



Request for Proposals (RFP)

ALCOHOLIC BEVERAGE CONCESSION SERVICES

Miners Event & Convention Center

Virginia, MN

I. GENERAL INFORMATION

The City of Virginia (“City”) is seeking proposals from qualified and experienced vendors with a current On Sale Liquor License issued by the municipality, issued by an adjacent municipality, or with the ability to obtain an On Sale Liquor License from the Municipality in order to serve intoxicating liquor while acting as a vendor for Alcoholic Beverage Concession Services (“Vendor”) at the MINERS EVENT AND CONVENTION CENTER (“MECC”), located in Virginia, MN.

The primary objective of this contract is to provide ALCOHOLIC BEVERAGE CONCESSION SERVICES at the MECC. For more detailed information, see SECTION IV. SCOPE OF WORK of this Request for Proposal (“RFP”) below.

II. ORGANIZATIONAL INFORMATION.

The City of Virginia is in the process of renovating and reconstructing the current Miners Memorial Facility, located at 821 9th Avenue South, into the MECC - a 144,000 square foot Event and Convention Center. The new MECC will be a game changing facility in Virginia and the region; not only providing an upgrade in the hockey and ice sport facilities and programming but also in providing fitness space and facilities for the health and wellness of the community and in providing state of the art convention center meeting and function space not currently available in the region.

The City’s vision is to make this facility the preferred location for weddings, concerts, tradeshow, meetings, and ice sports.

III. SCOPE OF WORK.

The City is pleased to offer an opportunity for well-qualified business entities to provide and operate Alcoholic Beverage Concession Services at the Miners Event and Convention Center (MECC). The Facility will have two (2) Concession stands equipped for bar and beverage services in addition to portable bars to utilize in the banquet hall or elsewhere throughout the facility (Exhibit A). The City shall be the supplier and vendor for all other concessions outside of alcohol. This RFP shall not include any food, soft drinks, water, or other non-alcoholic beverages. Carbonated beverages and water will be a separate Request for Proposal and/or contract.

The objective of this Request for Proposal (RFP) is to enter into a Master Services Contract (hereafter “MSA”) with one (1) vendor to have exclusive pouring rights and control of the Alcoholic Beverage Concession Services in the MECC Facility.

The selected vendor will have exclusive rights to manage Alcoholic Beverage Service at the MECC Facility. Alcoholic Beverage Service is defined as the preparation and serving alcoholic beverages at a per-person or per-order charge at the facility, regardless of the event, including, without limitation, banquets, meetings, conferences, exhibits, trade shows, and any other uses of the facility.

The facility reserves the right, in its reasonable discretion, to waive the exclusivity of Alcoholic Beverage Services in the following instances: (a) for city of Virginia Internal events; (b) for public or private events at any City building and/or park outside of the MECC facility; (c) for Auditorium/Arena customers who may select to have refreshments backstage during entertainment events for performers; and (d) for an event or series of events of overriding importance to the City of Virginia, provided that prior notice of such intended waiver is given to the Vendor and the consent of the Vendor is obtained, which consent shall not be unreasonably withheld by the Vendor.

The Vendor will be responsible for providing all staff, alcoholic and non-alcoholic beverages, mixes, and any other supplies and equipment necessary for the alcoholic beverage concession operations for all contracted functions at the MECC. The successful Vendor shall provide an atmosphere suitable and appropriate to the MECC Facility, which includes, but is not limited to, appropriate attire for its staff. The successful Vendor shall require its staff to be uniformed or dressed in a standardized manner.

The City, entering into an Agreement with the selected vendor, guarantees no minimum amount of business or compensation. Patrons that schedule events at the MECC and who desire to use a bar and beverage service will coordinate with the selected vendor their needs.

IV. MASTER SERVICES AGREEMENT.

This RFP does not constitute a contract. City will negotiate a Master Services Agreement (“MSA”) with the selected Vendor. The MSA shall include at a minimum the following information: Hours of Operation, Signage, Pricing Schedules, and Equipment.

The MSA will include customary representations and warranties and confidentiality provisions, including a requirement that the vendor will ensure that each of its staff, agents, vendors, and other subcontracted third parties shall adhere to all requirements as those contained in the MSA. In addition, the selected Vendor and all its staff, agents, vendors, and other subcontracted third parties will perform the duties requested as an independent contractor and not as an employee of the City. The Agreement may contain such other terms, conditions and provisions as are deemed necessary to protect the City’s interest therein as advised by the City’s legal counsel.

V. RFP FORMAT & GUIDELINES.

In order to be considered, firms need to submit two (2) printed copies of their proposal as well as one (1) PDF copy on a flash drive by **4:30 p.m. on Friday, February 26, 2021** to:

City of Virginia
ATTN: Pamela LaBine, City Clerk
327 1st Street South
Virginia, MN 55792

Documents may not be faxed nor emailed. The documents must be submitted in a sealed envelope or other container with the name of the company and the project title “Proposal for ALCOHOLIC BEVERAGE CONCESSION SERVICES”, clearly labeled on the outside.

Proposals received after the deadline will not be accepted. It is neither the City of Virginia’s responsibility nor practice to acknowledge receipt of any proposal. It is the proposer’s/responder’s responsibility to assure that a proposal is received in a timely manner by the City.

VI. PROPOSAL EVALUATION.

The firm selection committee will include, but may not be limited to: City Council, MECC Event Coordinator, Park & Recreation Director and City Staff will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

A. Prior Operating Experience. The successful Vendor must demonstrate prior experience in operating and managing a beverage service operation. Please provide a statement of your intent to operate as well as previous related experience.

B. References. List of at least three (3) references in Minnesota including the Reference Name, Address, Email, and Contact Number.

C. Experience and Qualifications. The proposer must demonstrate the ability to successfully operate a bar and beverage service and address the following items:

- 1) Years and quality of experience in similar and relevant businesses.
- 2) Whether bartenders, waiters, staff, supervisors have received alcohol awareness training, and other insurance company provided training.
- 3) All applicable licenses, permits, and certification are current at the time of proposal submittal.

D. Proposed Packages and Products Price List. Vendor shall supply a proposed services and products price list, as shown in the example of Exhibit B. NOTE: The vendor and City have the right to modify the proposed menus during the drafting of the MSA upon agreement of both parties. The information to be submitted must include:

- 1) The type of liquor, wine, and beverage that will be provided;
- 2) Set-up time and strike time information; and,
- 3) Detailed description of services and packages, including equipment and materials necessary for providing the services.

E. General Insurance Requirement. Ability to obtain insurance with coverage values that meet minimum requirements listed in Exhibit C, evidenced by a letter from an underwriter confirming that the Firm can be insured for the amount required by the City.

F. Financial Compensation. City will provide two (2) Concession stand areas equipped for bar and beverage services in addition to portable bars to utilize in the banquet hall or elsewhere throughout the facility (Exhibit A). Vendor shall utilize the City's Point of Sale system as part of their sales recording and reconciliation. City will allow use of space on a Monthly Fee basis and a "Per Drink Fee" to be collected by vendor and paid to City on a monthly basis, after reconciliation of monthly sales reports.

G. Schedule of Process.

Request for Proposals Advertised	January 29, 2021
Deadline for submittal of Proposals	February 26, 2021
Interviews (if necessary)	March 2021
Approval of Vendor and MSA Negotiations:	March/April 2021

The City reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the City. The City reserves the right to change these specifications.

VII. PROPOSALS ARE PUBLIC RECORDS

Each Proposer is hereby notified that, upon submittal of its proposal to the City in accordance with this RFP, the proposal becomes the property of the City and is a public record subject to disclosure in accordance with Minnesota Data Practices Act. The City reserves the rights to discuss the submissions with its consultants, references provided by the Event Coordinator, and other related parties during the evaluations process.

VIII. ACKNOWLEDGEMENT.

By submitting a proposal, the proposer acknowledges that they have read this RFP, understands it, and agrees to be bound by its requirements. Proposer understands and agrees that they are solely responsible for its own business expenses, except for pre-approved, reasonable business expenses.

Proposer agrees to keep their fixed fee and other terms of their engagement open for at least sixty (60) days past the submission deadline.

Once the Vendor is selected, City and the selected Proposer must execute an MSA prior to the selected proposer commencing services. The Proposer agrees that the MSA will be a complete and exclusive agreement and will supersede all prior communications between the parties.

Should City and the selected Proposer be unable to agree on the terms of an MSA within a reasonable time (at City's sole discretion), City reserves the right to suspend or terminate negotiations without notice, and to pursue negotiations with another Proposer. Any suspension or termination of negotiations shall be without liability to City or the selected Proposer(s).

City may terminate this process (in its sole discretion) and issue a new RFP for the requested services.

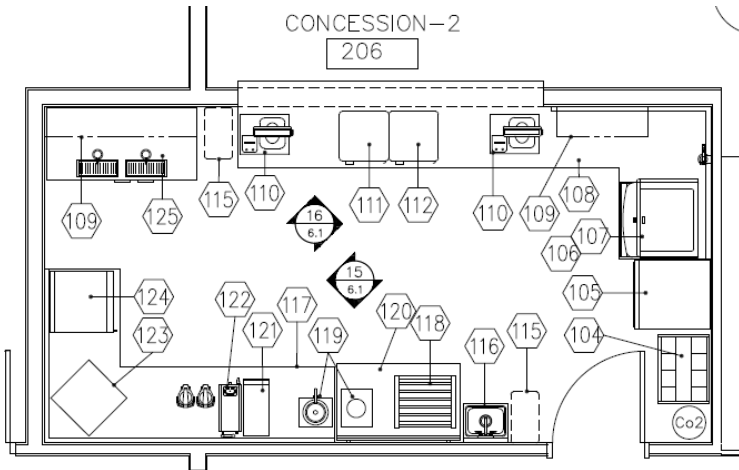
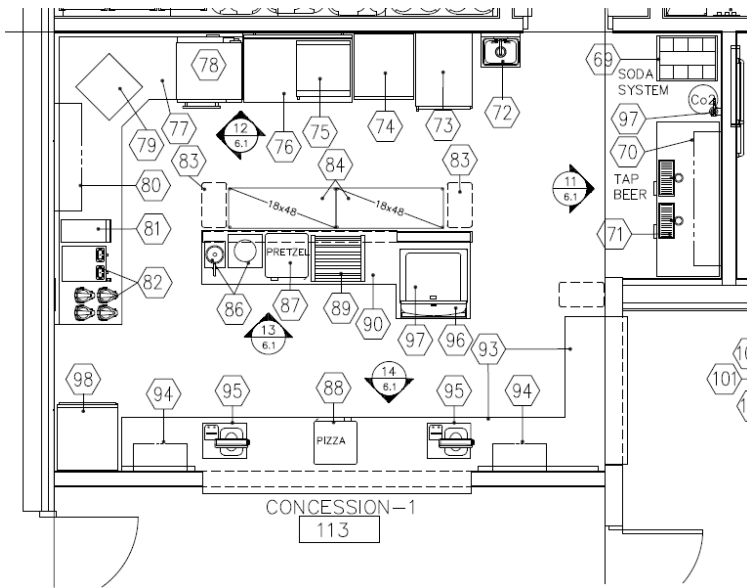
Each Proposer shall assume all fees and costs (including but not limited to legal fees) incurred in responding to this RFP and negotiating the MSA with City. City shall bear no liability for any costs, fees, or liability incurred in connection with this RFP or any responses thereto. Proposer agrees that it shall not directly contact any City Council Members or those who may otherwise have an affiliation with City, in connection with responding to this RFP. Proposer who do not abide by this requirement may be disqualified from the RFP process.

Once the MSA is fully executed, the vendor agrees that they do not have the authority to incur expenses on City's behalf without City's prior written approval.

IX. QUESTIONS.

Questions regarding this request should be directed to the Britt See-Benes, City Administrator, City of Virginia, 327 1st Street South, Virginia, MN 55792 or via email at britts@virginiamn.us by **3:30 p.m. on Monday, February 22, 2021.**

Exhibit A
MECC Beverage Service - Facility Information



- 64 Portable Bar
- 65 Buss Cart
- 66 Hot Food Buffet
- 67 Cold Food Buffet
- 69 Soda System
- 70 Shelf, Wall Mounted
- 71 Refrigerator 2-Tower Beer
- 72 Hand Sink
- 73 Hot Holding Cabinet
- 74 Refrigerator/Freezer
- 75 Freezer, Countertop
- 76 Freezer 48" Work Top
- 77 Counter
- 78 Oven, Countertop
- 79 Popcorn Popper
- 80 Wall Mounted Shelf
- 81 Hot Beverage Machine
- 82 Coffee Brewer
- 83 Waste Receptacle
- 84 Concession Storage Shelving
- 86 Cheese Warmer
- 87 Pretzel Warmer
- 88 Pizza warmer
- 89 Hot Dog Grill
- 90 Counter, Island
- 93 Counter
- 94 Wall Mounted Shelf
- 95 Cash Register
- 96 Ice-Pop Dispenser

- 97 Ice maker
- 98 Refrigerator, Bottled Beverage
- 104 Soda System
- 105 Bottled Beverage Refrigerator
- 106 Ice-Pop Dispenser
- 107 Ice maker
- 108 Counter
- 109 Wall Mounted Shelf
- 110 Cash Register
- 111 Pretzel Warmer
- 112 Pizza Warmer
- 115 Waste Receptacles
- 116 Hand Sink
- 117 Counter
- 118 Hot Dog Grill
- 119 Cheese Warmer
- 120 Freezer Work Top
- 121 Hot Beverage Machine
- 122 Coffee Brewer
- 123 Popcorn Popper
- 124 Freezer, Countertop Display
- 125 Refrigerator 2-Tower Beer

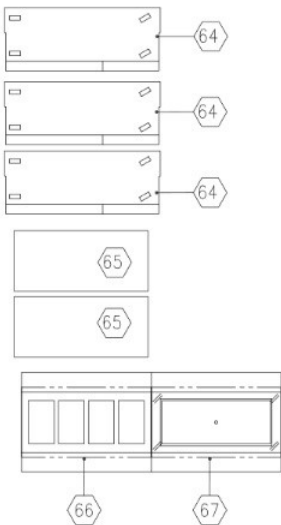


EXHIBIT B

MECC (SAMPLE) SERVICES AND PRODUCTS PRICE LIST

Please modify this as you see fit –this is only a sample

**MECC ALCOHOL BEVERAGE SERVICE
SERVICES AND PRODUCTS WITH PRICE LIST**

BAR SERVICES:

(ADD ANY LANGUAGE YOU PREFER) Will promptly set up our bar stations according to your plan. Service includes portable bars, bar equipment, mixer soft drinks ice and garnishes

Host Bar (client pays for guest drinks):

\$250.00 Total Minimum Bar Sales or \$100.00 Set-Up fee

\$20.00/hr. per Bartender fee

Domestic Beer	\$ 3.00
Import Beer	\$ 4.00
House Wine bottle	\$ 26.00 /bottle
Mixed Drinks	\$ 4.00
Wine Coolers	\$ 3.75

Cash Bar (guest pays for own drinks):

\$250.00 Total Minimum Bar Sales or \$100.00 Set-Up fee

\$20.00/hr. per Bartender fee

Domestic Beer	\$ 5.00
Import Beer	\$ 6.00
House Wine bottle	\$ 26.00 /bottle
Mixed Drinks	\$ 6.75
Wine Coolers	\$ 5.00

PACKAGES:

Packages include beverages, one bartender, bar, cups, napkins, straws, stirrers, credit card terminal, \$1,000,000 liability insurance, liquor license and permit(s). Price includes 10% Sales tax.

Beer, Wine & Soda Package

\$12.00 per guest - Choice of one domestic beer, one imported beer, house Cabernet, Chardonnay, a variety of soft drinks, and bottled water.

Spirits Package

\$20.00 per guest – includes all of above plus Absolut Vodka, Tanqueray Gin, Bacardi Rum, Cuervo Gold Tequila, Jim Beam Whiskey, Chivas Regal Scotch, and a variety of mixers.

Ale Cart

\$2.00 per person, per bottle – Korbel Brandy, Amaretto, Frangelico, Kahlua, Grand Marnier, Bailey’s, and other specialty drinks.

Champagne Toast

\$6.00 per person, per bottle – Corbel Burt and champagne flutes

Additional Labor:

- Bartender \$25.00 per hour
- Server \$15.00 per hour
- Bar back \$25.00 per hour

Note

- We recommend one bartender for every ____ guests; Minimum guest count is ____ guests
- Bar set up will follow your plan whenever possible
- Minimum ____ hour service required
- Service will stop one (1) hour before the end of the event

Exhibit C

Insurance Requirements

REQUEST FOR PROPOSAL FOR ALCHOLIC BEVERAGE CONCESSION SERVICES INSURANCE REQUIREMENTS

- A. Ability to obtain insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the amount required by the City.
- B. PROPOSER agrees to obtain, maintain and pay the premiums for the following types and amounts of insurance coverage for the entire term of the contract to insure against liabilities, claims, losses, or damages resulting from work required by the contract documents:
1. Workers' Compensation Insurance as required by the State of Minnesota, which shall cover all proposer employees engaged in the performance of the work; and Employer's Liability with limits of not less than \$1,000,000 each accident; \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;
 2. Commercial General Liability Insurance covering claims that the PROPOSER or any of its employees, agents or sub-proposers become legally obligated to pay as damages due to Bodily Injury or Property Damage with limits of \$2,000,000 each occurrence and \$3,000,000 annual aggregate. The policy shall include Products/Completed Operations; Contractual Liability; Personal Injury Liability and Broad Form Property Damage.
 3. Liquor Liability Insurance covering the sale and serving of liquor on the premises in the minimum amount of \$1,000,000 per occurrence; \$1,000,000 annual aggregate.
 4. Additional Insurance Requirements.
 - The PROPOSER's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the PROPOSER's actions or failure to act.
 - An Umbrella or Excess Liability insurance policy may be used to supplement the PROPOSER's policy limits to satisfy the minimum insurance requirements.
 - All insurance shall be provided on an occurrence basis and not on a claims-made basis, unless approved by the City.
 - Any insurance limits in excess of the minimum limits shall be available to the City.
 - All policies shall be endorsed with a waiver of subrogation in favor of the City.
 - The PROPOSER is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements before providing any services. If the coverage period shown on the PROPOSER's current certificate of insurance ends during the duration of any contract, the PROPOSER must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage has been extended.
 - The PROPOSER's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
 - The PROPOSER shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
 - The City reserves the right to immediately terminate any contract if the PROPOSER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the PROPOSER.
 - All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
 - The City's failure to approve or disapprove the PROPOSER's policies or certificates shall not relieve the PROPOSER of full responsibility to maintain the required insurance.
 - The PROPOSER is responsible to review and ensure all contractors hired by the Proposer comply with the insurance requirements contained herein.
 - No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the PROPOSER.