

CONTRACT PERIOD THROUGH MARCH 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **COFFEE BAR/LIBRARIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **March 17, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mab
Attach

Copy to: Clerk of the Board
Harry Cartwright, Library District
Theodora Smith, Materials Management

(Please remove Serial 98066-RFP from your contract notebooks)

SPECIFICATIONS ON REQUEST FOR PROPOSAL FOR:

**COFFEE BAR/CART SERVICE,
REGIONAL LIBRARIES**

1.0 **GOALS/OBJECTIVES**

1.1 It is the goal of Maricopa County Library District to provide a coffee cart service for the North Central Regional Library and the Southeast Regional Library. Today's libraries are more than information warehouses and must compete with the book superstores. Patrons believe that libraries should provide a conducive atmosphere for leisure reading and research. Being able to enjoy a cup of coffee is such a service.

1.2 The term of the Use Management Agreement is a ten (10) year term commencing with the opening of the library (04-01-99), with renewal options. It is the expectation of the District that the successful proposer will provide the following as a minimum:

- Will provide nationally recognized coffee or other as approved espresso, cappuccino, and other based drinks from coffee beans freshly ground on site.
- Employees must be fully trained baristas.
- Light pastries, bagels, desserts, fresh fruit, and other items found in similar operations.
- Bottled water, nationally know juices and soft drinks, and other drinks found in similar operations.
- 82 hours of operation per week.
- At the County's option, vending equipment in employee's and office areas may be included under this contract.

1.3 The successful proposer will have a secure 170 sq. ft. area (approximately 11' by 15') with floor drain and plumbing connections at the Southeast Regional Library. The proposer will be responsible for the build out of leased area. Library District will have approval on all equipment and color scheme. The location and size of the area to be used at the North Central Library will be part of the overall negotiations.

2.0 **INTENT**

2.1 Maricopa County Library District, Arizona, is soliciting proposals from qualified parties to operate and maintain a coffee cart at the North Central Regional Library and the Southeast Regional Library. The Library District believes that the public interest can best be served by contract operation of this service.

2.2 In the context of this Request for Proposal (RFP), Proposer refers to the entity seeking to provide the services requested in this RFP. Entity means functioning as a legal business entity recognized in the State of Arizona. Concessionaire refers to the entity awarded the right to negotiate a Use Management Agreement

(Agreement) with the Maricopa County Library District Board of Directors (Board).

3.0 **SCOPE AND USE**

3.1 Operate a coffee bar at the North Central Regional Library and the Southeast Regional Library under conditions identified herein for use by patrons of the library.

3.2 Locations:

North Central Regional Library
17811 N. 32nd. St.
Phoenix, AZ.

Southeast Regional Library
775 N. Greenfield Rd.
Southeast Corner, Greenfield and Guadalupe Rds., Gilbert, AZ.

3.2.1 Hours of operation (current)

Monday	9:00 A.M. - 9:00 P.M.
Tuesday	9:00 A.M. - 9:00 P.M.
Wednesday	9:00 A.M. - 9:00 P.M.
Thursday	9:00 A.M. - 9:00 P.M.
Friday	9:00 A.M. - 6:00 P.M.
Saturday	9:00 A.M. - 6:00 P.M.
Sunday	11:00 A.M. - 4:00 P.M.

3.3 Additional Services

As part of this RFP, successful proposer will be responsible for providing catering services to the public meeting rooms within the library. Items provided could typically be coffee, light pastries and fruit. Additional items may be included; however, all commercial food handling regulations must be adhered to.

4.0 **REGIONAL LIBRARY DEMOGRAPHICS**

4.1 North Central Regional Library has a Patron registration of approximately 150,000 with average foot traffic of 11,000 per week.

4.2 The Southeast Regional Library will serve an area of 5 - 10 mile radius from building. According to the Rand-McNally Commercial Atlas, Gilbert has a population 69,000 and a median family income of \$42,000 per year. The District is projecting usage to meet or exceed current levels of the North Central Regional Library. Based upon patron statistics from the North Central Regional Library we can expect patron counts of approximately 600,000 per year. In addition to the library patrons the building will house a computer training center that can seat 16 and three meeting rooms with the largest having a capacity of 240.

5.0 **REVENUE**

During the term of the Use Management Agreement, the successful proposer shall pay monthly to the District a minimum annual amount or percentage of gross receipts, whichever is greater. The minimum rental amount shall be made in twelve (12) monthly payments, due on the 15th day of the month following. The balance of monies due, if any shall become payable and due within sixty (60) days after the contract year. The contract year shall commence on a date to be determined after the Board approves the final Use Agreement.

6.0 **SUPPORTING REFERENCES/DOCUMENTATION:**

Each Proposal must attach the following references/documentation.

- 6.1 PRINCIPALS: Credentials of management staff, the duration and extent of the business experience of the principals, with special emphasis upon experience with restaurant/food court sales, and retail sales of the type to which this proposal relates.
- 6.2 MANAGEMENT, OPERATIONS, AND MAINTENANCE: Enumerate in detail, the pertinent experience of the individual(s) who will be directly involved with the management, operations, maintenance, and buildout of this proposal.
- 6.3 MANAGEMENT PLAN: Describe, in detail, your management operations plan, and methodology used to ensure its success. Include proposed hours of operation and days the business will be open. Be sure to include the proposed major services/branded providers you intend to offer to the using public and county employees.
- 6.4 INITIAL CAPITAL IMPROVEMENT/MAJOR RENOVATIONS CONSTRUCTION SCHEDULE: Describe, in detail, your proposal's plan for addressing the items listed in §6.0. Include the construction schedules, start and completion dates, and estimated costs.
- 6.5 MARKETING PLAN: Provide information on how you intend to promote food/retail services at the site. This statement should provide the County with a clear understanding of unique qualities of the Proposer and/or its proposal.
- 6.6 AREA IMPROVEMENT/MAINTENANCE PROGRAM: Describe, in general, your area improvement/maintenance program. This should include food service cook equipment, dishwasher equipment, water softeners, grease-trap maintenance, electrical, plumbing, painting, floor care, janitorial, garbage service, pest control service, etc.
- 6.7 PROPOSED PERCENTAGE OF GROSS RECEIPTS/GUARANTEED MINIMUM: Provide proposed actual percentage of gross receipts to Maricopa County, and the minimum guaranteed. Proposer may submit a graduated schedule percentage extending for the term of the agreement.
- 6.8 CASH FLOW ANALYSIS PRO-FORMA: Provide a complete performance sheet that applies to the proposed food court for the first five years of operation. Include revenue, operating expenses, fixed expenses, and total expenses, or any other pertinent data.
- 6.9 LITIGATION/CLAIMS/JUDGMENTS: Provide detailed information of any type of litigation, judgments, claims, or governmental investigations (previous or pending), involving any principal, individual financial backer or investment group, or legal business activity associated with this proposal.
- 6.10 REFERENCES: List five (5) governmental agencies or private firms, with whom you have conducted business transactions during the past five (5) years. At least two (2) of the references named are to have knowledge of your debt payment history.
- 6.11 REFERENCES (BUSINESS VENTURES OF LIKE SERVICES): List five (5) business venture references of like services (i.e., food court development, retail court development, etc.) for which your firm

has successfully developed, made operational, managed and/or currently has active service.

7.0 ADMINISTRATIVE INFORMATION:

7.1 SCHEDULE OF EVENTS:

1998 Request for Proposals Issued: _____ December 21,

Deadline for submission of proposals, 2:00 P.M., MST on Friday, February 5, 1999 All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003. The following is a schedule of events in the evaluation and award of this RFP:

1999 Proposed review of proposals: _____ February 19,

1999 Proposed vendor presentations: _____ February 22,

1999 Proposed Best & Final (if required) _____ February 26,

1, 1999 Proposed selection and negotiation: _____ March

1999 Proposed award of proposal: _____ March 24,

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

7.2 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative and Technical telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST - (602) 506-3450
Rick Creakman, Library District (602) 506-5721

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

- 7.3 **THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 13, 1999, AT 9 AM AT THE MARICOPA COUNTY NORTH CENTRAL LIBRARY, 17811 N. 32nd. St. Phoenix, AZ.**

- 7.4 **RFP CHANGES:**

Maricopa County may institute changes or modifications to this RFP and will notify all participants by an addendum.

- 7.5 **NON-COLLUSION:**

The Proposer expressly warrants and certifies that neither the Proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this RFP.

- 7.6 **COVENANT AGAINST CONTINGENT FEES:**

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate the resulting Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 7.7 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

- 7.8 **FINANCIAL STATUS:**

All proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a proposal, and/or to declare a proposer non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law, the proposer must provide the County with that information as part of its proposal. The County may consider that information during evaluation of the proposal. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a proposal, including, but not limited to, determination that the proposer should be declared non-responsible and/or non-responsive, and suspension or debarment of the proposer, as those terms are defined in the Maricopa County Procurement Code.

By submitting a proposal in response to this solicitation, the proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law, the proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

7.9 **AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

7.10 **CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and The Maricopa County Library District (using department) shall monitor the successful Proposer's compliance with, and performance under, the terms and conditions of the Contract. The successful Proposer shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

7.11 **CONFORMATION WITH THE LAW:**

All service provided by the successful Proposer shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the State of Arizona, County of Maricopa, and the City of Phoenix.

7.12 **NON-DISCRIMINATION:**

The successful Proposer in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

7.13 **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

The successful Proposer understands and acknowledges the applicability of the IRCA. The successful Proposer agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

7.14 **BID PROTESTS AND DISPUTE RESOLUTION:**

Protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

7.15 **INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing responses to this RFP, including the acquisition of supplies and/or personnel.

7.16 **CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any Proposer believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

7.17 **REJECTION OF PROPOSALS:**

Maricopa County reserves the right to reject any, and all, proposals received in response to this RFP as determined to be in the best interests of the County.

7.18 **VENDOR WITHDRAWAL:**

If, at any time prior to the opening of this proposal a proposer decides to withdraw its proposal, that proposer shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

7.19 **RETENTION OF RECORDS:**

The successful Proposer agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

7.20 **REGISTRATION:**

Proposers are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your proposal to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

8.0 **TERMS AND CONDITIONS:**

8.1 **CONTRACT LENGTH:**

This Request for Proposals is for awarding a purchasing contract to cover a ten (10) year period.

8.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the successful Proposer, extend this agreement up to a maximum of two (2), five (5) year periods. The successful Proposer shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or the expiration of the first renewal period.

8.3 **INCORPORATION OF PROPOSAL INTO THE CONTRACT:**

The contents of this proposal and the selected firm's response is to be incorporated, in total, into the contract.

8.4 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant agreement for convenience by providing one hundred twenty (120) calendar days advance notice to the vendor.

8.5 **DEFAULT:**

The County may suspend, terminate, or modify this contract immediately upon written notice to the successful Proposer in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the successful Proposer to perform any of its contractual

obligations. Maricopa County reserves the right to have service provided by other than the successful Proposer if the successful Proposer is unable or fails to provide requested service within the specified time frame.

8.6 **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the successful Proposer's work or services. The successful Proposer's duty to defend, hold harmless, and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the successful Proposer, anyone successful Proposer directly or indirectly employed or anyone for whose acts successful Proposer may be liable, regardless of whether it is caused in part by or party indemnified hereunder, including the County.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

8.7 **INSURANCE REQUIREMENTS:**

General Clauses. The successful Proposer, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the successful Proposer's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The successful Proposer shall be solely responsible for the deductible and/or self-insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise the successful Proposer of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of successful Proposer's obligations under this Contract.

Commercial General Liability. The successful Proposer shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 products, completed operations, aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. The successful Proposer shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to the successful Proposer's any owned, hired, and non-owned vehicles assigned to or used in performance of the successful Proposer's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc.

Policy Form CA 00011293, or any replacements thereof). Policy shall include loading and off loading hazards.

Workers' Compensation. The successful Proposer shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of successful Proposer's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the successful Proposer will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

8.8 **CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, the successful Proposer shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by successful Proposer's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

8.9 **CANCELLATION AND EXPIRATION NOTICE:**

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

8.10 **CHANGES:**

The County may require changes in the scope of the services to be performed by the successful Proposer hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to or from the successful Proposer for the change in scope.

8.11 **SEVERABILITY:**

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

8.12 **CONTRACTOR RESPONSIBILITY:**

The successful Proposer will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors, this shall include any period of renovation undertaken by the successful proposal.

The successful Proposer agrees that all subcontractors performing work under this agreement shall comply with its provisions and it is expressly understood that all persons employed by the successful Proposer, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

8.13 **ASSIGNMENT OR SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by successful Proposer without the written consent of the County first having been obtained. Any attempt by the successful Proposer to assign or subcontract any performance of this Agreement without the written consent of the County shall be null and void and shall constitute a breach of this Agreement.

8.14 **CONTRACTOR LICENSE REQUIREMENT:**

The successful Proposer shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Proposer furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Proposer is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Proposers are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Proposers shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

8.15 **PERFORMANCE BOND:**

The successful Proposer will be required to furnish a performance bond in the amount of \$100,000.00 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. The successful Proposer's are requested to tender this bond on AIA

Document A312. The successful Proposer's failing to supply a performance bond as required will forfeit his right to the contract.

A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

8.16 CONTRACTOR LIABILITY:

The successful Proposer shall be liable for any loss or damage arising out of or related to its successful Proposer's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, the successful Proposer is responsible for such damages.) the successful Proposer shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

9.0 INSTRUCTIONS FOR PROPOSAL:

9.1 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide 1 original and five (5) copies of their proposal. Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 98211-RFP, 320 West Lincoln, Phoenix, Arizona 85003. Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

9.2 EXCEPTIONS TO THE SOLICITATION:

The Proposer will identify and list all exceptions taken to all sections of 98211-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS98211-RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, BS98211-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

9.3 GENERAL:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

9.4 **FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. **The proposals are to be submitted in binders and have sections tabbed as below :**

- 9.4.1 Letter of Transmittal
- 9.4.2 Table of Contents
- 9.4.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.
- 9.4.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all-inclusive detailing your best offer.
- 9.4.5 Personal Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program, and other pertinent information.
- 9.4.6 Space Plan - General allocation of space (in side and outside) for nationally, regionally or locally branded foodservice operations must be described.
- 9.4.7 Pro-Forma Financial Statements
- 9.4.8 Revenue Plan - the proposal shall detail the amount the successful proposer will pay the County monthly as a percentage of gross receipts on minimum monthly amount, whichever is greater. See 7.0 and 8.7.
- 9.4.9 Proposal exceptions
- 9.4.10 Required submittals, see 9.1-9.12
- 9.4.11 References
- 9.4.12 Agreement Sheet

10.0 **EVALUATION FACTORS:**

10.1 **GENERAL:**

The following guidelines will be used in analyzing and evaluating this proposal. Although proposed County Revenue will be a factor in proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the proposal. The County reserves the right to accept other than the highest revenue generating proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments and others. Requests for presentations or clarification of portions of the proposals are considered. A summary evaluation will be prepared by this committee with an objective ranking of the proposals.

10.2 **AWARD OF CONTRACT:**

Contracts awarded pursuant to the provisions of this section will not be solely on revenue, but will include and not be limited to evaluation criteria listed in the proposal. Whenever selection is other than a highest revenue, complete and thorough justification will be provided for the selection, and the reasons documented by the Proposal Analysis Committee. The contract will be awarded by the Board of Supervisors to a qualified firm considering, scope, complexity and the nature of goods and/or services proposed.

10.3 **COMPETITIVE NEGOTIATION:**

Proposals should follow format per paragraph 9.4. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations will be conducted, as needed, with the most responsive proposer.

10.4 **BASIC EVALUATION PROCEDURE:**

- Step 1 Review of all Proposals to conformance of this RFP.
- Step 2 The elimination of all proposals which deviate substantially from the basic intent of the proposal.
- Step 3 An assessment of the remaining proposers. This assessment will also include a review of the vendor personnel capability and the previous experience of each vendor, space plan (specific and general) etc.
- Step 4 Verification of vendor references.
- Step 5 Oral presentations to supplement the proposal, for the purpose of clarification, may be required of selected vendors. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- Step 6 Evaluation of revenue/costs to Maricopa County.

Step 7 Capability of the vendor to participate in this particular program, including eligibility based on the vendor's financial stability and viability.

Step 8 Tabulation and recommendation of potential vendor.

10.5 **EVALUATION OF PROPOSAL: SELECTION FACTORS**

A proposal analysis committee shall be appointed, chaired by the Materials Management Department to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request:

10.5.1 Proven skills, technical competence, and credentials of firm and management staff.

10.5.2 Proposed development and Implementation Plan.

10.5.2.1 Proposed service and menu pricing

10.5.2.2 Improvements/Maintenance Plan

10.5.2.3 Management Plan/Employee Plan

10.5.2.4 Marketing Plan

10.5.3 Pro-Forma Financial Statements/ Revenue Plan Proposed

10.5.4 Quality and completeness of proposal.

SD/af

cc: VARIOUS

POPULAR REFRESHMENTS, INC., 5633 W. COOLIDGE, PHOENIX, AZ, 85031

11.0 **REVENUE PLAN:**

Per specifications, prices as bid:

11.1 Base revenue to be paid to Maricopa County:

11.1.1 North Central Regional \$ 250.00 /per month

11.1.2 Southeast Central Regional \$ 250.00 /per month

11.2 Proposers base gross sales volume

11.2.1 North Central Regional \$ 9,000.00 /per month

11.2.2 Southeast Central Regional \$ 6,800.00 /per month

11.3 Percent override based on the expected gross sales volume:
(Total revenue, i.e. catering, delivery etc. Based on 11.2.1 & 11.2.2)

8 % of **gross sales, or just 12% of gross sales, which ever is higher.**

Terms: Net 30

Vendor Number: 860613803

Federal Tax ID Number: 86-0613803

Telephone Number: (602) 691-0789

Fax Number: (602) 850-4248

Contract Period: To cover the period ending March 31, 2009.