



NOTICE OF SOLICITATION

SERIAL 08102-ITN

INVITATION TO NEGOTIATE FOR: MARICOPA COUNTY POURING RIGHTS

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **October 10, 2008** for the furnishing of the following for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 08102-ITN INVITATION TO NEGOTIATE FOR Maricopa County Pouring Rights.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE
MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

Steve Dahle
Procurement Officer
Telephone: (602) 506-3450

Or

John P. McDonald
Maricopa County Marketing Consultant
Office: (813) 915-5620
Mobile: (813) 597-9492
jpm@facilityvn.com
SUITEHOST101.com

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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REQUEST FOR PROPOSAL FOR: MARICOPA COUNTY POURING RIGHTS

1.0 INTENT:

Maricopa County is requesting proposals from qualified vendors for non-alcoholic beverage pouring rights in association with all Maricopa County public food service venues and vending machines. This will include the Change of Venue Café, Durango Cafeteria, South-East Complex as well as other smaller venues owned by Maricopa County.

Arizona Political Subdivisions (Under Federal Law and State Statute) shall accommodate Visually Impaired Operators under the Arizona Department of Economic Security Business Program. Proposers should be aware that Maricopa County will expect consideration be given to this existing mandate when proposals are submitted.

The Food Court concessionaires and vending machine operators shall be required to pour the products of the successful proposer.

2.0 SCOPE OF WORK:

2.1 This award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the County based on the evaluation factors set forth in this ITN. Revenue to the County, although a major consideration, will not be the sole determining factor.

2.2 If any proposer submits information that they consider to be proprietary, the proposer must place it in a separate envelope and marked "Proprietary Information". If the procurement officer concurs, this information will not be considered public information. The procurement officer is the final authority as to the extent of material which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

2.3 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in this ITN.

2.4 The County offers pouring rights for non-alcoholic beverages as defined below in association with this ITN.

- (A) Carbonated Soft Drinks: All refrigerated carbonated flavored drinks.
- (B) Non-Carbonated Soft Drinks: All refrigerated non-carbonated flavored drinks to include tea and coffee based drinks.
- (C) Sports Drinks: Non-carbonated refrigerated drinks intended to replenish nutrients lost through heavy exertion or sports.
- (D) Juice: Non-carbonated refrigerated drinks containing at least seventy percent (70%) natural juice by volume.
- (E) Water: Non-carbonated bottled drinking water.
- (F) Other Other categories that may be offered by proposer

2.5 During the term of the ITN, the proposer must remain competitive in terms of pricing to ensure fairness to the County and maintain competitive pricing models to those that the current DES operators servicing the County are provided.

2.6 These pouring rights will include all services in food service operations and all concessions/vending machines in all of Maricopa County's public food service venues.

2.7 Payment for the exclusive branding pouring rights will be made on an annual basis. Each annual payment will be due July 1st of each contract year.

2.8 Proposers should list and describe the beverage related equipment to be placed in the food service locations, and proposers are invited to propose how they will upgrade this equipment over the ten

year course of the agreement so that food service customers benefit from state-of-the-art beverage equipment.

- 2.9 Proposer shall be responsible for all distribution systems for bulk products and liquid carbon dioxide.
- 2.10 Proposer shall provide a dedicated service technician and business review account representative to the County throughout the term of the agreement.
- 2.11 Proposer shall identify other financial and non-financial benefits that could accrue to the County relative to the service areas included within thesis ITN.
- 2.12 Proposer shall not require the food court management company to use non-recyclable cups.
- 2.13 As the contract matures, the County may add other sites. The proposer will be notified and pricing adjusted accordingly.
- 2.14 Required submittals:
 - 2.14.1 Evidence that the proposer has been engaged for at least the past three (3) years in providing services as listed in this ITN.
 - 2.14.2 Pricing Attachment A
 - 2.14.3 Independent evidence of the quality, brand name recognition, and Phoenix market share of the products poured.
 - 2.14.4 Provide a list and description of proposed products to be poured and/or sold from vending machines.
 - 2.14.5 A list and description of beverage related equipment that will be provided for each food service location, and any proposal to upgrade this equipment during the course of the ten (10) year agreement that could result from this solicitation. Please also present a brief description of your proposed transition plan to install exclusive vending machines.
 - 2.14.6 Any other information that you feel will assist the County in evaluating your proposal. This information could include, but not limited to, any proposed support services, paper products, marketing and advertising, and /or other forms of compensation.
- 2.15 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a ten (10) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of ten (10), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor 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.

3.3 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless 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, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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

The scope of this indemnification does not extend to the sole negligence of County.

3.4 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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 County, constitute a material breach of this Contract.

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

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; 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.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 SCHEDULE OF EVENTS

Request for Proposals Issued: September 11, 2008

Deadline for submission of proposals is 2:00 P.M., MST, on October 10, 2008 .All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed selection and negotiation: October 17, 2008

Proposed award of Contract: November 19, 2008

All responses to this Request for 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 Respondent by parties other than the County.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Department of Materials Management
Attn: Contract Administration
320 w. Lincoln St.
Phoenix, AZ 85003

Administrative telephone inquiries shall be addressed to:

Steve Dahle, Strategic Contract Manager, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

John P. McDonald, Maricopa County Marketing Consultant
JMM Group Enterprise
Facility Vendor Network
Suite Host 101
PO Box 4482
Tampa, FL 33677
Office: (813) 915-5620
Mobile: (813) 597-9492
jpm@facilityvn.com

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

3.7 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

3.7.1 **One (1) original hardcopy of all proposal documents.**

3.7.2 One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.

3.7.3 Three (3) CD's providing the entire proposal in PDF format only.

3.7.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

**Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494**

SERIAL 08102 – ITN, Maricopa County Pouring Rights

3.7.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the ITN closing date.

3.8 GENERAL CONTENT:

The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

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

3.9 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: (Responses are limited to 200 pages, single sided, 10 point font type).

3.9.1 Table of Contents

3.9.2 Letter of Transmittal (Exhibit 2)

3.9.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.9.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

3.9.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.9.6 Attachment A (Revenue)

3.9.7 Attachment B (Agreement Page)

3.9.8 Attachment C (References)

3.10 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

3.10.1 Brands and equipment Proposed.

3.10.2 Revenue.

3.11 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.11.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.11.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.11.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.11.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.11.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.11.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.11.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.12 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

ATTACHMENT A

PRICING

SERIAL 08102-ITN
PRICING SHEET

BIDDER NAME: _____
F.I.D./VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

6.1 Revenue	Year 1	\$ _____
6.1 Revenue	Year 2	\$ _____
6.1 Revenue	Year 3	\$ _____
6.1 Revenue	Year 4	\$ _____
6.1 Revenue	Year 5	\$ _____
6.1 Revenue	Year 6	\$ _____
6.1 Revenue	Year 7	\$ _____
6.1 Revenue	Year 8	\$ _____
6.1 Revenue	Year 9	\$ _____
6.1 Revenue	Year 10	\$ _____

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

**EXHIBIT 1
VENDOR REGISTRATION PROCEDURES
AND
SMALL BUSINESS PROGRAM**

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: 08102-ITN

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)