

**ADVERTISEMENT
FOR THE USE AND BENEFIT OF
NESHOPA COUNTY, MISSISSIPPI AND THE
PHILADELPHIA-NESHOPA COUNTY PARK COMMISSION**

The NESHOPA COUNTY BOARD OF SUPERVISORS will receive competitive, sealed bids in the Office of the Chancery Clerk of the Board of Supervisors of Neshoba County, Mississippi at the Neshoba County Courthouse, 401 Beacon Street, Suite 107, in Philadelphia, Mississippi until 11:00 AM on Monday, the 6th day of February, 2017 in response to a Request for Proposals (RFP) for the following equipment and services:

Beverages Services for the Neshoba County Coliseum
and the Philadelphia-Neshoba County Park Commission

Detailed specifications for the above described RFP may be obtained from the Board of Supervisors' Office at the Neshoba County Courthouse, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 or by calling 601-656-6281 or on our web site at www.neshobacounty.net. Neshoba County will determine if compliance with the specifications exist before accepting any bid.

INSTRUCTIONS TO BIDDERS

All responses shall be placed, with proposals included therewith, in a sealed envelope marked "Proposal for Beverage Services", and filed with the Neshoba County Board of Supervisors C/O Chancery Clerk Guy Nowell, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350.

It shall be incumbent upon each bidder to understand the specifications and requirements as listed herein and to obtain clarification when necessary, including visiting facilities and staff to inspect and determine necessary information. It is not the intent of the specifications to limit the bidding to any particular brand or provider of services, but rather to select services to fill specific needs. Any reference to name-brand materials, equipment or services is intended to establish standards only and bids submitted on materials, equipment or services thereto shall be considered. Proposals and Bid Submitted may not be withdrawn for a period of 90 days.

Published by Order of the Board of Supervisors of Neshoba County, Mississippi on the 5th day of December, 2016.

GUY NOWELL, CLERK
BOARD OF SUPERVISORS
NESHOPA COUNTY, MISSISSIPPI

Request for Proposals (RFP)
Beverage Services
for the
Neshoba County Coliseum
and the
Philadelphia-Neshoba County Park Commission
Neshoba County Board of Supervisors
Neshoba County, Mississippi

January 5, 2017

Proposals Due
February 6, 2017 – 11:00 AM

BACKGROUND INFORMATION

The Neshoba County Board of Supervisors on behalf of the Neshoba County Coliseum and Philadelphia-Neshoba County Park Commission is accepting proposals for the award of a contract for Exclusive Beverage Services for these facilities. Each proposal must conform and be responsive to the specifications contained herein.

The Neshoba County Coliseum's and Philadelphia-Neshoba County Park Commission's existing Beverage Services agreement is expiring in March of 2017. It is the desire of each entity to enter into a long-term agreement for exclusive beverage services for each facility.

RFP OVERVIEW

The Neshoba County Board of Supervisors invites qualified firms to submit a proposal in response to this Request for Proposals, for exclusive beverage pouring rights and sales of canned/bottled beverages at concession locations at the Neshoba County Coliseum and Philadelphia-Neshoba County Park Commission properties in vendor provided coolers.

The Neshoba County Coliseum and Philadelphia--Neshoba County Park Commission is seeking to establish and/or maintain a business partnership with a nationally recognized beverage provider and local beverage supplier. The goal is to maintain quality beverage services and increase net revenues by maximizing the availability of product, and by developing creative strategies that benefit the facilities and the supplier. It is anticipated that an exclusive, long term agreement for beverages will provide additional resources, beyond preferential pricing and commissions. In addition to sales volume, the facilities are able to partner in marketing and promotional opportunities as part of this agreement.

This proposal is being competitively bid and will be awarded to the company that, in the opinion of the Board of Supervisors, is best qualified to serve the facilities named herein and best responds to this request for proposal. The District will offer the award based on the following factors:

- Commitment to service to our facilities
- Commitment to deliver as promised in regards to product, pricing, delivery and consistency
- Experience, reputation in the industry, and references

- Anticipated/guaranteed realized revenue in support of the facilities
- Feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives
- Demonstration of the company's commitment to a partnership with the facilities
- Willingness to support and/or co-sponsor special events at facilities
- Ability to deliver a wide variety of products, including healthy options

Your proposal should explain your company's ability to respond to the above criteria. The proposal should be organized to address each of these areas. The Neshoba County Board of Supervisors reserves the right to accept or reject any or all proposals, and to contract in the best interests of the Neshoba County Coliseum and the Philadelphia-Neshoba County Park Commission. Please provide in your proposal the following specific information:

1. The Vision, Mission and Values of your Company.
2. A list of at least five (5) of your current accounts and addresses in East Central Mississippi.
3. Portfolio and Product Information – Including the ability to provide our facilities with a comprehensive line of national brand products which respond to consumer demand and brand preference.
4. Description and location of your office(s) that would service these accounts.
5. The name of the supervisor and manager that would be assigned to these accounts.
6. A description of the Sponsorship, Advertising and Rebate Funding being offered as well as other tangible incentives per type, per facility, per year.
7. A list of style, make, and model of the equipment you propose to provide to each facility.
8. The non-vended pricing for products and packaging for said products.

9. A table aggregating the total investments by facility for the term of the agreement.
10. A detailed Beverage Agreement that includes service and commitments, marketing proposals, distribution and dispute resolution.
11. Submitted proposals must be dated and signed by an authorized representative of your organization.

SECTION 1 - TERM

- A. The Neshoba County Board of Supervisors will consider bids from vendors starting with a five (5) year agreement with option to automatically renew for an additional five (5) year term, not to exceed ten (10) years.

The term of this agreement commences March 1, 2017 and terminates April 30, 2022 for the initial five (5) year term with the option to automatically renew for an additional five (5) year term, not to exceed ten (10) years.

It should be noted that the existing Board of Supervisors cannot bind this agreement/contract to future Boards and that a new Board of Supervisors in a new term may nullify or discontinue this agreement/contract. By proposing a response to this solicitation you acknowledge this matter of State Law.

- B. The Boards of each facility may terminate the agreement for cause by providing a show cause letter to the contractor citing instances of non-compliance.
- C. The contractor shall have thirty (30) days to cure non-compliance to the satisfaction of the facility.
- D. Vendor agrees to remove all machines/equipment within (5) business days following the effective termination date of this agreement.

SECTION 2 - MODIFICATION

- A. Modifications to the terms of the agreement may be made by mutual agreement in writing between the parties.
- B. Proposed commissions, guaranteed commissions, signing bonuses or contributions will be considered firm for the entire term of the agreement unless it is documented, and accepted by the Neshoba County Board of Supervisors, that there are documented reasons of changes in legislation, taxes, fees or a significant condition

outside the control of the vendor that justifies a renegotiation.

SECTION 3 –SCOPE AND SPECIFICATIONS OF EQUIPMENT

RETAIL SALES PROGRAM

- A. The vendor shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at the retail facilities at no charge to the facilities.
- B. All equipment supplied to support retail sales must be new and/or in like-new condition throughout the term of the contract.
- C. The facilities will supply all necessary electrical installations at each location.
- D. The successful respondent shall recommend and provide equipment upgrades and additional equipment at no cost to the facilities throughout the life of the agreement.
- E. The beverage supplier will be required to provide its complete line of carbonated and noncarbonated retail packaged products including but not limited to soda, fruit juice, punch, tea and other products. It will be decided upon which products are to be dispensed by the individual facility designated representative.
- F. If and when the supplier enters new beverage categories (i.e. canned energy drinks), produces new beverage products or makes changes to existing products, the facilities representative and the supplier will decide whether those beverage products will be sold during the term of the agreement.
- G. It is expected that vendor will provide repair/service personnel who will respond to service request(s) within 48 hours.

SECTION 4 – TAXES, PERMITS, LICENSES AND FEE

- A. Vendor agrees to assume complete liability for all taxes, permits, licenses and fees applicable to its property, income and business arising out of or in connection with the performance of this agreement.
- B. Vendor shall obtain all necessary permits and licenses for the installation and operation of all equipment including vending machines, retail coolers and fountain equipment in its name and at its expense.

- C. Vendor will not be reimbursed by either entity for any direct or indirect tax imposed on it by reason of this agreement.

SECTION 5 – EXCLUSIVITY

Successful respondent shall have the exclusive right to provide beverages for sale at the Neshoba County Coliseum Concession Stand and the Philadelphia-Neshoba County Park Commission’s Concession Stands. The facilities and the successful respondent shall mutually agree on the exclusive beverage(s) sold at all locations at the facilities.

- A. Definitions: “Beverage” or “Beverages” means non-alcoholic, including cold or frozen, carbonated or noncarbonates or naturally flavored drinks except coffees and teas freshly brewed, milk, frozen smoothies, either fruit based or ice cream/yogurt based, tap water, hot cocoas and hot or cold water based coffee like drinks (i.e. a powder mixed with water to create a coffee like drink dispensed from a machine).

B. Permitted Exceptions:

1. “Beverage” or “Beverages” shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, frozen smoothies, hot chocolate or powered drink mix and water to create a coffee like drink from a dispenser.
2. Water drawn from the public water supply and bulk water coolers located in any offices.
3. Beverages which are part of a proprietary or self-branded food concept which offers specialized beverages, such as Starbucks. This includes brewed coffees, frappuccinos, espresso based drinks, their proprietary bottled lines or made to order lines, hot teas and cold tea based drinks.
4. Lessees of the Neshoba County Coliseum, when the concession stand is not being operated for a rental, shall have the option during times of activities to sell generic branded bottled or canned products.

SECTION 6 - SERVICE LEVEL AGREEMENT

Successful respondent shall define their commitment to quality service throughout the duration of the contract. This includes pricing, service, and contributions to the facilities, delivery schedules and resolution when failed to deliver product as ordered.

Service:

The Neshoba County Coliseum and Philadelphia--Neshoba County Park Commission are committed to exemplary service. Respondent should describe the service and quality

control procedures proposed for this beverage program as a minimum the respondent will:

1. Provide on call maintenance and repair service for its equipment within 48 hours of a service call being placed at no charge to the facilities.
2. Contractor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning equipment.
3. Equipment that cannot be returned to full service within five (5) working days of notification shall be replaced with equipment similar in design and quality.

Pricing:

The proposal must identify the pricing structure for all beverages that are to be sold. The proposal should include specific pricing on all products that will be sold to the facilities along with incentives.

Pricing commitments must be guaranteed for a minimum of two (2) years.

Marketing:

The entities herein recognize the importance of timely and effective marketing to promote the sale of beverages at each facility. Therefore, this solicitation requires the successful bidder to provide the following:

1. Appropriate signage for each facility and menu advertising boards for each facilities concession stands. The respondent should show its commitment to the partnership both directly and indirectly in the form of financial support, promotional items and/or free product.
2. Any additional marketing or promotional items to be provided throughout the contract period.

SECTION 7 - SCHEDULE FOR BID EVALUATION PROCESS

January 5, 2017	Notification of RFP availability
Advertising RFP	January 11 th and January 18 th
Upon Request	Distribution of RFP to all interested Vendors.

February 6, 2016 Proposal due by 11:00 a.m. to:

Marked "Proposal for Beverage Services",

Returnable To: Neshoba County Board of Supervisors
C/O Chancery Clerk Guy Nowell
401 Beacon Street, Suite 107
Philadelphia, Mississippi 39350

February 6th – 20th Review of Proposals

February 21st Award of Agreement

NLT February 28, 2017 Signing of Agreement

March 1, 2017 Agreement commences

SECTION 8 - INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Availability of Proposals:

Detailed specifications for the above described RFP may be obtained from the Board of Supervisors' Office at the Neshoba County Courthouse, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 or by calling 601-656-6281 or on our web site at www.neshobacounty.net.

Proposal:

Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, "Proposal for Beverage Services", in the amounts listed on the proposal submitted. The Bidder confirms that it has checked all of the above figures and understands that neither the County nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

Proposal Submittal:

Submit one (1) original proposal. Proposals must be addressed and delivered no later than 11:00 AM on February 6, 2017. Please plan deliveries accordingly. Mailing and Physical Address: Neshoba County Board of Supervisors C/O Chancery Clerk Guy Nowell, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350. Proposal responses not received by Neshoba County by the closing date and time indicated above will not be accepted. Proposals shall be placed in a sealed envelope bearing on the outside the submitter's company name and address, along with "Proposal for Beverage Services". Neshoba County, nor any of its employees will be responsible for bids improperly or not marked, which are opened in error, and which will nullify the bid. Further, Neshoba County will not be responsible for any delivery errors or issues.

Presentation of Proposal:

All information requested should be submitted. Failure to submit all information requested may result in a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected. Failure to follow the instructions herein will be considered a reflection of the respondent's ability to perform the requirements of the contract. Any supplemental information the respondent wishes to include to enhance its response may be attached to the submission.

Proposals should be presented in a neat, business-like manner. Disorderly submittals, or those that are illegible or otherwise unreadable, will receive a lower evaluation or be subject to rejection. Disorganized or unreadable submissions will be considered a reflection of the respondent's ability to perform the requirements of the contract.

Any and all costs incurred by the respondent in the preparation and delivery of the proposal or subsequent requests for information are those of the respondent and will not be reimbursed by the Neshoba County Board of Supervisors.

Request for Information:

All Questions and inquiries should be made in writing and e-mailed by November 30, 2016 to: Jeff Mayo on behalf of the Neshoba County Coliseum (email) jmayo@neshobacounty.net; or Cody Bryan on behalf of the Philadelphia-Neshoba County Park Commission (email) parks@neshobacounty.net. Any resultant changes will be issued in the form of an addendum to the RFP. No changes will be made or issued within 48 working hours of the submission date.

Changes to the Proposal:

Vendors should verify their proposals prior to submission. No proposal can be corrected, altered, or signed after opening. An unsigned proposal will be grounds for automatic rejection. The County will not be responsible for errors or omissions on the part of the vendor in making up its proposal. Once a proposal has been opened, it is subject to acceptance by the Board of Supervisors as submitted. No verbal changes to a proposal will be accepted.

If the proposer must take exception to any portion of this proposal or has suggestions on how to better serve the facilities herein, please provide your suggestions and exceptions to an Addendum to this RFP.

Proposal Validity:

No bidder may withdraw any proposal for a period of sixty (90) calendar days after the date set for the opening of proposals. All withdrawals must be in writing.

Public Information:

All materials received in response to this Request for Proposals shall be made available to the public and become part-of the public record upon submission. If any part of a Bidder's materials is proprietary or confidential, it should not be included. Any Bidder information used to aid in proposal selection will not be restricted from the public.

Proposal Costs:

The Neshoba County Board of Supervisors will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this proposal.

PROPOSAL SIGNATURE FORM

Due Date: NO LATER THAN 11:00 A.M. ON FEBRUARY 6, 2017

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the PROPOSAL form, hereby offers to provide the products and services described in the request for proposal for the Neshoba County Coliseum and Philadelphia-Neshoba County Park Commission. Bidder proposes and agrees to provide the equipment, materials, and related services required for the proposal described as, "Proposal for Beverage Services", in the amounts proposed in your response. A duly executed copy of the signature page of this proposal document must accompany your response.

Company Name _____

Authorized Signature _____

Name of Authorized Signer _____

Title _____

Address _____

City _____

Phone Number _____ Fax Number _____

e-mail address _____

Number of Addenda received, acknowledged and incorporated into this Proposal:
