City of Goodlettsville, TN

Beverage Supply and Sponsorship Opportunity

Request for Competitive Sealed Proposals

Responses may be mailed/hand delivered in a sealed envelope or package with title and due date marked on the outside of the envelope to:

City of Goodlettsville Charlie Ballard 105 S Main Street Goodlettsville, TN 37072



City of Goodlettsville Request for Competitive Sealed Proposals (RCSP) Beverage Supply and Sponsorship Opportunity

This Request for Competitive Sealed Proposals has been issued to inform interested and qualified beverage suppliers with sufficient information to submit a proposal for the supply of beverages, including sponsorships. The City of Goodlettsville evaluation team will evaluate proposals submitted by qualified Providers using the evaluation criteria herein for the purpose of entering a three (3) year term, to be the official soft drink provider for the City of Goodlettsville.

| SECTION | SECTION DESCRIPTION | PAGE(S) |
|---------|------------------------------------|---------|
| 1.0 | Instructions | 2 |
| 2.0 | Definitions | 3 |
| 3.0 | Scope of Request | 3 |
| 4.0 | Communications | 4 |
| 5.0 | Proposal Content | 4-5 |
| 6.0 | Time Period for Implementation | 5 |
| 7.0 | Proposal Evaluation Criteria | 5-7 |
| 8.0 | General Terms | 7-8 |
| 9.0 | Submission Forms | 9 |
| | RCSP | 10 |
| | Schedule A - Prices of Soft Drinks | 11 |
| | References | 12 |
| | List of Subcontractors | 13 |

Section 1.0 Instructions

- 1.1 Review the Request for Competitive Sealed Proposal (RCSP) issued and requirements within and return your complete proposal with the enclosed SUBMISSION FORMS by the due date.
- The sealed proposal submission must be complete and received by the Office of the Purchasing Agent, City of Goodlettsville, 105 S Main Street, Goodlettsville, TN 37072 by the deadline date of Thursday, December 17, 2015 (2:00pm CST).
- 1.3 Proposals may not be submitted by email or facsimile.
- 1.4 The person(s) authorized to sign on behalf of the Provider and to bind the Provider to statements made in response to the Request for Competitive Sealed Proposal must sign the proposal.
- 1.5 Provide five (5) copies of your proposal, one (1) unbound, signed, and clearly marked as ORIGINAL and four (4) copies of the original clearly marked as COPY in a sealed envelope or package. The original and all copies should be identical (excluding differences in labeling as noted above).
- 1.6 All proposals will be irrevocable for a period of thirty (30) days from the date of the proposal submission deadline.
- 1.7 Include product literature, information, samples, and pictures as necessary.
- 1.8 Quote discounts or quantity price breaks separately. If you have any other inquiries about the proposal or contract inquiries, please contact Charlie Ballard, Purchasing Coordinator at cballard@cityofgoodlettsville.org.

Section 2.0 Definitions

In this RCSP, the following terms have ascribed to the following meanings:

- a. "Contract" means a written contract agreement resulting from this RCSP executed by the City of Goodlettsville;
- b. "Contractor" means the Preferred Provider, if any, who enters into a Contract with the City of Goodlettsville;
- c. **"Preferred Provider"** means the Provider whose Proposal, as determined through the evaluation analysis description in the RCSP, provides the best overall value in meeting the City of Goodlettsville's requirements, and with whom a contract will be considered;
- d. "Proposal" means a proposal submitted in response to this RCSP;
- e. **"Provider"** means the person, Provider, firm or partnership, consortium or joint venture that submits, or intends to submit, a proposal in response to this RCSP;
- f. **"RCSP"** means the Request for Competitive Sealed Proposals document in its entirety, inclusive of any addenda that may be issued by the City of Goodlettsville;
- g. **"Sponsor"** means the successful Beverage Supplier, the Provider with who the City of Goodlettsville enters into an Agreement.
- h. "Submission" and/or "Proposal" means the Provider's written reply or submission in response to this RCSP;
- i. **"Work" and "Services"** means all work and services required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications.

Section 3.0 Scope of Request

The purpose of the RCSP is to select a Beverage Supplier/Sponsor for a three (3) year term, to be the official soft drink provider for the City of Goodlettsville. The RCSP is being issued through a Request for Competitive Sealed Proposal process for interested Providers. Providers submitting a proposal will receive fair and equitable treatment in the solicitation, receipt and evaluation of the Proposal received. Proposals must address the RCSP content requirements outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City of Goodlettsville's ability to conduct a thorough evaluation. The City of Goodlettsville is interested in proposals that demonstrate efficiency and value. General marketing and promotional material will be reviewed and considered. For purposes of preparing a submission, Providers may use an approximate volume amount of 2000 equivalent cases for annual sales. Providers shall comply with the provisions of the RCSP Process Terms and Conditions contained herein.

Section 4.0 Communications

Please contact the Purchasing Coordinator, Charlie Ballard at cballard@cityofgoodlettsville.org for any additional questions.

Section 5.0 Proposal Content

Proposals submitted in response to this RCSP should be detailed sufficiently and demonstrate attention to the scope of the request as outlined in Section 3.0 of the RCSP and include the following:

5.1 Letter of Introduction

Introducing the Provider and signed by the person(s) authorized to sign on behalf of and to bind the Provider to statements made in response to this RCSP, and Signed Proposal Submission Forms

5.2 Table of Contents

Include page numbers and identify all included materials in the proposal submission.

5.3 Section 1 – Executive Summary

Provider should clearly articulate how their proposal will, in addition to the base financial elements, satisfy the City of Goodlettsville's beverage needs.

5.4 Section 2 – Provider Profile

Providers should be able to adequately reflect that they have the staff, organization, culture and financial resources to ensure their ongoing ability to deliver and support the Project throughout the period of the Agreement. Please include a profile and summary of corporate history including major clients and full description of business partners. A description of the provider's sustainability initiatives should be included, with a particular focus on how the Provider can extend these initiatives into the execution of the Contract.

5.5 Section 3 – Sponsorship Offer

Specify the annual monetary sponsorship being offered in each of the three (3) years of the contract. Any other sponsorship benefits should also be outlined in this section with related details on their contribution to the City of Goodlettsville.

- 5.6 Section 4 Provider's Ability To Meet The Needs of All Outlets Covered in This Contract Servicing Specify and quantify how provider plans to execute and fully satisfy the service needs of all beverage outlets in terms of servicing.
- 5.7 Section 5 Provider's Ability to Meet The Needs of All Outlets Covered in This Contract Equipment Specify and quantify how provider plans to execute and fully satisfy the service needs of all beverage outlets in terms of equipment.

| City & Partners Involved in Contract | Location | Type of Service |
|---|---------------------------------|----------------------------|
| City of Goodlettsville | Community Center | Vending Machine and Cooler |
| | Pleasant Green Pool | Cooler |
| | Various Departments | 3 Vending Machines |
| Goodlettsville Youth Baseball | Moss-Wright Park - 2 Concession | Coolers and Fountain |
| | Stands | |
| Goodlettsville Girls Fastpitch Softball | Moss-Wright Park – Concession | Coolers and Fountain |
| | Stand | |
| Goodlettsville Youth Football and | Moss-Wright Park – Concession | Coolers |
| Cheer | Trailer | |
| Middle Tennessee Futbol Club | Moss-Wright Park – Concession | Coolers |
| | Stand | |

5.8 Section 6 – Assignment Understanding

Provide a statement of the Provider's understanding of the goals and objectives for the Request for Competitive Sealed Proposal and how those goals and objectives will be achieved. The following points illustrate the type of information that the Evaluation Committee will be looking for as a demonstration of how the Provider understands the assignment:

- a. The Proposal should demonstrate the Provider's understanding of the objectives of the request;
- b. The Proposal should indicate specifically what products, services, sponsorships, and activities the Provider will be providing;
- c. The Proposal should also indicate specifically what products, services, sponsorships, and activities the Provider will not be providing;
- d. The Proposal should define what the Provider will require from the City of Goodlettsville.

5.9 Section 7 – Pricing of Product to Concessionaire

Include Prices of Soft Drink Beverages as Schedule A

5.10 Section 8 – Value of Marketing Programs

Describe, in detail, any marketing programs being offered in the marketplace and what value they would bring to the agreement – include both on and off grounds initiatives.

Included in the programs' description should be, but is not limited to:

- a. Point of Sale Advertising
- b. Event Support degree of participation proposed in the support of programs offered by the City of Goodlettsville.
- c. Any Online Advertising Support links, banners, direct connects

5.11 Section 9 – Value of Promotional Programs

Describe in detail, any promotional programs being offered and what value they would bring to the agreement – include both on and off grounds initiatives. Included in this programs' description should be, but is not limited to:

- a. Level of support for city-wide events please include the number of events the provider is willing to cosponsor and to what level
- b. In-market Promotion Provider should list any level of unique cross-promotional or partner support, third party brand exposure for the City of Goodlettsville, package promotions, etc. Provider should differentiate between cash activation, in-kind activities, celebrity endorsement or event opportunities.
- 5.12 The City of Goodlettsville is not responsible for failure of payment by any partnering group. All groups must place their own orders and be invoiced separately through this contract.

Section 6.0 Time Period for Implementation

- 6.1 Intended start date for the Beverage Supply and Sponsorship is February 2016, pending a notice of intent to proceed or a signed contract.
- 6.2 Based on this date, provide a work schedule detailing the timing of tasks and significant activities or milestones.

Section 7.0 Proposal Evaluation Criteria

Proposals will be evaluated through a comprehensive review by the Evaluation Committee. The aim of the Committee will be to select the Proposal which, in its opinion, meets the City of Goodlettsville's requirements under this RCSP and provides the best overall value to the City of Goodlettsville. By responding to this RCSP, Providers will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

7.1 Selection Criteria

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 7.2 below. Based on this scoring, high-scoring providers may be asked to attend an interview, and a final selection made on the basis of proposal and interview evaluation.

7.2 Selection Process

The Evaluation Committee will score the proposals using the Evaluation Criteria Table below:

Evaluation Criteria Table

| Criteria | Points Available |
|---|------------------|
| Sponsorship fee offered annually – each of the three (3) | 35 |
| years of the contract | |
| Sponsor's ability to meet the needs of all outlets from an | 25 |
| equipment and service perspective and the ability to | |
| work with external agencies and associations | |
| Pricing of product | 20 |
| Value of Marketing Programs | 10 |
| Value of Promotional Programs | 10 |
| TOTAL | 100 |
| Interview and Presentation | |
| At the discretion of the City of Goodlettsville, providers | |
| who have received high ranking may be invited to an | |
| interview with the Evaluation Committee, the results of | |
| which will be used by the Committee as a mechanism to | |
| revisit, revise, confirm, and finalize the score and select | |
| the Preferred Provider | |
| Provider's presentation and ability to answer questions | 50 |
| during the interview related to the capabilities and | |
| knowledge in fulfilling the terms of the proposed services, | |
| experience with municipalities, and performance of | |
| service and equipment | |

7.3 Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Provider's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote the Provider's company. The Evaluation Committee may request this further information from one or more Providers and not from others.

7.4 Interviews

The City of Goodlettsville reserves the right to interview one or more high-scoring Providers. Providers will be short listed for an interview based on the scoring of their written proposals using the Evaluation Criteria Table. The representative of a Provider at the interview must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement. The Evaluation Committee may interview any Provider without interviewing others, and the City of Goodlettsville will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

7.5 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Evaluation Committee to the City Manager. Proposal evaluation results shall be the property of the City of Goodlettsville and are subject to public release pursuant to the Open Records Request Act.

7.6 **Negotiations and Agreement**

The award of any Agreement will be at the absolute discretion of the City of Goodlettsville. The selection of the Preferred Provider will not oblige the City of Goodlettsville to negotiate or execute an Agreement with that Preferred Provider. The City of Goodlettsville shall have the right to negotiate on such matter(s) as it chooses with the Preferred Provider without obligation to communicate, negotiate, or review similar modifications with other Providers. The City of Goodlettsville shall incur no liability to any other Provider as a result of such negotiation or alternative arrangements. During negotiation, the scope of the services may be refined, issues may be prioritized, responsibilities among the Provider, all staff and sub-consultants provided by it and the City may be settled and the issues concerning implementation clarified.

Section 8.0 General Terms

8.1 **Provider Assurance**

Unless otherwise stated, the goods, material, articles, equipment, work or services specified, or called for in or under this Proposal shall be delivered, or completely performed, by the Provider as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion. The Provider shall clearly show any special charges as separate items on the invoice.

8.2 **Official Agreement**

No verbal arrangement or agreement relating to the goods, material, articles, equipment, work or services specified, or called for, under this Proposal, will be considered binding, and every notice, advice, or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

8.3 Insurance and Policies

Provide proof of Commercial Liability Insurance Coverage. All insurance policies shall be endorsed to provide minimum advance written notice of not less than thirty (30) days in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the City of Goodlettsville.

8.4 **Guaranty of Proposal**

All goods, material, articles, equipment, work or services specified, or called for, in or under this Proposal, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the offer and this Proposal. The basis on which this Proposal is given shall include any specifications, plans, price schedules, samples, addenda, or other details pertaining thereto, or provided in connection therewith.

8.5 Formal Contract

The Provider will be required to execute and enter into a formal contract that is satisfactory to the City of Goodlettsville.

8.6 Warranty of Product

The Provider warrants any goods, material, articles or equipment to be supplied under, or pursuant to, this Proposal.

8.7 **Proposal/Quotation Costs**

The Provider shall bear all costs and expenses with respect to the preparation and submission of this proposal costs and the bidder participation in the proposal process, including, but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification by the City of Goodlettsville.

8.8 Addenda

If the Provider finds discrepancies in, or omissions from these specifications, or if he/she is in doubt as to their meaning, he/she shall notify the City of Goodlettsville, who may issue a written addendum.

8.9 City of Goodlettsville's Rights and Options Reserved

The City of Goodlettsville reserves the right to award the contract to any provider who will best serve the interest of the City of Goodlettsville. The City of Goodlettsville reserves the right, in its sole discretion, to exercise the following rights and options with respect to the proposal submission, evaluation, and selection process under this RCSP:

- To reject any and all proposals
- To re-issue this RCSP at any time prior to award of work
- To cancel this RCSP with, or without, issuing another RCSP
- To supplement, amend, substitute, or otherwise modify this RCSP at any time prior to the selection of one of more providers for negotiation
- To accept or reject any or all of the items in any proposal and award the work in whole or in part
- To waive any informality, defect, non-responsiveness, and/or deviation from this RCSP and its requirements
- To permit, or reject, at the City of Goodlettsville's discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections of proposals by some or all of the Providers following proposal submission
- To request that some, or all, of the Providers modify proposals based upon the City of Goodlettsville's review and evaluation
- To request additional, or clarifying information, or more detailed information from any Provider at any time, before or after proposal submission, including information inadvertently omitted by the Provider.

8.10 **Performance**

All work to be done under the Contract shall be done to the satisfaction of the City of Goodlettsville.

8.11 Termination of Contract

The City of Goodlettsville reserves the right to terminate any contract for any reason of:

- Non-conformance to the terms of the contract
- Inability to supply, or deficiencies in, the standard of service or products being supplied
- In the event that the Contractor shall fail to maintain, or keep in force, any terms and conditions of the contract, the City of Goodlettsville may notify the Contractor in writing of such failure and demand that the same be remedied within thirty (30) days written notice. The City of Goodlettsville shall be the sole judge in what constitutes unacceptable service.

8.12 **Coordination of Work**

The Provider shall coordinate all work with the City of Goodlettsville, or their representative authorized to act for them, to ensure coordination and timely execution of service.

8.13 Assignment

The Contractor shall no assign, or subcontract, any of its obligations except as contained in the contract without the prior written approval of the City of Goodlettsville.

8.14 Records

The Contractor shall maintain proper records of all sales to the City of Goodlettsville, or its affiliated groups. These records shall be available for examination and/or audit by the City of Goodlettsville during the term of the contract and up to one (1) year beyond the termination of the contract.

Section 10.0 Submission Forms

10.1 **Required submission forms include:**

- Proposal Form
- Schedule A Pricing of Soft Drink Beverages
- RCSP Reference Sheet
- List of Subcontractors

REQUEST FOR COMPETITIVE SEALED PROPOSAL

City of Goodlettsville Beverage Supply and Sponsorship Opportunity

| Title | |
|---------------|--|
| | |
| Email Address | |
| | |
| | |

Date

Insert Schedule A Pricing of Soft Drink Beverages

City of Goodlettsville Beverage Supply and Sponsorship Opportunity

| | RCSP - | Reference | Sheet |
|--|--------|-----------|-------|
|--|--------|-----------|-------|

| Company Name |
|-----------------------|
| Contact Person |
| Mailing Address |
| |
| Phone Number |
| Email Address |
| References |
| Organization |
| Contact Person |
| Mailing Address |
| |
| Phone Number |
| Email Address |
| Length of Association |
| |
| Organization |
| Contact Person |
| Mailing Address |
| |
| Phone Number |
| Email Address |
| Length of Association |
| |
| Organization |
| Contact Person |
| Mailing Address |
| |
| Phone Number |
| Email Address |
| Length of Association |

City of Goodlettsville Beverage Supply and Sponsorship Opportunity

List of Subcontractors

| Company Name | |
|---|---------------------------------|
| The Bidder proposes that no work will be performed by a subcontractor. | |
| | Initial |
| The Bidder proposes to sublet the following portions of the work to person, firms | , or corporations listed below: |
| List of Subcontractors | |
| | |
| Organization | |
| Service | |
| Contact Person | |
| Mailing Address | |
| | |
| Phone Number | |
| Email Address | |
| | |
| | |
| Organization | |
| Service | |
| Contact Person | |
| Mailing Address | |
| | |
| Phone Number | |
| Email Address | |
| | |
| Organization | - |
| Service | |
| Contact Person | |
| Mailing Address | |
| Dhana Number | |
| Phone Number | |
| Email Address | - |