



CITY RAPID CITY  
DEPARTMENT OF PARKS AND RECREATION  
515 WEST BOULEVARD  
RAPID CITY, SOUTH DAKOTA 57701

**Request for Proposals  
Hot and Cold Beverage Services**

**GENERAL INFORMATION**

**1. Calendar of Events**

- a. Release Date: June 10, 2017
- b. Proposal Due Date: June 21, 2017 2:00 pm
- c. Award Date: No Later Than July 21, 2017
- d. Installation of Equipment and initial delivery of product: To be mutually agreed upon by the selected Vendor and the City of Rapid City, no earlier than October 1, 2017.

**2. Proposal Submittal**

- a. Three copies of the proposal must be submitted.
- b. Late submittals will not be accepted.
- c. Fax and Email submittals will not be accepted.

**3. Acceptance of Terms and Conditions**

Respondents shall accept the entirety of the Terms and Conditions of the City of Rapid City, Department of Parks and Recreation.

**SCOPE OF SERVICES**

**I. PURPOSE**

The City of Rapid City Parks and Recreation Department is requesting proposals for hot and cold beverages and similar products, along with related supplies for its concession operations.

**II. SCOPE OF SERVICES**

A. Selected Vendor Rights / Exclusivity – Selected vendor will have exclusive beverage sales rights and marketing benefits for the duration of the subsequent agreement (terms noted below) for all events hosted at the Rapid City Recreation facilities. No competitive products or beverages may be sold, dispensed, sampled, or served by the City of Rapid City at the facilities covered by the subsequent agreement. In addition to exclusivity, selected vendor will be referred to as the "Official Beverage Provider" for the City of Rapid City's Parks and Recreation Department.

B. Duration of Agreement – The selected vendor will provide the City with a sponsorship and purchasing proposal for a three year period. Term will be October 1, 2017 – September 30, 2020. After the initial three-year term, at the City of Rapid City's discretion, the agreement may be extended for three additional years under the same terms and conditions. If agreed upon, the additional three year agreement term will be October 1, 2020 – September 30, 2023.

C. Vendor proposes and agrees to furnish the City of Rapid City, South Dakota (City) to furnish CONCESSION PRODUCTS at following price:

Item	Pack Size	Quantity (2016 actuals)	Unit Price	Extended Price
1. 2.5 / 3 gallon soft drink mix	Single	66 each	<u>\$28.00</u>	<u>\$1,848.00</u>
2. 5 gallon soft drink mix	Single	75 each	<u>\$51.00</u>	<u>\$3,825.00</u>
3. CO2- 20 pound canisters	Single	21 each	<u>No Charge</u>	<u>No Charge</u>
4. 16 oz. Paper cups	1,000 ct	10 cases	<u>\$34.00</u>	<u>\$340.00</u>
5. 22 or 24 oz. Paper cups	1,000 ct	16 cases	<u>\$41.00</u>	<u>\$656.00</u>
6. Plastic paper cup lids	2,000 ct	8 cases	<u>\$25.00</u>	<u>\$200.00</u>
7. Plastic straws	6,000 ct	5 cases	<u>No Charge</u>	<u>No Charge</u>
8. 20 oz. Sports drink	24 ct	236 cases	<u>\$18.00</u>	<u>\$4,248.00</u>
9. 20 oz. Water	24 ct	238 cases	<u>\$9.00</u>	<u>\$2,142.00</u>
10. 20oz Bottled Sodas	24 ct	90 cases	<u>\$19.00</u>	<u>\$1,710.00</u>

Item	Pack Size	Quantity (2016 actuals)	Unit Price	Extended Price
11. Energy Drink	24 ct	12 cases	<u>\$36.00</u>	<u>\$432.00</u>
12. Tea Variety	12 ct	143 cases	<u>\$12.00</u>	<u>\$1,716.00</u>
13. Juices (Orange & Apple)	24 ct	14 cases	<u>\$28.00</u>	<u>\$392.00</u>
14. Coffee (box)	Single	13 boxes	<u>\$50.00</u>	<u>\$650.00</u>
<ul style="list-style-type: none"> <li>● Please consider batch size or portion size and pot cost when comparing coffee pricing. Box or pound cost may not indicate true value.</li> <li>● Armada pot cost is \$1.25 per 64oz of finished product using 1.5oz of grounds. Per ounce cost is .0195/oz.</li> </ul>				
15. Cappuccino (box)	Single	10 boxes	<u>\$60.00</u>	<u>\$600.00</u>
16. Hot Cocoa (box)	Single	7 cases	<u>\$80.00</u>	<u>\$560.00</u>
17. Cups – hot	1000	4 cases	<u>\$100.00</u>	<u>\$400.00</u>
18. Lids – hot	1000	4 cases	<u>\$50.00</u>	<u>\$200.00</u>
TOTAL ESTIMATED YEARLY PRICE				<u>\$19,919.00</u>

The above quantities are estimates only. The Vendor will be paid at the unit price identified for each item based on the quantities ordered by the City and delivered by the Vendor.

#### D) Equipment

The Vendor shall provide, at no additional charge:

(1) eight-dispenser soft drink machine at Parkview Pool, Jimmy Hilton Pool, Roosevelt Ice Arena, Roosevelt Swim Center, Horace Mann Pool (Total of 5)

(1) 51 inch wide, two door cooler at the Executive Golf Course

(1) 39 inch wide, two door cooler at the Roosevelt Ice Arena.

(1) 29 inch wide, one door cooler at the Roosevelt Ice Arena, (2) Roosevelt Swim Center, (2) Horace Mann Pool (Total of 5)

(1) 27 inch wide, one door cooler at the Jimmy Hilton Pool

(1) 25 inch wide, one door cooler at the Parkview Pool

(1) three-dispenser hot drink machine at Jimmy Hilton Pool, Roosevelt Ice Arena and Roosevelt Swim Center (Total of 3)

(1) coffee making machine at Jimmy Hilton Pool, Roosevelt Ice Arena and Roosevelt Swim Center (Total of 3)

These machines shall remain the property of the Vendor and shall be maintained in good operating condition by the Vendor for the duration of the Agreement, including setup, disconnection and winterization. The Vendor shall promptly remove these machines upon completion or termination of this Agreement. The soft drink machines will be used strictly for products provided under this Agreement. The refrigerators will be used for sport drink products provided under this agreement plus other concession products determined by the City.

#### E) Vending

Option:

The Vendor shall provide one product vending machine at the Roosevelt Ice Arena location.

Please provide the revenue sharing percentages guaranteed with this machine.

40 % City

60 % Vendor

F) Incentives and Sponsorships

Please list any incentives, sponsorships, product, or merchandise your company would be willing to provide over the 3 year span of this agreement.

Sponsorship and support

<u>Events</u>	<u>Annual Support</u>	<u>3 year Value</u>
1. Learn to Skate	Cash Support - \$1,000.00	\$3,000.00
	Digital Billboarding - \$1,000.00	\$3,000.00
	Truckback Advertising - \$750.00	\$2,250.00
2. Learn to Swim	Digital Billboarding - \$1,000.00	\$3,000.00
	Truckback Advertising - \$750.00	\$2,250.00
3. Fat Tire Festival	Participant Beverages - \$500.00	\$1,500.00
	Digital Billboarding - \$1,000.00	\$3,000.00
	Truckback Advertising - \$750.00	\$2,250.00
	Custom Banners (6) - \$250.00	\$750.00
4. RC Open Tennis Tournament	Custom Banners (6) - \$250.00	\$750.00
	Water for Volunteers - \$350.00	\$1,050.00
5. Merchant Golf League	Cash Support - \$400.00	\$1,200.00

Cash Value \$24,000

G) Locations involved in this agreement:

Executive Golf Course

Roosevelt Ice Arena

Roosevelt Swim Center

Parkview Pool

Jimmy Hilton Pool

Horace Mann Pool

III. PROPOSAL PREPARATION AND SUBMISSION

All proposals submitted in response to this notice will be reviewed and evaluated by City staff. Selected respondents may be invited to go through a selection process conducted by a selection panel.

The City reserves the right to accept or reject any and all submittals of proposals. The City reserves the right to waive technicalities or irregularities on proposals. No proposals may be withdrawn after submission deadline.

All information should be submitted in an 8 ½" by 11" format in three (3) bound copies. Submittals will be received up until 2:00 pm on Wednesday June 21, 2017. Proposals will not be accepted via fax machine or email. All information should be submitted to and plainly marked as:

**Hot and Cold Beverage RFP**  
**Rapid City Recreation Division**  
**515 West Boulevard**  
**Rapid City, South Dakota 57701**

#### IV. PROPOSAL ACCEPTANCE

- A. Recommendation will be made to the City Council, which must provide final approval.
- B. The selected vendor will be required to enter into a business agreement with the City of Rapid City covering the terms of this RFP.
- C. This RFP does not commit the City of Rapid City to award a contract or to pay for any costs incurred by successful or unsuccessful companies in the preparation of a response to this RFP.
- D. Criteria for selection will be:
  - 70% price
  - 20% Incentives and Sponsorships
  - 10% Operations and Management of Equipment

#### V. SPECIAL CONDITIONS

All information submitted in response to the RFP shall become the property of the City, and as such, may be subject to public review as public records in accordance with SDCL 5-18A-7

Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit and travel expenses) or liabilities incurred by the respondent or any member thereof as a result of, or arising out of, responding to this RFP, negotiating changes to such response, or due to the City's acceptance or non-acceptance of the response.

Neither the City nor any of its officers, agents, consultants or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City has sole discretion and reserves the right to:

- Reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal Agreement with the successful vendor.
- Reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP.
- Amend the RFP through written addenda.
- Negotiate with any, all or none of the respondents to the RFP.

- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent.
- Waive any technicalities or irregularities in any response.

## VI. STANDARD TERMS AND CONDITIONS

### A. Maintenance

Respondent, at its cost, shall provide necessary functional equipment at the facility. Upon discussion and mutual agreement, Respondent shall provide service, at its cost and shall keep the equipment in good repair and acceptable cosmetic condition. City shall supply electricity and data connections for the operation of the equipment. Respondent's service personnel shall at all times observe all rules and regulations in effect at facilities.

### B. Equipment

Respondent shall provide all equipment, materials, and labor necessary to install and maintain the equipment needed to fulfill the services outlined, without charge to the City.

Respondent and City shall mutually agree to a date for delivery / installation of equipment.

### C. Procedures

The extent and character of the services to be performed shall be subject to the general control and approval of the Director of Parks and Recreation or an authorized representative(s). The Respondent shall not comply with requests and/or orders issued by any other person. The Director of Parks and Recreation will designate authorized representatives in writing. Both City and the Respondent must approve any changes to the agreement in writing.

### D. Contract Period

Award of this contract is anticipated no later than October 1, 2017. The initial term of the contract will be for a period of three (3) years from October 1, 2017 to September 30, 2020. After the initial three- year term, at the City of Rapid City's discretion, the agreement may be extended for three additional years. If agreed upon, the additional three year agreement term will be October 1, 2020 – September 30, 2023.

### F. Insurance

Respondent shall not commence work under the Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the City no later than two weeks after agreement has been signed. Agreement is voidable if documents of insurance are not received.

Respondent agrees to obtain insurance coverage in the manner and amounts as set forth in Attachment A during the life of the Agreement. No modification or change from these specifications shall be made without the City's written approval.

The commercial general liability policy and automobile liability insurance policy shall include the City as additional insured. The workers compensation policy shall contain a waiver of all rights of subrogation against City.

Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days' written notice of cancellation in the terms and provisions of the applicable policy.

If Respondent subcontracts any of the Services, Respondent shall either: cover all subcontractors under its policies of insurance; Require each subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein. Whichever option is chosen, Respondent shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of negligence or other actionable fault of its subcontractors.

G. Hold Harmless Clause

The Respondent shall, indemnify, defend, and hold harmless the City of Rapid City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, product liability, or violations of rights sustained by any person or property work or on account of any act or omission by the Respondent or its employees, agents, or representatives from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Respondent agrees that this clause shall include claims involving infringement of patent or copyright.

H. Licenses and Permits

Respondent shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules and/or regulations set forth by the City, Pennington County or the State of South Dakota.

I. Employment Discrimination by Contractors Prohibited/Wages/Information

During the performance of a contract, the Respondent shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Respondent will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Respondent.

- Please provide a list of your sub contractors that will be used in this agreement

K. Termination for Convenience

City may, with cause, terminate the Agreement, in whole or in part, at any time for the convenience of the City.

City shall notify the Respondent 30 days prior to the termination date if it decides to terminate the Agreement.

With prior notice to the City, Respondent shall have accompanied access to facilities to take possession of equipment.

L. Termination for Default

City shall have the right to terminate the Agreement with the Respondent if the Respondent fails to perform or comply with any of the terms, covenants, agreements or conditions herein.

Respondent may terminate the Agreement prior to the expiration of the term in the event of a material breach on the part of the City. Respondent shall provide 60 days notice prior to the termination date.

With prior notice to the City, Respondent shall have accompanied access to facilities to take possession of equipment.

M. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

N. Applicable Laws

The resulting contract from this RFP shall be governed in all respects by the laws of South Dakota.

O. Payment Terms

The City of Rapid City operates with Net 45 day Payment Terms.

## **ANTI-COLLUSION STATEMENT**

By signing this form, the Respondent agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud.

IT IS AGREED BY UNDERSIGNED RESPONDENT, THAT THE SIGNING AND DELIVERY OF THIS PROPOSAL REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE NOTED SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS REQUEST FOR PROPOSAL (RFP) WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENT AND THE CITY OF RAPID CITY DEPARTMENT OF PARKS AND RECREATION.

(Must be signed in ink)

Name of Company: Coca-Cola Bottling Company High Country

Signature:

A handwritten signature in black ink, appearing to read 'Brent Lyons', written over a horizontal line.

Date: June 21, 2017

Authorized Name (Printed): Brent Lyons

Title: Sales Center Manager

Address: 2150 Coca-Cola Lane, Rapid City, SD 57702

City: Rapid City

State: South Dakota

Zip: 57702

Telephone: (605) 342-8222

Email: Brent.Lyons@CokeHC.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marilyn Larson
Black Hills Insurance Agency, Inc.	PHONE (A/C, No. Ext): (605) 342-5555
820 St. Joseph	FAX (A/C, No): (605) 342-7901
PO Box 3330	E-MAIL ADDRESS: marilynlarson@blackhillsagency.com
Rapid City SD 57709	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Western Insurance
	INSURER B: Navigators Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1662112130

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPA3066224-24	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Blanket Additional \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA3066224-24	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution Liability-Broadened \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPA3066224-24	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA3066225-24	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			CH16EXR846514IV	7/1/2016	7/1/2017	\$10,000,000 Excess Over Underlying Umbrella

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Certificate issued to show  
Proof of Insurance Coverage

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Maguire/MARILY

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