



Bend Park & Recreation
DISTRICT

INFORMAL-REQUEST FOR PROPOSALS

for

Alcoholic Beverage Concessions

PROJECT NAME: Alcoholic Beverage Concessions at The Pavilion

DATE OF ISSUANCE: April 26, 2022

PROPOSALS DUE: May 11, 2022, 2:00 PM pacific time

PROJECT MANAGER

Clare Gordon

Pavilion Supervisor

(541) 706-6184

Clare@bendparksandrec.org

CONTRACT ADMINISTRATOR

Justin Sweet

Business Analyst

(541) 706-6102

justins@bendparksandrec.org



TABLE OF CONTENTS

section 1 Purpose and General Information.....	3
1.1 Overview	3
1.2 Project Term	3
1.3 Project Location(s)	3
1.4 Minimum Proposer Qualifications.....	3
1.5 Schedule	3
1.6 Definitions	3
1.7 Procurement Authority and Method.....	4
1.8 Addenda	4
1.9 Reservation of District Rights	5
1.10 Request for Clarification / Questions.....	5
1.11 Protests of RFP.....	5
1.12 Submission of Proposals.....	6
1.13 Withdrawal of Proposals.....	6
section 2 Scope of Work	6
2.1 Contractor’s Responsibilities	6
2.2 District Responsibilities	7
2.3 Highest Standards.....	7
section 3 Proposal Requirements	7
3.1 Administrative Proposal Requirements	7
3.2 Technical Proposal Requirements	7
section 4 Evaluation and Award.....	8
4.1 Evaluation Overview	8
4.2 Evaluation Committee.....	8
4.3 Disqualification	8
4.4 Evaluation of Minimum Requirements (pass/fail).....	8
4.5 Evaluation of Technical Proposal (scored)	8
4.6 Proposal Clarification.....	8
4.7 Evaluation Criteria	8
4.8 References.....	10
4.9 Award Notification and Process	10
section 5 Attachments.....	10



section 1 Purpose and General Information

1.1 Overview

The District is seeking offers from qualified organizations interested in providing craft beer and cider concessions at The Pavilion, 1001 Southwest Bradbury Way, Bend, OR, during adult hockey and curling leagues, adult sport leagues, and other special events.

1.2 Project Term

The District anticipates signing a contract by May 16, 2022, with services fully implemented by Saturday, June 11, 2022. If a contract is awarded, the contract will be effective from the date fully executed through April 14, 2023.

The District will have the option to renew the contract for two additional one-year terms. The pricing and rates provided by the Proposer to whom the contract is awarded must remain fixed for the initial term, and for each renewal term, if the contract is renewed.

1.3 Project Location(s)

The Pavilion, 1001 Southwest Bradbury Way, Bend, OR

1.4 Minimum Proposer Qualifications

Organizations interested in Proposing must be currently providing alcoholic beverage sales within the State of Oregon.

1.5 Schedule

The District reserves the right to deviate from this schedule, deviations from scheduled dates prior to RFP Closing will be made via written addendum.

Event	Due Date
RFP Release, (Date of Issuance)	April 26, 2022
Written Questions Due By	May 4, 2022 5:00 PM pacific time
Answers to Questions Issued By	May 6, 2022
Closing	May 11, 2022 2:00 PM pacific time

1.6 Definitions

For purposes of this RFP, the following definitions as well as those definitions provided in ORS 279B.005 and OAR 137-047-0100 apply (in the event of overlap or inconsistency, the definition stated in this RFP shall apply):

“Alcoholic Beverage” means craft beer or cider (each as defined in this section 1.6) containing more than 0.5 but not more than 6.5 percent alcohol by volume and capable of being consumed by a human being.

“Beer”, “Ale”, “Porter”, “Stout”, and similar beverages means an alcoholic beverage obtained by the fermentation of grain that contains not more than 6.5 percent alcohol by volume.

“Cider” means an alcoholic beverage made from the fermentation of the juice of apples, pears, or other fruit that contains not more than 6.5 percent alcohol by volume.

“Contractor” means the Proposer awarded a contract to perform the Scope of Work.

“Craft” and **“Craft Brewer”** means a brewer with annual production of not more than 6 million barrels of beer or cider.

“District” means Bend Park and Recreation District.

“Proposal” means a written response to this RFP.

“Proposer” means a person or organization submitting a written response to this RFP.

“OAR” means Oregon Administrative Rules.

“OLCC” means the Oregon Liquor and Cannabis Commission.

“ORS” means Oregon Revised Statutes.

“RFP” and **“Solicitation”** mean this Informal Request for Proposals.

“Scope of Work” means the mean the general description of the supplies and services for which the District has issued this RFP, the work’s purpose and objectives, and the District’s expectations as further specified in section 2. Examples of expectations include, if applicable, a description of the proposed purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop their Proposals.

“Statement of Work” means the specific provisions in the final contract which set forth and define in detail the agreed-upon objectives, expectations, performance standards, and other obligations of Contractor under the contract.

1.7 **Procurement Authority and Method**

The District is issuing this RFP pursuant to its authority under ORS 279B.070 and District Resolution # 416, to informally solicit for Proposals as set forth in OAR 137-047-0270.

Proposers responding to this RFP do so solely at their own expense. The District is not responsible for any Proposer costs or expenses associated with this RFP.

1.8 **Addenda**

The requirements of this RFP will only change if confirmed in a written addendum issued by the District. Proposals will be considered non-responsive if the Proposal does not reflect all addenda.

1.9 **Reservation of District Rights**

- (a) The District reserves all rights regarding this RFP, including, without limitation, the right to:
- (1) amend this RFP by written addendum pursuant to OAR 137-047-0430;
 - (2) delay or suspend this RFP without liability to any Proposer if the District finds it is in the best interest of the District to do so pursuant to ORS 279B.100;
 - (3) cancel this RFP or reject any or all Proposals received, in whole or in part, upon finding that it is in the best interest of the District to do so pursuant to ORS 279B.100;
 - (4) waive any minor informality, correct a clerical error, or permit a Proposer to withdraw a Proposal to the extent allowed pursuant to OAR 137-047-0470;
 - (5) reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements pursuant to OAR 137-047-0640;
 - (6) reject any Proposal not in compliance with all prescribed public contracting procedures and requirements;
 - (7) negotiate certain contract terms and conditions to the extent allowed under OAR 137-047-0310(1)(b);
 - (8) amend any contracts that are awarded as a result of this RFP to the extent allowed under OAR 137-047-0800;
 - (9) engage other organizations to perform the same or similar services; and
 - (10) extend any contracts that result from this RFP without an additional competitive procurement process to the extent allowed under OAR 137-047-0800.
- (b) The intent of the RFP is to identify a Proposal from a Proposer with the level of specialized skill, knowledge, and resources to perform the work described in this RFP. Qualifications, performance history, expertise, knowledge, and the ability to exercise sound professional judgment are primary considerations in the selection process. The District reserves the sole right to determine the best Proposal for the District's needs.

1.10 **Request for Clarification / Questions**

Questions or requests for clarifications related to the requirements, procurement process, or evaluation process of this RFP shall be directed to the Project Manager prior to the deadline specified in section 1.5.

1.11 **Protests of RFP**

Proposers may submit to the Contract Administrator a written protest of the solicitation documents, contractual terms or specifications, or addenda to the solicitation documents. The District shall resolve all solicitation protests in accordance with OAR 137-047-0730.

1.12 Submission of Proposals

Proposals shall be delivered to the Project Manager via email at Clare@bendparksandrec.org, or via mail, courier, or hand-delivery to The BPRD Office, 799 SW Columbia Street, Bend, OR **prior to the deadline specified in section 1.5**. No Proposals will be accepted after this time.

1.13 Withdrawal of Proposals

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing as specific in section 1.5. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the Contract Administrator.

section 2 Scope of Work

2.1 Contractor's Responsibilities

(a) Contractor shall:

- (1) provide a minimum of two craft beer, and one craft cider choices each day. Products shall be served in non-glass cups provided by Contractor. Alcoholic Beverages with more than 6.5 percent alcohol by volume shall not be sold.
- (2) provide a portable serving cart and dispenser equipment. Serving cart and dispenser equipment shall be prior approved by the District. Contractor shall be responsible for setting up, cleaning, and storing equipment daily (serving cart, dispenser equipment, and products may be stored at The Pavilion upon approval by the District).
- (3) maintain cleanliness of the serving area and assist District staff with maintaining the cleanliness of the consumption area.
- (4) remove product on a daily basis unless Contractor supplied secure cooler is approved by District as provided for in section 2.1(a)(2)
- (5) provide serving staff who hold, and will maintain for the duration of the contract, a current OLCC alcohol service permit.
- (6) obtain and maintain for the duration of the contract OLCC license(s) and other licenses and permits as required by authorities having jurisdiction over the work.
- (7) provide proof of license(s) and permit(s) as required by section 2.1(a)(6) to the District prior to execution of the contract, and at anytime for the duration of the contract upon the District's request.
- (8) comply with all OLCC rules and regulations, including but not limited to, monitoring, and limiting alcohol consumption.
- (9) comply with all insurance requirements of the Concession Agreement (a sample is attached to this RFP, see section 5)
- (10) obtain the District's approval prior to advertising or promoting sales at The Pavilion.

2.2 District Responsibilities

- (a) The District will provide:
- (1) serving space for portable serving cart in the indoor lobby/viewing area, under the shelter in the courtyard, or other location(s) as mutually agreed upon by the parties.
 - (2) secure, indoor storage for portable serving cart when not in use.
 - (3) restrooms and hand washing stations.
 - (4) tables, chairs, trash cans, and other amenities for consumption.
 - (5) signs delineating the area for consumption of alcohol.
 - (6) food and non-alcoholic beverage sales.

2.3 Highest Standards

In addition to the minimum required specifications set forth in this section 2 and any applicable attachment(s), pursuant to ORS 279B.060(2)(c), the Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods and/or services at all times for the duration of the contract.

section 3 Proposal Requirements

3.1 Administrative Proposal Requirements

- (a) Proposals shall not exceed a total of **24 single sided or 12 double sided** 8.5 x 11-inch pages with a minimum 11-point font size. District-provided forms and attachments are not included in the maximum page count.
- (b) Elaborate art work, cover pages, head shots, expensive paper or binders, brochures, or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- (c) Where applicable, use of recyclable materials is preferred as part of the District's sustainable business practices. The District prefers Proposers do not use materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, staples and plastic or glossy covers or dividers.

3.2 Technical Proposal Requirements

- (a) The Proposal shall describe how the Proposer meets each of the minimum requirements specified in section 2, Scope of Work, and section 4.7, Evaluation Criteria. Proposals shall be evaluated as specified in section 4.

section 4 Evaluation and Award

4.1 Evaluation Overview

The District shall evaluate and score all Proposals on the completeness, quality, and applicability of their content in accordance with section 4.

4.2 Evaluation Committee

The District shall establish an evaluation committee of at least three members, which may consist of District staff, land owner representative(s), government partners, or community partners, to review, evaluate, and score each Proposal (the “**Evaluation Committee**”).

4.3 Disqualification

Any attempt by a Proposer to improperly influence a member of the Evaluation Committee during the Proposal review and evaluation process shall result in rejection of that Proposal.

4.4 Evaluation of Minimum Requirements (pass/fail)

The Evaluation Committee shall review all Proposals on a pass/fail basis and determine if each Proposal meets the minimum technical Proposal requirements described in section 4.7 of this RFP.

4.5 Evaluation of Technical Proposal (scored)

The Evaluation Committee shall score all Proposals using the quantity and quality of information contained within the Proposal. Points assigned by each Evaluation Committee member shall be added together and divided by the total number of Evaluation Committee members to compute an average score for the evaluation criteria.

4.6 Proposal Clarification

The Evaluation Committee may request additional clarification from any Proposer for any portion of the Proposals. If a Proposal is unclear, the Proposer may be asked to provide clarification.

4.7 Evaluation Criteria

The Evaluation Committee shall evaluate all Proposals by applying the criteria in this section 4.7. Proposals shall respond to each of the following requirements as applicable:

(a) Insurance Coverage (pass/fail)

Proposer must provide a statement that Proposer currently has, or prior to executing an agreement if awarded will be able to obtain, insurance coverage meeting or exceeding the insurance requirements detailed in the attached Sample Agreement.

(b) References (pass/fail)

- (1) Proposer must provide at least three references from contracts of similar scope to that described in this RFP. References from public agencies of similar size or type shall be preferred.
- (2) Proposers shall provide at least the following information for each reference:
 - (A) organization name;
 - (B) contact person (first and last name);
 - (C) contact phone number;
 - (D) contact email address;
 - (E) duration of contract(s);
 - (F) types and quantities of products and services provided;
- (3) Reference-provided letters of recommendation are acceptable.

(c) Experience and Qualifications (25 points)

Proposers shall describe their organization's experience and qualifications in providing alcoholic beverage concessions as further described in section 2, Scope of Work. Each Proposer should highlight the experience and qualifications that the Proposer believes distinguishes them from their competitors. Higher scores will be awarded for experience and qualifications from within the last five-years, relevant to the Scope of Work, and from work of similar size or type.

(d) Operating Plan (35 points)

Proposers shall describe their operating plan, highlighting the unique plan and operations of Proposer that distinguishes them from their competitors, and how this will better serve The Pavilion and its patrons.

(e) Oregon Product Preference (10 points)

Proposer shall state where the goods (alcoholic beverages) that would be provided under a contract, if awarded, are manufactured or produced.

In accordance with ORS 279A.120(2)(a), the District shall give preference to goods that have been manufactured or produced in the State of Oregon

(f) Pricing (30 points)

- (1) Proposers shall provide a commission percentage of all sales completed at The Pavilion that would be paid to the District if awarded a contract.
- (2) The commission percentage provided in the successful Proposer's Proposal will be incorporated into the awarded contract and may not be changed during the initial term.

- (3) The highest overall commission percentage will receive the full points available. All others will be weighed against the highest commission percentage.

4.8 **References**

- (a) See section 4.7(b) for specific reference requirements.
- (b) The District reserves the right to request references in addition to those provided by the Proposer, to investigate any references (whether or not furnished by a Proposer), and to investigate the past performance of any Proposer.

4.9 **Award Notification and Process**

- (a) If, once the Evaluation Committee determines the highest-ranked Proposer, the District elects to move forward with awarding a contract, the District shall send a notice of intent to award to all Proposers.
- (b) The District reserves the right to negotiate a final contract that is in the District's best interest.

section 5 Attachments

- (a) Attachment A – Sample Agreement