

THE CITY OF JEFFERSONVILLE PARKS AUTHORITY



REQUEST FOR PROPOSAL (RFP)

2016

RIVERSTAGE EVENT

BEER BEVERAGE CONCESSIONS OPPORTUNITY

**The City of Jeffersonville Parks Authority
Request of Proposal (RFP)**

2016 Beer Beverage Concessions at RiverStage Events

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Section A

General Information

A1. This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Jeffersonville Parks Authority for a seasonal beer beverage concession operator at the RiverStage events. The Authority is seeking and will select a concessionaire that best demonstrates the ability to provide innovative, vibrant, affordable and reliable services to downtown patrons while paying reasonable concession fees to the City of Jeffersonville. The Authority reserves the right to approve or disapprove any proposed business activity. The City of Jeffersonville or the Authority will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor's response to this RFP.

If you are awarded a Concessions Agreement, concession rights may not be sold, transferred or given to anyone else. You must operate the concession awarded to you.

Seasonal Concessions is limited to the following City of Jeffersonville park location:

- **RiverStage** – located at the foot of Spring Street along Riverside Drive (100 W. Riverside Drive, Jeffersonville, Indiana) near the OverLook and Terraced Lawn area.

Note: A Concessions Agreement provides the concessionaire during the duration of the contract the right to be included as a City contracted vendor in selected Special Events held at the RiverStage. Additional details are contained within the Sample Concessions Agreement below.

A2. RFP Selection Process and Schedule

The department's proposed schedule for review of the RFP's submittals and final selection of the contractor is as follows:

May 27, 2016

June 13, 2016

RFP Packages Available

RFP Submittal Deadline: 10:00 a.m.

A3. Terms and Definitions

The following terms are used in this RFP:

- City:** The City of Jeffersonville, Indiana, and/or the staff of the City
- Authority:** The City of Jeffersonville Parks Authority, Department and/or the staff of
- Vendor, Contractor or Concessionaire:** Mobile/free standing/portable food service provider, retailer or restaurant owner that desires to utilize the RiverStage area for their business operations
- Contract or Agreement:** The contract or agreement (Attachment A) between the City of Jeffersonville Parks Authority and selected vendor resulting from this RFP.
- Proposal:** A response to this RFP which includes the submittal elements as outlined in Section B.
- RFP:** This Request for Proposal for beer beverage to operate at the RiverStage area.

Section B

Requirements and General Specifications

B1. RFP Requirements

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. All proposals must be submitted in paper.
2. Please include your name, business name, business address, email address, phone number and fax number.
3. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person.
4. The proposal must be signed by an official who is legally authorized to bind the organization.
5. Complete, sign and submit all RFP forms provided by the Department.
6. To be evaluated, a proposal must completely answer each question of the Questionnaire which begins on Page 12.
7. Provide all references and materials required by the RFP instructions and Questionnaire within.
8. Joint proposals may be submitted.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Les Merkley, Corporation Counsel, at Imerkley@cityofjeff.net. Questions regarding the RFP process should be addressed to Les Merkley, Corporation Counsel, at Imerkley@cityofjeff.net. Telephone inquiries or questions will not be accepted. The deadline for inquiries or questions is 4:00 p.m. on Wednesday, June 8, 2016.

Submittal Instructions: Proposals must be submitted no later than 10:00 a.m. on Monday, June 13, 2016.

Proposals (original and nine copies) must be mailed or delivered to:

City of Jeffersonville

ATTN: Les Merkley – **2016 RiverStage Beer Beverage Concessions Opportunity RFP**

500 Quartermaster Ct., Suite 250

Jeffersonville, IN 47130

B2. RFP Proposals

- Proposals should be prepared simply, providing a straightforward, concise description of the applicant's capabilities to satisfy the requirements of the request.
- All proposals submitted must be submitted in paper form. Proposals are being submitted must consist of one original and nine copies.
- Proposals must completely answer each question in the questionnaire, which begins on Page 12.

- Applicants are strongly encouraged to visit the desired site prior to submitting a proposal. The RiverStage event area is located at the foot of Spring Street along Riverside Drive.
- The contract will be awarded for one season only – the 2016 season with possible renewals for subsequent years.
- The successful bidder will be expected to abide by all State laws, County laws, City ordinances, all business licensing requirements, City of Jeffersonville insurance requirements, and Indiana State Department of Public Health Food Service requirements.
- All proposals become the property of the City of Jeffersonville.

B3. Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon issuance of your concession agreement:

Insurance Coverage and Proof of Policy – The concessionaire/contractor shall obtain and maintain for the duration of the agreement, policies of comprehensive general liability insurance with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best’s rating of A VII and authorized to do business in the State of Indiana. The insurance policy shall be written on an occurrence basis. The City of Jeffersonville and the City of Jeffersonville Parks Authority shall be named as Additional Insured and a copy of the Additional Insured Endorsement naming the City and Authority as Additional Insurance shall be attached to the Certificate of Insurance. The Certificate of Insurance and Additional Insured Endorsement shall be filed with the City and Authority a minimum of two weeks prior to the contractor providing services.

Health and Alcohol Permit – It will be the contractor’s responsibility to contact, arrange and comply with specific Clark County Health Department and Indiana Alcoholic Beverage Commission requirements, where applicable, for proposed concession site(s). It is the responsibility of the contractor to verify adequate water and electrical service is available to support the requirements and equipment they intend to operate at a particular location. Any modifications or improvements to the concession area shall be at the sole expense of the successful contractor and will require advance written approval from the Authority prior to commencement. Not all improvements requested may be approved. A copy of a current Clark County Health Department and/or Alcohol Beverage permit must be provided to the Authority prior to opening.

Contract Agreement (Not Lease) - The contractor understands and agrees Authority will only grant concessions by contract and not by lease. Concession agreement(s) will only confer permission to occupy and use the premises described for the purpose of beer beverage concessions. A successful contractor’s expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. Authority will only grant a successful contractor an individual, revocable and non-transferable privilege of use in the premises for the concession granted. A sample, “Agreement for Concessions” is included for review.

Minimum Concession Fee – The concession opportunity is for the remainder of the 2016 RiverStage season from June 17th (if all contract requirements have been received, reviewed and accepted in time) through September 11th. The minimum concession fee shall be twenty-five (25%) of the Concessionaire’s “gross revenues” received by the Concessionaire from sales at the concession.

B4. Proposal Evaluation and Selection

A panel of City staff will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Authority regarding the award.

The criteria contained within the attached questionnaire will be used to evaluate RFP submittals. Evaluation/review will be of proposals which:

1. Answer and complete the requirements detailed within the attached questionnaire
2. Provide the longest duration of concession operating hours
3. Provide the best and most days and hours of operation
4. Provide the best products to be offered – prices, quality and value
5. Provide the most concession experience and meet or exceed the minimum number of positive references required
6. Meet professional appearance, vibrancy, quality of unit/business, character/theme attributes, and cleanliness standards
7. Meet licensing and insurance requirements
8. Meet the minimal amount of Concession Fee outlined above. An offer can be made which exceeds the Concession Fee amount listed.
9. Preference may be given to Jeffersonville businesses.

Section C

Sample Agreement, Maps and Proposal Questionnaire

C1. Sample Agreement – Agreement for Concessions

SAMPLE AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF JEFFERSONVILLE PARKS AUTHORITY, a municipal corporation, hereinafter referred to as “Authority,” and _____, hereinafter referred to as “Concessionaire.”

WITNESSETH:

The Authority hereby grants to the Concessionaire the right, license and privilege to operate a beer beverage concession at the Jeffersonville RiverStage event area in the manner and for the purpose hereinafter specified.

The following terms, conditions and covenants shall govern this Agreement:

ARTICLE 1. GRANT OF CONCESSION

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concession area of the RiverStage located at 100 West Riverside Drive, Jeffersonville, Indiana. Concessionaire shall engage in the business of selling and/or serving beer beverage. All items must be preapproved. After approval, any new items must be approved by the Parks Director with at least two business day notice. Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

ARTICLE 2. TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning _____ (tentatively June 17), 2016 and ending _____ (tentatively September 11), 2016.

ARTICLE 3. LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain and maintain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire must obtain and maintain proper Alcohol, Food and/or Health Permits from all applicable agencies, including from the Indiana Alcoholic Beverage Commission and the Clark County Health Department.

Any modifications or improvements to concession areas required by Clark County Public Health Department or the Indiana Alcoholic Beverage Commission or any modifications or improvements desired by the Concessionaire shall be installed at the sole expense of the Concessionaire and requires advance writing approval from the Parks Director. It is the responsibility of the Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the Authority upon completion of installation; provided the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

ARTICLE 4. PAYMENT FOR CONCESSION FEES

Concessionaire shall pay to the Authority a Concession Fee of _____% of Concessionaire's "gross revenues" received by Concessionaire from sales at the concession. Concessionaire shall pay the Concession fee no later than seven (7) days after each event. Such payment shall be made to the Department of Finance, City of Jeffersonville, 500 Quartermaster Court, Jeffersonville, Indiana.

ARTICLE 5. INDEPENDENT CONTRACTOR

It is understood and agreed this is not a contract of employment and the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by Concessionaire are and shall be deemed the employees of concessionaire and in no manner employees of the Authority. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

ARTICLE 6. INSURANCE

Concessionaire shall obtain and maintain consistently for the duration of this agreement, policies of comprehensive general liability insurance coverage with combined singles limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Indiana. The insurance policies shall be written on an occurrence basis. The City and Authority shall be named as an Additional Insured and a copy of the Additional Insured Endorsement naming the City and Authority as Additional Insured shall be attached to the Certificate of Insurance. Certificate of Insurance and Additional Insured Endorsement shall be filed a minimum of two weeks prior to opening with the City and Authority prior to the vendor providing services.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

Concessionaire shall defend, indemnify and hold the Authority, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Concessionaire and the Authority, its officers, officials, employees, and volunteers, the Concessionaire's liability hereunder shall be only to the extent of the Concessionaire's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 8. RESPONSIBILITIES OF PARTIES CONCERNING THE CONCESSION

Concessionaire shall be responsible for providing:

- a) All equipment necessary for the operation of the Concession, including but not limited to all bar service equipment necessary to provide efficient service for its patrons, including plastic or paper products;
- b) All bar service logistics, including storage, ice, coolers and tents;
- c) Sufficient TIPS trained and certified personnel to provide appropriate service to the public;
- d) A security plan for operation of the Concession, including age and identification checks of Patrons, wristbands to identify those patrons who have passed the identification check, coverage of the entrances and exits to and from the Alcohol Consumption Area crowd surveillance; and
- e) Keeping the Alcohol Consumption Area clean and clear of trash during the Concession period.

Authority shall be responsible for providing:

- a) Access to and use of the Alcohol Consumption Area;
- b) Fencing or other appropriate barriers around the outside of the Alcohol Consumption Area;

- c) Admittance or entry credentials for Concessionaire's staff so that the staff can operate the Concession; and
- d) Trash receptacles for Concessionaire's use.

ARTICLE 9. TERMINATION OF AGREEMENT

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the Authority shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

ARTICLE 9. EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

ARTICLE 10. SUCCESSORS AND ASSIGNS

The Concessionaire shall not assign, transfer or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the Authority.

ARTICLE 11. NONDISCRIMINATION

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible or resulting from this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONCESSIONAIRE

By: _____
 Signature

 Printed Name

 Title

 Date

CITY OF JEFFERSONVILLE PARKS AUTHORITY

By: _____
 Signature

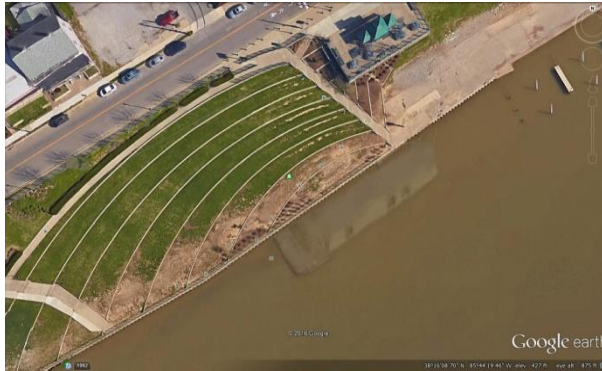
 Printed Name

 Title

 Date

C2. Maps – Aerial Map and photographs of the area are provided below (You are encouraged to visit the event area prior to submitting your proposal):

RIVERSTAGE (Below) – 100 West Riverside Drive in Jeffersonville, Indiana



C2. Questionnaire

2016 RIVERSTAGE EVENT BEER BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 1 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

Instructions

This form must be used to complete the questionnaire. If any additional space may be needed or attachments are required, any additional pages and documents must be numbered to reference the number of the requirement/question below. Attachments/documents not properly connected and/or numbered to match the question number from below, will not be reviewed. Arrange your supplemental pages so they are attached in sequential order after the questionnaire pages.

1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP SUBMITTING THIS PROPOSAL:

2. YOUR NAME AS THE PERSON RESPONSIBLE FOR SUBMISSION OF THIS BUSINESS PROPOSAL:

Name: _____ Title: _____

Phone: _____ Email Address: _____

Address: (if different from above): _____

City: _____ State: _____ Zip: _____

3. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Address: _____

City: _____ State: _____ Zip: _____

4. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS AGREEMENT:

Name: _____ Title: _____

Phone: _____ Email Address: _____

Address: (if different from above): _____

City: _____ State: _____ Zip: _____

5. TYPE OF ORGANIZATION:

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, ext. Explain any details or factors needed to clarify your organizational and financial structure:

6. EXPERIENCE IN BUSINESS:

How long has this organization you propose to operate on city property been in business?

_____ years

How long have you personally had experience in this industry? _____ years

2016 RIVERSTAGE EVENT BEER BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 2 of a 7 page questionnaire that must be fully completed and returned as part of your proposal

7. CLIENT REFERENCES:

Please provide Information about three similar clients for whom you currently provide concession services.

CLIENT REFERENCE #1

Name of client (company/organization and individual): _____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

CLIENT REFERENCE #2

Name of client (company/organization and individual): _____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

CLIENT REFERENCE #3

Name of client (company/organization and individual): _____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

2016 RIVERSTAGE EVENT BEER BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 3 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

8. BUSINESS OR FINANCIAL REFERENCES:

Please provide two financial or business references. These can include financial institutions, suppliers, insurance companies, etc. Please do not use the same references for both Client References and Business References.

BUSINESS OR FINANCIAL REFERENCE #1

Name of organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Describe the business or financial relationship:

BUSINESS OR FINANCIAL REFERENCE #2

Name of organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Describe the business or financial relationship:

9. EXISTING BUSINESS AND PROPOSED DESCRIPTION OVERVIEW

Provide an overview of your existing and proposed business, services and/or products (additional details on products and a menu will be sought in more detail in Question #13 below). For example, describe the type of business you are, the type of operation you're proposing, the menu or products you do or will offer, any unique elements that sets your business apart and makes it unique, challenges your business faces or overcomes, any customer service elements that makes your business special, and describe any healthy aspects of your business. Your description should provide an encompassing overview of your business philosophy and business theme. Preference will be given for proposals offering interesting, vibrant, healthy, gourmet or ethnic products with an emphasis on quality offered in an attractive, appealing and professional manner.

2016 RIVERSTAGE BEEN BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 4 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

10. PROPOSED APPEARANCE OF EQUIPMENT

Please provide a written description below of the visual appearance of any equipment to be used including a cart, retail equipment and seating. Pictures of your proposed equipment are required and will help in the selection process. Attach photographs of any current cart(s) or past operations. Insert photograph(s) on a separate piece of paper and place the paper immediately following this specific page. Please be aware preference will be given to vendors with tidy, compact, attractive presentable equipment and to businesses offering an inviting, appealing and professional appearance. If you plan to use an awning or umbrella, your proposal photographs must include a picture of the awning and/or umbrella(s). One 10 x 10 tent (secured with weights) is permissible. Unattractive awnings or umbrellas are not, nor are tents, awnings and umbrellas with unacceptable advertising. All equipment used must be organized/presented in a complete business, attractive and professional manner. Your description, proposal and photographs must convey you meet these requirements. Operators and or businesses who simply place ice chests, supplies and equipment on the ground will not be considered. **Attach additional pages if additional space is needed.**

11. PROPOSED USE OF SPACE

Attach additional pages if additional space is needed. Provide an overview of how you would specifically propose utilizing the space. Describe the layout of the area in writing. Provide a detailed list of all equipment to be located on-site. Include the exact weight or closely estimated weight of each piece of equipment and furniture. The area is limited to a weight of 2000 pounds or less. Provide a proposed floor plan of the space. Photographs of the space are included within the Request for Proposal (above).

2016 RIVERSTAGE BEER BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 5 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

12. PROPOSED PRODUCTS, RETAIL AND PRICE DETAILS

Please describe in detail the type and features of the menu or products to be offered. For food items, Include portion sizes. Provide prices for each without sales tax. Use the spreadsheet below to complete this task or attach a menu (a sample menu is sufficient). Use the format provided below for business proposing the sale of any items, including retail, food and beverages. Provide information on each category requested. Attach additional page(s) if needed. For business proposing use of the area for expanded restaurant seating area, provide a menu of the existing, primary restaurant. Describe below the home restaurant proximity to the Life Station rooftop and how use of the area will enhance your existing business.

[illegible][illegible]

2016 RIVERSTAGE BEER BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 6 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

14. PROPOSED EMPLOYEE ATTIRE – Not only must business equipment project a professional and complementary appearance, staff must appear professional as well. Preference is given to a concessionaire who provides employee uniforms. How will your employees be attired? Provide a written description below and attach photograph(s).

16. PROPOSED HOURS OF OPERATION - What times during the scheduled events will you operate your concession?

17. PARKING – What are your parking needs for you and/or your employee(s)? How do you plan to provide parking?

18. UTILITIES – What are your utility needs (water, power, etc.), if any?

2016 RIVERSTAGE BEER BEVERAGE CONCESSIONS OPPORTUNITY REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 7 of a 7 page questionnaire that must be fully completed and returned as part of your proposal.

19. STATE OF INDIANA ALCOHOLIC BEVERAGE PERMIT

Does your organization have a valid alcoholic beverage permit to operate the concession?

Circle: YES or NO

If yes, attach a photocopy of your ABC Permit to this packet.

PLEASE BE ADVISED: YOU WILL BE ASKED TO PRESENT A CURRENT COPY OF A VALID ABC PERMIT PRIOR TO BEING AWARDED AN AGREEMENT

20. CLARK COUNTY PUBLIC HEALTH

Does your business require a Health Permit from Clark County Public Health?

Circle: YES or NO

Does your business have a current Health Permit, if required?

Circle: YES or NO

If yes, attach a photocopy to this packet. If no, by when would it be possible for a permit to be obtained?

21. **FINANCIAL PROPOSAL** - Based on your expert experience in the beer beverage concessions business and after having,

- thoroughly read the enclosed contract and RFP documents
- had an opportunity to ask the department any questions
- visited the RiverStage event area
- sought needed legal and financial advice, if any
- researched applicable laws, ordinances, statutes and regulations,

you are hereby making the following firm and irrevocable offer to pay concession fees as shown below:

PROPOSAL

I am proposing use of the RiverStage event area for a business of beer beverage concession for the duration of (date) _____, 2016 to (date) _____, 2016. I agree to the Concession Fee(s) of _____% of net revenues payable to the Authority after each event.

Submitted By (Write in Company Name): _____

Signed: _____ Date: _____, 2016

Print Name: _____ Title: _____