



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P06-0063** Proposal Due Date: **January 24, 2006**
 Materials and/or Services: **Peoria Sports Complex Campus and Rio Vista Community Park Exclusive Soft Drink Pouring Rights** Proposal Time: **5:00 P.M. MST** Contact: **Lisa Houg, CPPB**
 Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number: 07-5908962

For clarification of this offer contact: Name: William E Brewer Jr.

Federal Employer Identification Number: 13-4042452
Pepsi Bottling Group
 Company Name

Telephone: (602) 437-7014 Fax: (602) 437-7077
William E Brewer Jr.
 Authorized Signature for Offer

4242 E Raymond St.
 Address

William E Brewer Jr.
 Printed Name

Phoenix AZ 85040
 City State Zip Code

Key Account Manager
 Title

ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD (The City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Mary Jo Kief
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: February 10, 2006

Approved as to form: William E. Emerson, Deputy City Attorney

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: ACON08406

Contract Awarded Date: February 9, 2006

Official File: _____

Herman Kobergen, Materials Manager





REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any



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contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials



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or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Peoria Sports Complex Campus and Rio Vista Community Park Exclusive Soft Drink Pouring Rights.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of five (5) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of five (5) years.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. The proposal shall be submitted as outlined in Section IV of the Scope of Work.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Financial Commitment and Product Pricing.
 - b. Plan, Method of Approach and Local Market Share.
 - c. Firm's Experience and Qualifications.
 - d. Service Level/Marketing/Promotions Commitment.
 - e. Product Availability and Packaging.
 - f. Conformance to Request for Proposal.
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.



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13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
17. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
18. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any



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deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.



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d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



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The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Confidential Information:**

a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

26. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

27. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public



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bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

28. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
29. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
30. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code.



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I. INTRODUCTION

The City of Peoria is seeking qualified proposals for exclusive non-alcoholic pouring rights for carbonated soft drinks, isotonic beverages and bottled water within the Peoria Sports Complex Campus and Rio Vista Community Park. In addition to exclusive pouring rights, the selected firm will receive a Stadium Advertising Package.

II. BACKGROUND INFORMATION

A. Built in 1994, the Peoria Sports Complex serves as the Cactus League Spring Training and Player Development home for the Seattle Mariners and the San Diego Padres. The nearly 145 acre campus is comprised of a 10,833 seat main Stadium and twelve (12) addition full-sized baseball fields. The City of Peoria and the teams (Mariners and Padres) have a facilities use agreement in place to play their Cactus League home games at the facility for twenty years through 2013 with additional options available for a potential extension up to 30 years.

The Stadium hosts a minimum of 28-30 Cactus League Spring Training Games each season attracting over 200,000 fans each season, the highest attendance in the Cactus League. In addition to the Cactus League games, the campus also serves as a multi-use venue facilitating both baseball and non-baseball year-round events. These year-round events include numerous national youth and adult baseball tournaments, art, exhibits and trade shows, concerts, large regional community events, graduations, carnivals and fairs. A recent independent third party report, conducted by HOK Sport, rated the Peoria Sports Complex as the most highly used facility in Arizona and Florida of like facilities on a year-round basis attracting over 530,000 patrons each year. Attachment A summarizes the annual calendar of events.

B. Rio Vista Community Park:

Built in 2004, Rio Vista Community Park Phase I is a 34 acre park facility. The Park amenities consist of a four field softball/baseball/soccer multi sporting complex, urban fishing lake, volleyball courts, skate park, 300 group picnic pavilion, splash park and walking trails. The fully lighted multi use sporting facility is a fence enclosed complex with concessions facilities at its center. The year round programming of Rio Vista Park includes: adult softball leagues, regional and national softball tournaments, girls fast pitch softball, youth baseball regional and national tournaments, adult and youth soccer leagues and tournaments, City community events (Movie in the Park, Fourth of July, Little League Fair).

Under construction and scheduled to open in August of 2006 is Rio Vista Phase II sports complex. This second addition to the Community Park is a 20 acre lighted multi-use sports venue to include: one dedicated little league field (stadium theme), two multi-use softball/little league fields and two adult full



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sized soccer fields. At the center of the three field complex will be a concession stand that will serve the entire fenced in multi-use sporting facility. The projected users of this facility are youth recreational programs (t-ball, little league, national youth baseball tournaments, youth softball, youth and adult soccer). This facility will also be utilized by outside promoters and tournament directors as scheduled.

Rio Vista Community Park is the City of Peoria's first Regional Community Park. Outside of the sporting draw that is attained, the park is utilized by the West Valley Region for recreational purposes. The proximity and exposure offered by the Loop 101 give Rio a "public" view twenty-four seven.

III. REQUIREMENTS

A. Product Exclusivity

The Peoria Sports Complex Stadium and Practice facility and Rio Vista Community Park will give exclusive non-alcoholic pouring rights for carbonated soft drinks, isotonic beverages and bottled water. Advertising inside the exclusive facility competitive to the contractor shall not be permitted.

B. Additional Incentives

a. Advertising - The exclusive provider will receive a Sports Complex advertising package consisting of the following:

- i. (1), 10' X 12' illuminated scoreboard advertising panel or (2), 5'3" X 12' non-illuminated scoreboard advertising panel. Panels to be mutually agreed upon.
- ii. (1) 4' X 5' illuminated marquee advertisement panel. City will be responsible for fabrication and installation of advertising panels once during the term of the contract. Additional logo or display changes will be the provider responsibility. Provider to supply finished design in required format.
- iii. (4) season tickets to all Seattle Mariner and San Diego Padres home spring training games.
- iv. Use of (1) luxury box during the Spring Training Season.
- v. (1) full page advertisement in the Spring Training Souvenir Program.

C. Marketing Opportunities:

a. Contractor will supply the City with marketing opportunities to promote events taking place at exclusive pour facilities throughout the year through media (radio and TV) and retail outlets with various promotions.

D. Miscellaneous

a. The City anticipates awarding this contract on or before February 6, 2006. The intent is to have all the necessary equipment installed and all necessary products supplied at the Sports



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Complex prior to the opening of the 2006 Spring Training Season which opens February 25, 2006.

- b. Sales in the existing concession stands shall be mostly in the form of fountain drinks, with additional opportunity for plastic bottle sales.
- c. The contractor shall be responsible for supplying the facility with the necessary equipment to produce a finished fountain drink product. This would include, but not be limited to, carbonators, CO2 and water lines, and bag/box syrup. The contractor will also be responsible for maintaining this equipment over the life of the contract.
- d. The city will supply the water from the existing water source within the concession areas.
- e. Vending will be a combination of plastic bottles and fountain drinks.
 - i. The Sports Complex current design includes 9 concession stands with multiple vending areas.
 - ii. Rio Vista Community Park current design consist of 1 permanent concession stand with 1 additional stand currently in the construction phase with multiple vending areas.

IV. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" x 11" paper with the text on one side only. The proposal shall include the following:

A. **Plan, Method of Approach and Local Market Share**

- The City anticipates awarding this contract on or before February 6, 2006. The intent is to have all the necessary equipment installed and all necessary products supplied at the Sports Complex prior to the opening of the 2006 Spring Training Season which opens February 25, 2006. Please provide a detailed plan of action to meet this obligation.
- Provide an Operations Plan and Method of Approach to achieve the objectives set forth in the RFP.
- Provide documentation on Company's current local market share for the following areas: Maricopa County, Seattle and San Diego.

B. **Firm's Experience and Qualifications**

- Provide a brief history of the firm and its experience with programs of this type.
- Provide information on those individuals assigned to work with the City of Peoria including a description of their experience. Specifically, identify one service manager to handle the City's



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account including his/her name and qualifications.

- Provide a list of all of the firm's clients comparable to the City of Peoria Sports Complex indicating the length of service of each account to include the contact information. The City may contact and/or visit any of these accounts.
- Provide a list of all clients lost within the last three years to include contact information, length of service and reason for loss.

C. Service Level/Marketing/Promotions Commitment

- Provide information relating to the firm's products and how the City would obtain them under the terms of an Agreement. Specific information should also be provided about the following:
 - i. Procedures for obtaining products on a routine and emergency basis.
 - ii. Delivery schedules for products and equipment; including standard and special sizes.
 - iii. A detailed listing of the quantity, types and sizes of fountain beverage machines being provided/proposed.
 - iv. Prices (if any) of equipment available to the City.
 - v. Service procedures (normal and emergency) for the equipment.
- Provide any additional information and/or suggestions that would be relevant to a successful exclusive pouring rights agreement.
- Provide a Marketing/Promotions Plan.

D. Product Availability and Packaging

- Provide Product Availability and Packaging Information.

E. Financial Commitment and Product Pricing

- Provide Financial Commitment as indicated in the Scope of Work, Section V, Option 1 and Option 2.
- Provide a list of Product Pricing.



SCOPE OF WORK

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V. **FINANCIAL COMMITMENT:**

Option 1.

Exclusive Pour Peoria Sports Complex Campus

\$ _____

Option 2.

Exclusive Pour Rio Vista Community Park

\$ _____



ATTACHMENT A

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PEORIA SPORTS COMPLEX YEAR AT A GLANCE

March 3 – 31	Spring Training 2005	Total Attendance: 225,316
April 2	Concours in the Desert	
April 2 – 10	La Mesa RV Show and Sale	
April 8 – 10	Magic Bird Spring Arts and Crafts Show	
April 15	US Postal Service Tax Drop Off	
April 16	Peoria Unified School District Performing Arts Festival	
April 22 – 24	Home and Garden Expo	
April 27 – 28	Peoria Unified School District Student Council P.L.U.S. Days	
April 29	AZ Brewer's Guild Spring Hop Festival II	
April 30 – May 1	Relay for Life	
April 9 – June	Adult Baseball Leagues	
April 25 – July 1	Peoria Little League	
Thru June	Adult Baseball Leagues	
May 1	Peoria Fire Department Charities Car, Truck and Bike Show	
May 2-5	PUSD Baseball Tournaments	
May 7-8	Cinco de Mayo Festival	
May 14	Council Event – Joan Evans	
May 14	T-ball Fun Night	
May 28-30	Super Series Qualifier Youth Baseball	
Thru June 5	Men's Adult Baseball Leagues	
June 3	City Recreation Programs Water Fun Day	
June 3-5	AZBA Youth Baseball Tournament	
June 9	Toro Event Exhibition	
June 10	Recreation Programs Water Fun Day	
June 14-15	Arizona Diamondbacks Clinic	
June 17-25	USA Jr. Olympic Baseball Championship	
June 22-July 26	Arizona Summer Rookie League (1 st half)	
June 25-26	Team One West Showcase Baseball Tournament	
June 29	Vans Warped Tour	
Thru July 26	Arizona Summer Rookie League	
July 4	All American Festival	
July 9-15	Super Series Summer Nationals Baseball Tournament (14U)	
July 16-22	Super Series Summer Nationals Baseball Tournament (14U & 17U)	
July 23-30	Super Series Summer Nationals Baseball Tournament (16U & 18U)	
July 27-August 31	Arizona Summer Rookie League (2 nd half)	
Thru Aug 31	Arizona Summer Rookie League	
August 6-Sept 25	Men's Adult Baseball Leagues	



ATTACHMENT A

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August 27	Qwest Family Movie Night
Thru Sept 25	Men's Adult Baseball Leagues
September 19- Oct 22	Major League Instructional League Baseball
September 1 - 3	Super Series Youth Baseball Qualifier
September 17	Edgefest 2005
September 24	Qwest Family Movie Night
September 30	Peoria Accelerated High School Cross Country Meet
Thru Oct 22	Major League Instructional League Baseball
October 4 - 14	National Adult Baseball Association World Series
October 4 - Nov 10	Arizona Fall League Baseball
October 8	Qwest Family Movie Night
October 8 - 9	Bumpers Auto Swap Meet
October 15	Public Safety Event
October 16 - Nov 4	Men's Senior Baseball League World Series
October 13-16	Arizona Baseball Academy Senior Fall Classic
October 21-23	Arizona Baseball Academy Junior Fall Classic
October 28-30	Arizona Baseball Academy International Fall Classic
October 29	Halloween Monster Bash
Thru Nov 4	Men's Senior Baseball League World Series
Thru Nov 10	Arizona Fall League Baseball
November 3 - 6	La Mesa RV Show and Sale
November 4 - Dec 11	Arizona Broadway Theatre "Anything Goes"
November 5 - 6	Z Football Flag Football Tournament
November 6	Pacific 10 Conference - Baseball Umpire Clinic
November 11 - 13	Magic Bird Arts and Crafts Festival
November 11 - 13	Super Series Youth Baseball Qualifier
November 11 - 20	Rob Crist RV Show and Sale
November 19	Qwest Family Movie Night
Thru Dec 11	Arizona Broadway Theatre
December 1-4	RV Show & Sale
December 10-11	HAZMAT Event
December 17	Qwest Family Movie Night
December 26-30	RV Show & Sale
December 26-Jan 1	Super Series Winter Nationals Baseball Tournament
January 5-8	John Rubinow Adult Baseball Camp
January 5-8	Umpire Clinic
January 6-15	RV Show & Sale
January 8-14	Mariner Fantasy Camps
January 14	Stadium Box Office Opens
January 21	Public Safety Event - Car Seat Inspection



ATTACHMENT A

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January 21 Qwest Family Movie Night
January 22-29 Giants Fantasy Camp
January 26-29 Magic Bird Arts & Crafts Festival

February 4-5 Bumpers Automotive Swap Meet
February 15 Senior Fun Walk
February 25 Fan Fest 2006

Total Non-Spring Training Attendance: 305,436



ATTACHMENT B

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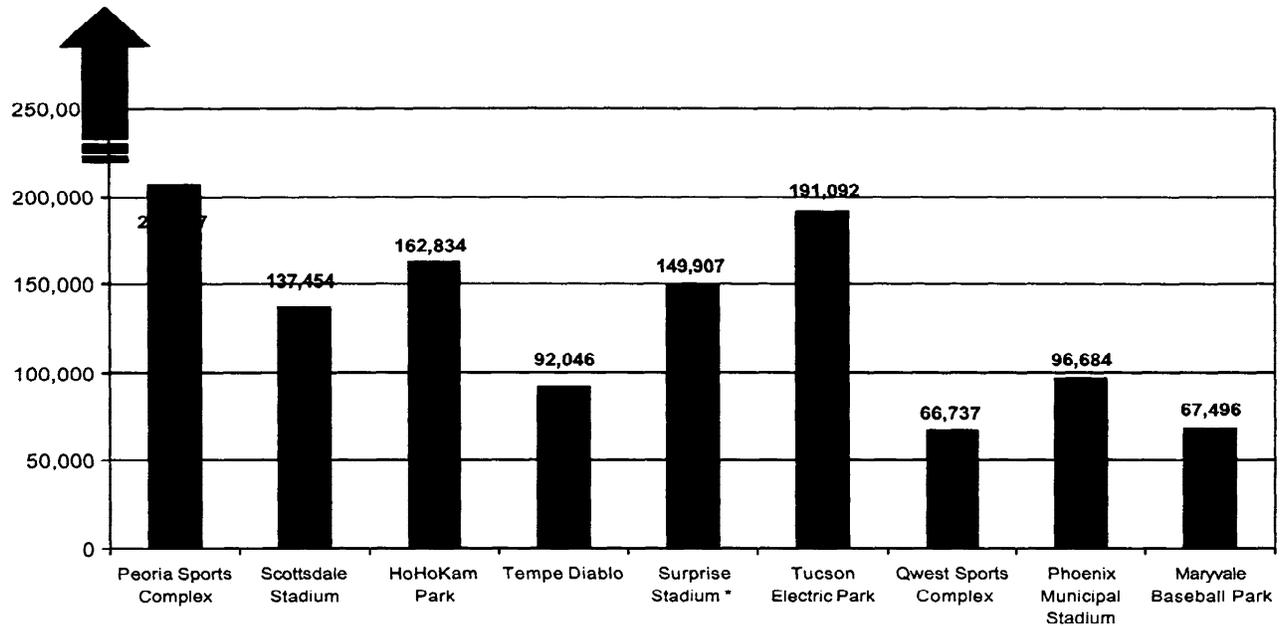
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Similar Facility Attendance Comparison Peoria Sports Complex

530,000 total facility attendance



Average Spring Training Attendance 2001-2005

* 2003-2005 only



ATTACHMENT C

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**Sports Complex
Current Volume Assessment**

(Volume does not reflect complete practice field velocity)

Package	2005 Volume	Mix
Bottled Water 16.9-20 oz	2131	44%
Gatorade 20 oz.	358	7%
CSD 20 oz.	594	12%
Can 12PK	179	4%
B&C Total	3262	67%
BIB Total	1615	33%
TOTAL SALES	4877	100%



ATTACHMENT D

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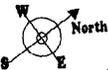
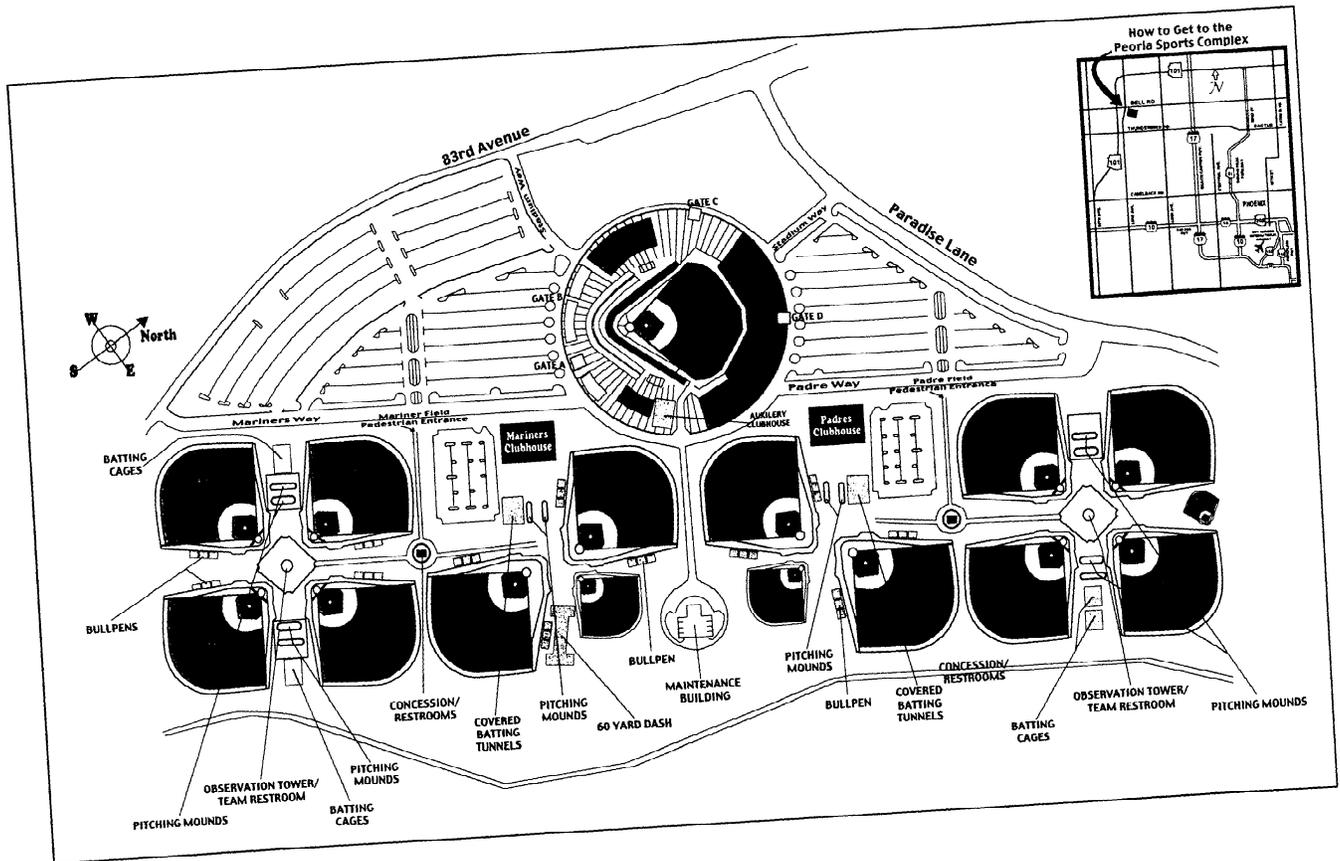
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**Peoria Sports Complex
Facility Layout Design**

Attached



Labels on the diagram include:

- 83rd Avenue
- Paradise Lane
- Padre Way
- Mariners Way
- Mariners Clubhouse
- Padres Clubhouse
- Maintenance Building
- 60 YARD DASH
- CONCESSION/RESTROOMS
- COVERED BATTING TUNNELS
- PITCHING MOUNDS
- BULLPEN
- OBSERVATION TOWER/TEAM RESTROOM
- BATTING CAGES
- GATE A
- GATE B
- GATE C
- GATE D
- Mariners Field Pedestrian Entrance
- Padres Field Pedestrian Entrance
- AMULETY CLUBHOUSE



ATTACHMENT E

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Rio Vista Community Park Usage Calendar

<u>DATES</u>	<u>TOURNAMENT</u>
January 7 & 8	NSA
January 14, 15 & 16 (MLK HOLIDAY)	COP / Super Series
January 21 & 22	NSA
January 28 & 29	Peoria Girls Softball Tournament (Sat)
February 4 & 5 (SUPER BOWL)	NSA - Saturday only
February 11 & 12	
February 18, 19, 20 (PRESIDENT'S DAY)	COP / Super Series
February 25 & 26	Senior Olympics
March 4 & 5	Sun City Sidewinders Senior Softball
March 11 & 12	COP / Super Series
March 18 & 19	
March 25 & 26	COP / Super Series
April 1 & 2	COP SKATEBOARD EVENT/PUSD Boys SB
April 8 & 9	ISA
April 15 & 16 (EASTER)	COP / Super Series
April 22 & 23	ARIZONA SELECT SPORTS
April 29 & 30	
May 6 & 7	USSSA Baseball
May 13 & 14 (MOTHER'S DAY)	COP / Super Series
May 20 & 21	
May 27, 28 & 29 (MEMORIAL DAY)	COP / Super Series
June 3 & 4	ARIZONA SELECT SPORTS
June 10 & 11	
June 17 & 18	COP / Super Series
June 24 & 25	COP/SUMMER SPLASH TOURNAMENT
July 1, 2 (INDEPENDENCE DAY)	
July 8 & 9	ISA
July 15 & 16	NSA
July 22 & 23	
July 29 & 30	
August 5 & 6	NSA
August 12 & 13	NSA
August 19 & 20	NSA
August 26 & 27	USSSA Baseball
September 2, 3 & 4 (LABOR DAY)	COP / Super Series
September 9 & 10	COP/ Fall Coed Tournament
September 16 & 17	
September 23 & 24	NSA
Sept 30 Oct 1	COP / Super Series
October 7 & 8	Special Olympics
October 14 & 15	
October 21 & 22	



ATTACHMENT E

Solicitation Number: **P06-0063**

Materials Management

Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

October 28 & 29	COP / Super Series
November 4 & 5	
November 10, 11 & 12 (VETERAN'S DAY)	COP / Super Series
November 18 & 19	
November 25 & 26 (THANKSGIVING)	
December 2 & 3	COP/ HOLIDAY TOURNAMENT
December 9 & 10	
December 16 & 17	USSSA Baseball
December 23 & 24 (CHRISTMAS)	
December 30 & 31	COP / Super Series



ATTACHMENT F

Solicitation Number: P06-0063

Materials Management Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Rio Vista Park Current Volume Assessment

(Volume reflects approximate velocity projections with phase 2 development)

Package	2005 Volume
Bottled Water 16.9-20 oz.	400
Gatorade 20 oz.	300
CSD 20 oz.	150
BIB Total	50
TOTAL SALES	900

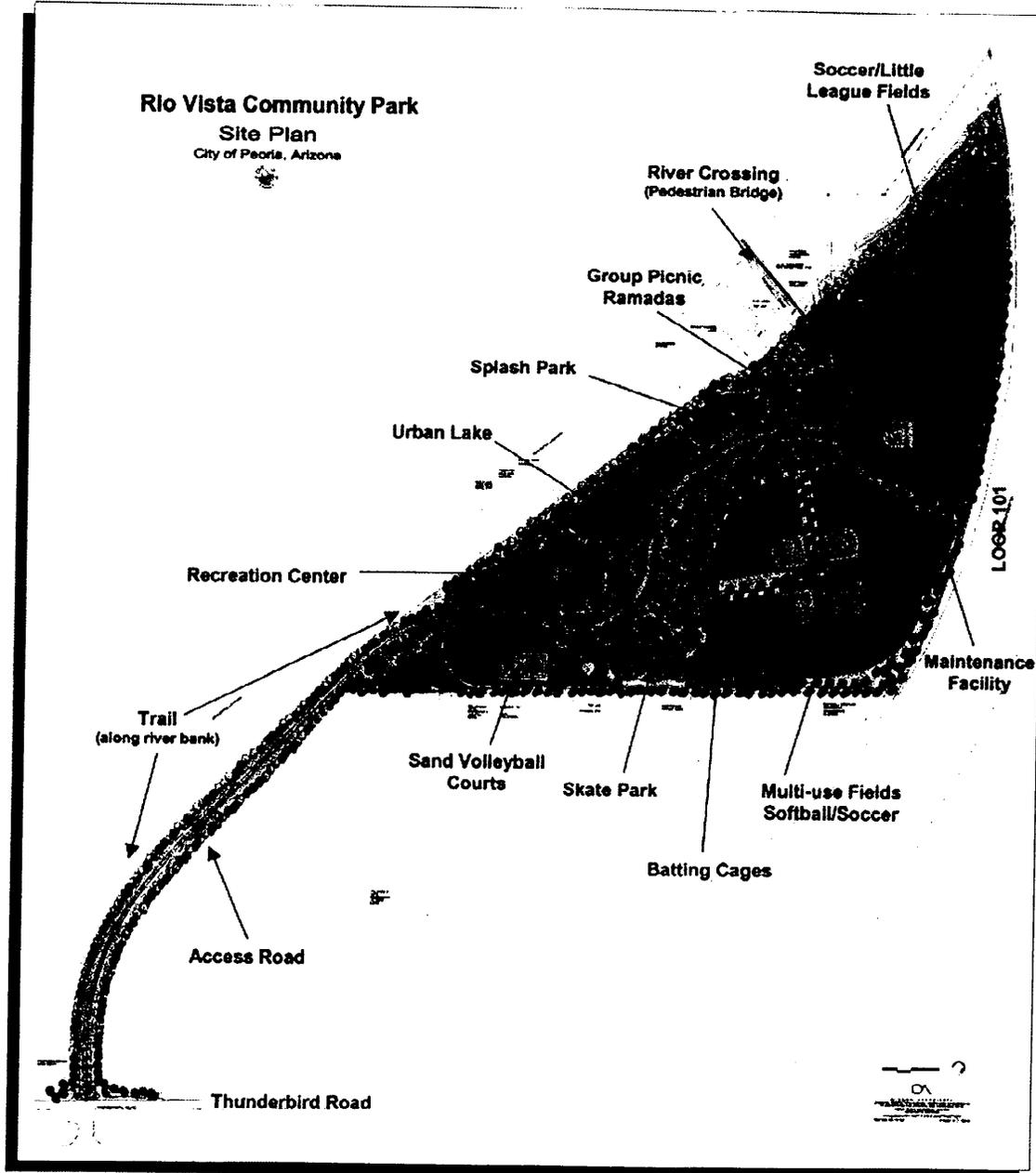


ATTACHMENT G

Solicitation Number: P06-0063

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Rio Vista Map Layout



**Partnership Proposal for:
RPF No. P06-0063**



**Prepared by:
Bill Brewer
Key Account Manager
Pepsi Bottling Group
January 24, 2006**



Plan, Method of Approach and Local Market Share



Currently, the Pepsi Bottling Group has an operation plan in place and will continue to provide the Peoria Sports Complex and the City of Peoria with the exceptional service that they have experienced over the last Twelve years.

Upon signing the contract Pepsi will meet with the City and the vendor to determine what if any equipment will need replacing for the upcoming spring training season so as not to disrupt 2006 Spring Training. Pepsi is willing to replace any equipment that is mutually determined to not meet the needs of the vendor. Pepsi will also provide needed barrels and banners before opening day

Following the 2006 Spring Training and prior to the start of 2007 Spring Training the remaining equipment will be replaced.

Each subsequent January, Pepsi performs preventative maintenance service on equipment to prepare fountain equipment for upcoming spring training season. In these years Pepsi will also provide needed barrels and banners before opening day.

While performing preventative maintenance on the equipment during following years, Pepsi will determine, in conjunction with the Complex, when the current equipment needs to be replaced.

Pepsi will continue to provide the Peoria Sports Complex and the City of Peoria with the necessary fountain equipment, coolers and barrels needed to serve the fountain and bottle and can products.

Plan, Method of Approach and Local Market Share



	Vol Share of Cat	Vol Share of Cat Chg YAG	Dol Share of Cat	Dol Share of Cat Chg YAG	Comments
PBG MU: PHOENIX AZ					
CSD Corp Pepsi	29.8	0.7	30.3	0.2	
CSD Corp Coke	36.7	0.2	39.0	-0.2	
CSD Dr Pepper	8.4	0.4	8.7	0.1	FTN Pepsi Delivered
Cadbury wo Dr. Pepper	7.8	-1.0	9.4	-0.6	
CSD Private Label	16.8	-0.5	10.5	-0.6	

Fountain Truck Vol. share Pepsi 38.2 vs. Coke 36.7

Fountain Truck Share Swing in 2005 Advantage Pepsi 0.9

	Vol Share of Cat	Vol Share of Cat Chg YAG	Dol Share of Cat	Dol Share of Cat Chg YAG	Comments
PBG MU: SAN DIEGO					
CSD Corp Pepsi	27.7	0.1	26.1	-0.8	
CSD Corp Coke	37.7	0.4	39.3	0.3	
CSD Dr Pepper	5.8	0.8	6.5	0.7	FTN Pepsi Delivered
Cadbury wo Dr. Pepper	17.9	-0.5	18.7	-0.8	
CSD Private Label	7.4	-0.3	5.2	0.0	

Fountain Truck Vol. share Pepsi 33.6 vs. Coke 37.7

Fountain Truck Share Swing in 2005 Advantage Coke 0.7

	Vol Share of Cat	Vol Share of Cat Chg YAG	Dol Share of Cat	Dol Share of Cat Chg YAG	Comments
PBG MU: Seattle/Tacoma					
CSD Corp Pepsi	25.0	0.7	26.6	0.6	
CSD Corp Coke	39.4	-0.8	41.4	-0.4	
CSD Dr Pepper	4.6	0.7	5.2	0.9	FTN, B&C Pepsi Delivered
Cadbury wo Dr. Pepper	8.8	-0.4	10.5	-0.6	
CSD Private Label	20.2	-0.2	12.7	-0.3	

Fountain Truck Vol. share Pepsi 29.6 vs. Coke 34.4

Fountain Truck Share Swing in 2005 Advantage Pepsi 2.2

Source: IRI Data, Current Year to Date (Q) Ending Dec. 25,2005

Truck Share defined as, all products delivered by a company in a specific market.

Firm's Experience and Qualifications



Pepsi-Cola Company acquired the bottling company serving Maricopa County in 1960.

The Pepsi Bottling Group was formed on 1/27/99 and acquired the bottling division in Maricopa County.

Pepsi has been a major player in the soft drink industry in Maricopa County for the last 45 years. Most of the last 25 years, Pepsi has been victorious in the "Cola Wars".

Currently, Pepsi and Coke are at parity in the marketplace according to 2 independent sources, IRI and Databank which measures supermarket sales and convenience store sales respectively.

In the Pepsi Challenge (a blind taste test), consumers chose Pepsi 62% to Coke's 38% as the best tasting Cola drink in Maricopa County!

Pepsi is proud to be the choice of MLB and is currently providing Pepsi to 4 out of the 6 spring training facilities in Maricopa County and in negotiations with one more.

Firm Information - Key Personnel



Ron Goodson, General Manager - Ron has been with the Pepsi-Cola Company for 23 years and has a vast knowledge of the soft drink industry managing facilities throughout the southwest.

Bill Naylor, Director of Foodservice - Bill has been with the Pepsi-Cola Company for 15 years. He has managed Foodservice sales departments in the Southwest and Utah.

Bill Brewer, Key Account Manager - Bill has been with the Pepsi-Cola Company for 18 years and is responsible for all Fountain Sales in Maricopa County. He has been and will continue to be the primary contact for the Peoria Sports Complex. Bill has in-depth knowledge of the Pepsi system and has a solid background in developing marketing programs in Maricopa County. Having worked in retail sales and Foodservice as well as operations, Bill has the ability to tie the Sports Complex in with area retailers to provide marketing programs that are beneficial to the Complex as well as the retailer.

Firm Information - References



Current Clients similar to the City of Peoria Sports Complex:

Bank One Ballpark - Servicing the account since the park opened. Currently have a 15 year contract.

Scottsdale Stadium/Charros - Servicing the account since 1995 and currently have a 10-year contract.

Mesa Hohokam - Servicing the account since opening day and currently have a 10-year contract.

Phoenix Municipal - Switched from Coke in 1997 and currently re-negotiating contract with Pepsi-Cola.

Tempe Diablo - Switched from Coke in 1998 as part of national deal with Edison Field in California.

Phoenix International Raceway – Switched from Coke in 2002 and extended the contract for seven more years in 2005.

Customer's lost in last 3 years:

Due to the competitive nature of our business, small accounts are lost and won on a daily basis. There aren't however any large accounts that have been lost locally in the last 3 years.

Service Level, Marketing, Promotions Commitment



Products will be ordered and delivered in the following manner:

Concessionaire will be provided with a 1-800 number and will call in product needs. Current call days are Monday & Thursday and will remain as such unless otherwise indicated by Concessionaire.

Products that have been ordered will be delivered within a 24 hour period off of one delivery truck. Current delivery days are Tuesday & Friday and will remain as such unless otherwise indicated by Concessionaire.

Through Pepsi Cola's Customer Connect emergency deliveries will be made Seven Days a week if needed.

Pepsi Bottling Group will use reasonable efforts to provide consistent delivery personnel for Peoria Sports Complex through every spring training season.

The following equipment will be provided to the Peoria Sports Complex:

29 - Cornelius 6 - 8 valve drop in fountain dispensers

11 - True brand 1- 2 door refrigerators

Portable Ice Barrels as needed.

Similar equipment will be provided for Rio Vista Park as needed.

All Equipment will be provided at no charge to the City of Peoria Sports Complex

Service Level, Marketing, Promotions Commitment



The following procedures should be followed when equipment service is needed:

Call the Customer Equipment Service Repair (CESR) Center at 1-800-903-4352 and inform agent which piece of equipment needs to be serviced

The CESR Center will dispatch technician to the Peoria Sports Complex. Average response time for regular service is <3 hours.

Emergency service is handled in the same manner and the response time is usually within one hour.

The advantages of Pepsi service over our competitor is as follows:

Local market knowledge of competitive landscape allows for quicker assessment of priorities, therefore ensuring service response time according to severity of issue and customer priority.

All Service Technicians are employees of the Pepsi-Cola Company and are never dispatched from a third party contractor. Coke utilizes outside contractor to provide technical service.

Emergency equipment replacement will be coordinated through the service tech.

Greater flexibility to respond to emergency situations. Coke does not provide emergency delivery service to accounts.

Local management support available to address complex/pressing issues or concerns.

Service Level, Marketing, Promotions Commitment



Pepsi will use its best efforts to create marketing programs that will be beneficial to the customer and Pepsi. Examples follow:

In the past, utilizing one of our retail partners, we created a sweepstakes program to give away family 4 packs of tickets to a designated game. Peoria Sports Complex provided the tickets in exchange for radio tags and advertising in the retailer's Wednesday best food day ad. Pepsi provided the POS for the in-store promotion as well as free Pepsi and coolers to the winners. During the month long promotion, consumers were able to use their retailer membership card to get discounts off spring training game tickets.

Pepsi can provide radio van stops to promote Peoria Sports Complex at local Restaurant Chains such as Famous Sam's, NYPD, Streets of New York and Uncle Sam's. Peoria Sports Complex would provide the tickets in exchange for radio tags and advertising in the restaurants. Pepsi will provide the POS for the locations.

Pepsi can create similar programs in the future with other area retailers to drive awareness of spring training games at Peoria Sports Complex. While Pepsi doesn't know of our national radio buy from year to year, we do utilize the retailers radio buys to promote the programs as well as their print ads.

Product Availability, Packaging & Pricing.



The following are fountain products that are available from Pepsi Bottling Group:

Pepsi – Preferred 62% vs. 38% over Coke.
#1 Cola in the Phoenix Market!

Dr. Pepper – The #1 non-cola on
fountain.

Diet Pepsi – Fastest growing top 10 cola
brand

Mountain Dew - #1 flavor brand in the
U.S. Plus it is only 3% substitutable

Sierra Mist – Preferred over both Sprite
and 7UP.

Mug Root Beer – Significantly preferred
56% vs. 44% over Barq's.

Tropicana Twister – New Tropicana
Twister Soda has Vitamin C and 1% Juice.

SoBe – The #1 alternative juice brand.

Lipton Brisk Tea - #1 tea in the Arizona
market. Offered in 4 varieties; Raspberry,
Peach, Sweetened with Lemon, and
Unsweetened.

Gatorade – The original and still #1
Sports Drink.

Product Availability, Packaging & Pricing.



Carbonated Flavors

Pepsi-Cola	\$9.25/gallon \$46.25/box
Diet Pepsi-Cola	\$9.25/gallon \$46.25/box
Diet Caffeine Free Pepsi	\$9.25/gallon \$46.25/box
Mountain Dew	\$9.25/gallon \$46.25/box
Diet Mountain Dew	\$9.25/gallon \$46.25/box
Mountain Dew Code Red	\$9.25/gallon \$46.25/box
Sierra Mist	\$9.25/gallon \$46.25/box
Tropicana Twister Orange	\$9.25/gallon \$46.25/box
Dr. Pepper	\$11.20/gallon \$56.00/box
Diet Dr. Pepper	\$9.25/gallon \$46.25/box
Wild Cherry Pepsi	\$9.25/gallon \$46.25/box
Mug Root Beer	\$9.25/gallon \$46.25/box

Non-Carbonated Flavors

Tropicana Pink Lemonade	\$10.20/gallon \$51.00/box
Tropicana Yellow Lemonade	\$10.20/gallon \$51.00/box
Tropicana Fruit Punch	\$11.20/gallon \$56.00/box
Lipton Iced Tea	\$10.20/gallon \$51.00/box
Raspberry Lipton Iced Tea	\$10.20/gallon \$51.00/box
SoBe Power 3 Gal.	\$12.50/gallon \$37.50/box
SoBe Energy 3 Gal.	\$12.50/gallon \$37.50/box
SoBe Lean 3 Gal.	\$12.50/gallon \$37.50/box
Gatorade Lemon Lime 3 Gal.	\$12.50/gallon \$37.50/box
Gatorade Orange 3 Gal.	\$12.50/gallon \$37.50/box

Product Availability, Packaging & Pricing.



The following are 20oz bottled products that are available from Pepsi Bottling Group for sell in the perimeter with the subcontractors and the concessionaire:

Pepsi - #1 Selling Brand Nationally in "Freedom of Choice" Channels. Preferred brand with key teen/young adult consumers. #1 Cola in the Phoenix Market!

Diet Pepsi – Fastest growing top 10 cola brand

Mountain Dew - #1 flavor brand in the U.S. Plus it is only 3% substitutable

Sierra Mist - Preferred over both Sprite and 7UP.

Lipton Tea - #1 tea in the Arizona market. Offered in a variety of flavors, Sweetened with Lemon, Green Tea, Peach and Raspberry.

Tropicana – Juice Drinks made with real fruit Juice.

Gatorade - The original and still #1 Sports Drink.

Propel – Enhanced flavored water from Gatorade.

Aquafina - #1 bottled water in the nation in flavored and non flavored.

Product Availability, Packaging & Pricing.



<u>20oz 24/case Plastic Bottled Beverages</u>	<u>Pricing</u>
Pepsi	\$17.15
Diet Pepsi	\$17.15
Mountain Dew	\$17.15
Diet Mountain Dew	\$17.15
Sierra Mist	\$17.15
Diet Sierra Mist	\$17.15
Mug Root Beer	\$17.15
Lipton Iced Tea (5 Flavors)	\$17.15
Hawaiian Punch Fruit Juice Red	\$17.15
Tropicana Juice Drinks (10 Flavors)	\$17.15
Gatorade Lemon Lime	\$16.00
Gatorade Fruit Punch	\$16.00
Gatorade Orange	\$16.00
Gatorade Glacier Freeze	\$16.00
Gatorade Blue Raspberry	\$16.00
Gatorade Extreme Mango	\$16.00
Gatorade Riptide Rush	\$16.00
Gatorade Fierce Grape	\$16.00
Propel Berry 16.9oz	\$16.00
Propel Lemon 16.9oz	\$16.00
Propel Kiwi Strawberry 16.9oz	\$16.00
Aquafina 20oz	\$11.40
Aquafina 16.9oz	\$ 6.00

Financial Commitment



Pepsi Bottling Group would like to propose a 5-year agreement with the Peoria Sports Complex for Options 1 and 2 (Peoria Sports Complex Campus and Rio Vista Community Park) to include the following:

Exclusive pouring rights at both locations for all events in the carbonated soft drink, bottled water and isotonic beverage categories and Scoreboard Marquee Advertising at the rate of \$35,000.00 per year.

Pepsi will pay at the beginning of each year an additional \$5,000.00 annually for each year that the combined Fountain and Bottle & Can volume for all City of Peoria events held at The City of Peoria Sports Complex and Rio Vista Park exceed 5,777 cases annually. This Payment will be reconciled at the end of each year against the next years payment.

Pepsi Bottling Group
4242 E Raymond St
Phoenix AZ 85040

February 9, 2006

In regards to: P06-0063, Peoria Sports Complex Campus and Rio Vista Community Park

Exclusive Soft Drink Pouring Rights

Lisa Houg, CPPB
8314 W Cinnabar Ave
Peoria AZ 85345

Dear Lisa Houg, CPPB,

Pepsi Bottling Group would like to provide the enclosed responses to the questions asked in your letter dated January 26th, 2006.

Should you require further clarification please contact me directly at (602) 768-2366.

Thank you for the opportunity to participate in this process and we look forward to continuing our relationship.

Sincerely,
William E. Brewer Jr. *WB*
Key Account Manager
Pepsi Bottling Group
Enclosure (1)
WB

Pepsi Bottling Group Responses:

1. Pepsi Bottling Group will limit the annual product price increases to no more than 3% annually.
2. The \$5,000 growth fund made available in the RFP reply would only be available if the minimum volume is met each year. The combined Peoria Sports Complex and Rio Vista Park volume provided by the City of Peoria in the RFP is the volume used to calculate the minimum volume hurdle. This volume will be tracked against all scheduled activity that takes place during each year at each of the facilities. A monthly tracking of the volume will be reported to the City of Peoria by Pepsi Bottling Group using a calendar of events provided by the City of Peoria.

The two payments would be broken out as follows:

\$35,000.00 annually to the City of Peoria.

\$5,000.00 growth fund annually as indicated in the RFP.

3. As stated in the RFP Pepsi Bottling Group will meet with the city and the vendor at the location to determine what equipment needs exist prior to the 2006 Spring Training Season. Should it be determined that all equipment needs replacing this year then Pepsi will do so. Should it be determined that some equipment needs replacing immediately and that some can wait in the interest of time then Pepsi Bottling Group will schedule the replacement of all necessary equipment prior to the start of the 2006 Spring Training. Following the Spring Training the remainder of the equipment will be replaced. Prior to the 2007 Spring Training all equipment will have been replaced.
4. Pepsi Bottling Group will provide a maximum of \$7,200.00 for the menu board fund. This will be a one time payment made to the City using the documents provided by the sign manufacturer for the placement of the 24 signs at \$300 each. Should the final costs exceed the maximum offering of \$7,200 then the City of Peoria will incur these costs. All new menu boards and any replaced during the contract will have the individual Pepsi Fountain brands served listed.
5. Pepsi Bottling Group will provide a minimum of ten (10) radio van hits during the month of March to promote Spring Training. Radio van hits would take place at local Pepsi accounts i.e. retail outlets and restaurants that would be mutually agreed upon. The City of Peoria Sports Complex would provide tickets to give away and Pepsi would provide the on-site signage and the van hits. These van hits combined with signage have a value of \$32,500.00.
In addition Pepsi will provide printing of banners and signage which may be used for informational and promotional purposes at the Sport Complex and Park. Banners have a value of \$50 each. The city of Peoria will give Pepsi ten (10) work days notice when banners are requested. Banners will have either a Pepsi offer or Pepsi logo on them.

5. Pepsi Bottling Group will have right of first refusal as non-alcoholic sponsor to all locally created and promoted events held at The Peoria Sports Complex and/or Rio Vista Park. This will not apply to nationally created events that have a non-alcoholic sponsorship. Non-alcoholic sponsors may sample the sponsoring product during the event, but may not have products for sale at stated venues.

6. Pepsi Bottling Group acknowledges that the City of Peoria has one pre-existing contract for one event at Rio Vista Park, The Cowtown Skateboard Competition March 31, 2006 to April 2, 2006. This and only this event are not restricted by this agreement.

7. Pepsi Bottling Group will make available at no charge to the City of Peoria exit sampling to enhance events with ten (10) days notice when available.



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P06-0063 Page 1 of 11
Description: Soft Drink Pouring Rights for Peoria Sports Complex and Rio Vista Park
Amendment No. One (1) Date: 1/20/2011

Buyer: Lisa Houg, CPPB

The Contract is being amended as follows:

1. Extend the contract term in accordance with the Contract Special Terms and Conditions, Contract Extension. The above referenced contract shall expire on February 28, 2011. The new contract term is **March 1, 2011 to February 28, 2014** and by mutual written contract amendment, the contract may be extended for up to two (2) additional years, not to extend beyond February 28, 2016.
2. Add the Definitions, Scope, Performance, Consideration, Equipment and Pricing information as per the attached Agreement. In addition, the Postmix Products and Prices, Bottle & Can Products and Prices and Outlets have been added as Attachments. The City acknowledges that the Consideration provided by Pepsi to the City as set forth in the Attachment to this Contract Amendment replaces in its entirety any Consideration provided by Pepsi under the original Contract.
3. Pepsi agrees to limit the annual product increase to no more than 3% for the B&C products and no more than 4% for the Fountain products.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	1/20/11	CHRIS HANSEN-KAM	Bottling Group, LLC
Signature	Date	Typed Name and Title	Company Name
4242 E. Raymond St.	Phoenix	AZ	85040
Address	City	State	Zip Code

Attested By:

Wanda Nelson, City Clerk

Director: J.P. de la Montaignie, Community Services Director

Department Rep: Chris Eason, Sports Complex Manager



CC Number

ACON08406A
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney
 Ellen Van Riper, Assistant City Attorney

The above referenced Contract Amendment is hereby Executed

February 2, 2011 at Peoria, Arizona

Herman F. Koebergen, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 01/05/08)

Official File

A CON 08406A

**Bottling Group, LLC
P06-0063, ACON08406
Contract Amendment #1**

1. Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed (including but not limited to Postmix Products, Packaged Products, LCT, FCBs, FUBs all of which are defined below), within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), (ix) frozen carbonated ("FCBs") and frozen non-carbonated beverages ("FUBs") (FCBs and FUBs, collectively defined as ("FBs"), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Gallons" shall mean the number of gallons of the Postmix Products, LCT, FB purchased by the Customer from Pepsi.

"Outlets" shall mean the existing Customer facilities operated under the Peoria Sports Complex trademarks as listed in attached Exhibit A and shall include any outlet or other facility in the Customer's system that may be opened or acquired by the Customer under those trademarks during the Term (the "Outlets"). Outlets shall include all locations where Beverages are sold at the Peoria Sports Complex, including but not limited to, all athletic stadium facilities and food service, concessions, vending and retail locations. In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. Scope

During the Term, Customer shall purchase Packaged Products and Postmix Products, exclusively and directly from PBC sold under the trademarks of PepsiCo, Inc. or other third party licensor to be sold at the Outlet. In the event that Customer acquires, owns or operates outlets under a different concept and/or trademark during the Term, Customer will purchase B & C Products pursuant to the terms of this Agreement for service in such restaurants and/or Outlets. A current list of Outlets is attached hereto as Attachment C.

3. Performance

This Agreement, including all of PBC's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

- a) The Products shall be the exclusive beverage products of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private.
- b) The Customer shall have brand identification for each Product served on all menu boards at each of the Outlets throughout the Term. This brand identification will be supplied by PBC on an annual basis.
- c) The Customer shall provide to PBC upon execution of this Agreement a list of all Outlets in the Customer's system. The Customer agrees that it shall promptly notify PBC, in writing, of each new Outlet in the Customer's system which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term.
- d) The customer shall make available in all concessions areas, 20oz Aquafina water, along with 20oz: Pepsi, Diet Pepsi, Mountain Dew, Sierra Mist, Pepsi Max, Orange Crush, Lipton Green Tea and 2- 20oz Gatorade selections.
- e) Customer agrees to 19 fountain dispensers for all concessions at the Peoria Sports Complex facility, and agrees to carry Pepsi, Diet Pepsi, Mountain Dew and Tropicana Lemonade only. Customer agrees to carry only a 32oz Pepsi paper cups and 32oz custom plastic souvenir cups or larger in all concessions, except the Kids Zone where customer will be permitted to carry a 16oz Pepsi paper cup.

- f) Customer agrees to placement of three (3) Pepsi Polar Shock slushy machines to be placed in mutually agreed upon concessions locations.
- g) Peoria Sports complex agrees to allow Pepsi Beverages Company advertising on the outfield wall, (8.5' x 16' billboard) based upon availability. 1-10x12 scoreboard sign, 1-4x5 backlit Marquee sign. 1 – Full Page advertisement in “on Deck” spring training magazine. The customer will provide 4 season tickets for all Mariner / Padre Spring training games in the lower section behind home plate and will make available a suite at no charge to PBC for one game based on availability as mutually agreed upon.

4. Consideration

In consideration of the exclusive rights granted to PBC by Customer over the Term of this Agreement, PBC shall provide Customer with the following:

(A) **Annual Support Funds.** Pepsi shall provide Customer with annual support funds, as follows (the "Annual Support Funds"):

Year	Applicable Time Period	Amount	Due Date: within 45 days after:
1	March 1, 2011 – February 29, 2012	\$25,000	Execution of Agreement by parties.
2	March 1, 2012 – February 28, 2013	\$25,000	March 1, 2012
3	March 1, 2013 – February 28, 2014	\$25,000	March 1, 2013

The Annual Support Funds are earned in the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi on a prorated basis based on the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs.

(B) **Volume Incentive Fund.** In any Year in which the Customer purchases greater than 6,000 Cases of Packaged Product from Pepsi, Pepsi will pay the Customer a volume incentive fund in the amount of Six Thousand Dollars (\$6,000) (the "Volume Incentive Fund"). The Volume Incentive Fund, if any, will be paid to the Customer within ninety (90) days after the end of an eligible Year.

- c) Pepsi will provide as available and agreed up between both parties up to four (4) radio van hits during the month of March to promote various opportunities at Peoria Sports Complex.
- d) Pepsi will provide ten (10) banners to Peoria sports complex each year of the contract for promotional purposes. Banners will have either a Pepsi logo or Pepsi offer on them.
- e) 1 Retail promotional opportunity to run Jan – March each year of the contract. Peoria will have to provide deal concept.
- f) 1 On-site sampling event each March during Spring Training

5. Equipment

PBC will loan each Outlet, at no charge, appropriate equipment for dispensing the Beverage Products during the Term ("Equipment") excluding jockey boxes. Customer agrees that the Equipment shall be exclusively used to display and merchandise the Beverage Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products or beverages (including on the exterior of the Equipment including Fountain machines, coolers and vending machines). PBC will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in PBC or its affiliate and all such Equipment will be returned to PBC upon expiration or earlier termination of this Agreement. Each Year during the Term or at PBC's request, Customer shall provide PBC with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to PBC shall be deemed a material breach of this Agreement. PBC does not provide Jockey Boxes or Ice making equipment and will not provide service or installation of ice making equipment. Equipment locations include Peoria Sports Stadium, practice fields and Rio Vista softball facility only. Equipment in clubhouse locations will be separate from this contract.

6. Pricing

The B & C and Fountain Products, which are produced or sold by PBC, shall be purchased by the Customer from PBC at the prices established by PBC from time to time. Price increases will be held to no more than 3% each year for B&C products and 4% each year for Fountain products, over the term of the contract, and must be submitted to Peoria Sports Complex in writing 30 days prior to commencing.

Attachment A
Postmix Products

Pepsi Products 2010



Product Flavors

- Pepsi (12oz, 20oz, 2ltr, 1ltr, 10oz)
- Pepsi Caffeine Free (12oz, 2ltr)
- Diet Pepsi (12oz, 20oz, 2ltr, 1ltr, 10oz)
- Diet Pepsi Caffeine Free (12oz, 2ltr)
- Pepsi Max (12oz, 20oz)
- Wild Cherry Pepsi (20oz, 2ltr)
- Diet Wild Cherry Pepsi (20oz, 2ltr)
- Mountain Dew (12oz, 20oz, 2ltr, 1ltr)
- Diet Mountain Dew (12oz, 20oz, 2ltr, 1ltr)
- Mountain Dew Code Red (20oz)
- Mountain Dew Voltage (20oz, 12oz)
- Hawaiian Punch (12oz, 20oz, 2ltr)
- Mug Root Beer (12oz, 20oz, 2ltr)
- Crush Orange (12oz, 20oz, 2ltr)
- Crush Diet Orange (12oz, 20oz, 2ltr)
- Crush Grape (12oz, 20oz, 2ltr)
- Crush Strawberry (12oz, 20oz, 2ltr)
- Lipton Green Tea w/Citrus (20oz, 1ltr)
- Diet Lipton Green Tea w/Citrus (20oz, 1ltr)
- Lipton Ice Tea with Lemon (20oz)
- Lipton Brisk Sweet Tea (20oz)
- Lipton Brisk Sweet Tea w/Lemon (20oz)
- Lipton Sparkling Green Tea-Berry, Straw-Kiwi, & Diet Straw-Kiwi (20oz)
- Sierra Mist (12oz, 20oz, 2ltr, 1ltr, 10oz)
- Diet Sierra Mist (12oz, 20oz, 2ltr)
- Manzanita Sol Apple (12oz, 20oz, 2ltr)
- Kas Mas Grapefruit (20oz, 2ltr)
- Schweppes Ginger Ale (12oz, 2ltr)
- Schweppes Tonic & Club (10oz, 1ltr)



- 12oz Bottle 24/case
- 16.9oz Bottle 24/case
- 20oz Bottle 24/case
- 1Ltr Bottle 15/case
- 1.5Ltr Bottle 12/case

Aquafina Splash

- 20 oz - 24/case**
- Raspberry
- Wild Berry
- Strawberry-Kiwi
- Grape



Glass 16oz - 12/case

- Sweetened w/ or w/o lemon
- Unsweetened w/Lemon
- White Tea Tangerine
- Green Tea w/Honey
- Raspberry Tea, Peach Tea, and Black Tea



15.2oz - 12/case

- Orange Juice 100%
- Apple Juice 100%
- Ruby Red Grapefruit 100%
- Strawberry Kiwi 100%
- Cranberry
- Cranberry Grape
- Cranberry-Pomegranate
- Blue Berry



- 24/case**
- Fruit Punch, Lemon Lime, Orange, & Blue Raspberry (20oz)
- G2 - (20oz & 32oz) Fruit Punch, Grape, Orange, Lemon-Lime, Glacier Freeze
- Allstars (12oz)- Berry & Lemon Lime

Propel Fit Water

- 20oz - 24/case**
- Berry,
- Black Cherry,
- Blueberry Pomegranate



20oz Plastic Bottle

- Smoothie**
- Strawberry Banana
- Black and Blue Berry Brew
- Pina Colada
- Orange Cream
- Strawberry Daiquiri
- VitaBoom**
- Cranberry Grapefruit
- Orange Carrot
- Energize**
- Mango Melon
- Green Tea
- Citrus Energy
- Power Fruit Punch
- Lean**
- Honey Green Tea
- Fuji Apple Cranberry
- Raspberry Lemonade



AMP Energy

- 16 oz Can - 12/case**
- Amp & Amp Sugar Free
- Amp Overdrive - Cherry
- Amp Re-launch - Orange
- Amp Elevate - Berry
- Amp Traction - Grape
- Amp Black Tea
- Amp Green Tea
- Amp Lighting Lemonade



Frappuccino

Glass Bottle 12/case

- 9.5oz & 13.7oz**
- Frappuccino Coffee
- Coffee Mocha & Mocha Lite
- Coffee Vanilla
- Coffee Dark Choc Mocha
- Coffee Caramel-(9.5oz only)

Starbucks Doubleshot

Energy Coffee 15oz

- Energy Coffee
- Energy Coffee Mocha
- Energy Coffee Vanilla
- Energy Coffee Cinn Dulce



Starbucks

Double Shot 6.5oz Can

12/case

- Sobe Life Water**
- 20oz Bottle**
- Passion-Citrus
- Strawberry-Kiwi
- Goji-Melon
- Yuzu Black Currant
- Agave Lemonade

16oz Can

- Rockstar Energy (8oz & 16oz),
- Rockstar Sugar Free (8oz & 16oz),
- Rockstar Zero Carbs
- Rockstar Juiced Guava
- Rockstar Juiced Mango Orange
- Rockstar Juiced Pomegranate
- Rockstar Punched
- Rockstar Punched Citrus



16oz Can

- No Fear
- No Fear Sugar Free
- Bloodshot
- Motherload

Attachment B
Bottle & Can Products and Prices



Peoria Sports Complex

Pricing Attachment B

- 20oz CSD pricing of \$18.00 per 24 pack case
- 20oz Aquafina pricing of \$15.00 per 24 pack case
- 20oz Gatorade pricing of \$21.00 per 24 pack case
- BIB Core Pepsi Brands - \$12.75 per gallon
- Dr. Pepper BIB - \$14.50 per gallon
- Tropicana Lemonade - \$13.75 per gallon

***** \$25,000 Sponsorship Funding**

*****\$6,000 Growth Fund greater than 6,000 cases*****

Chris Hansen
Key Account Manager
PBC- Pepsi Phoenix
(602)437-7028

Attachment C
Outlets

PSC Pepsi Equipment

Stand Name	# Points of Sale	Products	# Fountain Machines
Left Field	6	Fountain/Contours	2
3rd Base	10	Fountain/Contours	4
Homeplate	11	Fountain/Contours	4
1st Base	10	Fountain/Contours	4
Right Field	6	Fountain/Contours	1
Center Field	8*	Fountain/Contours	3**
Club Level	4	Fountain/Contours	1
In-Seat Vending	6-12	Contours	0
Randy Jones BBQ	4	Contours	0
Sleek Greek	4	Contours	0
West Coast Left Field	2	Contours	0
West Coast Center Field	2	Contours	0
AZ Nut Company	2	Contours	0
Bullpen Sausages	4	Contours	0
Triple Play Tacos	2	Contours	0
Rona and Ritas	2	Contours	0
Third Base Pub	1	Contour Water Only	0
First Base Pub	1	Contour Water Only	0
Funugyz Lounge	3	Contour Water Only	0

* If renovation of Center Field takes place before 2011 season, otherwise 4

** If renovation of Center Field takes place before 2011 season, otherwise 2



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P06-0063 Page 1 of 1
Description: Soft Drink Pouring Rights for Peoria Sports Complex and Rio Vista Park
Amendment No. Two (2) Date: 6/19/2013

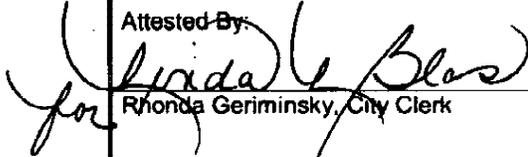
Buyer: Lisa Houg

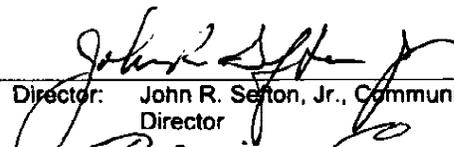
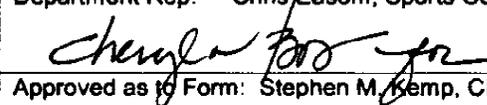
The Contract is being amended as follows:

1. Extend the contract term in accordance with the Contract Special Terms and Conditions, **Contract Extension**. The above referenced contract shall expire on February 28, 2014. **The new contract term is March 1, 2014 to November 30, 2015. There are no remaining contract extensions, this is the final term of the contract.**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

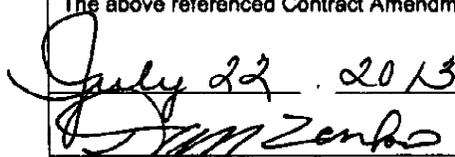
	6/24/13	Chris Hansen	Pepsi Bottling Group, LLC
Signature	Date	Typed Name and Title	Company Name
4242 E. Raymond St.		Phoenix	AZ 85040
Address		City	State Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

	Director: John R. Seton, Jr., Community Services Director
	Department Rep: Chris Easom, Sports Complex Manager
	Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
ACON08406B
Contract Number

The above referenced Contract Amendment is hereby Executed
July 22, 2013 at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File

A CON 08406B