

**RFP 31-11**

City of Concord, New Hampshire

Purchasing Division

**CITYWIDE BEVERAGE SERVICES**

Prepared for, and in coordination with the

**FINANCE DEPARTMENT  
GENERAL SERVICES DEPARTMENT  
RECREATION DEPARTMENT**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: APRIL 21, 2011 NOT LATER THAN 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET, CONCORD, NH 03301

(603) 225-8530 FAX: (603) 230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide beverage vending and dispensing services for City owned and operated facilities and parks. The firm must be lawfully engaged in providing beverage vending and dispensing services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposals (RFP).

Proposals must be received **not later than 2:00 PM on April 21, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations and Maintenance Facility, 311 North Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

### "RFP 31-11 CITYWIDE BEVERAGE SERVICES"

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 31-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

**All proposals received will be considered confidential and not available for public review until after a vendor has been selected.**

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	<a href="mailto:purchasing@onconcord.com">purchasing@onconcord.com</a> <a href="http://www.onconcord.com/purchasing">www.onconcord.com/purchasing</a>

	and in City Hall Lobby			
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummary.com">www.constructionsummary.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NH



Douglas B. Ross, Purchasing Manager

Date: 3/28/11

**Proposal Due Date/Time: April 21, 2011 not later than 2:00 PM**

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager ([dross@concordnh.gov](mailto:dross@concordnh.gov) or (603) 230-3656-Fax) no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.**

### SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

### WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this

proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

**PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:**

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

**RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

**PROPOSAL RESULTS:**

**All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.**

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

**TIE PROPOSALS:**

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

**LIMITATIONS:**

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

**PROPOSAL EVALUATION:**

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

**AWARD OF CONTRACT:**

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

#### MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

#### CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

#### CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

#### EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

#### APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

#### FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

#### DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

#### INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

#### WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

#### DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be

commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$



## FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code:

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at [www.concordnh.gov](http://www.concordnh.gov).

## FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

## NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

## SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

## PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

## ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

## DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

## NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

*FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

## **INSTRUCTIONS FOR PROPOSERS**

**RFP 31-11**

### **CITYWIDE BEVERAGE SERVICES**

#### **1. GENERAL**

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide beverage vending and dispensing services for City owned and operated facilities and parks. The firm submitting a proposal must be lawfully engaged in providing beverage vending and dispensing services in the State of New Hampshire.

Interested firms should see Paragraph 9, **SCOPE OF SERVICES REQUESTED** and respond to this request by submitting a Proposal, in accordance with Paragraph 10, **PROPOSAL PREPARATION**, on or before the due date/time for submission.

Trade secrets or proprietary information submitted by a **VENDOR** in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, the **VENDOR** must invoke the protection of this section prior to, or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of said material after award(s) should be stated by the **VENDOR**.

#### **2. PROPOSAL SUBMISSION**

In order to be considered responsive, **one (1) original and two (2) identical copies** of the Proposal must be submitted in to Mr. Douglas Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH, 03301.

Proposals must be received no later than **2:00 PM on April 21, 2011** to be eligible for consideration by the **CITY**. Each statement shall be submitted in a sealed envelope, which is clearly marked as follows:

### **RFP 31-11 CITYWIDE BEVERAGE SERVICES**

#### **3. GUIDELINES FOR PROSPECTIVE VENDORS**

It is the policy of the **CITY** that contracts are awarded only to responsive and responsible vendors. In order to qualify as responsive and responsible, a prospective **VENDOR** must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and

- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

#### 4. TIMETABLE FOR CONSIDERATION OF PROPOSALS

Proposals will be reviewed as soon as possible after the advertised opening date. At the City's option, interviews may be conducted with selected VENDORS at a time to be determined. It is anticipated that a contract will be signed with a VENDOR by **May 16, 2011**.

#### 5. LIMITATIONS

See General Terms and Conditions

#### 6. REVISIONS TO THE REQUEST FOR PROPOSALS

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Manager no later than seven (7) calendar days before the Proposal submission date in order to be considered. Any changes to the RFP will be provided to all VENDORS of record in the form of addenda.

#### 7. TECHNICAL EVALUATION

See General Terms and Conditions

#### 8. BACKGROUND INFORMATION

The City of Concord entered into its first exclusive beverage vending and dispensing agreement with The Pepsi Bottling Group (PBG) in April 2001 and renewed in 2005 and 2010. The current agreement is due to expire on March 31, 2011. Currently, PBG sells a variety of beverage products to the concessionaires under contract with the City for food and beverage sales at the Everett Area and Memorial Field. The following equipment is located at City owned and operated facilities and parks:

a. Recreation Dept, 1 White Street:	1 ea GDM 10 Cooler (1 door)
b. General Services Department, 311 N. State Street:	1 ea 501E Vendor
c. Green Street Community Center, 37 Green Street:	1 ea 276E Vendor
d. Wastewater Treatment Plant, 125 Hall Street:	1 ea 501E Vendor
e. Memorial Field, 5 Fruit Street:	5 ea 501E Vendors 3 ea GDM 10 Coolers (1 door) 2 Countertop Coolers
f. City Hall, 41 Green Street:	1 ea 501E Vendor
g. Concord Public Library, 45 Green Street:	1 ea 276E Vendor
h. General Services Department	1 ea 501E Vendor
i. Everett Arena	2 ea 501E Vendors 2 ea 1-Door Coolers 1 ea 2-Door Cooler
j. Beaver Meadow Golf Course	1 ea 1-Door Cooler 1 ea Bar Gun System 1 ea 501E Vendor

In previous years, the following equipment as located in City of Concord Parks:

e. Keach Park, Newton Avenue:	1 ea 501E Vendor
f. Merrill Park, Eastman Street:	1 ea 501E Vendor
g. Rolfe Park, Community Drive (Penacook):	1 ea 501E Vendor
h. Rollins Park, Broadway Street:	1 ea 501E Vendor

- i. Kimball Park, N. State Street: 1 ea 501E Vendor
- k. White Park, 1 White Street: 2 ea 501E Vendor

In previous years, vending machines have also been located at the Beaver Meadow Park, East Concord Community Center, Concord Fire Department Headquarters, Garrison Park, Heights Community Center, and Russell Martin Park. The City is not opposed to the placement of vending machines in these or other appropriate locations.

**9. SCOPE OF SERVICES REQUESTED**

**a. Exclusive Beverage Availability Rights**

- 1. The successful vendor shall have the exclusive right to make beverages available for sale and distribution for all City owned and operated facilities and parks. This shall include the exclusive right to install, operate, service and stock all equipment that dispenses beverages. City owned and operated facilities and parks excluded from the Agreement shall include:

- a) All Little League Baseball and Softball fields

The Beaver Meadow Golf Course (BMGC) concession, excluded during the last 6 years of the City’s agreement with PBG will be included in the new agreement. However, the BMGC concessionaire shall retain the right to sell those beverages (ex. Snapple etc.) not provided by the successful vendor

- 2. The successful vendor shall have the exclusive right to offer for sale the following exclusive beverages of the vendor, in 20 oz. plastic bottles, in all City owned and operated parks (including Memorial Field) and community centers:

- a) Packaged waters
- b) Isotonics
- c) Fruit juices
- d) Carbonated diet soda

Carbonated diet sodas shall not represent more than 25% of the beverages being offered for sale in any individual vending machine.

- 3. The successful vendor shall have the exclusive right to offer for sale the following exclusive beverages of the vendor, in 20 oz. plastic bottles, in all City owned and operated facilities (less parks-including Memorial Field-and community centers):

- a) Fruit drinks
- b) Packaged waters
- c) Isotonics
- d) Teas/Fruit juices
- e) Carbonated soda – regular and diet

- 4. The City shall require that the Everett Arena and Memorial Field concessionaires sell, in these City owned and operated venues, only the beverages manufactured or distributed by the successful vendor. Discounted pricing shall be provided to all concessionaires under contract with the City.

- a) The only exception to this policy shall be for the various concessionaires permitted by the City to sell beverages at and around Memorial Field during the annual 4<sup>th</sup> of July celebration. **During**

**special events the city may permit other beverages to be sold/given away. The city will give (30) days notice.**

5. As mentioned above, the Beaver Meadow Golf Course (BMGC) concession, excluded during the last 6 years of the City's agreement with PBG will be included in the new agreement. However, the BMGC concessionaire shall retain the right to sell those beverages (ex. Snapple etc.) not provided by the successful vendor

**b. Term of Agreement**

1. The term of the Agreement shall be five (5) years beginning on approximately May 16, 2011 and ending on May 15, 2016. This Agreement may be renewed, by mutual agreement, for any combination of up to five (5) additional years (through May 14, 2021). The Agreement may be terminated in accordance with the provisions contained in the General Terms and Conditions.

**c. Pricing and Products**

1. All beverages, as identified in paragraphs 1b and c, dispensed in vendor owned vending machines shall be 20 oz. plastic bottles.
2. Prices for all beverages shall be provided as part of the Proposal Statement and shall remain firm for a minimum of one (1) year from the date an Agreement goes into force.
3. Any price changes desired by the successful vendor must:
  - a) Be requested in writing at least sixty (60) calendar days prior to the Agreement anniversary date
  - b) Be approved by the City of Concord
  - c) Not exceed the CPI-U City Average, All Items, Not Seasonally Adjusted for the previous 12-month period
4. Volumes sold during the past 2 years are detailed in Attachment A.

**d. Equipment and Service**

- 1) The successful vendor shall, at its own expense, provide beverage vending machines and dispensing equipment based on the City's needs and shall replace all current beverage vending and dispensing equipment located at City owned and operated facilities and parks.
- 2) All vending and dispensing equipment shall remain the property of the successful vendor throughout the term of the Agreement. All vending machines shall be 20 oz. plastic bottle machines and shall be new and/or like new. All vending machines shall employ state-of-the-art technology and shall be equipped with a Dollar Bill Validator (DBV) and vending energy misers.
- 3) Throughout the term of the Agreement, the vendor shall, at its own expense, service and stock, as necessary, all vending and dispensing equipment placed within City owned and operated facilities and parks.
  - a) The City shall permit the vendor to enter City property, during normal business hours, for the purposes of servicing and stocking all vending machines and dispensing equipment.
- 4) Vending machines and dispensing equipment may not be removed and added without the consent of the City. The successful vendor shall be responsible for maintaining, and providing to the City on demand, a current inventory of all vending machines and dispensing equipment placed at City owned and operated facilities and parks.

5) The successful vendor shall have the right to remove it's vending machines and dispensing equipment, during normal business hours, at the end of the Agreement term without any expense to the City.

The successful vendor shall have the right to place full trademark panels on all sides of its vending machines and dispensing equipment. **Vending machines in all parks (including Memorial Field) and community centers must display water and/or juice trademark panels.**

## **10. PROPOSAL STATEMENT**

In order to facilitate evaluation of the Proposals, the VENDOR is instructed to follow the outline below in responding. **The information provided must be clear and concise and Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals.** Additional pertinent information may be annexed to the Proposal Statement.

### **a. Company or Vendor Team Background Material**

Information concerning the background, experience, and qualifications of the VENDOR that is felt to be pertinent.

### **b. Ability to Perform**

The VENDOR will demonstrate an understanding of, and familiarity with, services of this type and provide a statement confirming the VENDOR'S ability to meet the needs of the CITY.

### **c. Local Knowledge**

The VENDOR will demonstrate familiarity with the City of Concord.

### **d. Project Staffing**

The VENDOR shall identify all individuals who will be assigned to work with the CITY to ensure that the required beverage services are provided successfully. A principal point of contact shall be identified who will serve as the liaison between the VENDOR and the CITY for the duration of the contract. This individual's resume, telephone number, cell phone number and email address shall be provided.

### **e. Backup Capability**

Identify the individual(s) who would be assigned as the principal point of contact in the event of an unexpected problem in manpower assignment. Provide the resume, telephone number, cell phone number and email address for each individual identified

### **f. VENDOR'S Experience**

The VENDOR shall provide a list of previous and current contracts, if any, awarded by a New Hampshire municipal government agency or private party to the VENDOR which are considered identical or similar in scope of services discussed herein. The VENDOR'S list shall include the following information:

- 1) Name and address of the NH municipal government agency
- 2) Contract duration, including dates;
- 3) Services performed; and

Name, address and telephone number of a current point-of-contact at each NH municipal government agency

### **g. Work Program**

The VENDOR shall submit a brief work program and schedule of how it plans to implement the required beverage services should it be awarded the contract with the CITY.

### **h. Consideration**

The VENDOR shall detail the consideration it shall provide to the CITY (and the time frame within each consideration shall be provided) in exchange for the exclusive beverage vending and dispensing rights detailed by this Request for Proposals. Of particular interest to the City are the following:

- 1) Up-front Sponsorship Fee
- 2) Allowance for providing and installing new athletic scoreboard for the Everett Arena valued at \$12,560
- 3) Percentage commission on cash collected (cash-in-the-bag) during the life of the Agreement. Also identify the proposed cost per 20 oz. beverage dispensed by each vending machine.
- 4) Annual advertising at the Everett Arena (dasher board advertisements and sign under scoreboard-\$1,200/year)
- 5) Annual allowance to support the CITY-sponsored Summer Music Series
- 6) Allowance for the installation of each new vending machine
- 7) U.V. protected logo umbrellas (**displaying water and/or juice logos only**) for each of the two (2) lifeguard chairs at each of the CITY'S seven (7) swimming pools
- 8) Promotional vinyl banners for special events (**displaying water and/or juice only logos**)
- 9) **New electric basketball score board for GSCC gym**
- 10) Other considerations as identified by the VENDOR

### **i. Discounted Prices**

Provide list pricing and the discount off of list prices to be provided for all available beverages and associated supplies to be sold to all the concessionaires under contract with the CITY.

### **j. Signature**

The proposal shall be signed by an official authorized to bind the VENDOR and shall contain a statement to the effect that the proposal is a firm offer open for acceptance for a ninety (90) day period. The proposal shall also contain the following information: Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

## **11. INSURANCE**

Per attached sheet entitled "Insurance Requirements for all Vendors".

## **12. CONTRACT AWARD**

Any contract entered into by the CITY shall be in response to the Proposal and subsequent discussions. The award shall be based on the following weighted criteria:

1. Possession of adequate financial resources for performance, or ability to obtain such resources;
2. Possession of the necessary experience, organization, technical and professional qualifications, skills and facilities;

3. Ability to comply with proposed or required time of completion or performance,
4. Possession of a satisfactory record of performance;
5. Adherence to the specifications of this proposal and provision of all required documentation;
6. Consideration provided to the CITY

**See also the Proposal Evaluation Form at the end of this RFP.**

### **13. MODIFICATIONS AFTER AWARD**

See General Terms and Conditions

### **14. OWNERSHIP OF REPORTS**

See General Terms and Conditions

### **15. DISAGREEMENTS AND DISPUTES**

See General Terms and Conditions

### **16. TERMINATION OF CONTRACT FOR CAUSE**

See General Terms and Conditions

### **17. TERMINATION FOR THE CONVENIENCE OF THE CITY**

See General Terms and Conditions

### **18. CONTRACT**

See General Terms and Conditions

## PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and two (2) identical copies** as part of his/her proposal:

1. Proposal Statement (See Instructions For Proposers, Paragraph 10a-j)
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement

**The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage**

**CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_

**I DO** meet specifications

Signed: \_\_\_\_\_

**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form  
**W-9** (rev 01/08)

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/ Sole proprietor  Corporation  Partnership

Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership)

Other

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City of Concord  
41 Green Street  
Concord NH 03301

City, state, and ZIP code

List account number(s) here (optional)

Part I

## Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number --

Employer identification number --

Part II

## Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of U.S. Person

Date:

### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE  
CITY WIDE BEVERAGE SERVICES  
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all vendors, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**City of Concord, New Hampshire**  
**RFP 31-11, CITY-WIDE BEVERAGE SERVICES**  
**Insurance Requirements for All Vendors**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- Owners & Contractors' Protective – Limit \$ \_\_\_\_\_
- Underground/Explosion and Collapse

**Commercial Automobile Liability**

Combined Single Limit \$1,000,000

Other \$ \_\_\_\_\_

- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

- Garage Liability \$ \_\_\_\_\_
- Garage Keepers Legal Liability \$ \_\_\_\_\_

**Workers Compensation**

NH Statutory including Employers Liability  
 - Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000  
 Other \$ \_\_\_\_\_

**Commercial Umbrella**

May be substituted for higher limits required above \$ \_\_\_\_\_  
 Follow Form Umbrella on ALL requested Coverage

**Other**

- 1. Professional/Errors & Omissions \$ \_\_\_\_\_
- 2. Builders Risk – Renovation Form \$ \_\_\_\_\_
- All Risk completed value form including Collapse \$ \_\_\_\_\_
- Sublimit for Soft Cost Coverage \$ \_\_\_\_\_
- 3. Installation Floater (Equipment) \$ \_\_\_\_\_
- 4. Riggers Liability \$ \_\_\_\_\_
- 5. Environmental – Pollution Liability \$ \_\_\_\_\_
- 6. Aviation Liability \$ \_\_\_\_\_
- 7. Watercraft – Protection & Indemnity \$ \_\_\_\_\_

**(X) The City of Concord must be named as Additional Insured**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 31-11

PROJECT: Citywide Beverage Services

CITY CONTRACT NO.: RFP 31-11

CONTRACT FOR: Citywide Beverage Services

You are notified that your Proposal dated \_\_\_\_\_ for the above Contract has been considered and accepted for you to provide exclusive beverage services for City owned and operated facilities and parks. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP 31-11 and all addenda) and the VENDOR'S proposal opened on April 21, 2011.

The Considerations provided by the VENDOR shall include:

- a.
- b.
- c.
- d.
- e.
- f.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by \_\_\_\_\_. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate, meeting the minimum required types and levels of coverage, naming the CITY as an additional insured.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to FINANCE, GENERAL SERVICES AND RECREATION DEPARTMENTS

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called the “**VENDOR**”.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **VENDOR** will commence and provide the exclusive beverage vending and dispensing services as detailed by RFP 31-11, City-Wide Beverage Services. All terms, conditions, specifications and prices shall be in accordance with RFP 31-11 and all addenda and the **VENDOR’S** proposal response opened on April 21, 2011.
2. The **VENDOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the beverage vending and dispensing services described herein.
3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** on \_\_\_\_\_. Completion time for the beverage vending and dispensing services shall be five (5) years thereafter or on \_\_\_\_\_. This Agreement may be renewed, by mutual agreement, for any combination of up to five (5) additional years.

The **VENDOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the following considerations:

- a.
  - b.
  - c.
  - d.
  - e.
  - f.
4. The term “**CONTRACT DOCUMENTS**” means and includes the following:
- A REQUEST FOR PROPOSALS RFP 31-11 DATED \_\_\_\_\_
  - B RFP 31-11 PROPOSAL RESPONSE DATED \_\_\_\_\_
  - C CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. ALTERNATE FORM W-9
    3. INDEMNIFICATION AGREEMENT
    4. INSURANCE CERTIFICATE

D LETTER OF AWARD DATED  
E NOTICE OF AWARD DATED  
F AGREEMENT  
G NOTICE TO PROCEED  
H ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

6. The **CITY** will pay the **VENDOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:** CITY OF CONCORD, NEW HAMPSHIRE

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**VENDOR:** \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

\_\_\_\_\_

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 31-11

PROJECT: Citywide Beverage Services

CITY CONTRACT NO.: RFP 31-11

CONTRACT FOR: Citywide Beverage Services

\_\_\_\_\_  
(Name of Vendor)

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than five (5) years thereafter or on \_\_\_\_\_. The Agreement may be renewed, by mutual agreement, for any combination of up to five (5) additional years.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to FINANCE, GENERAL SERVICES AND RECREATION DEPARTMENTS



**PROPOSAL EVALUATION FORM**

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

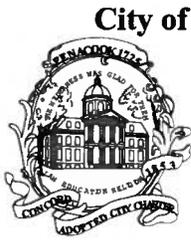
PROJECT: RFP 31-11, CITYWIDE BEVERAGE SERVICES

DEPARTMENT/DIVISION: FINANCE, GENERAL SERVICES AND RECREATION DEPARTMENTS

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Adherence to Specifications	5		
Provision of all Required Documents	5		
Considerations Offered	20		
<u>Project Manager/Team:</u>			
Possession of Relevant Experience	10		
Possession of Necessary Technical and Professional Qualifications	10		
Project Manager Availability	10		
<u>Firm/Organization:</u>			
Possession of Adequate Financial Resources	10		
Possession of Necessary Organization and Facilities	10		
Satisfactory Record of Performance	10		
Ability to Meet Contract Schedule	10		
Total:			

**Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10**

**Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.**



City of Concord, New Hampshire

Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

Concord, NH 03301

(603)225-8530; FAX(603)230-3656

www.concordnh.gov

Reference: RFP 31-11

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

\* \* \* \* No Proposal Questionnaire \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals, RFP 31-11, City-Wide Beverage Services, for the following reasons:

- Item/Service not supplied by our company.
Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):
Profit margin on municipal proposals too low.
Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc)
Insufficient time allowed to prepare and respond to proposal request.
Proposal requirement too large or too small for our company.
Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
Other reason(s), please specify:



Company Name and Address:

Phone: ( )

(Signature) (Typed/Printed Name & Title)

***Profitability-P1 (Non Restated) : PD 1 - PD 13 Year 2010 vs 2009 Sales Volume***  
 Pepsi Markets New England MU

Group Headline	Vol (Raw Cases)				Index
	2010 :	2009 :	vs 2009 :		
Muscle Milk Straw Creme	1	0	1	100.0	
14oz 12L	1	0	1	100.0	
Dole Apple	0	3	-3	-100.0	
Ocean Sprav CranCkdl	5	0	5	100.0	
Ocean Sprav CranGrape	5	4	1	133.3	
Ocean Sprav Orange	2	0	2	100.0	
15.2oz 12L	12	7	6	185.0	
Pepsi	1	0	1	100.0	
Pepsi Dt	1	0	1	100.0	
2 Liter 8L	2	0	2	100.0	
Sobe Life Wtr Acai FrtPch	1	2	-1	50.0	
Sobe Life Wtr Aev Lmnde	1	0	1	100.0	
Sobe Life Wtr Blk BB 0c	1	0	1	100.0	
Sobe Life Wtr Meo Mln	0	2	-2	-100.0	
Sobe Life Wtr Ore Tane	1	0	1	100.0	
Sobe Life Wtr Pmarn Chrv	1	0	1	100.0	
Sobe Life Wtr YB Pom 0c	0	3	-3	-100.0	
20oz 12L	5	7	-2	71.4	
Aquafina	72	25	46	281.8	
Aquafina Splash Grane	3	2	1	170.0	
Aquafina Splash Rspbv	3	2	1	166.7	
Gatorade Blue Raz	16	0	16	100.0	
Gatorade Fruit Punch	26	0	26	100.0	
Gatorade G2 Grape	1	0	1	100.0	
Gatorade Gler Frz	16	0	16	100.0	
Gatorade Lemnon Lime	35	0	35	100.0	
Gatorade Orange	11	0	11	100.0	
Gatorade Propel Zero Brv	3	0	3	100.0	
Gatorade Propel Zero Grade	3	0	3	100.0	
Gatorade Propel Zero KwStk	2	0	2	100.0	
Hawaiian Pnch FruitPunch	6	0	6	100.0	
Lipton Brisk SWL	23	10	13	220.3	
Lipton Iced GmTea Ctr Dl	2	0	2	100.0	
Lipton Iced GmTea w/Ctrs	3	0	3	100.0	
Mt Dew	79	67	11	116.9	
Mt Dew Code Red	1	0	1	100.0	
Mt Dew Dist Lime	1	0	1	100.0	
Mt Dew Dist Lime	4	6	-1	75.0	
Mt Dew Voltz Rasp Citrus	1	0	1	100.0	
Mt Dew Voltz Rasp Citrus	33	23	10	143.5	
Pepsi	84	61	23	137.9	

ATTACHMENT A

Pepsi CF Dt	21	32	-11	65.6
Pepsi Dt	131	114	18	115.4
Pepsi Max	1	0	1	100.0
Schwepes GALE	9	8	1	112.5
Sierra Mist	15	10	5	156.5
Sierra Mist Natural LL	9	0	9	100.0
Trop Twister Org	7	2	5	350.0
Tropicana Lmnde	1	0	1	100.0
Tropicana Pk Lmnde	5	0	5	100.0
20oz 24L	626	361	265	173.4
Pepsi	0	1	-1	-100.0
20oz 24L UTC	0	1	-1	-100.0
Gatorade Lemon Lime	5	4	1	120.0
20oz 24P	5	4	1	120.0
Frapuccino Coffee	5	0	5	100.0
9.5oz 12L	5	0	5	100.0
Frapuccino Mocha	1	0	1	100.0
9.5oz 4P	1	0	1	100.0
Juice Tyme Cranberry	9	9	0	100.0
Schwepes GALE	9	3	6	300.0
SchwepesTonic	12	9	3	133.3
Sierra Mist	6	3	3	200.0
BIB 3G	36	24	12	150.0
Pepsi	15	15	0	100.0
Pepsi Dt	20	15	5	133.3
BIB 5G	35	30	5	116.7
Mt Dew Dt	12	9	3	133.3
Mlue	9	12	-3	75.0
Mlue Dt	8	1	7	800.0
Pepsi CF Dt	7	14	-7	50.0
Schwepes GALE	2	0	2	100.0
Sierra Mist	4	3	1	133.3
Sierra Mist Dt	7	5	2	140.0
Sierra Mist Natural LL	1	0	1	100.0
Trop Twister Org	8	6	2	133.3
Can 12oz 12P FM	58	50	8	116.0
Mt Dew	17	20	-3	85.0
Pepsi	15	19	-4	78.9
Pepsi Dt	20	15	5	133.3
Can 12oz 6P	52	54	-2	96.3

Rockstar Zero Carb	2	0	2	100.0
Can 16oz 24L	2	0	2	100.0
Starbucks Dbl Shot	1	0	1	100.0
Can 6.5oz 4P	1	0	1	100.0
<b>Total</b>	<b>842</b>	<b>538</b>	<b>304</b>	<b>156.4</b>

**End of** ERT: Report was run on 3/15/2011 5:03:07PM City of Concord Volume

Notes: % of