth year of operation, this Germantown park amenity serves as an education and demonstration center for sustainable living through agriculture and stewardship. The 10-acre working farm features a diversified community garden using organic growing methods. The farm park hosts a summer evening farmer's market, cooking demonstrations, garden talks, visiting farm animals, garden tours, children's programs, and school field trips for the community to enjoy. A part-time operations coordinator and a part-time program coordinator provide oversight to the project along with other seasonal workers, many volunteers and community partners.

To date, the Farm Park has experienced much success especially with the Community Garden project, youth education programs and the Germantown Farmer's Market at the Farm Park – one of the only evening markets in the area. The site is staffed and operated as a special recreation area, is open and accessible to the citizens of Germantown and serves as a regional eco-tourism destination site for the City. The financial sustainment of farm operations and educational programs are based on facility rental income, a diversified agricultural production program model, program fees and charges and private funding support.

1.2.2 Event Planner's Requirements and Execution of Work

The event planner will act as contractor for the City and be responsible for event booking, planning, and calendar

- Consistently communicating with staff through e-mails, phone calls, and meetings, to troubleshoot any issues and to ensure that rental/event business is well established and maintained
- Providing content and photo's to the City's marketing representative as related to the rental business for social media sites and City marketing messages. Event planner shall also advertise on their website as part of marketing effort
- Managing submissions and requests from clients to have weddings and special events at the Farm Park
- Booking weddings/special events, forwarding Contracts to Parks and Recreation and follow Contract through completion with the department (client will be Contracting with the planner for all event coordination and services and with for only the facility rental and event security; the event planner will execute Contract between client and on behalf of the City)
- Creating and establishing a preferred Proposer list (caterers, bartenders, photographers, and other resources available to clients) for clients, with different price points, to be approved by the City, with Proposers who comply with standards and policies set by the City
- Event Planner will be responsible for processing catering applications for caterer to be placed on a preferred caterer list. Event Planner shall obtain a copy of any required license and insurance. Event Planner will be responsible for forwarding copy of any required license and insurance to the Procurement Department. Should the City establish an application fee, all fees will be paid directly to the City of Germantown; payment location shall be determined by the City.
- Clearly stating and communicating policies of the City and formally executing them, as a representative of the City
- Understanding and keeping the best interests of all users of the City and the Farm Park in mind
- Event Planner will be responsible for booking a minimum of twelve (12) weekend events/weddings and/or other rental events during the FY 17 budget season (October 15, 2016 through June, 30, 2017) within the guidelines of the rental season and then increasing to a minimum of twenty (20) of the same type of bookings during FY18
- Taking the lead effort with sales and marketing on appropriate on-line and off-line media to increase exposure of the Farm Park as a unique rental venue

1.2.3 Qualifications of Contractor (Event Planner)

- Independent experience in the wedding/hospitality industry, with a minimum of three years' experience providing services on a full time basis
- Special event design experience
- Proven success in industry
- Someone who can execute events professionally and beautifully, to build the reputation of Farm Park as a unique event venue
- No Contract will be awarded except to responsible event planner capable of performing the service specified
- Before award of the Contract, any event planner may be required to show they have the experience, ability and financial resources to provide the type of services required in a satisfactory manner. The City reserves the right to visit the premises of Proposers being considered for award
- All event planners must currently be engaged in the business of providing event planning and be licensed within the State of Tennessee and City of Germantown
- Event Planner shall provide three references on Attachment "A" Reference Sheet and return with their Proposal
- Describe your company, number of employees, years in business, etc.
- Provide background and accomplishments, also, please provide portfolio with a minimum of ten events held at a similar venue
- How will your company execute and carry out the scope of work, as described in the "Event Planner's Requirements and Execution of Work" and Scope of Work" sections of this RFP?

1.2.4. Price Adjustments

Proposer shall supply a pricing schedule for review. Contract award will not be based on Proposer's pricing nor will the City dictate pricing structure or amounts.

1.2.5 Licenses and Permits

Required federal, state, and local licenses, permits and fees necessary for the operation of the food catering services shall be the responsibility of the successful Proposer and shall be included in the cost Proposal. Please provide a copy of your license(s) and permit(s) with your submittal. Licenses and permits shall be posted on site as requested by the City.

1.2.6 Scope of Work

The City reserves the right to use the awarded Proposer or a Proposer of their choice (Planner or Caterer) for any City events held at the Bobby Lanier Farm Park.

Rental of the facility will be handled by the Event Planner and all rental payments, or any other payments/fees required use of the facility will be paid directly to the City of Germantown, payment location shall be determined by the City.

PRE-WEDDING - Event Planner Responsibilities

- Handle inquiries via website, and respond within 24 hours (all during normal business hours)
- Be available as a representative of the City to communicate pricing structures, policies, available dates, and booking amounts (all during normal business hours)
- Be available to show venue in person by booking with client (including a walk-through, if requested, pre-sale, etc.)
- Event Planner shall be responsible for creating invoices for clients, and directing client to City payment location(s) as determined by the City
- Prior to wedding, conduct a planning session with client during a walk-through:
 - collaborate with client to determine comprehensive setup checklist, including décor, floor plan, layout, etc.
 - obtain a full list of Contracted vendors with Contract information
 - collect all insurance requirements from vendors and submit to the City
 - set timeline for event day(s)
- Comprehend and communicate the City's and the Farm Park's policies and rules, in their entirety.
- Follow up with all Contracted vendors to communicate timeline and production schedule. Share that information with City staff and ranger
- If ceremony is to be held on site, planner is expected to coordinate rehearsal during a mutually agreed time and not in conflict with other Farm Park or city programs

NOTE: Event planner will be Contracted to plan and coordinate events only at the Farm Park (for example, if client opts for wedding ceremony off site, event planner is not responsible for planning the offsite portion of event, unless the additional service is requested by the client). Event planner is not responsible if the Contracted party (client) does not abide by the rules and policies, but will make every effort to ensure that they are followed.

DAY OF WEDDING – Event Planner Responsibilities

- During day, be responsible for overseeing setup, which is to be arranged for and completed by client or arranged for by client and completed by client's vendor
- Orchestrate all wedding professionals (direct; answer questions)
- Ensure wedding party has on-site needs met, and that they are prepared to fulfill timeline
- Orchestrate ceremony, if on-site
- Work with ranger or valet service on-site to troubleshoot any issues/problems
- Oversee break down of entire event set-up including décor and trash removal; return the indoor and outdoor spaces to original condition including storing facility tables and chairs in Hay Barn storage room
- Be responsible for any necessary communications with Park Ranger for event, as determined by contractual needs of client and City policies and procedures

All floors and rooms used for an event or catered function shall be swept clean after each function, empty all garbage receptacles following the event and deposit all rubbish in the outside waste area.

The event planner is responsible for reporting in writing within 24 hours the occurrence of any damage to City property. Failure to report the damage within the specified time may be cause for termination of the Contract.

POST-WEDDING – Event Planner Responsibilities

- Follow up with City to arrange for client evaluation, using a template questionnaire available on event website
- Remit any remaining payments (checks) to City from clients.

1.2.7 Outcome and Performance Standards

Event Planner shall be responsible for providing a positive, memorable, professional customer service and overall experience, resulting in positive testimonials and recommendations to other future customers.

1.2.8 Price Lists

Attached for reference is the rental price list and all approved rental policies and guidelines (Attachment “B”) for the Farm Park. One price list is for all weekend special events including weddings. The other list includes an hourly rate for weekday meetings and picnics which will not typically require the services of the event planner. The City reserves the right to change rental rates, policies and guidelines. **The event planner Contracted by the City and will not be responsible for using this price list or processing and booking these smaller events, but instead forward those inquiries to the office.**

1.2.9 Compensation

Proposer shall provide price accordingly per the information stated below and formally on attachment 9.2 Cost Proposal Format located on page 36 of RFP document.

Event Planner shall pay to the City of Germantown _____% (Pre-Service) percentage of gross catering receipts for each catered event held at the Bobby Lanier Farm Park

Event Planner agrees to all City of Germantown Financial Reporting and Audit Requirements. Event Planner shall furnish a financial statement covering the operating cost of the Bobby Lanier Farm Park no later than 30 days prior to the end of the operating calendar year (Jan-Dec) Furthermore, Event Planner agrees at their expense to provide an audit of the finances pertaining only to the Bobby Lanier Farm Park once per calendar year.

1.3 Contract Duration

The term of this Contract (“Contract”) shall be for twelve (12) months beginning September 26, 2016, through September 25, 2017. The City reserves the right to extend this Contract for two additional one-year periods, provided that the City notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the Contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract.

Proposal Deadline

Proposals (“Proposal”) shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, Schedule and Explanation of RFP Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a Proposal as required before the deadline shall cause the Proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual Proposal receipt by the City. Late

Proposals shall not be accepted nor shall additional time be granted to any potential Proposer. **Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.**

1.4 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's Contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of Contracts with the City or in the employment practices of the City's Contractors. Accordingly, all Proposers entering into Contracts with the City shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.5 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the City's Procurement Department to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, Schedule and Explanation of RFP Events.

1.6 Letter of Intent to Propose

A letter indicating a Proposer's intent to respond to this RFP with a Proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, Schedule and Explanation of RFP Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Proposers may withdraw their *Letter of Intent to Propose* at any time before the deadline for submitting a Proposal. The following information should be included in the *Letter of Intent to Propose*.

Proposer Name
Name and Title of Proposer Main Contact
Address, Telephone Number, and Facsimile Number of Proposer Main Contact
Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a Proposal, but it is necessary to ensure a Proposer's receipt of RFP amendments and other communications regarding the RFP.

1.7 Competitive Sealed Proposal Process – Statute and Ordinance

Pursuant to State law (Public purchases, T.C.A. § 12-3-101 et seq.; local governments, T.C.A. § 12-3-2002 et seq. and City Ordinance (No. 2007-21, §§ 1, 2, 1-14-08 - Sec. 2-338), the City may use competitive sealed Proposals to purchase goods and services rather than competitive sealed bids when the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City based on the following conditions for use:

(i) Competitive sealed Proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase; and

(ii) When there is more than one solution to a purchasing issue and the competitive sealed Proposals will assist in choosing the best solution; or

(iii) When there is no readily identifiable solution to a purchasing issue and the competitive sealed Proposals will assist in identifying one or more solutions.

END OF SECTION

SECTION 2: SCHEDULE AND EXPLANATION OF RFP EVENTS

The following RFP Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all Proposers submitting a *Letter of Intent to Propose*.

	<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
1	City of Germantown Issues RFP	7/7/2016	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	7/12/2016	
3	Deadline for <i>Letter of Intent to Propose</i>	7/14/2016	
4	Pre-Proposal Conference	7/19/2015	2:00 PM
5	Deadline for Written Comments	7/27/2016	
6	Response to Written Questions/RFP Amendments	7/29/2016	
7	Deadline for Submitting a Proposal	8/4/2016	2:00 PM (CST)
8	Technical Evaluations Begin	8/4/2016	
9	Technical and Cost Proposal Evaluations	8/8/2016	
10	Finalist are Selected and Non-finalist Notification Letter is Released	8/8/2016	
11	Selected Finalists Make Oral Presentations	8/12/2016	
12	Deadline for Final and Best Offer	9/7/2016	
13	Contract Completion with Finalist	9/12/2016	
14	Contract Award by Board of Mayor and Aldermen	9/26/2016	6:00 PM
15	RFP Files for Public Inspection	9/27/2016	

2.1 Issue of RFP

The City of Germantown, Tennessee, is issuing this RFP on July 7, 2016.

2.2 Deadline for Disability Accommodation Requests

Proposers with a disability may contact the RFP Coordinator to arrange specific accommodations in order to be able to participate in the RFP process.

2.3 Deadline for Letter of Intent to Propose

Proposers are requested to submit a Letter of Intent to Propose by July 14, 2016 to the RFP Coordinator as described in Section 1.7.

2.4 Pre-Proposal Conference

A pre-proposal conference will be held on Tuesday, July 19, 2016, at 2:00 pm Central Time at the Parks and Recreation Department located at 2276 West Street, Germantown, TN. Proposers are strongly encouraged to attend this conference and to submit written questions in advance of the conference to the RFP Coordinator. Additional written questions may be submitted at the conference. A public log will be kept of the names of Proposers that attended the pre-Proposal conference.

A site visit to the Bobby Lanier Farm Park Hay Barn Pavilion will follow the pre-proposal conference.

Attendance at the pre-Proposal conference is not a prerequisite for submission of a Proposal.

2.5 Deadline to Submit Additional Written Questions

Proposers may submit additional written questions as to the intent or clarity of this RFP until close of business on July 27, 2016. All written questions must be addressed to the RFP Coordinator.

2.6 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendment will be distributed on July 29, 2016, to all Proposers whose organization name appears on the distribution list accumulated from Intent to Propose Letters received.

2.7 Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT DIRECTOR NO LATER THAN **THURSDAY, AUGUST 4, 2016, at 2:00 PM CENTRAL TIME**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each Proposal. Proposals must be addressed and delivered to the address listed within this RFP package.

PROPOSERS SHALL BE RESTRICTED TO ONE PROPOSAL PER RFP. Proposers submitting more than one version of their Proposal per RFP may be disqualified.

2.8 Technical Proposal Evaluation

An Evaluation Team will perform the technical evaluation of Proposals. In accordance with the criteria identified in Section 6.1-2, this process will take place between August 4, 2016 and August 8, 2016. During this time, the RFP Coordinator may initiate discussions with Proposers who submit responsive or potentially responsive Proposals for the purpose of clarifying without such discussion. Discussions SHALL NOT be initiated by the Proposers.

2.9 Cost Proposal Evaluation

In accordance with the criteria identified in Section 6.1-2, the cost evaluation of Proposals will be performed by an Evaluation Team. This process will take place on August 8, 2016.

2.10 Selection of Finalists

The Evaluation Team will select and the RFP Coordinator will notify the finalist on August 8, 2016. Only finalists will be invited to participate in the subsequent steps of the procurement.

2.11 Oral Presentation by Finalists

Finalist will be required to present their Proposals to the Evaluation Team. The RFP Coordinator will schedule the time for each Proposer presentation on August 12, 2016 (and August 16, 2016 if necessary). All presentations will be held at the Germantown Parks and Recreation Department. Each presentation will be limited to two hours in duration.

2.12.1 Best and Final Offers from Finalists

Finalists may be asked to submit revisions to their Proposals for the purpose of obtaining best and final offers by September 7, 2016.

2.13 Contract Completion with Finalist

Contract completion will be finalized with the most advantageous Proposer by September 12, 2016. In the event that a Contract cannot be completed, the City reserves the right to finalize a Contract with the next most advantageous Proposer without undertaking a new procurement process.

2.13.1 Contract Award by Board of Mayor and Aldermen

After review of the Evaluation Team report and recommendation, the Procurement Director will submit a formal recommendation accompanied by the signed Contract to the Board of Mayor and Aldermen for approval to award the Contract on September 26, 2016.

2.13.2 RFP Files for Public Inspection

The RFP file is open to the public for viewing after September 27, 2016.

END OF SECTION

SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Cathryn Perdue, Assistant Procurement Director
Procurement Department
1930 S. Germantown Road
Germantown, TN 38138

Telephone: 901/757-7260
Fax: 901/757-7258
E-Mail: cperdue@germantown-tn.gov

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

3.2 RFP Number

The City has assigned the following RFP identification number – it should be referenced in all communications regarding the RFP:

RFP 2017-005

3.3 Communication Regarding the RFP

- 3.3.1 Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other city employees may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the city. Written comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in Section 2, Schedule and Explanation of RFP Events.
- 3.3.3 The City shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.4 The City shall fax, e-mail or mail copies of its written responses to written comments, to all Proposers submitting a *Letter of Intent to Propose*.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "Comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of

any necessary amendments and help prevent the opening of defective Proposals upon which Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the Proposal nonresponsive.

One (1) original and five (5) copies of the Technical Proposal shall be submitted to the City in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP# 2017-005 -- Do Not Open”

One (1) original and five (5) copies Cost Proposal shall be submitted to the City as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP# 2017-005 -- Do Not Open”

If the separately sealed Proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All Proposals must be submitted in a sealed envelope, addressed as follows:

City of Germantown, Tennessee
Procurement Director RFP 2017-005
1930 S. Germantown Road
Germantown, TN 38138

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

- 3.5.3 Proposers shall submit only one proposed solution or product though they may have two or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than one proposed solution or product shall be sufficient cause for rejection of all prices for that item by the proposer.

- 3.5.4 Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separations, non-recycle material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package.

3.6 Proposal Preparation Costs

The City of Germantown will not be liable in any way for any costs incurred by respondents in replying to any part of this RFP.

3.7 Proposal Withdrawal

To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

3.8 Proposal Amendment

The City shall not accept any amendments, revisions, or alterations to Proposals after the deadline for Proposal submittal unless the City formally requests such, in writing.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for submitting a Proposal.

3.10 Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or Contract negotiations, incorrect information, which the Proposer knew or should have known, was materially incorrect, that Proposal shall be determined non-responsive, and the Proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposers own Contract terms and conditions in a response to this RFP. If a Proposal contains such terms and conditions, the City, at its sole discretion, may determine the Proposal to be a nonresponsive counteroffer, and the Proposal may be rejected. Further information included in section 3.22.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the Contract without prior, written approval from the city. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a Contract under this RFP, shall be the prime Contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (i.e., Proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Independent Price Determination

- 3.15.1 A Proposal shall be disqualified and rejected by the City if the price in the Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a City employee, or any competitor.
- 3.15.2 The Proposer is prohibited from submitting more than one Proposal. Submittal of more than one Proposal shall result in the disqualification of the Proposer.
- 3.15.3 The Proposer is prohibited from submitting multiple Proposals in a different form (i.e., as a prime Contractor and as a subContractor to another prime Contractor). Submittal of multiple Proposals in a different form may result in the disqualification of all Proposers associated with a multiple Proposal.
- 3.15.4 Should any such prohibited action stated above (see 3.15.1, 3.15.2, and 3.15.3) be detected any time during the term of the Contract, such action shall be considered a material breach and grounds for Contract termination.

3.16 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and general liability insurance coverage before entering into a Contract. Additionally, the City may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the Contract negotiations. Any insurance required by the City shall be in form and substance acceptable to the City.

3.17 Licensure

Before a Contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.18 Conflict of Interest and Proposal Restrictions

- 3.18.1 By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the City of Germantown, Tennessee as wages, compensation, gratuities, inducements or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Proposer in connection with the procurement under this RFP.
- 3.18.2 Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a Proposal in response to this RFP.

3.19 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all Proposers submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.20 Right of Rejection

3.20.1 The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

3.20.2 Any Proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable city laws and regulations.

3.21 Disclosure of Proposal Contents

All Proposals and other materials submitted in response to this RFP procurement process become the property of the City of Germantown, Tennessee. Selection or rejection of a Proposal does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the entire RFP process. Upon the completion of the evaluation of Proposals, indicated by a Contract award by the Board of Mayor and Aldermen, the Proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection.

3.22 Contract Terms and Conditions

3.22.1 The Contract between the City and the Contractor will follow the format specified by the City and contain the terms and conditions set forth in Section 8 of this RFP. However, the City reserves the right to negotiate with a successful Proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's Proposal will be incorporated into and become part of the Contract.

3.23 Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities. The City also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

3.24 Ownership of Proposals

All documents submitted in response to this request for Proposals shall become the property of the City.

3.25 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposers must have a valid e-mail address to receive these correspondences.

END OF SECTION

SECTION 4: SPECIAL REQUIREMENTS

4.1 Location and Work Space

The work under this RFP is to be performed, completed, and managed at the Bobby Lanier Farm Park. All work performed on the City's premises shall be completed in accordance with a schedule approved by the City's project representative.

4.2 Performance and/or Payment Bond

Not required for this project.

END OF SECTION

SECTION 5: PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the City's information requirements.
- 5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All Proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the Proposal nonresponsive and the Proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience;
- IV. Technical Approach; and,
- V. Detailed Documentation of Proposer Financial Resources.

If a Proposal fails to detail and address each of the requirements detailed herein, the City may determine the Proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the Proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the Proposal are mandatory. Any Proposal, which does not meet the requirements and provide all required documentation, may be considered nonresponsive, and the Proposal may be rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing Proposer to the provisions of this RFP and any Contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence-showing authority to bind the company.
- 5.2.1.2 The letter shall state that the Proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting Contract between the Proposer and the City.
- 5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the City should contact regarding the Proposal.
- 5.2.1.4 The letter shall state whether the Proposer intends to use subContractors; if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the City prior to the use of any subcontractors.)
- 5.2.2 Mandatory Proposer Qualifications – Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal that does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the Proposal may be rejected.

Technical Proposals shall provide the following information:

- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the Contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the City, at its sole discretion, may determine the Proposal to be a nonresponsive counteroffer, and the Proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- the laws of the State of Tennessee;
 - Title VI and VII of the federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - the condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - the condition that no amount shall be paid directly or indirectly to an employee or official of the City of Germantown, Tennessee as wages, compensation, gratuities, inducements or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:
- 5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000) or five hundred thousand (\$500,000).

5.2.2.4 N/A

5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

5.2.3.2 a brief description of the Proposer's background and organizational history.

5.2.3.3 years in business.

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.

5.2.3.5 location of offices.

5.2.3.6 a description of the Proposer organization's number of employees, longevity, and client base.

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details).

5.2.3.8 form of business including state of origin/domicile (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*).

5.2.3.9 a statement as to whether there is any pending litigation or threatening dispute against the Proposer; and if such litigation or dispute exists, attach an opinion of counsel as to whether the pending litigation or dispute will impair the Proposer's performance in a Contract under this RFP.

5.2.3.10 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

5.2.3.11 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP. It should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

5.2.3.12 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the Contract -- the roster should include estimated number of hours to be worked on the Contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.

5.2.3.13 a list, if any, of all current Contractual relationships with the City of Germantown and all those completed within the previous five-year period -- the listing should include:

- the Contract number;

- the Contract term.
- 5.2.3.14 customer references for similar projects representing both five (5) of the larger accounts currently serviced by the Proposer and three (3) completed projects -- for each reference, include:
- the company name and business address;
 - the name, title, and telephone number of the company contact knowledgeable about the project work; and
 - a brief description of the service provided and the period of service.
- 5.2.4 Technical Approach – The Proposer shall describe the Proposer’s plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the City to ascertain the Proposer’s understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer’s technical approach to delivering the services sought under this RFP:
- 5.2.4.1 Proposers must provide a comprehensive narrative, captioned “Project Understanding,” that illustrates the Proposer’s understanding of the City’s requirements and project schedule.
- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned “Project Approach,” that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the City’s project schedule.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned “Project Management,” that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

5.3 Cost Proposal

- 5.3.1 The Cost Proposal shall be submitted to the City as a separate, sealed package from the Technical Proposal.
- 5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total Contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the City shall determine the Proposal to be nonresponsive and reject it.
- 5.3.5 The Proposer must sign and date the Cost Proposal.

END OF SECTION

SECTION 6: EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories

In accordance with the statutes and ordinances identified in Section 1.8, the evaluation criteria that shall be considered in the evaluation of Proposals are qualifications, experience, technical approach, and cost.

6.2 Proposal Evaluation Process

6.2.1 Based on the above referenced criteria, the evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

6.2.2 The RFP Coordinator shall manage the Proposal evaluation process and maintain Proposal evaluation records. A Proposal Evaluation Team made up of City Staff shall be responsible for evaluating Proposals.

6.2.3 All Proposals shall be reviewed by the RFP Coordinator to determine compliance with basic Proposal requirements as specified in this RFP. If the RFP Coordinator determines that a Proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the Proposal to determine:

- 1) if it meets requirements for further evaluation;
- 2) if the City shall request clarification(s) or correction(s); or
- 3) if the City shall determine the Proposal nonresponsive and reject it.

(See Attachment 9.3, Mandatory Requirements Checklist).

6.2.4 The Proposal Evaluation Team shall evaluate responsive Proposals.

6.2.5 The City reserves the right, at its sole discretion, to request clarifications of technical Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by the City and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

6.2.6 The RFP Coordinator shall open and present each Cost Proposal to the Evaluation Team.

6.3 Award Process

6.3.1 Following the finalist presentations and selection of the most advantageous Proposer, the Department Director shall prepare an agenda sheet containing the results from the Proposal evaluation process to the Board of Mayor and Aldermen for consideration.

6.3.2 Once the Contract award has been approved by the Board of Mayor and Aldermen, the RFP files shall be made available for public inspection.

6.4 Protest Process

6.4.1 In the event that any Proposer is aggrieved by the decision of the City, such aggrieved Proposer may protest the intended award to another Proposer if the protest is filed within seven days after the intended award is

announced. The protest must be filed with the Board in care of the City Administrator of the City and shall be promptly decided by the Board

END OF SECTION

SECTION 7: STANDARD CONTRACT INFORMATION

7.1 Contract

If a Proposer fails to sign and return the Contract drawn pursuant to this RFP and final Contract within fourteen (14) days of its delivery to the Proposer, the City may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the Proposal, and proceed with the next best evaluated Proposer.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final Contract.

Under no conditions shall the City be liable for payment of any type associated with the Contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date specified by the Contract or before Contract approval.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful Proposal shall be incorporated in to the final Contract.

7.4 Contract Monitoring

The Contractors shall be responsible for the completion of all work set out in the Contract. All work is subject to inspection, evaluation, and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. At reasonable times, the City may inspect those areas of the Contractor's place of business that are related to the performance of the Contract. If the City requires such an inspection, the Contractor shall provide reasonable access and assistance.

SECTION 8: CONTRACT

Project Name: Event Planning Services for the Bobby Lanier Farm Park
RFP Number: 2017-005

CONTRACT FOR SERVICES AND/OR PRODUCTS

This Contract for Services and/or Products (herein "**Contract**") is made and entered into this 8th day of February 2016 by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the "**City**") and _____ [**insert name of Contractor**], a _____ [**State where Contractor established, but only if an entity, not applicable to sole proprietorships**] _____ [**type of entity – e.g., corporation, LLC, partnership, sole proprietorship**] (herein the "**Contractor**").

W I T N E S S E T H:

WHEREAS, the City desires to Contract with a provider of event planning services at the Bobby Lanier Farm Park (herein the "**Contract Items**"), and

WHEREAS, the Contractor has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the Contractor desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The Contractor is to furnish the services and/or products as specified in the Request for Proposal issued by the City under No.RFP2017-005 Event Planning Services at the Bobby Lanier Farm Park (herein the "**Request for Proposal**") and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on February 8, 2016 and ending on February 7, 2017. This Contract may be extended by the City for two (2) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of thirty-six (36) months, by written notice to the Contractor given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The Contractor agrees to provide the services, equipment and products as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and

any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the City under Section 4.00 of this Contract (“Additional Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The City reserves the right to partially pay any invoice submitted by the Contractor when requested to do so by the City department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Germantown, 1930 South Germantown Road, Germantown, Tennessee 38138. In the event any Contract Items are deemed unacceptable, the City’s representative shall notify the Contractor of the deficiencies in writing and the City may withhold payment until the deficiencies are corrected to the satisfaction of the City, such determination to be made in the sole and absolute discretion of the City. All invoices must clearly indicate the Invitation to Bid number.

4.00 ADDITIONAL SERVICES

In the event the City requests that the Contractor perform additional services and/or furnish additional products not covered by this Contract, the Contractor shall perform such additional services after the City and the Contractor enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The Contractor shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the City.

6.00 CONFLICT OF INTEREST

The Contractor declares that neither the Mayor, nor any Aldermen, nor any other City official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the City in writing should any City official become either directly or indirectly interested in this Contract. The Contractor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the City, or to pay anyone else for the benefit of any official or employee of the City any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the City or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The Contractor agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the City regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the City may terminate this Contract. Following such termination, the City and the Contractor shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The Contractor warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposal. The Contractor warrants that all equipment and products provided shall be furnished to the City in good and working condition. If the Contractor is notified in writing by the City of any faulty Contract Items furnished by the Contractor, the Contractor shall, at the City's option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the City; or (ii) refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other Contractors. The Contractor warrants that all products provided by the Contractor shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal. The Contractor shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of Contractor hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for Contractor on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted]

11.05. Certificates of Insurance. The Contractor shall provide the City with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the City. Said Comprehensive General Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The Contractor shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The Contractor agrees that it will indemnify and hold the City and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the City arising from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the City is successful therein, the City shall be entitled to recover from the Contractor reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the City may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Contractor shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY.

16.00 SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the Contractor shall post signs warning against hazards in and around the site where the Contractor is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The City will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The Contractor is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the City and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the Contractor hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: City of Germantown
1930 South Germantown Road
Germantown, TN 38138
Facsimile: (901) 757-7258

- (ii) To: **[Insert Name of CONTRACTOR]**

Facsimile: () _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 FACSIMILE; PDF SIGNATURES

Execution and delivery of this Agreement and all agreements entered into in connection with the transaction set forth herein (the "Collateral Agreements") by delivery of a facsimile or portable document format ("PDF") copy

bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement and Collateral Agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

29.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

30.00 AGREEMENT CONTROLLING

To the extent that any provision hereof is inconsistent with a provision contained in the Proposal, the provision contained herein shall govern.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

CITY OF GERMANTOWN, TENNESSEE

By: _____
Mike Palazzolo, Mayor

ATTEST:

By: _____
City Clerk/Recorder

APPROVED AS TO FORM:

City Attorney

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:

CONTRACTOR's Telephone Number:

(_____)_____

CONTRACTOR's Facsimile Number:

(_____)_____

EXHIBIT “A”

Request for Proposal No. RFP2017-005 Event Planning Services at the Bobby Lanier Farm Park

EXHIBIT “B”
Contractor’s Proposal

ATTACHMENT 9.1: Certification of Compliance

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI & VII of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the City of Germantown as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Proposer Signature and Date

ATTACHMENT 9.2: Cost Proposal Format

NOTICE TO PROPOSER:

This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total Contract period.

The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the City shall determine the Proposal to be nonresponsive and reject it.

The Proposer must sign and date the Cost Proposal.

Proposer Name

Proposer ID

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the Contract Scope of Services of this RFP.

Please provide your price accordingly:

Event Planner shall pay to the City of Germantown _____% (Pre-Service) percentage of gross catering receipts for each catered event held at the Bobby Lanier Farm Park

Event Planner agrees to all City of Germantown Financial Reporting and Audit Requirements. Event Planner shall furnish a financial statement covering the operating cost of the Bobby Lanier Farm Park no later than 30 days prior to the end of the operating calendar year (Jan-Dec) Furthermore, Event Planner agrees at their expense to provide an audit of the finances pertaining only to the Bobby Lanier Farm Park once per calendar year.

The proposed cost contained herein and the submitted technical Proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting Contract between the Proposer and the City of Germantown.

Proposer Signature and Date

ATTACHMENT 9.3: Mandatory Requirements Checklist

Proposer Name _____

RFP Coordinator: Performing Item Verification _____

Review Date _____

The following basic requirements list should be used by Proposer in preparing and submitting a complete RFP Package as called for within the Request for Proposal for consideration. The RFP Coordinator will verify that all items have been received by placing a mark in the proper corresponding box.

<input checked="" type="checkbox"/> IF CORRECT	Basic Proposal Requirements
<input type="checkbox"/>	1. Technical Proposal and Cost Proposal received on time at correct location.
<input type="checkbox"/>	2. Technical Proposal and Cost Proposal packaged separately and marked as required.
<input type="checkbox"/>	3. Required number of Technical Proposal copies received.
<input type="checkbox"/>	4. The Proposal Transmittal Letter with the Proposal offer is signed by a company officer according to the provisions of the RFP.
<input type="checkbox"/>	5. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	6. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal.
<input type="checkbox"/>	7. The Proposal Transmittal Letter states the name, mailing address, e-mail address and telephone number of the person the City should contact regarding the proposal.
<input type="checkbox"/>	8. The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractors
<input type="checkbox"/>	9. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the Contract.
<input type="checkbox"/>	10. The Proposal contains a signed Certification of Compliance. (Attachment 9.1)
<input type="checkbox"/>	11. The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer's credentials.
<input type="checkbox"/>	12. The Proposer Qualifications and Experience section provides a brief description of the Proposer's background including an organizational history as required.
<input type="checkbox"/>	13. IF APPLICABLE - The Proposal attaches required detailed documentation of financial resources (audited financial statement and referenced financial resources data as required.
<input type="checkbox"/>	14. IF APPLICABLE - The Proposal attaches required financial responsibility and financial stability documentation (1) current bank reference as required and (2) two credit references as required.
<input type="checkbox"/>	15. IF APPLICABLE - The Proposal attaches a valid certificate of liability insurance as required.
<input type="checkbox"/>	16. No Cost data in the Technical Proposal.
<input type="checkbox"/>	17. No alternate proposal submitted.
<input type="checkbox"/>	18.
<input type="checkbox"/>	19.
<input type="checkbox"/>	20.

ATTACHMENT "A"

CONTRACTOR'S QUALIFICATIONS & REFERENCES

All Contractors for these services must have adequate industry and professional qualifications. The City will confirm the below qualifications and references prior to awarding the Contract.

1. All contractors must be in business for a minimum of **at least five continuous years**.
2. Please note license and qualifications (if applicable): _____

Legal Name of Company: _____

Street/Mailing Address: _____

Type of Entity (corp., LLC): _____ State Est.: _____

Main Telephone No.: _____ Main Facsimile No.: _____

Number of continuous years in _____ business: _____

Number of Employees: Full-Time: _____ Seasonal/Part-time: _____

Name of the main contact person planned for this project (including qualifications, experience and skills):

Provide Three References:

1. **Client Name:** _____

Date of Project (if applicable): _____

Specific Services Provided:

Primary Contact Name: _____

Address: _____

Telephone: _____

ATTACHMENT "A"

2. **Client Name:** _____

Date of Project (if applicable): _____

Specific Services Provided:

Primary Contact Name: _____

Address: _____

Telephone: _____

3. **Client Name:** _____

Date of Project (if applicable): _____

Specific Services Provided:

Primary Contact Name: _____

Address: _____

Telephone: _____

Bobby Lanier Farm Park Rental Policies

Rental Policies

Rental Deposits

A rental deposit must accompany all completed contracts to secure your booking.

\$150 deposit: Small (<75 people) day time meeting/picnic events held Tuesday, Wednesday or Thursday

\$500 deposit: Any events held on a Friday afternoon through Sunday evening (no Monday events).

Note: All weddings must pay the \$500 deposit regardless of the event day or number of guests.

Rental Deposit Refunds

The rental deposit does not deduct from your facility rental fee, but is refunded in the same manner paid one month after the event date unless:

- Damage to the facility or equipment was caused during the event
- Contract is neglected
- Booking is cancelled

How to Book

Space is reserved on a first come, first serve basis with Farm Park programs and events taking priority. All inquiries will be handled by the City's designated event planner. Interested parties should contact the event planner below for all rental inquiries, make appointments for tours and complete the booking and contract process. This function is not handled by the Parks and Recreation Department personnel or Farm Park staff.

Tentative Holds

Tentative holds on a weekend event are allowed for 4 days. This allows time for the renter to tour the site and submit a rental contact.

What's Included

The facility/site rental fees include the use of the GCHS Stable, the Hay Barn Pavilion and adjacent outdoor areas including the orchard, the market field and the Cloyes parking lot for the specified blocks of time contracted with a midnight deadline. Other spaces at the Farm Park are negotiable depending on the season and availability – additional fees may apply. The fee includes the use of tables and chairs for 125, but set-up and take down is the responsibility of the renter. No audio/visual and sound system equipment are available at this time. If required, the renter is responsible for securing such along with self contained power source (generator). This and any other special needs must be discussed at the time of the contract signing with the event planner. Port-a-let restrooms may also be required for larger events and will be the responsibility of renter to secure from the approved vendor list. The event planner will advise. Rental fee charges do not include sales tax, which are added to the final bill.

ATTACHMENT “B”

Secure a Date

To secure a date for your event, the following is required:

- Schedule an appointment to review the facility and rental information with your event planner.
- Pay the required deposit. This fee does not apply toward rental fees and will be forfeited should you cancel your reservation.
- Complete and sign rental contract with a valid credit card (Visa or MasterCard) or check payable to the City of Germantown to guarantee booking. Your event planner will assist with this step.
- Remaining payments are due 90 days prior to your event.

2015-16 Weddings and All Weekend Event Pricing

Facility rental fees are due 90 days prior to the event. Pricing provides 33 hours of facility access (Fridays from noon until midnight; Saturdays 2 p.m. until midnight; and Sundays 8 a.m. until 8 p.m., which includes set-up and clean-up time for the renter. Access to all the designated areas identified in the contract is provided. There is no discount for buildings, areas or spaces not used. Not every weekend is available for private bookings as public events and programs do take place at the Farm Park. The rental season is from mid March through the end of November. Deductions are not accepted once contract is signed. Renter is responsible for paying all items originally contracted.

**Renter may make arrangements for rented Port-a-let restrooms, tents and tables/chairs to be picked up first thing Monday morning, but this must be scheduled ahead of time and all other clean-up efforts must be completed prior to Monday.

Mid March through November

Tuesday, Wednesday, Thursday - Meetings and Private Picnics up to 75 people: \$75 per hour + tax

All Weekends (as stated above) – Weddings and Private Events up to 175 people: \$3,800 + tax

*Sales tax applies to all rental fees

Additional Items:

Community Garden Area Open: \$75 per hour + tax

On-site security: \$75 per hour per officer (one ranger up to 100; two rangers up to 175) Tent permits: TBD at a later date

Holidays

Events booked on holidays that land on a Friday, Saturday or Sunday will pay the standard “all weekend” rate plus an additional **\$250** fee to cover increased holiday labor costs.

Potential holidays include but are not limited to: Easter, Memorial Day, Fourth of July, Labor Day, Halloween and Thanksgiving.

Discounted Rates

Any renting organization or business that holds a “premier” Bobby Lanier Farm Park current sponsorship certificate may be eligible to receive appropriate discounts.

ATTACHMENT “B”

Rental Deposit Refund Information

A rental deposit must accompany a signed contract to confirm your booking.

The rental deposit does not deduct from your facility rental fee, but is refunded in the same manner paid no more than 30 days after event date unless: Damage to the facility or equipment was caused during the event, contract is neglected, or booking is cancelled.

If you cancel your booking at any time, the rental deposit is non-refundable and will be held by the City of Germantown, no matter how far in advance you cancel or your reason for canceling.

If the rental deposit was made by check, refund check will take no more than 30 days to process.

If damage is caused to the GCHS Stable, the Hay Barn Pavilion or any area at the Farm Park or to tables, chairs or other equipment during your event, the rental deposit will be forfeited by the renter to the City of Germantown for payment of those damages. If damage caused exceeds the provided rental deposit, the City will invoice the renter and hold the renter responsible for the additional amount.

Rental Fee Information Invoicing

Renter will be invoiced approximately 120 days prior to the event by the City's event planner for the remaining charges with the option to submit payment via check or credit card. Renter expressly agrees that failure to supply check or credit card payment for any remaining invoiced fees by the required due date stated on the invoice will result in forfeiture of reserved date(s). If that is the case, the deposit will be forfeited.

Payment Due Dates

All rental fees are due 90 days prior to your event date.

Cancellation Policy

Cancellation of any event must be made in writing via email or standard mail to your event planner AND the City of Germantown Parks & Recreation Department. The renter must secure a response in writing via email or standard mail from the both your event planner AND the City of Germantown Parks and Recreation Department acknowledging and confirming the cancellation.

Renter is responsible for the following financial penalties upon confirmed cancellation:

- Cancellation received more than 120 days prior to the event: Forfeiture of rental deposit only
- Cancellation received 120 – 91 days prior: 50 percent of total rental fees and forfeiture of rental deposit
- Cancellation received 90 days prior or less: 100 percent of total rental fees and forfeiture of rental deposit

Any form of refund is refunded only to the issuing party. Fees cannot be transferred, sold, auctioned or gifted to any other person.

ATTACHMENT “B”

Event Date Changes / Transfer Fees

Date change requests must be made in writing via email or standard mail to the City’s event planner. The City of Germantown Parks and Recreation Department will determine if the new date(s) and a response in writing via email or standard mail must be sent by the City of Germantown acknowledging and confirming the request.

Upon receipt of written date change request, renter will be given two weeks from that date to confirm in writing the new date selection.

If new date is not confirmed within two weeks, the original contract and event will be cancelled and standard cancellation policy penalties will apply (please see above).

Event date changes will be accepted one time per contract within six months of the original date (no longer).

A new contract will be required if the event date jumps to a different year. New secured event date will reflect possible new and increased rental rates. Written confirmation will act as an addendum to original contract.

Additional date changes will require cancellation of original contract (cancellation policy applicable) and re-booking with a new contract and deposit.

If a date change is made, the renter is responsible for the following financial penalties:

- Requests placed more than 120 days out: no penalty
- Requests placed less than 120 days out: \$150 transfer fee penalty
- Requests placed 90 days out: \$200 transfer penalty fee
- Requests placed 60 days out or less: \$250 transfer fee penalty

* Transfer dates will be based on availability, which may be limited. These transfer charges will be due at the time of transfer.

Event date change request penalty exceptions due to death or major illness in immediate family, deployment of immediate family member or substantiating circumstances, will be handled on a case by case basis with written proof of situation provided to rental office, i.e. death certificate, doctor’s note, deployment paperwork within the time parameters as set by the Germantown Parks and Recreation Department and all decisions by the City of Germantown will be final.

ATTACHMENT “B”

Farm and Facility Use Policies and Guidelines

Catering & Alcohol Catering

The City of Germantown has selected a number of local caterers who have been approved, completed special training on the appropriate use of the Farm Park site and have demonstrated sustainable practices in their business which supports the mission of the Farm Park.

Select caterers prepare all food in a commercial kitchen, purchase from a commercial store or deliver from a restaurant. Potlucks are not allowed.

The City of Germantown controls the use of alcohol at the Farm Park through permitting a select list of caterers available to provide bartending services for rental functions. This policy is intended to prevent any misuse of facilities and to insure that all alcohol consumption guidelines are strictly followed by all parties.

All food service must be under the supervision of a selected licensed caterer. Catering supplies such as linens, plates, glasses and serving ware can be provided by your caterer. Please be sure to discuss what they provide and the costs prior to contracting with one of the caterers.

Baked-goods, such as cakes, pies, cookies, etc. are exempt from this rule & can be self-provided.

Bartending

All alcohol (beer and kegs of beer, white / red wine, champagne and hard alcohol) are allowed at the Farm Park. However, all glass bottles must be handled by the bartender only. Single bottled beer must be poured into a cup for guest consumption. All alcohol must be served by a licensed ABC bartender. Our select caterers employ licensed bartenders and can arrange the bartending service for you. No self-serve is allowed. The bartender will not serve “shooters”.

Use of privately provided alcohol, including flasks, is not allowed. Open bottles of alcohol, usually wine, on the tables for self-pour service and decoration are also not allowed. Service must end one hour prior to your rental end time. Event insurance may apply – please discuss the requirements and costs with the Parks and Recreation Department Office.

DECORATING RULES & REGULATIONS:

Renter is responsible for insuring that these directions are followed. Failure to adhere to these Rules & Regulations may result in forfeiture of your Deposit and/or denial of future use, and additional fees for damages caused.

1. Please plan to explain your decorating plans with the City's **Event Planner**.
2. City's **Event Planner** will be monitoring the set-up & tear-down of your decorations, but is not typically responsible for their set-up or clean-up. Renter should discuss this with the City's **Event Planner**.

ATTACHMENT “B”

3. All items brought into the Farm Park must be removed at the end of the event.
4. The hours renter has booked the facility on rental contract include decorating & tear-down time.
5. Renter with assistance with event planner shall review all directions with all members of the decorating crew and hired vendors.

DECORATING NOT ALLOWED:

- No tape on any wall, floor, ceiling, railings, windows or doors– even blue painters tape, electrical tape or adhesive sticky goo.
- No nails, tacks, staples, pins or glue can be used on the stable or building walls, floors or equipment.
- No throwing of birdseed, rice, flower petals* or confetti.
- No taping down aisle runner to floor.
- No blowing of bubbles inside the stable (outside only).
- No use of sparklers or pyrotechnics inside or out.
- No sprinkling of glitter, confetti, potpourri, sequins, opened candy, herbs, sand, moss or ash on tables, floors, ledges or windowsills.
- No tiki torches inside & outside.
- No floating lanterns (like in the movie “Tangled”).
- No open-flames or burning of items (exception: one unity candle is permitted if it contained in a cylinder and only burned during the ceremony).
- No hay bales - inside or outside.
- No live Christmas trees inside.
- No balloon releasing.
- No bubble, fog, rain or snow machines
- No hand trucks, scissor lifts or motorized vehicles inside the facility.
- No affixing décor to light fixtures in stable or Hay Barn Pavilion.
- No animals / pets.
- No affixing signage, banners or decorations to the stable or other building exterior, fencing signage or trellis work.
- No staking into landscaping beds, crops or grass lawn – i.e. shepherd hooks, tents.
- No tents on-site unless they are sand-bagged to withstand heavy winds – no staking allowed.
- No space heaters or propane umbrella heaters inside.
- No covering of museum items in stable.

* Flower petals can be displayed on indoor tables (silk preferred) but not on the floors. Flower petals can be sprinkled by a flower girl down ceremony aisle (silk petals preferred indoors, live petals required outdoors) but the aisle cannot be fully-coated or fully-lined with the petals. Petals cannot be tossed by guests.

The City of Germantown reserves the right to reject any decorating plan & make changes to decorating policies. We recommend having your plan reviewed and approved by the Rental Coordinator prior to your event and before purchasing all decorations to confirm permission.

ATTACHMENT “B”

CEILING DECORATING TIPS:





- We encourage the use of freestanding decorations.
- Drapery can be used on the ceilings, but is not provided by the facility.
- About 80% of our renters do the decorating (even ceiling work) themselves. The cost is high to hire a company specializing in this, but for some it's worth the cost. Please see our **Experienced Vendors Page** for a list of qualified professionals. Florists are also sometimes willing to help for an hourly rate and are very creative & detailed!
- A list of materials that work great to hang from our ceiling is available.
- Aisle runners (they can go up too!)
- Plastic table cloths or rolls of plastic table cloths from a party supply store – they come in lots of colors!
- Tulle or curtain panels.
- If you Goggle “Ceiling Draping Kits” online you’ll find a few ideas. USE the internet – sites like ehow & www.theknot.com are great!
- LED holiday twinkle lights.
- And the ever-so-trendy paper lanterns...colorful & cheap!
- We recommend hanging your décor with zip-ties, dowels, fishing wire or string.
- We do not have ladders on site. Renter must bring them.
- We’ve seen it work well when the edge of the fabric is pre-glued to a pole or dowel and a pole or dowel is placed in each location that the fabric will meet the ceiling. This way your “swoops” are all pre-measured so they look right when hung & save time when hanging. Then all that’s needed is to hook the free ends of the pole or dowel to the rods in the ceiling. And using zip ties works great!
- Honestly, every group takes a different amount of time to do this. It depends on how prepared you are & how serious you are. Average time is usually 2 to 4 hours for basic ceiling drapery.
Intensive canopies can be 5 to 8 hours.
- Please refer to our facility floor plan for height measurements. Any additional measurement needed you will need to come & do.
- Window ledges in the stable and Hay Barn Pavilion may have decorations placed upon them.
- Any electrical cords run across the floor need to be covered to prevent injury or hazard. Cords may not be taped to the floor. Please ask on-site staff for cord covers, we have 12 4ft cord covers.
- See facility diagram for location of all electrical outlets.
- Objects heavy enough to leave marks on the floor are to be handled very carefully so no marks are made. Please see event staff for the use of a hand truck or dolly. No motorized vehicles are permitted inside the farm gates except of deliveries and pick-ups.
- Broken glass and other sharp objects need to be disposed of separately from the regular trash containers in the facility. Please see event staff for proper direction.

ATTACHMENT “B”

FARM PARK EQUIPMENT LIST:

Rental includes the use of the following equipment made available by City staff. However, the renter is responsible for all set-up and take-down

Equipment availability will be predetermined at the time of the rental contract. How long it will take to complete set-up will be determined by the size of event & the amount of equipment.

PICTURE	TABLES & CHAIRS	QUANTITY	SIZE	COST
(not available)	32" Black wrought iron round tables	12	Seats 4 Comfortably 5'W x 2.5'H	\$0
	60" Round Tables	12	Seats 8 Comfortably 5'W x 2.5'H	\$0
	30" Round Tables (cocktail size)	6	Adjustable Height 2.5'- Seats 4 Max 3.0'-Use for decorations 3.5'-Use as cocktail tables	\$0
	6' Rectangle Tables	6	6'L x 2.5'W x 2.5' H	\$0
	5' Rectangle Tables	2	5'L x 1.5'W x 2.5'H	\$0
(not available)	Vintage Stacking Chairs	125	17.5"W x 31"H x 15.5"D	\$0

ATTACHMENT “B”

Event Parking

There is no parking allowed on Farm Park ground except for delivery/loading. The Cloyes Soccer parking lot has 38 spaces with an additional 50 along the new Farm Road. There are over 200 spaces that may be available at the Red Devil Baseball field lot. All parking is free, but the need and use of all parking lot spaces must be approved and coordinated by the event planner at the time of booking and prior to your event. Additional handicapped spaces can be signed by request. Larger events may be asked to bus guests to the site for easier access.

Vendors

The Farm Park requires that you select city approved licensed and insured vendors to serve the needs of your event. These vendors have garnered our respect with their experience in the events industry and are considered leaders in their respective fields. We have established working relationships with them and have provided them with an extensive working knowledge of the Farm Park. This positions them to serve your needs effectively while protecting this unique public asset. All vendors listed are licensed and insured to serve the Farm Park. Listed in Alphabetical Order under each category:

*The Farm Park Event Planner is responsible for working with the renter in the coordination of all vendors. All events are required to have the Event Planner on-site the day of the event. This coordinator cannot be part of the wedding party, and they must be onsite for all deliveries and pick-ups and be the point of contact for the Farm Park from 8am until 12am for the entire event. Event Planner fees are separate and apart from the city's base Farm Park rental fees and will be paid directly to the Event Planner under an additional agreement to be executed by the Event Planner.

These companies listed are designed to be a resource to you for all things wedding related. They can assist with recommending florists and other party related needs not covered on this list.

Catering (TBD - list here)

Rentals, Draping and Décor (TBD – list here)

Transportation/Parking (TBD- list

here) Lighting (TBD- list here)

Rental Equipment / Storage Information

Overnight, pre and post storage at the facility is unavailable unless requested and approved by the Farm Park. Renters are responsible for all rental items brought into the facility or its grounds for the duration of the rental items stay. Renters are responsible for the set-up and take-down of all their rental items. Unless approved and arranged, all items brought into the facility must exit the facility at the close of your contracted rental period. All items brought in for a rental event must be marked for identification purposes to ensure return. All rental equipment must arrive at the beginning of your rental for set-up and exit the facility at the end of your rental.

ATTACHMENT “B”

Renters should know that there is no after hours security at the site and outdoor areas cannot be secured from the public – so all pre-set-ups are at your own risk and the City of Germantown is not responsible for theft, vandalism or other destruction of items brought in by the renter or contracted vendors.

Internet & Phone Line Access

The Farm Park does offer wireless internet access. No access codes are needed. If renter plans to plug-in to the City's internet or phone connections with credit card machines, the City suggests renter test their technology with the City's system in advance. The City's event planner can assist with this need.

Sign Code Ordinance

Enforced by City of Germantown Code Compliance Office

On-Site Event Signage

- Signs must be A-frames and are only allowed during the day of the event and only within the boundaries of the Farm Park grounds.
- Signs are not provided by the City. But, the City may require the renter to provide special temporary traffic and/or parking signage per our specifications. Signage needs will be covered during the contract discussion. Any necessary signs will be posted by the Park Ranger during your event. The renter will be responsible for all temporary signage removal after the event.
- No signs with stakes can be pounded into the ground.
- A-frames must be no more than six feet square per face and four feet in height and non-illuminated.
- Appearance of A-frame signs shall be maintained in an aesthetically good condition. Professional lettering and graphics in common typefaces on plywood are allowed. Hand written A-Frames, on cardboard or with irregular lettering, are prohibited.
- No sign shall be placed on the main emergency access drive.
- Farm Park staff can provide approved “in park” locations for A-frame signs.
- No signage can be placed on entrance right of ways or parking lots (with the exception of necessary traffic and safety signage).
- A-frames shall not be located directly on walkways or paths and shall not create a hazard to either pedestrians or emergency vehicles.
- Signs are permitted during day of the event only and must be taken down immediately at the close of the event. For multi-day events, your signage must be removed at the close of each day and re-set the next morning.
- One banner may be attached to the entryway gate one day prior to your event; however approval by Farm Park Operations Coordinator must be received. No banners may be erected on any other part of the property including on entryway kiosk, attached to trees, any building structures or fences.

For signage outside of the above provisions, make application to the City of Germantown Code Compliance Office, 1930 South Germantown Road, Germantown, TN 38138 901-757-7200.