

REQUEST FOR PROPOSALS



Forney Parks & Events Department is requesting proposals for:

ALCOHOL BEVERAGE SERVICES AT SPECIAL EVENTS

RELEASE DATE: August 8, 2019

RESPONSE DUE: August 29, 2019



Request for Proposal (RFP) Alcohol Beverage Services at Special Events

1.0 SUMMARY

1.1 Request for Proposals: Firms with proven experience and expertise performing **Alcohol Beverage Services at Special Events** are invited to submit profit sharing proposals to provide the operation and management of the sale of alcoholic beverages at designated events within the City of Forney.

1.2 The Request for Proposal (RFP) does not constitute a contract for services performed or to be performed. Following the selection of the successful bidder (hereafter referred to as “Contractor”), the City of Forney (hereafter referred to as “City”), and the Contractor will negotiate a contract including a scope of services.

1.3 Services to Be Performed: The Contractor’s services will consist of a single company capable providing operation and management of necessary equipment, employees, sales items, sales receipts and reports, permits, furnishings and all other materials required for the full operation of beverage and alcohol stands at special events, as specified within this RFP.

1.4 Information release: All proposers are hereby advised the City of Forney may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release the City of Forney, its members, and its agents and designees from all claims arising from such activity. Proposals submitted shall be considered part of the public record.

1.5 Notice to all Respondents: During the bid process it is forbidden to communicate information regarding this bid packet with other members of City Staff (except those staff members listed as the contact person(s) for the bid). It is also forbidden to communicate information regarding this bid packet with any elected, or appointed, official representing the City of Forney. By doing so, you risk immediate disqualification for this bid.

2.0 BACKGROUND

2.1 City Profile: Forney has been described as a community defined less by boundaries on a map than by the sense of shared values held by residents. Forney strives to balance its pioneering past with the forward-thinking vision of the future, maintaining a vibrant family-centered lifestyle, helping entrepreneurs reinvent its historic downtown, continuing to invest in new parks, trails and roads, and attracting the amenities its growing population demands.

Although Forney may be considered a small community, it offers big options when it comes to recreation and events. Our 127-acre community park boasts multiple sporting fields, playgrounds, trails and the 5,000 seat Spellman Amphitheater. The City currently hosts several



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events, festivals and concerts throughout the year, and is planning for that number to continue to increase over the upcoming years.

2.2 City's Purpose of Project: The purpose of the project is to provide the sale of alcoholic beverage to event patrons of designated events within the City of Forney. With a profit sharing plan in place the city would hope to offset event costs with a portion of the gross sales.

2.3 Information to be provided to Contractor by the City: The City will provide the Contractor with event dates, times and locations and the general scope of each event.

3.0 ENVISIONED SCOPE OF PROJECT

3.1 Scope: The Contractor will have exclusive rights to the sale of beer, wine and other alcohol during the specified City of Forney events. The selected operator is also encouraged to offer soft drinks. However, food trucks and other vendors also operating in the park will also be allowed to sell non-alcoholic drinks to their customers.

3.1 GENERAL

- a. City of Forney Special Events**
- b. Operation and Management**
- c. Equipment**
- d. Furnishings**
- e. Signage**
- f. Employees**
- g. Sales Items**
- h. Receipts and Reports**
- i. Permits**

3.2 SPECIFICATIONS

- a. City of Forney Special Events**
 - i. Forney BBQ Cook-off & Festival: Held the first weekend of June at the Forney Community Park (241 South F.M. 548 | Forney, TX 75126). This two-day event features 50+ BBQ teams from all over the state, vendors, bbq sampling, and live music featuring local, regional and national acts. This free event was added in 2015 and continues to grow each year. The estimated attendance of this event is 5000 patrons.
 - ii. Independence Day Celebration: Held at Forney Community Park (241 South F.M. 548 | Forney, TX 75126) the Saturday before July 4th, this event is currently the longest running and largest event produced by the City of Forney. This free community event features live music, bounce houses, food



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trucks and a renowned fireworks display. This event is on its 12th year and has an annual attendance of 25,000-30,000 patrons.

- iii. Summer Music in the Park Series: With the opening of the Spellman Amphitheater at Forney Community Park (241 South F.M. 548 | Forney, TX 75126) in 2012 the City of Forney started holding an annual summer music series. The season currently consists of 6 free regional concerts with an attendance of 800-1200 patrons.
 - iv. Spellman Amphitheater Ticketed Concerts: Starting Fall of 2019 the City of Forney will be using the Spellman Amphitheater at Forney Community Park (241 South F.M. 548 | Forney, TX 75126) for 3 annual ticketed concerts. Capacity of the Spellman Amphitheater is 5000.
- b. Operations and Management:** The Contractor will work with the City of Forney to determine the number of and location of service areas with in the event grounds for each event. This City of Forney will have the final approval of number, location and hours of service areas. The Contractor will be responsible for the set-up, tear-down and management of each location.
- c. Equipment:** The Contractor is responsible for providing, at their sole expense, all items necessary to provide onsite sale of alcohol. The selected Contractor shall be responsible for the items' upkeep, maintenance, repairs and replacement. All items purchased by the Contractor shall remain the property of the Contractor. The contractor is responsible for the setup, tear down and clean-up of all equipment used and shall remove said equipment from the event grounds within 48 hours of the conclusion of every event.
- i. POS
 - ii. Tents or canopy's
 - iii. Tables and chairs
 - iv. Coolers or troughs for beverage sales
 - v. Bars or beverage stands
 - vi. Golf carts or mode to transport product from parking lot to the beverage station
- d. Furnishings:** The Contractor is responsible for providing all furnishings unless otherwise negotiated before the event. Examples include custom event cups or sponsored product.
- i. Utensils
 - ii. Beverage serving ware
- e. Signage:** All prices shall be prominently posted at each serving location.
- f. Employees:** Contractor is responsible for providing the necessary trained staff and personnel for each event. All staff will be required to wear a uniform, festival t shirt and or credential for identification purposes. Apparel and personal cleanliness shall be suitable and in keeping with the atmosphere associated with the proposed operation



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- d. Sales Items:** The contractor will be the exclusive seller of alcohol on the event grounds at the previously listed events. List of brands sold, and prices are to be negotiated. Prices and brands should reflect market trends and should be comparable to similar events. The vendor is solely responsible for the delivery and handling of alcoholic beverages. Glass containers are not permitted.
- e. Receipts and Reports:** Contractor is responsible for maintaining a system of tracking sales. Contractor shall provide the City, immediately following the event, the statements showing gross sales and reports including the number of units of each item sold at each designated location and for what cost. The contractor shall provide the City, no more the 30 days following the event, a post event report including all sales numbers and plans or ideas for the future of the event.
- f. Permits:** The contractor is responsible for securing all licensing and permits to ensure all sales and product conform to local, state and federal codes and requirements. The contractor shall maintain current knowledge of the City of Forney ordinances regarding the sale of alcohol.

3.3 CITY PROVIDED SERVICES

The City will provide the following equipment and services for City events to the selected contractor.

- a. Utilities –** The City will provide power to beverage stations for cash registers and lights, if needed by vendor.
- b. Dumpster –** The City shall provide and service a dumpster(s), which shall be available for use by the selected contractor for trash generated solely by the operation for the specified City events.
- c. Trash cans –** The City will provide and place trash receptacles adjacent to the sales counters. City staff will dump these cans as necessary.

For Technical Questions regarding this job please contact:

Alexa Beasley
Forney Parks & Events
972-564-7328
abeasley@cityofforney.org

4.0 DELIVERABLES

4.1 Deliverable #1: The Contractor is to provide for a Project kickoff meeting – The first deliverable of the project will entail an initial meeting to discuss the scope of the project as outlined in the proposal and perform and site tours or inspections.



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4.2 Deliverable #2: The Contractor is to provide all contract documents, recommendations for items sold and beverage station locations, change order documents, project schedules, QA and QC activities, site observation and payment requests.

4.3 Deliverable #3: The Contractor is to provide the sale of alcoholic beverages at the designated City events in accordance with the scope of work listed in Section 3.0 of this document.

4.4 Deliverable #4: The contractor is to provide receipts and reports after each event in accordance with the scope of work listed in Section 3.0 of this document. The contractor is to include recommendations for changes or improvements to the event.

5.0 COMMERCIAL

5.1 Insurance Requirements: Any contract entered into as a result of this RFP shall require the Contractor to obtain and maintain certain minimum insurance coverage. Without limiting any liabilities or other obligations of proposer, successful proposers performing as independent contractors hereunder, shall be fully responsible for providing Worker's Compensation, General Liability, Professional Liability, and Automotive Liability coverages.

The successful proposer must provide a Certificate of Insurance within fifteen (15) calendar days after notification of award. Certification must include name and address of insurance company (must be authorized to conduct business in Texas or be named on the List of Authorized Insurance maintained by the Texas Department of Insurance), policy number, and liability coverage and amounts. The City of Forney shall be named as additional insured in the minimum amounts and areas of coverage as stated in this section and shall maintain such coverage throughout the duration of this agreement.

The Contractor shall be responsible for any deductibles associated with the above policies, and shall bear all loss to the Contractor's equipment, supplies and vehicles.

5.2 Indemnification: Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City from all costs and damages which said City may suffer by reason of failure to do so; and (3) fully reimburse and repay said City all outlay and expenses which said City may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the City and its' employees, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including



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in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor’s direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor’s indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

6.0 SUBMITTAL REQUIREMENTS

6.1 General: Please submit one original and two copies (total of three copies) of your proposal in a sealed envelope, no later than **2:00 PM CST, August 29, 2018** to the attention of:

MAIL

Finance Department
City of Forney
P.O. BOX 826
Forney, TX 75126

IN PERSON

Finance Department
First Floor City Hall
101 E. Main St
Forney, TX 75126

ELECTRONICALLY

cwilson@cityofforney.org

A formal bid opening will be done shortly after the **2:00 PM CST, August 30, 2018, deadline.**

In the interest of fairness to all proposing contractors and to facilitate timely review of all the proposals by the City, proposals received after the scheduled receipt time stated above will not be considered. All proposals received become the property of the City and will not be returned.

6.2 Proposal Organization: To facilitate the City’s objective review of the proposals from different Contractors, the Contractors are requested to organize the main document as follows. If the Contractor wishes to submit additional information in support of or to strengthen the proposal, please provide such information separately in Appendices.

6.2.1 A letter on company letterhead indicated that the proposal represents an offer by the firm to provide services for a stated profit sharing according to the stated schedule. A Principal of the firm authorized to commit the firm must sign the letter.

6.2.2 Table of Contents

6.2.3 Information of the following topics:



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6.2.3.1 Executive Summary: Should address the highlights of the proposal, along with the strengths and special expertise of the firm and the associated team to successfully accomplish the objectives of this project. A list of municipalities or events the contractor has previously or is currently working with should be included. Please limit the summary to no more than two pages.

6.2.3.2 Technical Proposal: Identify and describe the services to be provided and the approach/methodology proposed to be used, including QA/QC procedures.

6.2.3.3 Financial Compensation: City requests a profit-sharing compensation for this project. Please provide the percentage based on the envisioned scope of work and project deliverables describe in Sections 3 and 4 of this RFP, respectively, with any additional qualifications and clarifications that you may deem appropriate.

6.2.3.4 Schedule: Please provide the proposed time schedule for the completion of the project. The schedule should be detailed enough to show the sequence and duration of implementation of the various tasks involved, any tasks to be performed or information to be provided by the City including their timings, the anticipated critical path, float times provided to accommodate unanticipated delays and other contingencies, and scheduled project milestones.

Note: submittal of qualifications shall be taken as prima facie evidence that the proposing individual/firm has full knowledge of the scope, nature, quality and quantity of the project to be performed and the detailed requirements and conditions under which the project is to be performed.

7.0 SELECTION OF CONTRACTOR

7.1 General: This RFP does not commit the City to enter into agreement, to pay any costs incurred in the preparation of a proposal in response to this request or in subsequent negotiations, or to procure a contract for the project. The City will require the selected proposer, if any, to participate in negotiations and to submit such cost, technical and/or other revisions to the proposals as may result from negotiations. The City reserves the right to perform all or some of the services decied in this RFP with its own work force.

7.2 Selection Criteria: Proposals will be evaluated, scored, and ranked based upon the following criteria. The City reserves the right to request an interview for any potential Contractors during the selection process. Should the City see the need to interview potential Contractors, the potential Contractors will be notified as early as possible in the proposal review process, and selection schedules adjusted accordingly.



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- 7.2.1 Responsiveness to the City's RFP; 0-10 points
7.2.2 Relevant experience, expertise, and qualifications; 0-10 points
7.2.3 Technical proposal; 0-10 points
7.2.4 Cost estimate; and 0-30 points
7.2.5 Scheduled availability to complete job (0-30 points)
100-point Maximum Score

7.3 Schedule for the Selection Process: The following is the anticipated schedule for the Contractor selection process.

Table with 2 columns: Item and Date. Rows include: City issues RFP (August 8, 2019 @ 8:00 am), Completed Proposals due to City (August 29, 2019 by 2:00 pm), City Council Awards Contract (September 17, 2019), and Submittal by the selected Contractor to the City of complete and signed Contract documents (September 27, 2019).