



REQUEST FOR PROPOSALS: BEER GARDEN CONCESSION OPERATION AT THE UPPER MERION JULY 4th CELEBRATION, 2024

Upper Merion Township is looking for interested parties to run a beer garden concession on July 4th, 2024

Proposals Due: 4:00 pm, Friday, April 12, 2024

Electronic submittals are to be sent to Paige Wildasin, Recreation Assistant at pwildasin@umtownship.org on or before 4:00 pm on April 12, 2024. No late responses, incomplete responses, hard copies, or faxed materials will be accepted. The Township reserves the right to cancel or modify this request at any time.

Section I – GENERAL

A. INVITATION

The Township's July 4th Celebration is pleased to offer an exciting opportunity for a well-qualified individual or group of individuals ("Contractor") to operate a beer garden concession (hereinafter referred to as "beer garden") under a one-time agreement for the 2024 July 4th Celebration, July 4th, 2024.

This Request for Proposal ("RFP") is an invitation for qualified vendors to submit proposals to operate a beer garden concession on an exclusive basis (based on the category of product to be sold) for the day of the event.

The Proposer shall demonstrate the ability to perform in this type of event and clearly articulate achievable plans for operation. The goals are to:

- 1) Provide the public with the best and most satisfactory service from the Beer Garden.
- 2) Ensure a legal, safe and responsible person or group to operate within the law.
- 3) Ensure that Upper Merion Township receives adequate and appropriate compensation from the operator in return for the opportunity.

B. DESCRIPTION OF THE BEER GARDEN

Entering yet another year of our July 4th Celebration, the beer garden has been a popular attraction during Upper Merion Township's largest, annual event. The successful Contractor will be responsible for all aspects of the concession to ensure the facilities are functioning in a manner compliant with appropriate laws and regulations. The Contractor will be required to sell beer at the Beer Garden concession. The Beer Garden is expected to be open on July 4, 2024. Hours are from 4:00 PM - 10:00 PM.

The Township is seeking a Contractor to plan, manage, and operate the Beer Garden according to all the terms and conditions listed in this RFP. For the privilege of operating the Beer Garden, the Contractor will pay to the Township an amount as outlined by their proposal.

C. BEER GARDEN LOCATION

The concession will be located at the site of the Township's choosing within the July 4th Celebration venue at [Heuser Park; 694 W. Beidler Rd, King of Prussia, Pa 19406](#).

D. RECEIPT OF PROPOSALS

Each Contractor shall submit one (1) electronic copy of the proposal. Proposals will be accepted until 4:00 pm, local time, Friday, April 12, 2024. Proposals must be submitted as an e-mail to pwildasin@umtownship.org with "Proposal: July 4th Beer Garden Concession" in the subject line. No late responses, incomplete responses, hard copies, or faxed materials will be accepted. The Township reserves the right to cancel or modify this RFP at any time.

Proposals received after the above-stated date and time shall not be considered. Partial or incomplete proposals will be rejected.

E. QUESTIONS CONCERNING THE RFP

Please provide any questions by email to: pwildasin@umtownship.org by Friday, April 5, 2024 at 4:00pm, these questions will be responded to within 3-4 business days.

Section II - PROPOSAL ITEMS, REQUIRED OPERATING RESPONSIBILITIES, AND CONTRACTUAL PROVISIONS

All proposal submittals, attachments A through D, shall be completed and returned with all supporting documentation. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP.

Those submitting a proposal shall respond to all questions as thoroughly as possible. Responses shall fully describe the operational capabilities, experience, the proposed services, and any other pertinent information. Any omission or deviation can be cause for the rejection of the entire proposal. Additional supporting documentation must reference the section and paragraph of the question(s) for which the answer is being provided. Provide a separate attachment wherever indicated in the proposal submittals. All attachments shall be organized chronologically, labeled clearly, and submitted in email format. Any award of contract resulting in an Agreement between the Township and a Contractor will be for the exclusive, product-based, operation of the Beer Garden at July 4th Celebration.

A. CONTRACTOR RESPONSIBILITIES

The following are responsibilities which will be required of the successful Contractor.

Contractor Requirements:

1. Review, sign and complete the Township's Indemnification Agreement. (See section III, attachment D). Must obtain and adhere to the requirements as set forth within the Indemnification Agreement.
2. Provide the Township with a Certificate of Liability Insurance naming the Upper Merion Township as additionally insured for the dates of the July 4th Celebration as defined in the Indemnification Agreement, (Section III, attachment D).
3. Have a sufficient amount of staff at all times to adequately monitor patrons.
4. Provide a sufficient amount of product at the event.
5. Provide sufficient set-up for sales operations including but not limited to; a tent, table, and chairs.
6. Provide a 200ft, outdoor extension cord for electric access.
7. Have adequate financial resources, or the ability to obtain such resources as required
8. Be able to comply with the July 4th Celebration schedules including set-up and clean-up times as required by the Township

The Township Responsibilities:

1. The township will supply a 20'x30' tent, tables and chairs for patron seating. Please note, tables, chairs, and tent(s) will not be provided for the contractor's operation of the beer garden and must be supplied by the contractor.
2. The Township will (6) stanchion signs, surrounding the event venue, Heuser Park, to delineate beer garden area.
3. Provide electrical access within 200ft.
4. Provide Garbage receptacles

B. CONTRACTUAL PROVISIONS

The following are selected contractual provisions which will be required.

1. Term:

The term of the Beer Garden Agreement period of performance shall be for one (1) event, the 2024 July 4th Celebration, July 4, 2024

2. Hours of Operation:

The Beer Garden is expected to be open from 4 pm-10 pm on Thursday, July 4, 2024. All beverage sales must cease at 10 pm. The contractor must arrive at the setup time designated by the Township. The contractor must also ensure an adequate supply of products for the duration of the event. Failure to comply may result in penalties.

C. INSURANCE:

Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this contract:

- a. Insurances as defined in the Indemnification Agreement, see Section III, attachment D of this RFP.

Section III - SUBMISSION REQUIREMENTS; EVALUATION; AWARD

A. SUBMITTED PROPOSALS:

Proposal must contain all of the following:

1. Cover Letter

Contractors are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- a. Key names, including title and position.
- b. Complete mailing address.
- c. Telephone and fax number (including office and cell numbers as appropriate)
- d. E-mail addresses, and any other information needed by Township to contact Contractor.
- e. A statement that the proposing entity confirms its acknowledgment and acceptance of the terms and conditions set forth herein, without exceptions

2. Proposal Items

Proposers are to submit complete, detailed responses to all of the Proposal Items in Attachments A through D.

3. Important Notices

Late proposals will not be considered for review. All proposals submitted in response to this RFP become the property of the Township.

B. EVALUATION AND AWARD:

The Township reserves the right to request additional information to clarify a submitted proposal. Responsive proposals will be scored in each of the criteria and ranked according to scores. Furthermore, the Township reserves the right to conduct such investigations as it considers appropriate with respect to the qualifications of each Contractor and any information contained in its proposal.

Organization of Proposal:

To expedite the evaluation of proposals, each Contractor MUST organize its proposal as described below. Proposals that do not follow the specified format outlined below, may be deemed unresponsive and disqualified from the selection process. In addition, failure on the part of the Contractor to provide the required documentation may be cause for rejection of the proposal.

1. Cover Letter
2. Business information, experience, and set-up questionnaire
3. Suggested Products for Sale and Proposed Pricing
4. Financial Offer
5. Indemnification Agreement

C. EVALUATION CRITERIA:

All properly completed proposals will be reviewed by Township Staff, who shall make a recommendation for award of the contract.

In seeking the best and highest quality of services, the following criteria shall be considered in the proposal evaluations.

- a. Qualifications and experience of the Contractor in providing concessions.
- b. Percentage of revenue.
- c. Quality of products and reasonableness of pricing.

The Township reserves the right to waive any or all irregularities in the RFP process; to reject any or all proposals if it deems such to not be in the best interest of the event and the general public; to cancel this RFP at any time for any reason without making an award if it deems such to be in the best interest of Township and the general public.

D. CONFLICT OF INTEREST:

The Township will ensure that conflict of interest guidelines are followed throughout selection process.

E. REGULATIONS:

The proposed services shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction, and operation, including the Federal, State and local laws and statutes in which the service is located. The Contractor shall fully comply with all applicable laws, regulations, and building codes as required by law.

Section III - Attachments

PROPOSAL REQUIREMENTS

A. BUSINESS INFORMATION, EXPERIENCE and SET-UP QUESTIONNAIRE:

- 1. What is the full legal name of your company and the names of the parties responding?
- 2. What is your proposed concession operation category (beer, wine, spirits or a combination)?
- 3. What is the organizational structure of the parties Corporation, LLC, Team, Group of Individuals, Charity, etc.?
- 4. State the number of years you have operated a beer, wine, or spirits concession
- 5. Where is (was) the location of the concession? What is (was) the name of the concession?
- 6. State the number of times you have held a liquor license
- 7. Number of employees proposed to work at the venue
- 8. Has the Contractor ever had any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee, or liquidator of all or substantially all of your company's assets or any other partner or principal owner of your company?

Yes No

If yes, provide as a separate attachment, a description of all such judgments.

- 9. Are you able to obtain the required insurance coverages and business licenses for the Township?
- 10. Are you able to obtain permits/licenses as deemed necessary by the State of PA, Montgomery County, Upper Merion Township, and other authorities?
- 11. What will your vending set-up consist of? (i.e. table and tent, vehicle and trailer, draft truck, etc.)
- 12. How much space do you need for your entire vending operations, including tent, vehicle, etc.? Please provide the requested space, Length x Width in feet.
- 13. Will you need access to electric?

B. PROPOSED BEVERAGE ITEMS

List below the products you envision selling at the Beer Garden, including the suggested retail price. Please include size/weight of products in ounces (For Example: beer; 12 ounce can, Coors, Light Draft \$6.00, beer; 12 ounce pour, IPA \$7.00)

Example format below:

Item Description, Retail Price

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

C. FINANCIAL OFFER

If selected, the proposer shall pay the Upper Merion Township the following amount for the opportunity to manage the program bidding on:

Flat \$ _____ or % of Gross Revenue \$ _____

Payable to Upper Merion Township by the 12th of July, 2024

D. INDEMNIFICATION AGREEMENT

**AGREEMENT FOR
TOWNSHIP INDEMNIFICATION**

THIS AGREEMENT FOR TOWNSHIP INDEMNIFICATION ("Agreement") is made this _____ day of _____, 202_____, between **UPPER MERION TOWNSHIP** ("Township") with a principal mailing address of 175 W. Valley Forge Road, King of Prussia, PA 19406, and _____ ("Vendor"), with an address of _____ (collectively, "the Parties").

WHEREAS, the Vendor shall be responsible for the possession, sale, service and transfer of liquor and other alcoholic beverages at the location specified as _____ for the period of time ranging from/to _____ for the purpose of _____ ("Special Event.")

WHEREAS, the Special Event will be an event sponsored by the Township and will be help upon Township property.

WHEREAS, in exchange for the ability to render such services at the Special Event, the Vendor is agreeing to indemnify and insure the Township as set forth in detail below.

AGREEMENT

In consideration of the promises, covenants and conditions contained in this Agreement, the Parties agree as follows:

1. Vendor agrees to indemnify and hold harmless the Township from and against any and all claims and any and all loss, cost, damage or expense relating to the possession, sale, service, control, and transfer of liquor and all alcoholic beverages in, to and from the Special Event, including, without limitation, any such claims arising from any act, omission or negligence of Vendor or Vendor's contractors, licensees, agents, employees, volunteers or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person or the Township occurring from and after the date(s) of the Special Event, if such claim arises or accident, injury or damages occurs from the possession, sale, service, control, or transfer of liquor or other alcoholic beverages at, to and from the Special Event, whether such transfer was known, unknown, or otherwise occurring on Township property related to or arising from the possession, sale, service, control, or transfer of liquor or other alcoholic beverages at, to or from the Special Event. Vendor further agrees to indemnify and hold harmless the Township from and against any and all claims and any and all loss, cost, damage or expense relating to any and all property damage or acts of negligence caused by or attributed to Vendor or Vendor's contractors, licensees, agents, employees, volunteers or invitees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Agreement. It is understood that without this indemnification of the Township by Vendor, the Township would not enter into this Agreement and would not permit the sale of alcoholic beverages by Vendor in or on Township property or during the Special Event, and Vendor covenants that Vendor's liability insurance referred to in this Agreement shall cover, indemnify and hold harmless Township from all such matters and items mentioned in this indemnity.

2. Without limiting the generality of other provisions of this Agreement, for such period of time as Vendor or Vendor's contractors, licensees, agents, employees, volunteers or invitees are present on Township property related to the Special Event, Vendor agrees to maintain with a responsible and qualified insurance company approved by the Township: 1) a comprehensive general liability insurance policy with a minimum limit of one million dollars (\$1,000,000.00) for each occurrence of combined single limit bodily injury and property damage, and 2) an insurance policy/policies with a minimum limit of Two Million Dollars (\$2,000,000.00) that shall cover "liquor law" liability, "Dram Shop Act", or the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) covering off-premises locations/services by Vendor, or such higher limits as the Township may from time to time request, provided such higher limits are then customarily being carried by first-class restaurant operations or alcohol vendors in Upper Merion Township selling beer, wine and other alcoholic beverages. All policies shall insure Vendor and the Township (disclosed or undisclosed), and all those claiming by, through or under the Township, adequately in the Township's good-faith judgment, against any and all claims, demands or actions of negligence, including for personal and bodily injury to, or death of, one person or multiple

persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in above indemnity paragraph; so that at all times the Township will be fully protected against any claims that may arise by reason of or in connection with the sale, transfer, possession, control and dispensing of liquor and alcoholic beverages in and from the Special Event and on Township property where such Special Event is held, and all other acts of negligence or property damage caused by or attributed to Vendor or Vendor's contractors, licensees, agents, employees, volunteers or invitees. Prior to the commencement of the Special Event a certificate of insurance will be provided to the Township Manager showing current insurance in force; and all such policies shall name Township as an additional insured and shall provide that such policies shall not be cancelled or the coverage reduced prior to the date of the Special Event without prior written notice to Township, and such certificate shall evidence the same.

3. Vendor agrees to abide by all applicable federal, state and Township laws, regulations, and ordinances, and agrees to assume liability for any violations of such laws, regulations, and ordinances by Vendor or Vendor's contractors, licensees, agents, employees, volunteers or invitees. Such agreement includes, but is not limited to, covenants to:

- i. Perform cash or credit sales only to individuals over the legal drinking age, collected by the Vendor, during the function;
- ii. Check identification cards prior to the sale of alcohol;
- iii. Refrain from serving alcohol to minors;
- iv. Refrain from serving individuals who appear to be intoxicated;
- v. Maintain absolute control of all alcoholic containers present;
- vi. Collect all remaining alcohol at the end of a function (no excess alcohol — opened or unopened — is to be given to any third party without Township consent).

4. The Parties hereto agrees to execute and deliver any additional documents, materials, information, or writings which may reasonably be required in order to consummate the this Agreement.

5. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and venue shall be in Montgomery County, Pennsylvania.

6. The Parties hereto agree that this Agreement represents the entire understanding of the parties with regard to this transaction and that there are no prior or contemporaneous agreements, covenants, or conditions with respect thereto. This Agreement may be amended only by a written amendment.

7. The Parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. If any provision, clause, or part of this Agreement, or any application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

9. The waiver by either Party or the failure by either Party to claim breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach or with respect to any provision hereof or thereof.

10. Facsimile and scanned signatures of this Agreement shall be considered originals.

11. This Agreement shall be binding upon and inure to the benefit of the Parties hereof and their successors and assigns, provided, however, that Vendor shall not have the right to assign this Agreement or any of the rights or delegate any of the obligations hereunder without the prior written consent of the Township.

12. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement or related transactions shall be paid by the party incurring such cost or expense.

13. If any provisions, conditions or requirements of this Agreement shall conflict with provisions, conditions, or requirements set forth under the Upper Merion Township Code, the terms of this Agreement shall control to the extent such conflict cannot be reconciled.

I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, I AM AUTHORIZED TO SIGN THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto, have caused this Agreement to be duly executed as of the date first above written.

UPPER MERION TOWNSHIP

Attest: _____

By: _____

Name: _____

Title: _____

VENDOR: _____

Attest: _____

By: _____

Name: _____

Title: _____,

and authorized signatory for Vendor