



City of Dayton, Ohio  
Department of Central Services  
Division of Purchasing

## **BEVERAGE DISTRIBUTOR**

REQUEST FOR PROPOSAL (RFP) No. 17017BR  
June 2017

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## SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514  
Bobbie Reno  
101 West Third Street  
Dayton, Ohio 45402

Telephone: (937) 333-4030  
Fax: (937) 234-1600  
E-Mail: [bobbie.reno@daytonohio.gov](mailto:bobbie.reno@daytonohio.gov)

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:  
<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	June 23, 2017
Pre-Proposal Meeting:	Meeting will be at 101 W. Third Street, Mezzanine, Dayton, OH 45402 at 10:00 A.M. local (Dayton OH) time on July 12, 2017
Site Visit:	Site visit will be at 101 W. Third Street, Mezzanine, Dayton, OH 45402 immediately following pre-proposal meeting on July 12, 2017
Last Day to Submit Questions:	3:00 PM local (Dayton OH) time on July, 18, 2017
Written Responses to Questions:	July 21, 2017 close of business
Due Date for Proposals:	1:00 PM local (Dayton OH) time on July 31, 2017

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **VOLUNTARY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City's Procurement Enhancement Plan (PEP) procedures
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than two (2) persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend. Attendance at this meeting is voluntary for all who intend to submit a proposal.

1.04 SITE VISIT. The City shall conduct a Site Visit. The date and time of the site visit is listed in Section 1.02 (RFP Schedule). This site visit may be at a secured area. Therefore, visitors will be required to present picture identification, i.e., driver's license, to be admitted into the site. The intent of the site visit is to:

- Review the Project Locations and Site Conditions/ Locations
- Answer questions

**Please Note:** The site visit locations are the same as stated in RFP Section 2.03. There will be a Google map and directions provided for all the locations that currently contain vending services that will be distributed at the proposal meeting. The only locations that will be a part of the site visits following the voluntary preproposal meeting on July 12, 2017 at 10:00 A.M are those that require secured entrance. These locations are denoted on the map and in the RFP with an asterisk (\*). It is the vendor's responsibility to visit the public sites on their own accord. If you wish to see the secure sites and are not attending the voluntary preproposal meeting, a contact for each location has been provided and a visit shall be prearranged. It is strongly encouraged that each site is visited to note the exact locations set up and site conditions.

This shall be the only opportunity for the Contractors to visit the project location. Each proposer should limit representation at the site visit to no more than two (2) persons..

**1.05 SUBMITTING A PROPOSAL.** Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one (1) original proposal signed by an officer authorized to bind the company, one (1) flash drive containing signed proposal, and five (5) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No.17017BR – Beverage Distributor  
City of Dayton, Division of Purchasing, Room 514  
Bobbie Reno  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 1:00 P.M. local (Dayton Time) on July 31, 2017 as indicated in Section 1.02 (RFP Schedule). Proposals received after 1:00 P.M. local (Dayton Time) on July 31, 2017 will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

**1.06 REQUIRED PROPOSAL CONTENTS.** All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
  - **Location** - The street address of the proposer's company headquarters.
  - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.

- **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
- **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
- **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from the date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.
- **Exhibits:** All Exhibits E, F, G, H, I, J and K shall be completed in entirety.
- **A sample contract and sample reports:** Provide a detailed sample contract and sample reports..

**1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.**

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

**1.08 CRITERIA.** The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

<b>Evaluation Criteria for Goods and Services</b>		
<b>Item</b>	<b>Description</b>	<b>Percentage Possible</b>
1	Exclusivity payment to City of Dayton	25%
2	Pricing Structure	20%
3	Reporting	20%
4	Proposed Menu of Products	15%
5	Relevant Experience and References	10%
6	Dayton Local Vendor	5%
7	PEP Certified Vendor	5%
	<b>Total Points</b>	<b>100%</b>

## SECTION 2 – SCOPE OF PROJECT

**2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.** The City of Dayton (“City”) is seeking proposals from highly experienced and professional Beverage Distributors. The purpose is to serve the City’s requirements for non-alcoholic beverages at various City owned facilities. This proposal will also be for, exclusivity rights and sales commission on all sales for the generation of revenue in satisfying those needs.

To provide staff and the public with access to cold beverages, the City will provide selected proposer with the rights to distribute these products on designated City properties.

The beverage distributor (contractor) shall provide, at the minimum, following:

- Canned and/or bottled soft drinks (carbonated drinks, non-carbonated drinks, juice, tea, lemonade, sports drinks, fitness drinks, water, etc.) sold via vending machines located at mutually agreed upon sites throughout City properties. See RFP Section 2.03 for current vending locations and RFP Exhibit D for estimated 2015 and 2016 volume information.
- Drinks purchased directly by the City for various meetings and community events.
- Drinks purchased directly by the City or City Concessionaire(s) for resale.
- Proposer shall include simple ordering process with online ordering preferred.
- Provide related equipment, at no cost, to the City and Convention Center Concessionaire (e.g. large double door coolers, small coolers, portable bars, fountain units, etc...)
- Installation, replacement, maintenance and removal of vending machines at no charge to the City. Any and all delivery, installation and removal costs will be borne by the contractor.
- Recommended routine stocking schedule of machines to maximize customer service and revenue.
- Proposer shall be responsible for refunds of lost money in vending machines. The process and procedures for refund of money must be included in proposal.
- Clearly marked toll free telephone numbers on machines for customer inquiries or complaints.
- Complaint resolution within four (4) business days.

The City shall retain all rights to determine the product mix and prices charged for soft drinks in any given City facility.

New locations and installations must be mutually agreed upon by both parties.

**2.02 BACKGROUND INFORMATION.** The City of Dayton, Department of Central Services

The City of Dayton is located in Southwestern Ohio. The City has approximately 2,000 employees and services a population of approximately 140,000 people. Beverage vending machines are located within various departments including the Department of Recreation and Youth Services, Department of Central Services, Department of Fire, Department of Public Works, and Department of Water. In addition, the City has several hundreds of thousands of visitors each year who come to enjoy the City’s many regional attractions and community events.

During 2016 the Convention Center hosted approximately 200,000 attendees to various functions and events. The Convention Center contracts its food catering operation exclusively to one service provider.

During 2016 the Department of Recreation and Youth Services (RYS) had an estimated yearly attendance of 300,000 visitors at various recreation centers, programs, and community/special events. Currently, the department operates four recreation centers with fitness, gymnasium and aquatic facilities; softball/baseball complex; and tennis complex. Throughout the year, 50+ structured and unstructured classes, programs and activities are offered in various facilities. In addition, the department hosts community and special events including, but not limited to, Summer Music Series, Fall Harvest Event,

World Soccer Games, and Senior Holiday Luncheon. Kettering Fields hosts several tournaments, games, and outings.

## 2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

**Site Locations** - Current beverage and snack vending equipment locations are listed below.

The locations listed are those that currently have beverage vending machines. This listing is subject to change (addition of locations or removal of locations) throughout this RFP contract period. The City reserves the right to determine which locations will or will not have products/services during the contract period stipulated by this RFP.

All proposers are encouraged to visit the sites and become familiar with the location and conditions in which they may be placing the beverage equipment. Each proposer may visit the sites to carefully examine the locations and conditions, the RFP, specifications, etc. prior to submitting proposal. The submission of a proposal shall be considered evidence that the proposer has made such examination and is satisfied as to the location condition and as to the requirements of the site conditions, specifications, etc. Each proposer is responsible for informing his/her company of all aspects of the locations; failure to do so will not release the proposer from the obligation of fulfilling the intent of this contract.

**Dayton Convention Center** - 22 E. Fifth Street, Dayton, OH 45402  
Hours open to public – Monday through Friday, 8:00 A.M. to 5:00 P.M

Beverage machine location: Main floor general area and south break-room, 1<sup>st</sup> floor, General area (outside Main Exhibition Hall Room 102), 3<sup>rd</sup> floor general area, Parking Garage Elevators at skywalk.

### **Recreation and Youth Services**

Lohrey Community Center - 2366 Glenarm Avenue, Dayton, OH 45420  
Hours open to public – Monday through Friday, 5:45A.M. to 9:00 P.M. and Saturday, 8:00 A.M. to 4:00 P.M..

Beverage machine location: Front Lobby

Northwest Community Center - 1600 Princeton Avenue, Dayton, OH 45406  
Hours open to public – Monday through Friday, 5:45 A.M. to 9:00 P.M. and Saturday, 8:00 A.M. to 4:00 P.M.

Beverage machine location: Front Lobby

Greater Dayton Recreation Center at Roosevelt Commons (GDRC) - 2021 West Third Street, Dayton, OH 45417  
Hours open to public – Monday through Friday, 6:00 A.M. to 9:00 P.M.; Saturday, 8:00 A.M. to 4:00 P.M.; and Sunday, 12:00 P.M. (noon) to 4:00 P.M.

Beverage machine location: Vending Area which is near Gymnasium entrance

Jim Nichols Tennis Courts - 2424 Ridge Avenue, Dayton OH, 45414  
Hours open to public – Monday through Friday 9:00 A.M. to 2:00 PM, 4:00 P.M.to 9:00 P.M.,;  
Saturday 9:00 A.M. to 3:00 P.M. – Open May-October only.

Beverage machine location: Near Main entrance

Kettering Fields Softball Complex Concessionaire – 444 N. Bend Boulevard, Dayton, OH 45405  
Hours open to public – Monday through Friday, 5:00 P.M. to 10:00 P.M and during tournaments and league play on Saturdays and Sundays. Open April through October.

Contact Person: Jermaine Isaac at (937) 333-1736  
Beverage machine location: Main Concession Stand

**Department of Central Services:**

One Stop Shop – 371 W. Second Street, Dayton, OH 45402

Hours open to public – Monday through Friday, 8:00 A.M. to 5:00 P.M.

Contact Person: Must sign-in at Guard station.

Beverage machine location: Lower Level in Break-room

**\*Department of Fire:**

\* Fire Headquarters – 300 N. Main Street, Dayton, OH 45402

Hours – Monday through Friday, 8:00 A.M. to 4:00 P.M.

Beverage machine location: Break-room

**\*Department of Public Works:**

\*Signal Shop – 520 Kiser Street, Dayton, OH 45404

Hours – Tuesdays and Thursdays, 8:00 A.M. to 11:00 A.M.

Beverage machine location: First (1<sup>st</sup>) floor, adjacent to the Courtyard garage door.

**Department of Water:**

Water Administration – 320 W. Monument Avenue, Dayton, OH 45402

Hours open to the public: Monday through Friday, 9:00 A.M. to 4:00 P.M.

Contact Person: Rich Sirucek at (937) 333-2896

Beverage machine location: First (1<sup>st</sup>) Floor

\*Water Reclamation – 2800 Guthrie Road. Dayton, OH 45417

\*Hours – Monday through Friday, 8:00 A.M. to 2:30 P.M.

Beverage machine location: Wastewater Administration Building, Operation and Training building and Maintenance Building.

\*Ottawa Water Treatment Plant – 1044 Ottawa Street, Dayton, OH 45402

\*Hours – Monday through Friday, 8:00 A.M. to 2:00 P.M.

Beverage machine location: Outside break-room on the Mezzanine.

**Exclusive Product / Equipment Placement:**

The City is seeking to receive proposals that allow provisions for an exclusivity agreement with broad product offering suitable to satisfy consumer demand. The objective of this proposal is to streamline supply chain and to optimize revenue. However, the City retains the rights to not make contract award, based upon the judgment of the proper City Officials to achieve the City's best interests.

**Cooperative Marketing Allowances:**

The City seeks to create opportunities, particularly if it is successful in establishing an exclusive award, to cooperatively market supplier's brands at City events and venues.

Indoor/outdoor advertising opportunities may be available by advertising electronically on fitness equipment, on digital marquees at various City facilities, and with event sponsorship packages on the scoreboards at the Kettering Fields Softball Complex.

### **Reports and Payments:**

The City seeks accurate and timely information provided in Excel format. This reporting method shall provide the City maximum flexibility and the capability to view sales and revenue data with multiple sorting options in order to aggregate and disaggregate the data. **A sample contract and sample reports are required as part of the response to this proposal.**

At a minimum, the following reports and formats shall be provided to the City:

**Commission checks should be made out to the “City of Dayton”. The check stub/statement should state which location(s) the check is for. The Purchasing Division will ensure the payments are forwarded to appropriate departments.**

Commission checks are to be broken into three pay locations, the Convention Center, Recreation and Youth Services, and City of Dayton Offices. Each commission payment should note on the check stub/statement which location the payment is for. Reports for each pay location are to include:

- Account #, name and address (including the floor #) of each vending machine
- Quantities (cases sold), gross sales amounts and commission amounts per machine (totaled), this amount shall correspond to the commission check amount
- Quantities sold by commodity

**Quarterly Sales and Commission Reports: Reports and commission payments are to be submitted together to the City of Dayton, Division of Purchasing, Room 514, 101 W. Third Street. Dayton, Ohio 45402.**

Quarterly Sales, Commission and Usage reports (City wide): Report to be sub-totaled by locations of each machine, grouped by pay locations, and should include a grand total for entire city for vending sales and non-vending sales. To include, but not limited to:

- Account #, name and address of each vending machine and non-vending machine activity, (Sales to Concessionaire and other City locations, not for use in vending machines)
- Quantities (cases sold), gross sales amounts and commission amounts per machine or account # (totaled), this shall correspond to the payment amounts
- Quantities sold by commodity

Annual Sales, Commission and Usage Reports: summarizing all activity for the fiscal year period. This report, at the minimum, should include yearly totals of the quarterly reports for vending and non-vending activities.

Annual Vending Machine Inventory Report: providing the account number, serial numbers, name and address of all equipment currently in use on City property, i.e. vending machines, coolers, fountains, portable units, etc Also, include a listing of equipment that has been taken out of service in the fiscal year period.

### **Audits:**

Contractor shall keep a full and accurate set of books and records showing all of the forgoing information included in section 2.4 from the operation of its business services as the Beverage Distributor. The City reserves the right to audit Contractor's books and records as it relates to the City of Dayton at any reasonable time for the purpose of verifying the data reported by Contractor hereunder. If, as a result of any such audit, it is established that Contractor has misstated any information, the entire expense of said audit shall be borne by Contractor and contract maybe subject to termination at the sole discretion of the City. Any additional commissions due as a result of said audit

shall be paid by Contractor to the City with penalty thereon at a rate of one percent (1%) per month from the date such additional commission was originally due.

2.04 Proposed Products, Services, and Pricing Structure. Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date.

**Proposed Products, Services, and Pricing**

The City envisions three possible revenue streams resulting from proposals:

- Annual exclusivity rights to place equipment and/or supplying products to City’s Concessionaire. Proposals may offer based upon per facility payment and/or all facilities listed in this RFP
- Percentage of sales revenues generated (percentage of gross sales receipts)
- Cooperative Marketing Fund – Annual allowance to be deposited by supplier to market supplier’s brands at City events and facilities

However, the City will consider other revenue generating / sharing proposals and models.

The City encourages proposals to offer various product pricing and revenue model for comparison by the City (e.g. product pricing at \$1.00/unit sold; \$1.25/unit sold).

In addition to product sales to the public at public facilities or City facilities, some City offices procure products to provide at public meetings. The City seeks proposals to detail separate discounted pricing models for products that are not “sold”, but are offered as refreshments to guests at select City offices (e.g., City Commission offices, City Manager’s office, etc.).

The respondent’s written proposal shall address the following in the attached exhibits:

Exhibit E. Proposed menu of products for sale in vending machines. The proposed menu shall provide a variety of selections for City’s diverse customer base as presented in.

Exhibit F Proposed total number of soda vending units with a breakdown by facility as presented in.

Exhibit G Pricing for all of the proposed products for purchase and consumption (non-resale) by the City for meetings, community events, etc. This pricing should include 12 oz. cans and 20 oz bottles.

Exhibit H Pricing for all of the proposed products for resale by City Departments for City Sponsored Community Events (non-vending products). This pricing should include 12 oz. cans and 20 oz bottles.

Exhibit I-1 Pricing for all of the proposed products for resale by the City.

Exhibit I-2 Generation of revenue to the City for product resale by the City.

Exhibit I-3 Generation of revenue to the City for products for resale above minimum pricing by the City.

Exhibit J-1 Pricing for all of the proposed products for resale by Concessionaire as presented in.

Exhibit J-2 Generation of revenue to the City for product resale by Concessionaire.

Exhibit J-3 Generation of revenue to the City for products for resale above minimum pricing by Concessionaire.

Exhibit K Generation of revenue to the City for marketing supplier’s brands at City events and facilities.

## SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

**3.01 TAX EXEMPTION.** All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

**3.02 PROPOSER AFFIDAVIT.** If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

**3.03 PROCUREMENT ENHANCEMENT PROGRAM.** It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

**3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.** No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

**3.05 PROPOSER'S INCURRED COSTS.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

**3.06 AFFIRMATIVE ACTION ASSURANCE (AAA).** The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) in order to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1403 (Office)  
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

**3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.**

**ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on the date negotiated in the final contract, whichever date is earlier. This shall be for an initial two year period. There shall be two (2) renewal options with periods of two years.

**ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

**ARTICLE 3. COMPENSATION**

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

**ARTICLE 4. CITY'S RESPONSIBILITIES**

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

**ARTICLE 5. STANDARD OF CARE**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

**ARTICLE 6. INDEMNIFICATION**

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

**ARTICLE 7. INSURANCE**

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.

- (5) Contractor shall be required to obtain a Performance bond, at Contractor's expense, in an amount not less than \$5,000.00, or such other amount as approved by the City, as a condition to award of a contract. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

## **ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

## **ARTICLE 9. TERMINATION**

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

## **ARTICLE 10. STANDARD TERMS**

### **A. DELAY IN PERFORMANCE**

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

#### C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

#### D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

#### E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

#### F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

#### G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

#### H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

#### I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

#### J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

#### K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

#### L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio  
Department of Central Services  
Beverage Distributor  
RFP No. 17017BR  
June 2017

**EXHIBIT A – LETTER OF TRANSMITTAL**

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Proposer's E-mail Address: \_\_\_\_\_

**Form of Ownership**     Sole Proprietorship     Franchise     Partnership     Corporation  
 Joint Venture     LLC     Other (Specify): \_\_\_\_\_

If a corporation, state of incorporation: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_

**Please include your IRS Form W9 with your proposal.**

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.     Yes     No

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

**EXHIBIT A – LETTER OF TRANSMITTAL (continued)**

**COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: \_\_\_\_\_

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: \_\_\_\_\_

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): ##-#####  
\_\_\_\_\_

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio  
Department of Central Services  
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EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: \_\_\_\_\_

**List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 17017BR. Do not use the City of Dayton as a reference.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



City of Dayton, Ohio  
Department of Central Services  
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**EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM**

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: \_\_\_\_\_  
Bidding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature/Title: \_\_\_\_\_  
Federal I.D.#: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
FaxNo.: \_\_\_\_\_

EXHIBIT D - LOCATIONS/VOLUME/CASES

\* Disclaimer – the following charts reflect the best estimates for the years 2015 and 2016. No additional official reports from current vendor can be supplied before the closing of this RFP.

**DEPARTMENT OF RECREATION AND YOUTH SERVICES**

<b>Name</b>	<b>Address</b>	<b>Equipment</b>	<b>2015 Volume/Cases</b>	<b>2016 Volume/Cases</b>
GREATER DAYTON RECREATION CENTER	2021 W. 3 <sup>RD</sup> ST., DAYTON, OH 45417	VEND – 2	89	143
LOHREY COMMUNITY CENTER	2366 GLENARM AVE., DAYTON, OH 45420	VEND – 4	126	139
NORTHWEST COMMUNITY CENTER	1600 PRINCETON D., DAYTON, OH 45406	VEND – 3	96	119
JIM NICHOLS TENNIS COURTS	2424 RIDGE AVE., DAYTON, OH 45414	VEND – 1	2	4
RECREATION AND YOUTH SERVICES	VENDING MACHINE COOLERS	8 1	<b>313</b>	<b>405</b>

**DAYTON CONVENTION CENTER**

<b>Name</b>	<b>Address</b>	<b>Equipment</b>	<b>2015 Volume/Cases</b>	<b>2016 Volume/Cases</b>
DAYTON CONVENTION CENTER	22 E. 5 <sup>TH</sup> ST, DAYTON, OH 45402	VEND – 5	180	194
OVATIONS @ DAYTON CONVENTION CENTER	22 E. 5 <sup>TH</sup> ST, DAYTON, OH 45402	COOLERS – 6	2,319	2,662
DAYTON CONVENTION CENTER	VENDING MACHINE COOLERS FOUNTAINS	11 6 3	<b>2,499</b>	<b>2,856</b>

EXHIBIT D - LOCATIONS/VOLUME/CASES (continued)

\* Disclaimer – the following charts reflect the best estimates for the years 2015 and 2016. No additional official reports from current vendor can be supplied before the closing of this RFP.

**OTHER CITY OF DAYTON FACILITIES**

<b>Name</b>	<b>Address</b>	<b>Equipment</b>	<b>2015 Volume/Cases</b>	<b>2016 Volume/Cases</b>
CITY OFFICES – MAYOR’S OFFICE	101 W. 3 <sup>RD</sup> ST. 2 <sup>ND</sup> FLOOR, DAYTON, OH 45402	NONE	236	203
CITY OFFICES – ONE STOP	371 W. 2 <sup>ND</sup> ST., DAYTON, OH 45402	VEND – 2	109	136
CITY OF DAYTON – WATER ADMIN	320 W. MONUMENT AVE., DAYTON, OH 45402	VEND – 1	62	67
CITY OFFICES – WATER RECLAMATION	2800 GUTHRIE RD., DAYTON, OH 45417	VEND – 2	115	127
<b>TOTAL</b>			<b>637</b>	<b>660</b>



City of Dayton, Ohio  
Department of Central Services  
Beverage Distributor  
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Exhibit E - Proposed Menu of Products

Proposing Company: \_\_\_\_\_

**Exhibit E shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Beverage/Brand/Type of Beverage Container/Container Size (e.g. Brand X Ice Tea, Plastic bottle, 20 oz.) Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.**

<u>Beverage</u>	<u>Brand</u>	<u>Type of Beverage Container</u>	<u>Container Size</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____





City of Dayton, Ohio  
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**Exhibit G – City Offices Non-Resale Consumption Pricing Structure**

Proposing Company: \_\_\_\_\_

**Exhibit G shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Cost per Case:** Firm pricing for initial 12 month period, include 12oz. and 20 oz. products, (e.g. Brand X Ice Tea, Plastic bottle, 20 oz.) \$11.58/per case of 24. Please include product description for all listed below with your proposal. Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.

<u>Beverage/Brand/Size and Type of Beverage Container</u>	<u>Cost per Unit</u>	<u>Cost per Case of 24</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**Renewal pricing at same rates, terms and conditions as stated above: YES [ ] NO [ ]**

**State maximum percentage of pricing increase based on pricing as of 06/23/2017:**

**2<sup>nd</sup> year: \_\_\_\_\_%    3<sup>rd</sup> year: \_\_\_\_\_%    4<sup>th</sup> year: \_\_\_\_\_%    5<sup>th</sup> year: \_\_\_\_\_%**



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Exhibit H - City Sponsored Community Events – Non-vending Products Pricing Structure

These products may be given away at no charge or sold at the sole discretion of the City

Proposing Company: \_\_\_\_\_

Exhibit H shall be completed and submitted with proposal in the format provided. No other format will be accepted.

Cost per Case: Firm pricing for initial 12 month period, include 12oz. And 20 oz. products, (e.g. Brand X Ice Tea, Plastic bottle, 20 oz.) \$11.58/per case of 24. Please include product description for all listed below with your proposal. Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.

<u>Beverage/Brand/Size and Type of Beverage Container</u>	<u>Cost per Unit</u>	<u>Cost per Case of 24</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**Renewal pricing at same rates, terms and conditions as stated above:** YES [ ] NO [ ]

**State maximum percentage of pricing increase based on pricing as of 06/23/2017:**

2<sup>nd</sup> year: \_\_\_\_\_% 3<sup>rd</sup> year: \_\_\_\_\_% 4<sup>th</sup> year: \_\_\_\_\_% 5<sup>th</sup> year: \_\_\_\_\_%



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Exhibit I-1 – City Resale Pricing Structure

Proposing Company: \_\_\_\_\_

**Exhibit I-1 shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Cost per Case: Firm pricing for initial 12 month period, include 12oz. and 20 oz. products, (e.g. Brand X Ice Tea, Plastic bottle, 20 oz.) \$11.58/per case of 24. Please include product description for all listed below with your proposal. Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.**

<u>Beverage/Brand/Size and Type of Beverage Container</u>	<u>Cost per Unit</u>	<u>Cost per Case of 24</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**Renewal pricing at same rates, terms and conditions as stated above: YES [ ] NO [ ]**

**State maximum percentage of pricing increase based on pricing as of 06/23/2017:**

**2<sup>nd</sup> year: \_\_\_\_\_%      3<sup>rd</sup> year: \_\_\_\_\_%      4<sup>th</sup> year: \_\_\_\_\_%      5<sup>th</sup> year: \_\_\_\_\_%**

Exhibit I-2 – City Resale Revenue Proposal Pricing Structure

Proposing Company: \_\_\_\_\_

**Exhibit I-2 shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

REVENUE PROPOSAL

**1) Proposer’s minimum sales price of products for full service vending machine sales (based on above list in “Cost per Case” section of this exhibit only):**

**2) Commission - Indicate the percentage of Commission the City would receive based on gross sales excluding all sales tax, at the proposer’s minimum pricing per can/bottle {Payments by check to be made to the City quarterly}**

*For example: Item 2 is requesting the revenue percentage of each 12oz. can and 20 oz. bottle sold at the proposer’s minimum price (Item 1). For the sake of this example, proposer’s minimum price for a 20 oz. bottle is \$1.25 and the commission is 50%. **City revenue on 20 oz. bottle, based on pricing at proposer’s minimum: 63¢ = (\$ 1.25 x 50% = 63¢).***

<b><u>Beverage/Brand/Size and Type of Beverage Container</u></b>	<b><u>1) Minimum Sale Price per Unit</u></b>	<b><u>2) Commission on Gross Sales</u></b>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Exhibit I-3 - City Resale Revenue Proposal Pricing Structure for Sales Prices above Proposed Minimum

Proposing Company: \_\_\_\_\_

**Exhibit I-3 shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.**

**3) Commission – Indicate the percentage of Commission (in addition to revenue defined in item #2 above) the City would receive for sales prices above proposed minimum (item #1 above): {Payments by check to be made to the City quarterly}**

*For example: The City sets the vending sales price for a 20 oz. bottle at \$2.00, (75¢) greater than the proposer’s minimum price (Item 1). Item 3 is requesting the commission percentage on the additional revenue generated by selling a 20 oz. bottle at a premium above the contractor’s minimum price. For the sake of this example, the commission is 70% on the additional revenue.)City’s additional revenue on 20 oz. bottle, based on pricing above proposer’s minimum: 53¢ = (75¢ x 70% = 53¢)*

**Beverage/Brand/Type of Beverage  
Container/Container Size**

**3) Commission On Gross Sales  
When Pricing Is Above Minimum**

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Revenue - Annual Payment(s) to the City for equipment placement**

**Annual payment for rights to place equipment at city facilities: 1<sup>st</sup> year: \$ \_\_\_\_\_**

**2<sup>nd</sup> year: \$ \_\_\_\_\_ 3<sup>rd</sup> year: \$ \_\_\_\_\_ 4<sup>th</sup> year: \$ \_\_\_\_\_ 5<sup>th</sup> year: \$ \_\_\_\_\_**

**Annual payment for exclusive placement of equipment at city facilities: 1<sup>st</sup> year: \$ \_\_\_\_\_**

**2<sup>nd</sup> year: \$ \_\_\_\_\_ 3<sup>rd</sup> year: \$ \_\_\_\_\_ 4<sup>th</sup> year: \$ \_\_\_\_\_ 5<sup>th</sup> year: \$ \_\_\_\_\_**



City of Dayton, Ohio  
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**Exhibit J-1 – City Resale by Concessionaire Pricing Structure**

Proposing Company: \_\_\_\_\_

**Exhibit J-1 shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Cost per Case:** Firm pricing for initial 12 month period, include 12oz. and 20 oz. products, (e.g. Brand X Ice Tea, Plastic bottle, 20 oz.) \$11.58/per case of 24. Please include product description for all listed below with your proposal. Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.

<u>Beverage/Brand/Size and Type of Beverage Container</u>	<u>Cost per Unit</u>	<u>Cost per Case of 24</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**Renewal pricing at same rates, terms and conditions as stated above: YES [ ] NO [ ]**

**State maximum percentage of pricing increase based on pricing as of 06/23/2017:**

**2<sup>nd</sup> year: \_\_\_\_\_%      3<sup>rd</sup> year: \_\_\_\_\_%      4<sup>th</sup> year: \_\_\_\_\_%      5<sup>th</sup> year: \_\_\_\_\_%**

Exhibit J-2 – City Resale by Concessionaire Revenue Proposal Pricing Structure

Proposing Company: \_\_\_\_\_

**Exhibit J-2 shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

REVENUE PROPOSAL

**1) Proposer's minimum sales price of products for full service vending machine sales (based on above list in "Cost per Case" section of this exhibit only):**

**2) Commission - Indicate the percentage of Commission the City would receive based on gross sales excluding all sales tax, at the proposer's minimum pricing per can/bottle {Payments by check to be made to the City quarterly}**

*For example: Item 2 is requesting the revenue percentage of each 12oz. can and 20 oz. bottle, sold at the proposer's minimum price (Item 1). For the sake of this example, proposer's minimum price for a 20 oz. bottle is \$1.25 and the commission is 50%). City revenue on 20 oz. bottle, based on pricing at proposer's minimum: 63¢ = (\$ 1.25 x 50% = 63¢)*

<u>Beverage/Brand/Size and Type of Beverage Container</u>	<u>1) Minimum Sale Price per Unit</u>	<u>2) Commission on Gross Sales</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Exhibit J-3 - City Resale by Concessionaire Revenue Proposal Pricing Structure for Sales Prices  
above Proposed Minimum

Proposing Company: \_\_\_\_\_

**Exhibit J-3 shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Please list any additional products on separate sheet, if needed. Additional sheet must be in same format as below.**

- 1) Commission – Indicate the percentage of Commission (in addition to revenue defined in item #2 above) the City would receive for sales prices above proposed minimum (item #1 above): {Payments by check to be made to the City quarterly}**

*For example: The City sets the vending sales price for a 20 oz. bottle at \$2.00, (75¢) greater than the proposer’s minimum price (Item 1). Item 3 is requesting the commission percentage on the additional revenue generated by selling a 20 oz. bottle at a premium above the contractor’s minimum price. For the sake of this example, the commission is 70% on the additional revenue.)*  
City’s additional revenue on 20 oz. bottle, based on pricing above proposer’s minimum: 53¢ = (75¢ x 70% = 53¢)

**Beverage/Brand/Type of Beverage  
Container/Container Size**

**3) Commission On Gross Sales  
When Pricing Is Above Minimum**

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Revenue - Annual Payment(s) to the City for supplying products to City’s Concessionaire**

**Annual payment for rights to supply products to Concessionaire: 1st year: \$\_\_\_\_\_**

**2<sup>nd</sup> year: \$\_\_\_\_\_ 3<sup>rd</sup> year: \$\_\_\_\_\_ 4<sup>th</sup> year: \$\_\_\_\_\_ 5<sup>th</sup> year: \$\_\_\_\_\_**

**Annual payment for exclusive rights to supply products to Concessionaire: 1st year: \$\_\_\_\_\_**

**2<sup>nd</sup> year: \$\_\_\_\_\_ 3<sup>rd</sup> year: \$\_\_\_\_\_ 4<sup>th</sup> year: \$\_\_\_\_\_ 5<sup>th</sup> year: \$\_\_\_\_\_**



City of Dayton, Ohio  
Department of Central Services  
Beverage Distributor  
RFP No. 17017BR  
June 2017

Exhibit K – City Cooperative Marketing Revenue Proposal Pricing Structure – Annual Allowance  
by Supplier to Market Supplier’s Brands at City Events and Facilities

Proposing Company: \_\_\_\_\_

**Exhibit K shall be completed and submitted with proposal in the format provided. No other format will be accepted.**

**Recommended Marketing Strategy**  
**(Example, Scoreboards, Digital Marquees, etc.)**

**Allowance per Strategy**  
**(Or total annual allowance below)**

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Revenue - Annual Payment(s) to the City for marketing supplier’s brands at City Events and Facilities**

Annual payment for rights to market supplier’s brands at City Events: 1st year: \$ \_\_\_\_\_  
2<sup>nd</sup> year: \$ \_\_\_\_\_ 3<sup>rd</sup> year: \$ \_\_\_\_\_ 4<sup>th</sup> year: \$ \_\_\_\_\_ 5<sup>th</sup> year: \$ \_\_\_\_\_