




**PROPOSAL**

**NRH20 / City of North Richland Hills**  
7301 N.E. Loop 820  
NRH, TX 76180

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**North Richland Hills**

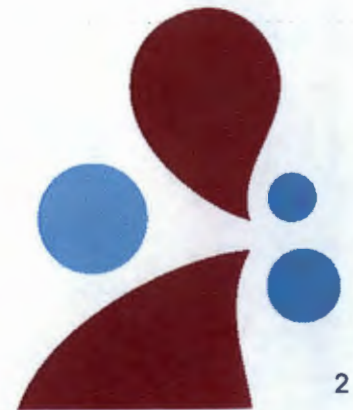
**NRH**  
City of Choice

A decorative graphic on the right side of the page consisting of several light blue water droplets of various sizes and shapes, some overlapping. The largest droplet is at the bottom, with several smaller ones above and to the right of it.

**RPF 2015-007**

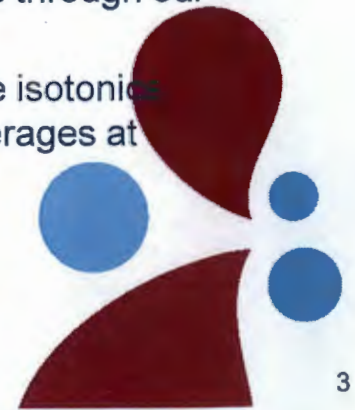
- The Dr Pepper Snapple Group is extremely appreciative for the opportunity to present a Vending proposal to The City of North Richland Hills.
- We look forward to a continuing long term mutually beneficial relationship.

**Thank you for this opportunity.**



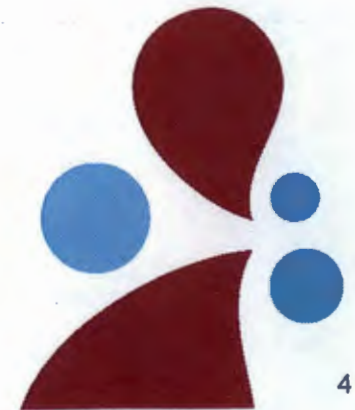
**Dr Pepper Snapple Group (DPSG) will propose the following:**

1. DPSG will provide national account pricing on all products including cups and beverage products.
2. DPSG will provide materials and point of sales promotional items as agreed on by both parties.
3. DPSG will provide equipment needs for each location.
4. DPSG will provide equipment service and support to all equipment at no cost to the NRH20.
5. DPSG will provide complimentary product of 50 (12oz) cases per year at an estimated value \$1,000.00 to be used for special events at NRH20 and DPSG will provide a trailer(s) or any specialized cooling equipment (i.e. barrels or ice chests) needed for such events. Additional product may be purchased from DPSG at contractual pricing for such events.
6. DPSG will pay a cash sum of \$15,000.00 payable to NRH20 each contract year for advertising and marketing. Such funds to be used at the discretion of the City of NRH.
7. DPSG will run an On Can Promotion for NRH20 with a minimum of 100,000 cans at an estimated value of \$10,000.00 each contract year.
8. DPSG will include NRH (specifically NRH20) in a minimum of 50 radio spots per year at an estimated value of \$15,000.00. The message will consist of media tags, promo spots through our radio partners (already placed through our agency) and/or radio remotes/van hits.
9. DPSG will be the exclusive bottling company for all/any soft drink products to include isotonic bottled waters, energy drinks, teas, juices or other carbonated, non-carbonated beverages at NRH20.



**City of NRH obligations:**

1. DPSG will be the exclusive bottling company for all/any soft drink products to include isotonics, bottled waters, energy drinks, teas, juices or other carbonated and non-carbonated beverages at NRH20.
2. NRH20 will place DPSG logo on all promotional written materials and special event materials that have been approved by DPSG (i.e. brochures, website and sponsor boards).
3. NRH20 will provide 400 complimentary tickets for NRH20 family water park per year to DPSG to use at our discretion.
4. DPSG would ask that the City of NRH entertain the placement of Full Service vending machines in other city facilities that are not directly considered in this proposal. With Full Service Vending commissions, it would create an increase of cash revenue to the city that is not included in this proposal.



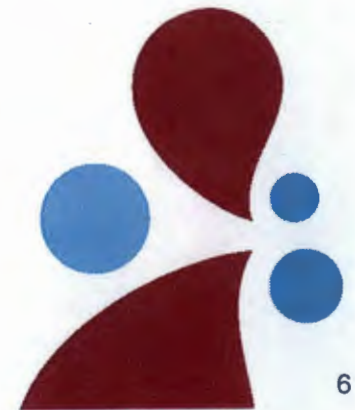
**TERMS: FIVE YEARS**

	<u>Proposal Value Per Year</u>	<u>Proposal Five (5) Years Value</u>
<b><u>Sponsorships:</u></b>		
• NRH20	\$15,000.00	\$ 75,000.00
<b><u>Promotional Advertising:</u></b>		
• On can promotion value	\$10,000.00	\$ 50,000.00
• Radio spots value	\$15,000.00	\$ 75,000.00
• Free product (12oz) value	<u>\$ 1,000.00</u>	<u>\$ 5,000.00</u>
<b>Total =</b>	<b>\$26,000.00</b>	<b>\$130,000.00</b>
<b>Total =</b>	<b>\$41,000.00</b>	<b>\$205,000.00</b>
<b>Total value of proposal=</b>		<b>\$205,000.00</b>



## Contacts:

	<u>Office Phone</u>	<u>E-MAIL</u>
• Brenda Agee (For orders)	(972) 721-8130	brenda.agee@dpsg.com
• Bennie Robinson (Delivery Issues)	(972) 721-8209	bennie.robinson@dpsg.com
• Billy Chapman (Dept. Manager)	(972) 721-8198	billy.chapman@dpsg.com
• Carroll Hanning (Dept. Director)	(972) 721-8191	carroll.hanning@dpsg.com
• Vending Repair	(214) 330-0491	

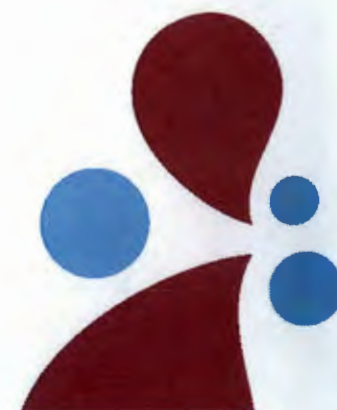


**References:**

Babes Restaurants (DFW)  
733 Ft. Worth Dr. STE 101  
Denton, TX 76201  
**Joel Vinyard 214 - 535-0512**

Legends Hospitality @ Cowboys Stadium  
One Legends Way  
Arlington, TX 76011  
**George Wasai: (817) 892-4504**

Levy Restaurants@ American Airlines Center  
2500 Victory Ave  
Dallas, TX 75219  
**Derek Campbell (214) 665-4771**



**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of Texas County of Dallas

Billy Chapman verifies that:  
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of Dr Pepper / Snapple Group, has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

Billy Chapman  
SIGNATURE

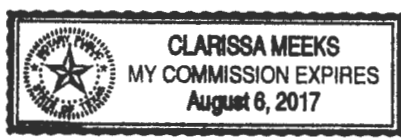
Billy Chapman  
PRINTED NAME

Subscribed and sworn to before me this  
6 Day of March 2015.

Clarissa Meeks  
NOTARY PUBLIC in and for

Dallas County, Texas.

My commission expires: 8/6/17



**THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Dr Pepper Snapple Group Inc. 5301 Legacy Drive Plano TX 75024 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> The Insurance Co of the State of PA		19429
	<b>INSURER B:</b> New Hampshire Ins Co		23841
	<b>INSURER C:</b> National Union Fire Ins Co of Pittsburgh		19445
	<b>INSURER D:</b> Illinois National Insurance Co		23817
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570056974796      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL2047531	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA3814796	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC028234539 Worker's Comp (AOS) SIR applies per policy terms & conditions	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
City of North Richland Hills - NRH20 is included as Additional Insured/vendor with respects to General Liability policy.

<b>CERTIFICATE HOLDER</b>  City of North Richland Hills - NRH20 9001 Boulevard 26 (SH26) N. Richland Hills North Richland Hills TX 76180 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Southwest Inc</i>
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Holder Identifier : A

Certificate No : 570056974796





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Dr Pepper Snapple Group Inc.	
POLICY NUMBER See Certificate Number: 570056974796			
CARRIER See Certificate Number: 570056974796	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC028234540 Worker's Comp (IL,KY,NC,I SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
B		N/A		WC028234541 Worker's Comp (NJ,PA) SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
B		N/A		WC028234542 Worker's Comp (AZ,GA,VA) SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
C		N/A		WC028234543 Worker's Comp (CA) SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
D		N/A		WC028234544 Worker's Comp (FL) SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
B		N/A		WC028234545 Worker's Comp (MA,ND,WA,I SIR applies per policy terms & conditions	10/01/2014	10/01/2015	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - VENDORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</b>	<b>Your Products</b>
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to Section III – Limits Of Insurance: If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.