

**Request for Proposal
Beverage Sales Services
City of Mason**

February 15, 2023

I. Description

The City of Mason desires to retain an exclusive beverage sales services contract. The request is for equipment and supply for all hard case sales and on premise fountain sales at various City of Mason Municipal facilities outlined in Section III. The contract would be for a one-year period, effective April 1, 2023 through March 31, 2024, with the option for one-year renewals up to nine additional years for a total of ten years.

II. Mason Community Profile

The City of Mason is considered one of the most desirable communities in the Cincinnati metropolitan area and has earned a reputation as a progressive, innovative community. The City is a destination for corporations seeking a thriving business environment and for families desiring attractive neighborhoods and nationally ranked schools. It is in the southwest portion of Ohio, 22 miles northeast of Cincinnati and 30 miles south of Dayton.

Mason is now one of Ohio's fastest growing cities and has over 33,000 residents. Its 19+ square miles are about 85% developed with a mix of businesses, commercial areas, and attractive residential neighborhoods with a wide range of housing types. A comprehensive planning process for the development of the City has helped preserve its small-town feel even as it has evolved into a modern City with attractive amenities.

Mason is strategically located between the Cincinnati region's two most vital commerce corridors, Interstates 71 and 75, just north of the I-275 beltway. Businesses and residents have easy access to the metropolitan centers of Cincinnati and Dayton.

Growth and development in Mason is expected to continue to meet or exceed the average growth of the economy because of Mason's physical location, developable terrain, municipal facilities, services and utilities, and the progressive attitude and actions of City council, administration, and citizens.

III. Locations

The following is intended to provide a brief description of facilities in need of beverage services. The City will work with the selected vendor to annually identify needs of each facility.

Concession facilities:

1. Mason Sports Park at 3400 Mason Morrow Millgrove Road

This concession facility is operated on an event basis for special events and tournaments. Potential needs would be for on premise fountain sales and hard case sales.

2. Sundin Fields at Heritage Oak Park at 4601 US State Route 42

This concession facility is operated on an event basis for special events and tournaments. Potential needs would be for on premise fountain sales and hard case sales.

3. Corwin M. Nixon Park at 6249 Mason Montgomery Road

This concession facility is operated on an event basis for special events and tournaments. Potential needs would be for on premise fountain sales and hard case sales.

4. Mason Municipal Aquatic Center at 6249 Mason Montgomery Road

The Mason Municipal Aquatic Center opened in 2021 and is a state of the art wellness amenity featuring a seasonal heated outdoor leisure pool and an enclosed 50 meter competition pool that operates year round. The City of Mason has an exclusive contract with a concessionaire vendor who operates the concession facility as part of the outdoor leisure pool season. The concessionaire is required to use the beverage sale provider selected by the City. The vendor will enter into a separate contract with the concessionaire and the City assumes no liability for unpaid invoices. The concessionaire operates on a daily basis from approximately May through August and on an event basis from September through April. Potential needs would be for on premise fountain sales and hard case sales. **Sponsorship and marketing opportunities are available for consideration and negotiation at this facility.**

5. Meet Me on Main Café located inside Mason Community Center at 6050 Mason Montgomery Road

The City of Mason has an exclusive contract with a vendor who operates Meet Me on Main Café inside Mason Community Center. The vendor is required to use the beverage sale provider selected by the City. The vendor will enter into a separate contract with the concessionaire and the City assumes no liability for unpaid invoices. Meet Me on Main Café operates daily on a regular basis. Needs would be for on premise fountain sales and potential for hard case sales.

Other Facilities:

6. The Grizzly Golf and Social Lodge located at 6042 Fairway Drive

The Grizzly Golf and Social Lodge is a public golf course owned by the City of Mason and operated by Recreation Management Services. The Grizzly Golf and Social Lodge features a full service bar and restaurant and operates on a daily basis. The facility also features an event and reception space. The needs would be for on premise fountain sales and the potential for hard case sales.

Vending Machine Locations:

1. Mason Community Center located at 6050 Mason Montgomery Road
2. Mason Police Department located at 6000 Mason Montgomery Road
3. Mason Municipal Court located at 6000 Mason Montgomery Road
4. Mason Service Center located at 3900 South State Route 741
5. City of Mason Fire Department Station 51 located at 4420 Mason Montgomery Road
6. City of Mason Fire Department Station 52 located at 5500 Cedar Village Drive

IV. Proposal Instructions & Schedule

Any proposal not providing the required information or not completing all of the necessary forms contained within may be disqualified.

1. Vendors interested in providing service can submit a proposal indicating service for one facility or for multiple.

2. Any exceptions to the specifications or any other special considerations of conditions requested or required by the proposer must be submitted as a part of the proposal.
3. Schedule of Important Dates:
Issue Request for Proposal: Wednesday, February 15, 2023
Proposal Due Date: 12:00 p.m. on Friday, March 3, 2023
Proposal Review Period: March 3 – 10, 2023
Final Review, Selection, and Recommendation: anticipated by Friday, March 17, 2023
4. Proposals or proposal revisions received after the deadline will not be considered. Proposals can be submitted by mail or email and should be directed to Jenna Pantling, Administrative Assistant to the City Manager by 12:00 p.m. by Friday, March 3, 2023.

Mail: City of Mason
Attn: Jenna Pantling
6000 Mason-Montgomery Rd.
Mason, OH 45040

Email: jpantling@masonoh.org

The City will confirm receipt of all emailed proposals. If confirmation is not received, please follow up to ensure your proposal was received.

V. Award Criteria

The City of Mason will review completed proposal and qualification documents based on the criteria listed below.

1. Compliance with proposal specifications
2. Vendor's knowledge and experience with services
3. Proposed pricing structure
4. Sponsorship or special considerations
5. Offerings that align with the City's mission of building a culture of wellness in the community
6. Any additional services or qualities offered that would benefit the City
7. References
8. Additional incentive offerings

The City reserves the right to:

- Accept or reject any or all documents or parts, to waive any technicalities or irregularities, and further reserves the right to request future proposals at its discretion.
- Contact any, all or none of the selected vendors for clarification and/or modification of their proposal.
- Select or reject any alternatives that may be submitted but not specifically outlined in the RFP
- Give consideration to special or unusual considerations that may be included in the respondent's proposal but not outlined in the RFP
- Reject any proposal that is conditional, obscure, or contains irregularities of any kind.
- Negotiate any and all final terms of the proposal
- Postpone or cancel the award or execution of the contract for any reason prior to contract execution

VI. Scope of Work

The following items have been outlined to create a mutually beneficial agreement between the City of Mason and the vendor.

1. The City is soliciting an agreement for one year, with the option of one-year renewals up to nine additional years for a total of ten years.
2. Alcoholic beverages are not allowed to be possessed or sold in any City of Mason facility, without prior approval by the City Manager's Office. The City may permit alcoholic beverages on City property for special events or programming with prior City Manager approval and proper state liquor permits.
3. Upon acceptance of the proposal, the City grants the vendor the right to all beverage sale operations at all or selected designated locations as outlined in the contract.
4. The City reserves the right to allow additional beverage offerings at non-city sponsored events or tournaments taking place in City parks or facilities.
5. The City reserves the right to resell purchased products at annual City special events such as Red, Rhythm and Boom to use as a fundraising opportunity for local non-profit organizations.
6. In a monthly statement, the City will be supplied a detailed list containing vending machine revenues by date and location, as well as the total collected for each location for the month if applicable. This monthly statement shall also include any revenue/commission due to the City for the statement cycle. All fees will be paid in full by the vendor to the City by the fifteenth (15th) of the month following the month in which the revenue was received. Payment shall be made to:

City of Mason
Attn: Finance Department
6000 Mason-Montgomery Rd.
Mason, OH 45040

7. The vendor will provide a yearly business review outlining sales activity and revenue for both hard case sales and fountain sales to determine any adjustments to services.
8. The vendor will provide the City with an account representative and contact information who will serve as the City's direct contact for all orders, inquiries, questions or concerns related to the City's contract for beverage sales.

9. The vendor will be solely responsible for collecting all applicable sales tax and distributing said tax to the proper taxing authorities.
 10. The City assumes responsibility for all utility expenses (electric, gas, trash service) for approved vending locations as part of this agreement.
 11. Ownership and maintenance of equipment will reside with the vendor. If repairs or maintenance are needed, the vendor is responsible for necessary repair costs and are required to complete repairs within 24 hours to minimize impact to customers and business operations.
 12. If ongoing issues with equipment persists, the vendor is responsible for removal and replacement of equipment at no cost to the City.
 13. The vendor is required to provide the City with vouchers to use for vending machines to offset any loss to customers at no cost to the City.
 14. The vendor will be responsible for keeping the equipment in clean and sanitary condition.
 15. The vendor will be responsible for the removal of plastic delivery crates within a two week time period or the crates will be discarded.
 16. The vendor must obtain and maintain for the duration of the agreement, insurance against injuries to persons or damages to property which may arise from or in connection products and services provided with the performance of the work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.
- A. Commercial General Liability (CGL), including products-completed operations coverage, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury, property damage, personal & advertising injury.
 - B. Liquor Liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - C. Workers' Compensation insurance as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.
 - D. The CGL and Liquor Liability policies shall cover, or be endorsed to cover, the City of Mason, its elected and appointed officials, employees, agents, and volunteers as Additional Insureds. Vendor's coverage shall be primary and non-contributing as respects the City of Mason, its elected and appointed officials, employees, agents, and volunteers.
 - E. Vendor shall furnish to City a certificate of insurance evidencing compliance with these specifications prior to commencing work under this agreement. However, failure to obtain the required documents prior to the beginning of work shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
 - F. The Contractor shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation during the Contract term.