



Request for Proposals Mansfield Theater Alcohol Concession

Issued September 22, 2023

1.0 INTRODUCTION

The City of Great Falls/Mansfield Center for the Performing Arts, hereinafter referred to as The Mansfield, is requesting proposals for the operation of alcohol concessions for the Mansfield Theater in the Great Falls Civic Center. Alcohol concessions are an amenity the Theater patron has come to expect and are an excellent way for your organization to raise funds. In a typical season, 35 - 50 events may be held where alcohol concessions are required. Events may be held on any day of the week – typically 7:30 p.m. for evening events or afternoon for matinees – and occasionally events could include both an afternoon and evening performance. Alcohol concessions are usually sold preshow and during a fifteen minute intermission. Occasionally a well-organized group could also do advance sales for intermission distribution. The presenter/renter for each show will have the right to decline alcohol sales at their event. The Mansfield is interested in providing an excellent quality service that will complement the events held in the Theater.

2.0 INFORMATION AND CONDITIONS

2.1 Pre-Proposal Assistance

Questions regarding this RFP or a proposal shall be made in writing and directed to: Owen Grubenhoff, Mansfield Center for the Performing Arts at ogrubenhoff@greatfallsmt.net, and responses to inquiries shall be made in the form of an addendum and posted to the City's website: <https://greatfallsmt.net/rfps>, as specified in the Timeline Section 4.0 below. It is an explicit provision of this RFP that any oral communication is not binding on the City of Great Falls or The Mansfield.

2.2 Submittal of Proposals

All proposals must be received no later than 3:00 p.m. on October 6, 2023. Any proposal received after that time and date will not be considered.

Interested parties are required to submit four (4) copies of the proposal in an envelope clearly labeled "SEALED PROPOSAL: MANSFIELD THEATER ALCOHOL CONCESSION DUE 3:00 P.M., October 6, 2023.

Proposals shall be mailed or delivered to:
City Clerk
PO Box 5021
2nd Floor Civic Center, Room 204
Great Falls, Montana 59403-5021

2.3 All proposals must be submitted in writing and include:

- A description and mission of the group, organization or business
- A description, product list and price of alcohol items to be sold (note: all alcoholic items and handling must comply with City/County Health codes)
- A staffing plan outlining the respondent's ability to be at all events (and the ability to respond to requests for special functions or events)
- Information regarding customer service philosophy and the unique qualities of the proposal
- Signed and notarized Affidavit of Non-Collusion

2.4 The selected Alcohol Concessionaire will be required to enter into an Agreement with the City of Great Falls for a one (1) year term, beginning October 17, 2023 and ending October 17, 2024. The Agreement may include the following terms and conditions:

- The selected Alcohol Concessionaire agrees that it is an independent contractor for purposes of entering into a contract and is not to be considered an employee of the City of Great Falls for any purposes.

- Provisions for termination in the event of non-performance, force majeure, or by either party upon thirty (30) days written notice prior to cancellation. The City reserves the right to withdraw at any time from the agreement if the Alcohol Concessionaire's work has proven unsatisfactory.
- Provision that the Agreement may be extended for two (2) additional, separate one (1) year terms upon mutual agreement.
- Provision that all of the covenants of the Agreement shall inure to the benefit and be binding upon the City of Great Falls and the Concessionaire respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Concessionaire shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.
- Any amendment or modifications to the Agreement or any provisions therein shall be made in writing and executed in the same manner as the original Agreement and shall after execution become a part of the Agreement.
- Prohibition against assigning or transferring the awarded contract without prior written consent of the City.
- Requirement that the Alcohol Concessionaire abide by all federal, state and local laws, ordinances, rules and regulations pertaining to the sales, distribution or consumption of alcoholic beverages. For more information or questions regarding state licenses, please contact the State of Montana, Department of Revenue, Liquor Division, Helena, Montana; phone (406) 444-6900. For information or questions regarding City of Great Falls licenses or permits, please contact the City Planning and Community Development Department; 406-455-8430. The Alcohol Concessionaire shall provide The Mansfield with proof of Liquor Liability Insurance coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, and the coverage shall name the City of Great Falls as an additional insured on the policy evidenced by a certificate of insurance presented to The Mansfield on or before September 1st each year.
- Requirement that the Alcohol Concessionaire procure and maintain in full force and effect during the terms of the agreement, liability insurance with a reliable company including Products-Completed Operations, Personal and advertising Injury and Fire Damage with a minimum policy limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, and shall name the City of Great Falls as an additional insured on the policy to be evidenced by a certificate of insurance and additional insured endorsement and presented to The Mansfield on or before September 1st each year. Product liability insurance will be excluded if Alcohol Concessionaire is reselling prepackaged products only.
- The Alcohol Concessionaire must also carry Workers' Compensation Insurance with Montana Statutory limits. The City of Great Falls provides property insurance for the Mansfield Theater at the Civic Center. The Alcohol Concessionaire is responsible for insuring their product, signage and equipment.
- The Agreement shall include a provision wherein, to the fullest extent permitted by law, Alcohol Concessionaire shall indemnify, defend and hold harmless the City of Great Falls, its officers, agents and employees from and against any and all claims, lawsuits or liability, including attorney's fees and costs including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arise out of, in connection with, or incident to the contract activities, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the wrongful or negligent act, error or omission of Alcohol Concessionaire, its employees, agents, contractors, or any subcontractor as a result of Alcohol Concessionaire's or any subcontractor's performance pursuant to the contract.

2.5 Fees are calculated on gross sales. A fee of 20% of gross sales will be assessed and paid to The Mansfield designated staff person on the day the sales are made. The Alcohol Concessionaire will provide to The Mansfield an accounting record report, cash register tape or some other agreed upon record of sales with the gross and percentage noted.

2.6 The Mansfield shall be responsible for:

- Designating a space and providing a table, linen and chairs
- Providing a schedule of upcoming events
- Providing access to running water
- Providing a staff person to receive the revenue at the conclusion of sales and a receipt for the percentage

The Alcohol Concessionaire shall be responsible for:

- Training staff and TIPS certification
- All merchandise
- Cleaning supplies
- Their own till (cash)
- Cups or containers with lids or other devices which prohibit spillage of alcoholic beverages
- Bottled water can be sold at a price agreed upon with any food concessionaire who is selling during the same event.
- Assuring the facility is left in the condition it was found; any damage incurred will be charged to Alcohol Concessionaire

2.7 The Alcohol Concessionaire is responsible for procuring, supplying and posting all permits and licenses necessary to offer and sell alcohol concessions. The Alcohol Concessionaire shall pay all taxes annexed or levied against the business or merchandise, and agrees to comply with all applicable State laws and local ordinances. Any questions on these policies should be made to the City County Health Department at (406) 454-6950, or the Planning and Community Development Department at (406) 455-8430.

2.8 No display signs, menus or advertising materials of any kind shall be used or placed on the exterior of the Great Falls Civic Center building. Signage may only be used at the designated Alcohol concession sales area. There is absolutely no use of any tape, tacks, nails, screw or hooks on any walls, woodwork, furniture, doors, ceilings or floors. Alcohol Concessionaires must consult with Mansfield staff for approved methods of hanging or displaying signage. Any damages incurred using anything other than the approved method will be charged to the Alcohol Concessionaire. Other decoration requests may be considered with prior approval from The Mansfield. There is absolutely no use of any “open flame” which includes but is not limited to candles, lighters, lanterns or lamps.

2.9 The Alcohol Concessionaire is responsible for wiping off tables and counter tops used, putting away all merchandise, removing any signage, garbage pickup and bagging for ease of emptying and keeping the storage area tidy.

2.10 No building exit or handicap access may be blocked at any time.

3.0 SELECTION PROCESS

3.1 The selection committee will include a staff person of The Mansfield, Deputy City Manager and at least one member of the Mansfield Center for the Performing Arts Advisory Board.

3.2 All proposals will be reviewed and evaluated on:

- Ability to meet the criteria 30 points
- Availability for all events 50 points
- Diversity and potential popularity of the product list 20 points

4.0 TIMELINE

City solicits proposals beginning	September 22, 2023
Questions are due from concessionaire(s) via email	September 29, 2023
Responses to concessionaire(s) inquiries shall be posted	October 4, 2023
Deadline for proposals	October 6, 2023
Final selection complete/Concessionaire notified	October 11, 2023
Term of Contract	October 17, 2023-October 17, 2024