**THE CITY OF JEFFERSONVILLE PARKS AUTHORITY**

****

**REQUEST FOR PROPOSAL (RFP)**

**2023**

**JEFFERSONVILLE RIVERSTAGE**

**ALCOHOL BEVERAGE CONCESSIONS OPPORTUNITY**

**The City of Jeffersonville Parks Authority**

**Request of Proposal (RFP)**

**2023 Alcohol Beverage Concessions at RiverStage Events**

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**\*Photos of event area attached**

**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 alcohol beverage concession operator at the RiverStage events. The Authority is seeking and will select a concessionaire that best demonstrates the ability to provide innovative, 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 Concessionaire’s response to this RFP.

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

RiverStage Concession 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 Terrace 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 in Section C.

**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:

December 2, 2022 RFP Packages Available: 10 am

December 19, 2022 RFP Submittal Deadline: 10 am

December 19, 2022 Proposal Review Process Begins at 5: 30 pm

January 23, 2023 Recommendation to Parks Authority

**A3. Terms and Definitions**

The following terms are used in this RFP:

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

**Section B**

**Requirements and General Specifications**

**B1. RFP Requirements**

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. Proposals must be submitted on paper to the Jeffersonville Clerk by the deadline listed in this RFP.
2. Proposals must include the legal Company (LLC, corporation, organization, firm or partnership) name, business address, email address and phone number, as well as first and last name of the primary business contact.
3. Proposals must be signed by an official representative who is legally authorized to bind the Company.
4. All forms in this RFP must be fully completed as requested.
5. Proposals must completely answer each question of the Questionnaire that begins on Page 12.
6. Proposals must provide all references and materials required by the RFP instructions and Questionnaire within.

**Questions:** Questions regarding the scope of work, evaluation process or RFP process must be submitted in writing and should be addressed to Amber Powell, Riverstage Manager, at apowell@cityofjeff.net. Telephone inquiries or questions will not be accepted. The deadline for inquiries or questions is 4:00 p.m. on Friday, December 9, 2022.

**Submittal Instructions:** Proposals must be submitted no later than 10:00 am on Monday, December 19, 2022.

Proposals must be mailed or delivered to:

City of Jeffersonville

ATTN: Lisa Gill – **2023 RiverStage Alcohol Concessions Opportunity RFP**

500 Quartermaster Ct., Suite 156

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 must be submitted on standard white paper – one original and two copies.
* Proposals must completely answer each question in the questionnaire, which begins on Page 12.
* The contract will be awarded for the 2023 season, with possible renewals for subsequent years. Renewals will be determined at the discretion of Parks Department Management and the Authority.
* 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 the Concession agreement:

***Insurance Coverage and Proof of Policy –*** The Concessionaire 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. The insurer must have an AM Best rating no less than A VII and be 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 first Concert.

***Health and Alcohol Permit –*** It will be the Concessionaire’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 Concessionaire 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 Concessionaire and will require advance written approval from the Authority prior to commencement. Not all modifications or 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 a minimum of two weeks prior to the first Concert.

***Contract Agreement (Not Lease****)* **–** The Concessionaire understands and agrees that the Authority will only grant concessions by contract and not by lease. The Concession Agreement will only confer permission to occupy and use the premises described for the purpose of alcohol beverage concessions. A Concessionaire’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 the awarded Concessionaire an individual, revocable and non-transferable privilege of use in the premises for the concession granted. A sample Concession Agreement is included for review.

**Minimum Concession Fee –** The concession opportunity is for the 2023 RiverStage season from May through September, 2023. The minimum concession fee shall be twenty percent (20%) of the Concessionaire’s \*Net Revenues\* received by the Concessionaire from sales during the events.

**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. Proposals will be evaluated based on the following criteria:

1. Answer and complete the requirements detailed within the attached questionnaire
2. Provide the longest duration of concession operating hours
3. Be able to operate the concession during all scheduled Concerts
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 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 that exceeds the minimal concession fee)

**Section C**

**Sample Agreement, Maps and Proposal Questionnaire**

**C1. Sample Agreement**

**Jeffersonville Riverstage Alcohol Concession Agreement**

This contract shall serve as a binding agreement between the City of Jeffersonville Parks Department (referred to hereinafter as “City”), and *Business* (referred to hereinafter as “Concessionaire”), to manage alcohol concessions at designated events at the Jeffersonville Riverstage, located at W Riverside Dr. in Jeffersonville, IN.

Whereas, the City will be hosting a summer concert series (referred to hereinafter as “Concerts”) at the Riverstage between the dates of June 3, 2022 and August 12, 2022.

Whereas, the City closes designated city streets and city-owned properties to optimize safety and to accommodate Concerts attendees.

Whereas, the City provides portions of said property, for a set fee, to vendors to provide concessions for sale to the public during the Concerts.

Whereas, the City has assigned duties to Amber Powell to serve as the Event Manager, to manage operations with vendors to operate upon city property, for the purpose of generating revenue to fund the city services required to facilitate the event.

Whereas, it is in the best interests of the City to contract alcohol concessions to a single vendor that will be responsible for all legal permitting and management of alcohol sales.

Whereas, it is in the mutual interests of the City and the Concessionaire to enter into this contract agreement to facilitate vending for the Event.

**THEREFORE, BE IT AGREED by the parties as follows:**

1. This contract serves to set parameters for the Jammin in Jeff concert series at the Jeffersonville Riverstage that are scheduled for designated dates occurring June 3, 2022 through August 12, 2022.
2. The City hereby grants to the Concessionaire the exclusive right to have a beer, wine and spirit beverage concession in the area marked as Alcohol Consumption Area on Exhibit A attached hereto.
3. The recitals set forth above shall be incorporated herein by reference as a substantive part of this contract.
4. The Concessionaire shall execute services in accordance with the following:
   1. Provide a point-of-sale for the Concerts that offer a variety of alcoholic beverage options.
   2. Establish proper placement for the point-of-sale in the designated areas provided by the City.
   3. Build secure perimeter for point-of-sale areas using City-provided barricades.
   4. Provide all equipment necessary for the operation of the Concession, including but not limited to all bar service logistics and equipment necessary to provide efficient service for its patrons.
   5. Provide generators for any electrical needs that exceed the services provided by the City at the Overlook and near the Pearl Street intersection.
   6. Employ sufficient TIPS trained and certified personnel to provide appropriate staffing necessary to comply with the Indiana Alcoholic Beverage Commission regulations.
   7. Establish 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 and crowd surveillance.
   8. Maintain the Concession areas to keep them clean and clear of trash during the Concerts. And, remove all trash and recyclables from the Concession areas immediately following the conclusion of the Concerts, no later than 11:59 pm.
   9. Ensure that all alcoholic and non-alcoholic beverages sold by Concessionaire are purchased directly from the designated distributors in accordance with the City Partners sponsorship program.
   10. Coordinate all aspects of planning with the Event Manager which include, but are not limited to: placement, expectations, regulations and financial reporting.
   11. Monitor all sales during the event to ensure they adhere to all expectations and regulations as set forth by the United States Government, State of Indiana, City of Jeffersonville and Clark County Department of Public Health.
   12. Obtain alcohol liability insurance in the amount of at least $1,000,000, with the City listed on the policy as additionally insured. The policy must cover the entirety of the Concerts schedule, to include setup and breakdown times.
   13. Attend meetings with City staff prior to the Concerts as needed to ensure compliance with all expectations, regulations and ordinances.
5. Logistic guidelines for Concessionaire:
   1. All Concessionaire sales shall be executed in a stationary location; no walking or otherwise mobile sales are allowed.
   2. Dedicated space for Concessionaire shall be established in accordance with the codes of the Jeffersonville Fire Department.
6. The Concessionaire will make a payment to the City in the amount of 20% of gross sales revenue each week. Financial records and payment will be processed as follows:
   1. Concessionaire will submit sales statements within four days after each Concert.
   2. Event Manager will review sales statements and calculate the payment due, then issue an invoice to Concessionaire.
   3. Concessionaire will submit payment in full via online processing or a check delivered to the Parks Department within seven days after each concert.
   4. If payment is not made in full by the set deadline, the City has the right to pursue any and all legal remedies as its attorney sees fit.
7. Concessionaire shall be responsible for obtaining the liquor license and any other permits necessary for the operation of the Concession. The failure to obtain the necessary liquor license shall be grounds for termination of the Concession. Concessionaire shall operate the Concession in compliance with all federal, state and local laws including, without limitation, those regarding the sale of alcoholic beverages. All license and permit documents must be filed with the Event Manager at least thirty days prior to first day of concession.
8. Concessionaire shall secure and maintain for the term of its contractual relationship with City such insurance policies from companies licensed in the State of Indiana, as will protect itself, City (with City named as additional insured to the extent permitted by law), and others as specified, from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Concessionaire's intentional or negligent acts, errors or omissions. The following insurance coverage, at or above the limits indicated shall be maintained by Concessionaire:
   1. Statutory workers compensation in accordance with Indiana statutory minimum requirements.
   2. Commercial general liability and alcohol liability with minimum coverage of $1,000,000 and deductible no greater than $1,000.
   3. To provide evidence of the required insurance coverages, copies of Certificates of Insurance in a form acceptable to the City shall be filed with Event Manager no later than thirty days prior to the first day of the Concession. Failure to file or maintain acceptable Certificates of Insurance with the City is agreed to be a material breach of any contract and grounds for termination of the Concession.
   4. In addition, Certificates of Insurance shall contain the following clauses:
      1. The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City of Jeffersonville.
      2. The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.
      3. Any and all deductibles in the above described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Concessionaires.
      4. Location of operations shall be: "all operations and locations on the Jeffersonville Riverstage, Terrace Lawn and Overlook.
9. Concessionaire shall be responsible for collection and paying all sales taxes when such taxes are due and payable.
10. Concessionaire agrees that it will not discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, national origin or disability in the operation of the Concession.
11. The City hereby agrees to provide the following:
    1. Public property for placement of Concessionaire located on designated areas of the Overlook and the Terrace Lawn.
    2. Access to electrical service stations located in the 100 block of Riverside Drive at the Overlook and near the Pearl Street intersection.
    3. Metal barriers for Concessionaire to secure the point-of-sale areas.
    4. Trash receptacles for use in the Concession areas.
12. Governing Law: This contract shall be governed by the laws of the County of Clark in the state of Indiana, and any applicable United States Code or Administrative Orders.
13. Arbitration Clause: All disputes, controversies, or claims arising out of or relating to this contract shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.
14. Indemnification:
    1. Concessionaire (including, by definition here and herein below, the Concessionaire's employees, officers, agents, representative, contractors and invitees) shall release, discharge, indemnify and hold harmless the City and its officials, employees, agents and representative from and against liability for any claim, demand, loss, damages, penalty, judgment, expenses, costs (including costs of investigation and defense), fees, (including reasonable attorney and expert witness fees) or compensation in any form or kind whatsoever for any bodily injury, death, personal injury, or property damage arising out of or in connection with any act, error or omission by the Concessionaire or for any resulting liability alleged to accrue against City on account of the Concessionaire's acts, errors or omissions; provided, however, that such indemnity shall not be construed as an indemnity for bodily injury or property damage arising from the sole negligence or intentional acts of City or its employees.
    2. Concessionaire further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related to its acts, errors and omissions hereunder at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.
15. Termination: Should the Concessionaire default in the performance of this Agreement or materially breach any of its provisions, the City shall have the option of terminating the Agreement by giving written notification to the Concessionaire at the address shown herein. This agreement may also be terminated by the City at its option and without prejudice to any other remedy which it may be entitled either at law, in equity, or under the terms of this Agreement in the event of any of the following:
    1. Requests relief from any obligation under this agreement.
    2. Makes a request to discharge a debt to the City in Bankruptcy.
    3. Is adjudged to bankruptcy.
    4. Becomes insolvent or has a receiver of his/her its assets or property appointed because of insolvency.
    5. Makes a general assignment for the benefit of creditors.
    6. Suffers any judgement or against him/her/its to remain unsatisfied or unbounded of record for 30 days.
    7. Institutes or suffer to be instituted any procedures for reorganization or rearrangement of his/her/its affairs, or fails to secure and/or maintain permits or licenses necessary to carry out said terms of this agreement.

In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

1. Relationship of Parties: It is understood that the Authority is not in any way or for any purposes partner or joint venture with, or agent of, Concessionaire in the Concessionaire's operation of the Concession.
2. Assignment: Concessionaire shall not assign its interest herein without the written consent of the Authority which consent may be withheld in City's sole discretion.
3. Surrender upon Termination: Upon the expiration or earlier termination of this Concession Agreement, for any reason whatsoever, Concessionaire shall peaceably surrender to City possession of the Alcohol Consumption Area.
4. Entire Agreement: This writing, together with all of the attached Exhibits, constitutes the entire agreement of the parties. This Concession Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Concession Agreement shall not be modified except in writing, signed by the City and Concessionaire.
5. Term/Renewal: The initial term of this Concession Agreement shall be for the city-organized Concerts at the Riverstage taking place June 3, 2022 through August 12, 2022. At the expiration of the initial term, this Concession Agreement will be fulfilled and will not be renewed.
6. Notice: Any notice given pursuant to this Concession Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:
   1. If to City:

Jeffersonville Parks Department

Attn Amber Powell

500 Quartermaster Court #205

Jeffersonville, IN 47130

812.285.6440

* 1. If to Concessionaire:

*Business*

Notice shall be deemed given when delivered if hand-delivered by courier or two days after the date indicated on the postmark if sent by U.S. Mail.

Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

By signing below, both parties agree to all the clauses and conditions as stated in this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**C2. Questionnaire**

**2023 RIVERSTAGE ALCOHOL CONCESSION RFP QUESTIONNAIRE**

***This questionnaire must be fully completed and returned as part of your proposal.***

**Instructions**

This form must be used to complete the questionnaire. If additional space is 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 the supplemental pages so they are attached in sequential order after the questionnaire pages.

1. **LEGAL NAME AND ADDRESS OF COMPANY SUBMITTING THIS PROPOSAL**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **NAME AND CONTACT OF THE PERSON RESPONSIBLE FOR SUBMISSION OF THIS PROPOSAL**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **ADDRESS OF PRINCIPAL PLACE OF BUSINESS**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **THE PERSON ON COMPANY’S STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS AGREEMENT**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: (if different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **TYPE OF COMPNAY**

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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **EXPERIENCE IN BUSINESS**

How long has this Company been in business? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years

How long this Company had experience in this industry? \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years

1. **CLIENT REFERENCES**

Provide information about three (3) similar clients for whom you currently provide production services:

***CLIENT REFERENCE #1***

Name of client (company/organization/individual):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of years the Company has served this client: \_\_\_\_\_\_\_\_\_\_ years.

Describe the service(s) provided to the client:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***CLIENT REFERENCE #2***

Name of client (company/organization/individual):

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City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of years the Company has served this client: \_\_\_\_\_\_\_\_\_\_ years.

Describe the service(s) provided to the client:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***CLIENT REFERENCE #3***

Name of client (company/organization/individual):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of years the Company has served this client: \_\_\_\_\_\_\_\_\_\_ years.

Describe the service(s) provided to the client:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **FINANCIAL REFERENCES**

Provide two (2) financial references. These can include financial institutions, suppliers, insurance companies, etc. Do not use the same references for both Client References and Financial References.

***FINANCIAL REFERENCE #1***

Name of Business:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe the financial relationship:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***FINANCIAL REFERENCE #2***

Name of Business:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe the financial relationship:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***\*Responses for Questions 9-12 should be typed (not handwritten) on a separate document and labeled accordingly to correspond with the numbers/letters for each.***

1. **EXISTING BUSINESS OVERVIEW**

Provide an overview of the company’s existing business, services and products (additional details on products and menu will be sought in more detail in Question #11 below). The description should provide an encompassing overview of the company’s philosophy, theme and other associated attributes:

1. **PROPOSED CONCESSION OVERVIEW**

Provide an overview of the operations the company proposes for Concert events. Include details for the following:

1. Proposed use of space – include drawing(s) to show layout; label all main components
2. Hours of operation
3. Utility and water needs
4. Points of sale
5. Appearance of equipment (attach photographs)
6. Setup and teardown plans, including cleanup and trash removal
7. Staffing for alcohol checkpoints
8. Employee attire/uniforms

1. **PROPOSED PRODUCTS, RETAIL AND PRICE DETAILS**

Describe in detail the type and features of the products to be offered – include branded item name, portion size, sale price, and any further description:

**12. FINANCIAL PROPOSAL**

Confirm the amount of concession fee that the company proposes to pay to the City, which should be a percentage of \*Net Revenue\* from alcohol sales at the Concerts:

NOTE: Sales records must be submitted to the RiverStage manager on a weekly basis, and prompt payments made within seven (7) days of an invoice being issued by the City.

**13. PERMITS**

Attach copies of the company’s current permits from the Indiana Alcohol and Tobacco Commission (ATC) and the Clark County Department of Health.

**14. SUBMITTAL**

By signing below and submitting this proposal, I (representative of the company) do hereby confirm that all information provided is correct, and hereby agree to commit to the services outlined in this proposal for the duration of the contracted term.

Submitted by (Company Name): \_\_\_\_\_\_

Signed: \_\_\_\_\_\_ Date: \_, 2022

Print Name: Title: \_\_\_\_\_\_