



City of Ballwin  
Department of Parks & Recreation

Request for Proposal

RFP# 10-26

Bid Closes: 10:00 AM on April 1, 2010

March 22, 2010

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This document constitutes a request for sealed proposals, including prices from qualified individuals and businesses to furnish those services and/or items as described herein. All prices are to be quoted as F.O.B. destination.

Proposals must be mailed or delivered to:

**Ballwin Government Center  
14811 Manchester Rd  
Ballwin, MO 63011**

Bids are to be clearly marked "**Request for Soda Proposal RFP# 10-26, Attention Chris Conway**"

**SODA PROPOSAL**

The Bidder hereby agrees to provide services and/or items at the prices quoted, pursuant to the instructions and general conditions of bidding as stated. Bidder further agrees that when this document is countersigned by an authorized official of The City of Ballwin, Missouri, a binding contract, as defined by Missouri Law, shall exist between the Bidder and The City of Ballwin.

**Bidder's Signature** \_\_\_\_\_ **Printed Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**NOTICE OF AWARD: this Proposal is accepted by the City of Ballwin**

\_\_\_\_\_  
City of Ballwin – City Administrator

\_\_\_\_\_  
Date

City of Ballwin  
Office of City Administrator

### Request for Proposal – Announcement

Sealed bids, subject to the “Instructions and General Conditions of Bidding” listed below, and any special conditions set forth herein, will be received at Ballwin Government Center, 14811 Manchester Rd, Ballwin, MO 63011, until 10:00 AM on Thursday, April 1, 2010.

The right is reserved to accept or reject all or any part of the bid, to waive technicalities, and to accept the offer the City Administrator considers the most advantageous to The City of Ballwin, Missouri.

#### I. INTRODUCTION

- A. General statement- Qualified beverage companies (vendors) are invited to submit proposals to provide exclusive soda services at The Pointe at Ballwin Commons, North Pointe Aquatic Center, Ballwin Golf Club, and Ballwin Public Works in accordance with the specification contained herein.
- B. Background- The selected company will provide the City with contract proposals in lengths of three years. The City will only offer exclusivity of a product line to a beverage supplier offering an exemplary package of product price, marketing and support, and services. If in the City’s sole opinion, no proposal offers a package worthy of exclusivity rights, the City will then offer all product lines.

#### II. SCOPE OF SERVICES

<u>Location</u>	<u>Items</u>	<u>Service</u>
<b>The Pointe at Ballwin Commons</b> #1 Ballwin Commons Circle Ballwin, MO 63021	Five 20 Oz. Bottle Vending Machines Three 50 gallon rolling coolers	In House
<b>North Pointe Aquatic Center</b> 335 Holloway Road Ballwin, MO 63011	Two Fountain Machines (six spouts each)	In House
<b>Golf Course</b> 335 Holloway Road Ballwin, MO 63011	One Vending Machine One Fountain machine Display Refrigerator	In House
<b>Banquet Center at Golf Course</b> 333 Holloway Road Ballwin, MO 63011	Two Fountain Machines	In House
<b>Public Works</b> 200 Park Drive Ballwin, MO 63021	One 20 Oz. Vending Machine	Full Service

**SCOPE OF SERVICES  
(Continued)**

**Special Events**

Ballwin Days Festival	est. 60,000 people
Halloween Party	est. 1,000 people
Family Hayride	est. 250 people
Triathlon	est. 325 people
Family Pool parties	est. 200 people
Middle School Lock-In	est. 400 people
Conquer Castlewood event	est. 150 people
The Pointe Movie Night	est. 250 people

**Other things to include in the proposal:**

- Annual donations – soda, funding, banners, etc.
- Promotional items – radio ads, newspaper ads, etc.
- Provide Seasonal staff (outdoor pool) with logo visors
- Preventative maintenance plan on equipment
- Product cost guarantee – 20 ounce water, 20 ounce soda, 20 ounce sports drink, 3 Gal. BIB, 5 Gal BIB
- Provide rolling coolers for events

**III. INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

1. Bidders must use the bid forms provided for this purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and sign the bid. Bidders must identify the bid number and date opening on the front of the sealed envelope. If you do not wish to bid, please return bid sheet(s) and note your reason.
2. Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also, furnish specifications and descriptive literature.
3. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be of a descriptive type or quality, not restrictive to those mentioned.
4. Alternate bids may be submitted, and if deemed advantageous to the City of Ballwin, be considered for request. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids. Alternate bids may be made in addition to responding terms and conditions of the solicitation, or as the only response to the solicitation. Alternatives must be clearly identified.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices as the City of Ballwin is exempt from Taxing by Law. Federal tax exemption certificate will be furnished upon request.
6. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration when award is given.

**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING  
(Continued)**

7. Late proposals will not receive consideration. Any proposal received after the exact proposal closing date and time will not be evaluated regardless of any circumstance. No faxed proposals will be accepted.
8. The City of Ballwin reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the specified contact person from The City of Ballwin.
9. In case of default by the bidder or contractor, The City of Ballwin will procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed shall disqualify the bidder from future bidding.
11. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
12. Partial payment for delivered items or quantities of a bid may be made by the City of Ballwin except in the case of LUMP SUM bids. In the latter case, only one payment will be made in the amount of the lump sum price, with any cash discount quoted after all materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished.
13. Failure to comply with any of the above instructions and general conditions of bidding will disqualify the bidder.
14. The City of Ballwin expressly denies responsibility for ownership of any item purchased until the same is delivered to the City and is accepted by the Purchasing Agent.
15. As per existing Ballwin ordinance, local businesses shall receive a three percent (3%) adjustment to comparative bids/estimates but not to exceed a credit of fifteen hundred dollars (\$1,500.00). Such credit shall be applied to determine the lowest competitive estimate in those situations where comparative estimates are obtained for determining the lowest and best estimates. "Local businesses and contractors" shall mean a business or contractor which has a regular and established place of business within the City of Ballwin and is licensed in accordance with the provisions of the licensing ordinance of the City of Ballwin.
16. Any questions regarding the bid should be directed to: Chris Conway, The Pointe at Ballwin Commons, #1 Ballwin Commons Circle, Ballwin, MO 63021, (636) 227-8950.

*The City reserves the right to reject any or all proposals and to waive any informalities in the proposal and accept the proposal that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City and the citizens to be served by the agreement.*

#### IV. EXCLUSIVE CONTRACT

It is the desire of the City to award an exclusive contract to one vendor for the exclusive right to provide soda product and services for The Pointe at Ballwin Commons, North Pointe Aquatic Center, Ballwin Golf Club, and Ballwin Public Works. However, the City reserves the right to enter into a separate contract with a vendor if the City determines, at its sole discretion, that such a vendor will provide better services or higher rental payments to the City.

1. The contract, which will commence in May 2010, will be in effect for three years. This contract shall be subject to termination by the City in the event of sale or destruction of the facility. The City may also terminate this contract for repeated non-compliance with the requirements as set forth in these specifications. Either party may terminate the contract for any reason with a sixty (60) day written notice.
2. The City reserves the right, by the contract, to cancel any part or all of the same for failure by the vendor to follow the terms said contract.
3. All licensing required by ordinances of the City of Ballwin will be required.
4. Vendors may elect to submit an alternate proposal. Proposals reflecting the intent of these specifications will be given priority over alternate proposals.

#### V. SUBMISSION REQUIREMENTS

##### A. Letter of Intent

Submit a brief letter of intent to include a description of the services provided and any other relevant information. Vendor should include options for creative marketing methods to promote the Ballwin Parks & Recreation Department through inserts, bus advertisements, leaflets, school programs, radio spots, etc. that will be provided. Please include a proposed marketing plan, frequency of running, and timeline for such services.

- Service response time for both weekday and weekend calls
- Delivery of product
- Preventative and service call maintenance plan on equipment
- Product cost, inflation rate over contract length if applicable
- Equipment and services available to the City of Ballwin

##### B. Organization

Identify the contact for the operation. Also, list credentials and insurance for your company.

##### C. Equipment

Vendor must submit a list of equipment and product to be installed and maintained.

##### D. Compensation

Vendor shall provide within proposed plan a compensation package for exclusivity rights.

**SUBMISSION REQUIREMENTS  
(Continued)**

**E. Deliverables**

The vendor will provide three (3) copies and one (1) original of the proposal for review.

**F. Deadline**

Proposals shall be submitted by **Thursday, April 1, 2010, 10:00 AM** to:  
Attn: Chris Conway, Ballwin Government Center,  
14811 Manchester Rd, Ballwin, MO 63011.

**VI. SELECTION CRITERIA**

The award of contract will be made to the vendor offering a response that best meets the needs of the City.

- Quality of Proposal
- Credentials of vendor
- Any and all cost to the City of Ballwin
- Proposed compensation package for right to exclusivity services.