



## **CITY OF INDEPENDENCE**

### **Request for Proposals (RFP)**

### **Alcohol Concession for River's Edge Summer Series**

**Date of Request: December 20, 2024**

**Proposals Due: January 31, 2025 at 5:00 p.m. PST**

Mailing Address:

City of Independence  
Attn: Shawn Irvine  
P.O. Box 7  
Independence, Oregon 97351

Hand Delivery:

City Hall  
Attn: Shawn Irvine  
555 S Main Street  
Independence, Oregon 97351

**REQUEST FOR PROPOSALS**  
**FOR**  
**ALCOHOL CONCESSION FOR DOWNTOWN EVENTS**

**CLOSING DATE: 5:00 p.m. on January 31, 2025**

The City of Independence (City) is soliciting proposals from well-qualified vendors to operate on an exclusive basis a beer and wine concession tent at the River's Edge Summer Series.

Request for Proposal (RFP) documents describing the project and proposal requirements may be obtained during business hours on or after December 20, 2024 at the City Independence, 555 S. Main Street, Independence, OR 97351. RFP documents will be available on the City's website <https://www.ci.independence.or.us/> and also will be mailed [or emailed] upon request by contacting Shawn Irvine at [sirvine@ci.independence.or.us](mailto:sirvine@ci.independence.or.us).

Responsive proposals must be submitted to Shawn Irvine, Economic Development Director, 555 S. Main Street, P.O. Box 7, Independence, OR 97351, [sirvine@ci.independence.or.us](mailto:sirvine@ci.independence.or.us) by the deadline above.

DATED: December 20, 2024

## Section 1: Introduction

### Project Description

Thousands of people, locals and visitors alike, enjoy the numerous festivals and events that take place in downtown Independence. Located in between a thriving downtown and the Willamette River is the Riverview Park Amphitheater which is home to large and well-known events including the [Rivers Edge Summer Series](#), a series of Friday night concerts in the Park during July and August. The series typically features top-level tribute bands like Taken by the Sky (Fleetwood Mac), Shoot to Thrill (AC/DC), and Stone in Love (Journey). Average attendance in 2024 was 1,500 per show, and we expect to continue growing attendance in 2025.

Concerts typically start at 6 pm with an opening band, with an intermission at 7:30 and the headliner starting at 8 pm for a 90 minute set. Summer 2025 dates are:

July 11  
July 18  
July 25  
August 1  
August 8  
August 15

While the Community Fiesta has traditionally occupied the last date of the River's Edge Summer Series, this year the Fiesta will function independently of the series on August 22 and 23. The purpose of the proposal is to provide the sale of alcoholic beverages to concert patrons of the Rivers Edge Summer Series.

### Project Timeline

The City is seeking a partner to provide the beer and wine concession service during the River's Edge Summer Series concerts between July 2025 and August 2025 for a period of one year, with two optional one-year successive terms, beginning upon contract execution for the 2025 Summer Series.

### Location

The Riverview Park Amphitheater is typically fenced off during concerts to create an all-ages beer garden that encompasses the entire venue. The City and Concessionaire shall work together to determine the specific location within Riverview Park where Concessionaire will sell their products.

### Concession Agreement

The successful proposer will be required to enter into a Concessionaire Agreement with the City prior to providing services. A copy of the proposed agreement is attached to this RFP.

## Section 2: Scope of Services

### Scope of Services

The following sets forth the minimum Scope of Services required of Awardee Concessionaire. In City's sole discretion, City may negotiate changes to the Scope of Work with selected Concessionaire. Primarily City will value professional concession operations, industry experience, creativity, affordability, and outstanding customer service, as the City looks to create a unique, one-of-a-kind experience for patrons through Concession Services during the River's Edge Summer Series.

To be eligible for consideration, the vendor shall provide a plan for operation that includes providing excellent customer service, ensuring the concession is operated in a safe and legal manner and the City of Independence is compensated appropriately. A profit-sharing plan should be included in the proposal to help the city offset event costs.

#### General

1. Obligations of the Concessionaire
  - a. Provide only canned or kegged beer, wine and/or cider. Beer to be served in 16 oz. clear plastic cups and wine in 9 oz. quantities in clear plastic cups.
  - b. Meet all health code requirements.
  - c. Obtain all necessary permits and licensing for operating the concession at the proposed location at no cost to the City.
  - d. Maintain all equipment and surroundings in a state of cleanliness and repair to prevent injuries to the public.
  - e. Be responsible for keeping the facility and the immediate outside area free of trash and litter.
  - f. Check identification for all patrons in accord with OLCC regulations.
  - g. Operate as an independent contractor responsible for all applicable taxes and licenses.
  - h. Provide, four weeks prior to the first concert, all advertising and signage for operating the concession to be approved by the City.
2. Concessionaire agrees to be responsible for all aspects of planning and operating the concession tent in compliance with appropriate laws and regulations at no cost to the City including but not limited to staff, beer, wine, bottled water, clear 16 oz. plastic cups, ice, ice chests, tables, tents, signage and wristbands.
3. Concessionaire will be responsible for all staff, security, and alcohol monitors required by OLCC to legally and safely operate the concession, including setup and takedown of event fencing and other security measures. The City will provide 1200 linear feet of metal sectional event fencing.
4. Concessionaire shall acquire and maintain the established insurance and liability limits for this concession including liability and bodily injury and property damage (specific requirements are listed in section 5). Such evidence shall include a letter from the vendor's insurance agency dated prior to the first day of the Summer Series indicating that insurance has been acquired for the entirety of the event.

## Term

Awardee Concessionaire will execute the attached contract, with two optional successive terms.

## Hours of Operation

- 1.) Rivers Edge Summer Series runs from July through August. Concessionaire would operate on an exclusive basis a beer and wine concession tent at each of the concert nights during this series. Concert nights are every Friday. The Concession would open no earlier than 5 pm and close no later than 9:30 pm

## Payment

City will require profit-sharing compensation for this project of at least 10% of gross concession revenue. Please provide the proposed compensation based on the envisioned scope of work and project deliverables described in Sections 1 and 2 of this RFP.

# Section 3: Proposal Requirements

## Proposal Submission Requirements

Concessionaires shall submit their proposals in digital format (.pdf format), which shall be no more than 20 pages. Proposers responding to this RFP do so solely at their expense. The City is not responsible for any Proposer's expenses associated with responding to this RFP

The deadline to submit proposals is no later than **January 31, 2025 at 5:00 PM (Closing)**.

The proposal shall be mailed or personally delivered and include one signed hard-copy proposal and an electronic version on a flash drive, labeled "Concessions for River's Edge Summer Series" and delivered to:

City of Independence  
Attn: Shawn Irvine, Assistant City Manager  
555 S Main St  
P.O. Box 7  
Independence, OR 97351

At a minimum, all proposals shall include the following information:

1. Description and background of business, including services provided and any specific experience related to concession services.
2. General description of the look and operation of the concession, including a proposed site plan.
3. Operating Plan, including concessions you propose to provide, how these concessions would be sold, hours of operation including set up and take down. Plan should consider how congestion and lines can be reduced for patrons waiting to purchase concessions. Include any proposed signage that will be used for operation or promotion.

4. Staffing Plan, including organization structure, key staff, staff qualifications, anticipated staffing levels and description of training staff will receive to prepare them for the operation. Concessionaire to demonstrate how they will appropriately monitor legal drinking age requirements and ID checking.
5. Security Plan
6. Menu detailing all concessions sold including price.
7. Describe proposed method(s) of profit-sharing compensation to the City.
8. Describe any additional information or options not identified above that Proposer believes would enhance the customer experience, enjoyment and safety.

## Tentative Schedule for Proposal & Award of Contract

The tentative schedule for this Request for Proposals is as follows:

- Release of RFP: December 23, 2024
- Proposal Submission Deadline: January 31, 2025 at 5:00 PM
- Concessionaire Interviews (if necessary): February 10-14, 2025
- Selection/Award of Concessionaire: No later than February 28, 2025

## Questions

Questions can be directed to Shawn Irvine by e-mail only at [sirvine@ci.independence.or.us](mailto:sirvine@ci.independence.or.us)

## Protests

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

## Section 4: Evaluation and Concessionaire Selection

### Selection Process

Proposers will be evaluated on the following evaluation criteria with a maximum possibility of 100 points:

**A. Evaluation Criteria**

Proposals will be evaluated by the City using the following criteria:

	<b>Points</b>
1. Introductory Letter	<b>(Pass/Fail)</b>
2. Relevant experience, expertise, and qualifications	<b>30 points</b>

- 3. Operating Plan (staffing, security, pricing, etc.) **40 points**
- 4. Financial Plan, including proposed compensation to City **20 points**
- 5. Proposers' understanding and responsiveness to the intent of this RFP **10 points**

**One bonus point will be awarded for every percentage of profit sharing above 10%**

**TOTAL: 100 Points**

**B. Evaluation Process**

Proposals will be evaluated under the criteria and weights accorded in Section 4.A above, by an evaluation committee.

## Section 5: Additional Information

### Insurance

- A. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage an "occurrence" form and with coverage that is satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, liquor liability and contractual liability coverage for the indemnity provided under this Contract and is made on an occurrence basis. Coverage shall be a minimum of \$2,000,000 per occurrence and \$2,000,0000 aggregate. The policy shall name the City as an additional insured and the additional insured endorsement shall provide coverage for ongoing and completed operations and be written as primary and non-contributory. Contractor shall provide written notice of cancellation to the City at least 60 days prior to cancellation. Contractor shall provide City with a certificate of insurance within 5 business days after the date the contractor receives notification of award of contract as evidenced by receipt from the City of prepared contract documents.
- B. Vendor will have in force Worker's Compensation coverage for all subject workers per ORS656.017 and a waiver of subrogation in favor of the City is required.

### Acceptance of Terms

Submission of a proposal indicates acceptance by Concessionaire of conditions contained in this Request for Proposals. Note that all proposal submissions are subject to State and Federal open records laws.

### Miscellaneous

The City reserves the right to: 1) Seek clarifications of each proposal; 2) Negotiate a final contract that is in the best interests of the City and the public; 3) Reject any or all proposals or cancel this RFP at any time if doing either would be in the public interest, as determined by the City in its sole discretion; 4) Award the contract to any Proposer based on the evaluation criteria set forth in this RFP; 5) Waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best

interest to do so; and 6) Request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

## Agreement

The services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in a concessionaire contract to be negotiated and executed by the successful Proposer.