

REQUEST FOR PROPOSALS

This Request for Proposals (RFP) is for the purpose of establishing a contract.

GENERAL REQUIREMENTS: This is a Request for Proposals (See Section A). Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

Three (3) copies of the complete proposal are to be submitted.

- See section B.05 for Criteria for Selection.
- See Section C.04 for items to be submitted with the Proposal.

SUBMISSION LOCATION: Joliet Park District
3000 West Jefferson Street
Joliet, Illinois 60435
Attn: Brad Staab, Deputy Director
Labeled “**2018 Soft Drink Vendor**”

SUBMISSION DATE All proposals are due by 10:30am Friday, February 23, 2018. Proposals received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON: Brad Staab, Deputy Director
Joliet Park District
3000 West Jefferson Street
Joliet, Illinois 60435
(815) 741-7275 ext. 119

CONTENTS: The Following sections, including this cover sheet of the RFP, shall be considered integral parts of this solicitation:

- Cover Sheet (1 page)
- General Information (7 pages)
- Form of Proposal (2 pages)
- Reference Form (1 page)
- Certifications Form (1page)
- Specifications (2 pages)

JOLIET PARK DISTRICT REQUEST FOR PROPOSAL (RFP)
PROJECT TITLE: 2018 SOFT DRINK VENDOR

PROJECT DESCRIPTION: RFP FORM AND SPECIFICATIONS FOR SAID RFP STATED ABOVE CAN BE PICKED UP AT THE JOLIET PARK DISTRICT GENERAL OFFICE AT 3000 W. JEFFERSON STREET, JOLIET, IL 60435 FROM 8:00 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY EXCLUDING HOLIDAYS.

THE JOLIET PARK DISTRICT WILL RECEIVE SEALED RFPS AT ITS ADMINISTRATION OFFICES LOCATED AT THE ATI INWOOD ATHLETIC CLUB 3000 W. JEFFERSON STREET, 2ND FLOOR, UNTIL 10:30 A.M. LOCAL TIME ON FRIDAY, FEBRUARY 23, 2018 WHEN ALL RFPS WILL BE OPENED PRIVATELY. PLEASE LABEL **"2018 SOFT DRINK VENDOR"**.

THE JOLIET PARK DISTRICT BOARD OF COMMISSIONERS RETAINS THE RIGHT TO WAIVE ANY IRREGULARITIES AND REJECT ANY OR ALL RFPS ACCORDING TO THE DISTRICT'S RFP POLICY.

BY ORDER OF THE BOARD OF COMMISSIONERS, JOLIET PARK DISTRICT 3000 W. JEFFERSON STREET, JOLIET, ILLINOIS 60435.

BRAD STAAB, DEPUTY DIRECTOR
TOM CARSTENS, EXECUTIVE DIRECTOR

PUBLISHED ON JANUARY 31, 2018

GENERAL INFORMATION

JOLIET PARK DISTRICT REQUEST FOR PROPOSAL PROJECT TITLE: 2018 SOFT DRINK VENDOR

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

A.02 Receipt and Handling of Proposals:

Proposals shall be opened in private by an Evaluation Committee to avoid disclosure of contents to competing offerors.

A.03 Addenda:

A.03.1 Addenda are written instruments issued by the District prior to the date for receipt of proposals which modify or interpret the RFP by additions, deletions, clarifications or corrections.

A.03.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.

A.03.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.

A.03.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

A.04 Evaluation of Proposals:

The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The proposals shall be categorized as:

A.04.1 acceptable;

A.04.2 potentially acceptable; that is, reasonably susceptible of being made acceptable;
or

A.04.3 unacceptable.

A.05 Discussion of Proposals:

A.05.1 The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall

not disclose any information derived from one proposal to any other offeror.

- A.05.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the offeror, including work on similar projects, experience of personnel, etc.
 - (c) The working relationship to be established between the District and the Offeror, including, but not limited to, what each party should expect from the other;
 - (d) Implementation schedule for the project; and
 - (e) A review of the costs associated with this project.

A.06 Negotiations:

The Joliet Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The District may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the offeror during discussions or negotiations will be held by the Joliet Park District as contractually binding on the successful offeror.

A.07 Notice of Unacceptable Proposal:

When the Evaluation Committee determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Committee shall be final.

A.08 Confidentiality:

The District's Executive Director, in conjunction with any other pertinent staff member, shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Executive Director. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Joliet Park District. Based upon the public nature of these RFP's, an offeror must inform the District, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

B. TERMS AND CONDITIONS

B.01 Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.02 Reserved Rights:

The Joliet Park District reserves the right at any time and for any reason to cancel this Request for Proposals, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to award one or more contracts for the services specified herein. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the District has ninety (90) days to accept. The District may seek clarification from an offeror at any time and failure to respond promptly is cause for rejection.

B.03 Incurred Costs:

The Joliet Park District will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.04 Award:

Proposals will be evaluated and negotiated by an Evaluation Committee. The Evaluation Committee shall have sole power and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors. Any decision in this respect shall be binding. Proposals will be evaluated in closed session. The Evaluation Committee's final recommendation and reports shall be forwarded to the Joliet Park District Board of Commissioners for consideration and award of the contract.

B.05 Criteria for Selection:

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

B.05.1 Compliance with Request for Proposals (Mandatory). This refers to the adherence to all conditions and requirements of the Request for Proposals.

B.05.2 Understanding of the Project. This refers to the offeror's understanding of the engagement, the District's objectives, and the nature and scope of the work involved.

B.05.3 Services to be Provided. This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project.

B.05.4 Schedule. This refers to the offeror's proposed project schedule and the capability to complete the work within the time specified.

B.05.5 Qualifications of the Contractor. Offeror's capability in all respects to perform fully the contract requirements, and integrity and reliability which will assure good faith performance. This criteria includes:

B.05.5.1 The experience of the firm and its record on projects of a similar nature;

B.05.5.2 Personnel to be assigned to the project, and their education, qualifications and experience on similar projects;

B.05.5.3 the availability of necessary personnel and other resources to successfully complete the project specified herein on a timely basis; and

B.05.5.4 Identification of subcontractors, their responsibilities, capabilities and experience.

B.05.6 Costs. This refers to the proposed contract price. (Please note that price is only one factor for consideration of award.)

B.06 Hold Harmless Clause:

The Contractor agrees to indemnify, save harmless and defend the Joliet Park District, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Joliet Park District, its agents, servants, or employees or any other person indemnified hereunder.

B.07 Equal Employment Opportunity:

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this contract.

B.08 Default:

Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Contractor with any or all losses incurred.

B.09 Payments:

Invoices shall be submitted to the Joliet Park District Business Office, 3000 West Jefferson Street, Joliet, Illinois 60435; payment to be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

B.10 Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in this proposal. The District will consider the selected Contractor to be the sole point of

contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the District.

B.11 Interpretation or Correction of Request for Proposals:

B.11.1 Offerors shall promptly notify the Executive Director of any ambiguity, inconsistency or error which they may discover upon examination of the Requests for Proposals.

B.11.2 Interpretations, corrections and changes to the Request for Proposals will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

B.12 Law Governing:

This contract shall be governed by and construed according to the laws of the State of Illinois.

C. PROPOSAL - FORM AND CONTENT

C.01 Submission of Proposals:

C.01.1 To be considered, proposals must arrive at the Joliet Park District on or before the date and time specified in the Request for Proposals.

C.01.2 Each respondent shall submit three (3) copies of the Proposal, each in its entirety.

C.01.3 Proposals must be submitted in a sealed envelope, addressed as follows:

Joliet Park District
3000 West Jefferson Street
Joliet, Illinois 60435
Attn: Brad Staab, Deputy Director
Proposal for 2018 Soft Drink Vendor

Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The Joliet Park District does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of proposals.

C.02 Form of Proposal:

The proposal form included with this RFP must be completed in full and signed by an officer with authority to execute contracts.

C.03 Qualifications of Offerors:

C.03.1 Complete the enclosed "References" form. References should be businesses or other organizations for whom you have completed a similar engagement. A minimum of three references are requested; however, an offeror may list more than three.

C.03.2 Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the District to determine the capability of the offeror to meet all contractual requirements.

C.03.3 List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

C.03.4 Identify all sub-contractors and their specific responsibilities. Provide information required in Paragraphs C.03.1 and C.03.2 for each proposed sub-contractor. Attach a letter of confirmation from each proposed sub-contractor indicating a willingness to contract with the primary firm for this engagement.

C.03.5 Describe your involvement in projects of similar size and scope, providing references where appropriate.

C.04 Items to be Submitted:

C.04.1 Form of Proposal: See Section C.02.

C.04.2 References and Qualifications: See Section C.03.

C.04.3 Project Overview: State in succinct terms your understanding of the proposed engagement.

C.04.4 Terms and Conditions: List any terms and conditions which may apply to this contract and are not included in this RFP.

C.04.5 Certifications

C.04.6 Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

PROPOSAL

TO: BOARD OF COMMISSIONERS
JOLIET PARK DISTRICT
3000 W. JEFFERSON STREET
JOLIET, IL 60435

FOR: **2018 SOFT DRINK VENDOR**

FROM: COMPANY NAME _____
ADDRESS _____
PHONE _____
DATE _____

1. The undersigned Bidder, having examined, and in accordance with all the Bid Documents as defined in the instructions. Proposes to furnish the material, supplies, services or equipment called for in the Request for Proposal for the sum set forth in the schedule portion of the Proposal as shown below.
2. If the contract is awarded to the undersigned Bidder, the Bidder agrees to be bound by all terms in the Bid Documents.
3. In submitting this Proposal, it is understood that the Joliet Park District reserves the Right to reject any or all Proposals, to accept an alternate Proposal, and to waive any Informalities in any Proposal.
4. PERCENTAGE (%) COMMISSION PAID TO THE JOLIET PARK DISTRICT BASED ON THE FULL SERVICE VENDING.

PERCENT PAID (____%) _____
Written amount

5. PRICE FOR 20# CO2
(\$_____) _____
Written amount

6. PRICE PER BAG IN THE BOX
(\$_____) 5 gallon _____
Written amount

(\$_____) 3 gallon _____
Written amount

7. PRICE BOTTLED SODA
(\$_____) 20 oz. plastic _____
Written amount

Please attach any promotions, special events or sponsorship you would be interested in for the rights to an exclusive 5 year contract.

Please attach product listing for cans/bottles and fountain.

AUTHORIZED NEGOTIATORS:

Name: _____ Phone# _____

Name: _____ Phone# _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____ Dated _____ 201 _____

Addendum No. _____ Dated _____ 201 _____

BUSINESS ORGANIZATION:

- Sole Proprietor: an individual whose signature is affixed to this proposal.
- Partnership: Please attach full names, titles and addresses of all responsible Principles and/or Partners.
- Corporation: State of Incorporation: _____

ACCEPTANCE: This proposal is valid for 90 calendar days from date of submittal.

By signing this proposal document, the offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of Illinois Criminal of 1961, as amended.

Business Name (Corporate Seal)

Print or Type Name Signature

Title Date

Include with this Form of Proposal all "Items to be Submitted" as specified in Section C.04 of the General Information.

REFERENCES

**2018 SOFT DRINK VENDOR
for
JOLIET PARK DISTRICT, Joliet, Illinois**

Per C.03.1 of General Information, list below businesses or other organization for whom you have provided a comparable program:

Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

Complete this form and submit it with Form of Proposal.

Offeror's Name: _____ Signature: _____

CERTIFICATIONS

The undersigned is cognizant of the following statutory requirement and under penalty of perjury certifies that:

- (a) The undersigned has not, does not, and will not engage in discrimination because of race, sex, religion, national origins, ancestry, age, or sensory, mental or physical handicap in the hiring or firing of employees; and the Bidder is an Equal Opportunity Employer; and that the Bidder shall not commit an unfair employment practice.
- (b) That the undersigned has no connection or common interest in the profits with any other personas making any bid on the proposal for said work; that this contract is in all respects fair and entered into without collusion or fraud; that no employees or any officer of the Joliet Park District is directly or indirectly interested therefore in.
- (c) That the undersigned individual or entity making the foregoing proposal on bid certifies that he or she is not barred from contracting with the Joliet Park District because of any delinquency in the payment of any tax administered by the Department of Revenue unless it is being contested.
- (d) The undersigned has not been barred from bidding by any unit of state or local government as a result of a violation of either section 33E-3 or 33E-4 of P.A. 85-1295 of the Illinois Criminal Code of 1961 as amended, nor has the undersigned been barred from bidding by any agency of government for any other reason.
- (e) The undersigned (if an individual) has not, nor has any principal of the firm (if a company), nor has the firm been convicted of any felony or, if so convicted, at least one year past completion of sentence as of the effective date of this contract.
- (f) No person associated with this contract vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct that is a matter of record.
- (g) I am doing business as a (please check only one):
 - Individual Real Estate Agent
 - Partnership Government Entity
 - Corporation Trust and Estate
 - Sole-Proprietorship Tax Exempt Organization
(IRS 501(a) only)
 - Not-for-Profit
 - Medical and Health Care Services Provider Corporation
- (h) _____ is my correct Taxpayer Identification Number.
- (i) The individual or entity making a false statement regarding any of the above certificates is a Class A misdemeanor and, in addition voids the contract and allows the Joliet Park District to recover all amounts paid to the individual or entity under the contract in civil action.

Contractor / Vendor

Signature Title Phone Number Date

Notary Public

Date

(STAMP)

SPECIFICATIONS

JOLIET PARK DISTRICT REQUEST FOR PROPOSAL 2018 SOFT DRINK VENDOR

The Joliet Park District is accepting proposals for a five (5) year exclusive agreement.

Locations of Equipment

Locations

- | | |
|-----------------------------|--|
| 1. Wedgewood G.C. | 2 fountain guns w/ice bins, 1 single door, 1 double door stand up cooler |
| 2. Inwood G.C. | 1 fountain gun w/ice bin, 3 single door stand up coolers, 2 small countertop coolers |
| 3. Woodruff G.C. | 1 fountain gun w/ice bin, 1 single door stand up, 1 counter top cooler |
| 4. HL Sports Complex | 1 fountain drink dispenser w/ice bin, 3 countertop coolers |
| 5. Multi-Purpose Center | 2 vending machines (indoors) |
| 6. Joliet Airport | 1 vending machine (indoors) |
| 7. Hartman Center | 1 vending machine (indoors) |
| 8. Splash Station | 2 fountain drink dispensers w/ice on top, 2 single door cooler |
| 9. Nature Center | 1 vending machine (indoors) |
| 10. Inwood Ice Arena | 3 vending machines (indoors)
(under separate contract with Traditions Restaurant) |
| 11. Joliet Memorial Stadium | ** |
| 12. Nowell Park | 2 vending – (new facility in 2019) |

The Joliet Park District retains the right to make any additions or deletions to this list.

This Contract is for five (5) year exclusive agreement (2018,2019,2020,2021,2022) for the normal concession operations of the Joliet Park District. Please note that the Location marked "***" is under agreement with a third party concessioner and are exempt from this agreement. The Joliet Park District retains the right to have additional third party concessioner, the vending machines may have to be turned off. The Joliet Park District will make a request of the Third Party to honor the agreement on behalf of the beverage vendor.

Throughout the course of the contract, there will be special events that will not be honored by this agreement. These events will have products sold or given away by sponsors for these events. They will not be sold or dispensed at the Joliet Park District's normal concession areas. The Beverage

vendor will have right of first refusal for these events, however, they are not part of this agreement.

All equipment shall be supplied by the Vendor. Maintenance and or repairs on the equipment shall be the responsibility of the vendor. All maintenance and repairs shall be done within 24 hours of the report. Responsibility for vandalism or theft of a machine will be that of the beverage vendor. The Joliet Park District will assume no liability for the equipment.

Vending machines are to be front loading. They shall be new and kept in "like new condition". They should display ten (10) items unless the Joliet Park District agrees to less. Machines must accept nickels, dimes, quarters, and dollars. Each machine must be equipped with an electric changer. They must meet all local, state and federal codes. It will be the responsibility of the Vendor or obtain all tax stamps and licenses. The Joliet Park District will have the final say of products and location of each machine.

All Electrical equipment will be 100-120 volts, 3 amp.

All fountain equipment shall be bag in the box. All equipment shall be provided and installed and maintained as above. The Park District shall reserve the right to specify the type of dispenser. It should dispense a minimum of 6 choices and dispense ice.

Delivery of product must be made in a timely manner, and must be made within the normal operations of each facility. Habitual late deliveries will result in termination for this contract.

This contract may be canceled with 30 days notice for non-conformance.

The Beverage vendor must supply point of sale material, signage, menu boards, visa coolers, and any other promotional items, including umbrellas and clocks as needed each year. (The District will work with the vendor to set up the concession areas to display these items).

The contract is for soft drinks only. Pricing for "new age" beverages, water and isotonic drinks will be accepted and may be added to this contract but are currently not part of this agreement. Please attach pricing for these items.

Vending is to be full service with monthly payments made to the Joliet Park District. Each payment should have attached a report detailing the location of the machine the payment is for, and the numbers of cases sold at each machine.

The Joliet Park District may terminate this agreement upon written notice to the vendor.