



November 20, 2017
Date

NOTICE TO PROPOSERS

We are requesting proposals for the following:

EXCLUSIVE BEVERAGE POURING RIGHTS PARTNERSHIP

Attached are the specifications.

Proposers shall state whether the service(s) proposed strictly meet these specifications and if not, they shall list each variation there from.

Sealed proposals shall be delivered to the Administrative Office of the Tulsa County Public Facilities Authority, Southwest Corner of the River Spirit Expo, 4145 East 21st Street, Tulsa, Oklahoma 74114 until **4:00 p.m. on December 6, 2017**. Proposals shall be submitted in an envelope clearly labeled "Beverage Pouring Rights".

Proposals will be opened by the TCPFA in the River Spirit Expo Administrative Office, 4145 East 21st Street, Tulsa, Oklahoma, 74114 at 10:00 a.m. on December 7, 2017.

"Affidavit for Filing with Competitive Bid" form must be signed, notarized, and returned with proposal or proposal will not be accepted.

The Tulsa County Public Facilities Authority reserves the right to reject any and all proposals and waive informalities or minor irregularities in any proposal.

Respectfully yours,

A handwritten signature in black ink that reads "Jessica Booth".

Jessica Booth
Purchasing Coordinator

Request for Proposal
Exclusive Beverage Pouring Rights Partnership

**Tulsa County Public Facilities Authority ("TCPFA")
Expo Square / Tulsa State Fair**

Request for Proposal

Exclusive Beverage Pouring Rights Partnership

Return proposals to:

Jessica Booth, Purchasing Coordinator
Expo Square
4145 East 21st Street
Tulsa, OK 74114

RFP Opening Date	12/07/17
RFP Opening Time	10:00am

Name of Vendor Firm: _____

Firm Contact: _____ Phone: _____ Fax: _____

Mailing Address: _____ Web Address (if any): _____

Email: _____

Signature of Authorized Agent: _____ Date: _____

Proposals are being accepted by TCPFA for an exclusive beverage pouring rights partnership. See specifications in the RFP following.

TCPFA shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to the complex. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "**Exclusive Beverage Pouring Rights Partnership**" along with the Company's name and date and time of the scheduled opening.

TCPFA, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

DISCLAIMER

Issuance of this Request for Proposal in no way commits TCPFA or its staff to enter into a contract for services outlined above. TCPFA reserves the right to reject any or all Requests for Proposal submitted in response.

Section I. General Information

Background

TCPFA, more commonly known as Expo Square, is a fairgrounds, operating in Tulsa, OK, on approximately 240 acres. Expo Square is home to the Tulsa State Fair, an 11 day event beginning the 4th Thursday after Labor Day. Events occur most weekends and many weekdays throughout the year, and are comprised of over 300 events annually. Events include but are not limited to agriculture shows, home and garden shows, concerts, gun shows, craft shows, sporting events and a variety of other shows. In addition, the months of June and July, the facility is host to Live Horse Racing, and operates a year-round Simulcast facility. TCPFA requests approximately 20,000 to 26,000 cases of beverages annually.

For additional information on the facility, those interested are invited to review the website at: www.exposquare.com and www.tulsastatefair.com

Safari Joe's H2O water park is located on the grounds of Expo Square. The water park is owned and operated by an independent third party under a ground lease arrangement with TCPFA.

Nature of RFP

TCPFA is requesting proposals to assist in developing an exclusive beverage pouring rights partnership and contract.

This RFP solicits proposals for the sale of soft drinks, as well as other beverages defined as follows in all established retail, vending, and food service locations operated on the facility, by ExpoSERVE and all independent concessionaires during the Tulsa State Fair. In addition, this RFP solicits proposals for Safari Joe's H2O water park.

- Carbonated beverages, nonalcoholic: bottled, canned, and/or post-mix
- Soft Drinks: bottled, canned, and/or post-mix
- Drinks, fruit: bottled, canned, and/or post-mix
- Lemonade: bottled, canned, and/or post-mix
- Ginger ale: bottled, canned, and/or post-mix
- Mineral water, carbonated: bottled, canned, and/or post-mix
- Water, pasteurized: bottled, canned, and/or post-mix
- Sports drinks: bottled, canned, and/or post-mix
- Energy drinks: bottled, canned, and/or post-mix

Exclusions to exclusive rights shall include coffees, teas, fresh squeezed juices, fresh squeezed lemonade, tap water and bar mixers.

Vendors shall provide the following in response to the RFP:

- Pricing per category outlined above
- Volume incentive rebate program
- Annual price increase inflator
- Annual sponsorship dollars
- Annual allowance for Point of Purchase
 - Signage
 - Merchandising coolers, tankers, ice bins
 - Cups and other Point of Purchase items
 - Fair Meadows Sports Grill
- Initial equipment outlay
- Annual replacement allowance
- Equipment rental rates for 3rd party vendors

Vendors are welcome to add additional beverage options in their response. Ultimately, the agreed upon list of beverages will be specified in the contract. There are no categories other than alcohol that are intentionally excluded.

Vendors shall provide a summary of how they plan to execute operations and support for the independent vendors during the Tulsa State Fair as well as their plan to support TCPFA operations.

TCPFA shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in TCPFA's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. TCPFA reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of TCPFA. This RFP shall not obligate TCPFA to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

Selection Process

The selection process includes representatives from the Administration, Marketing, Food and Beverage departments and Safari Joe's H2O (as relates to the water park). This group will evaluate the proposals and make its recommendation to the TCPFA Board.

Selection and Implementation Timeline

Day / Date	Timeline Subject
November 16, 2017	Publish RFP
November 29, 2017 by 12:00 p.m.	Deadline to notify Purchasing Coordinator of participation

November 29, 2017 by 12:00 p.m.	Deadline for Questions submitted to Purchasing Coordinator
December 1, 2017	Answers distributed to participating organizations
December 6, 2017 by 4:00 p.m.	Deadline for RFP proposal submissions
December 7 & 8, 2017	Review RFP proposals
December 12, 2017	Meet with individual responders if required
December 12, 2017	Complete selection process
December 31, 2017	Approximate deadline for executing contract

Contract Term

TCPFA desires to enter into a contract with the successful vendor(s) effective January 1, 2018. The length of such contract(s) is anticipated to be five years. TCPFA may consider extending the contract to ten years if it is deemed to be in the best interest of TCPFA. Therefore, responders are asked to submit both a five-year and a ten-year proposal. If TCPFA and the vendor are unable to negotiate and sign a contract by January 1, 2018, then TCPFA reserves the right to seek an alternative vendor(s).

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Oklahoma.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of TCPFA.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Section II. Vendor Requirements

A. Submittal of an Exclusive Beverage Pouring Rights Partnership Plan

1. In support of its financial and operational objectives, each respondent shall provide a detailed exclusive beverage pouring rights plan and any equipment.
2. The plan should include the cost of the product to TCPFA and its contracted vendor partners for each product and distribution method. The plan should also clarify the impact of honoring or not honoring national contract prices with our existing vendor partners such as NICA.
3. The partnership plan represents an opportunity for each respondent to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals, and understanding of TCPFA.
4. The plan should clearly measure anticipated benefits to TCPFA in the form of a potential up front signing bonus payment, annual payments, ongoing compensation in the form of periodic rebates, volume incentives, etc.

B. Cooperation with ExpoSERVE, also referred to as Food and Beverage, or any other contracted dining service vendor that TCPFA might utilize in the future.

TCPFA currently has an existing contract with ExpoSERVE, whereby ExpoSERVE has exclusive rights to operate and manage the food service operations at the fairgrounds / TCPFA. This food and beverage service includes providing dining for staff, retail food service operations, branded food service operations, catering operations, concessions, and convenience stores.

Vendor shall include options for TCPFA to manage and operate food & snack, can and/or bottle vending operations using equipment provided to TCPFA by vendor at no cost to TCPFA.

C. Cooperation with Safari Joe's H2O water park and its food concession vendors.

It is acceptable for the respondents to submit a Partnership Plan for Safari Joe's H2O as a separate section in the proposal particularly as it relates to the anticipated benefits to the water park (See Section II.A.4.).

Information Contact

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing Coordinator. Participating vendors are encouraged to register their participation in this RFP to stay informed of changes or addendums that may be issued. To register, email jbooth@exposquare.com.

Name:	Jessica Booth
Title:	Purchasing Coordinator

Address:	4145 East 21 st Street, Tulsa, OK 74114
Phone:	(918) 744-1113, ext. 2045
Email:	jbooth@exposquare.com

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and TCPFA shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and/or e-mail address. Anonymous inquiries will not be answered.

Section III. Response Evaluation

The following criteria and their identified weight will be used by TCPFA to evaluate the responses:

Evaluation Criteria Categories	Evaluation
1. Financial Considerations: a. Cost of products provided to TCPFA and its contracted vendor partners. b. Financial support provided to TCPFA in the form of an initial signing bonus payment, annual payments, or periodic commissions/rebates. c. Proposed marketing and/or event engagement plan if applicable. Examples include but not limited to advertising, promotional day, entertainment, clothing.	55%
2. Consistency of the proposed solutions to TCPFA's present and future needs.	15%
3. Completeness, thoroughness, and detail of response as reflected by the proposal's discussion and coverage of all vendor requirements noted above.	15%
4. Qualifications of the vendor and their personnel - experience of personnel who are committed to work on the contract will be given greater weight than that of the company.	15%
TOTAL	100%

In some instances, an interview will also be part of the evaluation process.

TCPFA reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. TCPFA does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

A proposal may be rejected if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage.

Section IV. Additional RFP Response and General Contract

Requirements Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either TCPFA or the vendor.

Insurance Requirements

A. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Oklahoma, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverage must be included:

Products and Completed Operations
Liability Blanket Contractual Liability
Name the following as Additional Insured:
TCPFA

3. **Commercial Automobile Liability.** The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined
Single Limit (CSL)

B. TCPFA reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any

legal remedies against the vendor. All insurance policies must be available for inspection by TCPFA and copies of policies must be submitted to TCPFA's authorized representative upon written request.

Section V. RFP Responses

Submission

Sealed proposals must be received at the following address not later than **4:00 p.m. on December 6, 2017.**

To:

Name: Jessica Booth
Title: Purchasing Coordinator
Address: 4145 East 21st Street, Tulsa, OK 74114

The responder shall submit **six (6)** copies of its RFP response with the RFP response in PDF format. Proposals are to be sealed in mailing envelopes or packages with the RFP number, responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

TULSA COUNTY PUBLIC FACILITIES AUTHORITY
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any Tulsa County Public Facilities Authority official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any Tulsa County Public Facilities Authority official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission expires _____, _____

NOTE:

Each competitive bid submitted to a county, school district or municipality must be accompanied by this properly completed Affidavit as required by 74 O.S. 1981 § 85.24. Bidder shall be disqualified if Affidavit:

1. Is **not** properly completed.
2. Does **not** accompany bid.