



Request for Proposal for a Special Event Wine Distributor



I. Introduction

Since 2007, Wine on the Fox has drawn thousands of vinophiles to downtown Oswego for Illinois' first major wine festival of the season. Historically, Wine on the Fox has been held on the banks of the Fox River, at Hudson Crossing Park, occasionally relocated to the grounds of Village Hall during particularly wet springs.

This family-friendly event, produced by the Village of Oswego, the "Village", expanded to two days in 2011, and historically has featured wines for sale by the glass, bottle, or case from more than a dozen Illinois wineries, each individually contracted to attend and split proceeds with the Village.

The Village had received consistent feedback from event-goers who enjoyed the local independent feel of the event but also wanted more varietals not typically available from Illinois producers. In response, the Village changed the model of the event. In 2018, Wine on the Fox operated under a hybrid that invited one distributor, in addition to multiple independent Illinois wineries, to participate in the event.

This model proved highly successful for the Illinois wineries, the distributor, and the Village of Oswego. The event attracted approximately 6,000 people over two days for wine samplings, live music, food vendor offerings, and a small vintage and handmade boutique of local shops targeted at Mother's Day shoppers. The Village seeks to replicate that success in 2019.

II. 2018 Financial Recap

In 2018, the Village, a not-for-profit special event liquor retailer, initially purchased wine for the event in the sum of \$56,364.00 from a Distributor. After the event concluded, the Distributor credited the Village a sum of \$41,128.44 for unused wine resulting in a Net purchase of \$15,235.56 of wine at agreed-upon case prices. The Village will likely decrease the initial purchase amount in 2019 with the goal of increasing the overall purchase amount to exceed \$16,000.

During Wine on the Fox, patrons are given the opportunity to purchase wine bottles, cases, 5 oz. servings and/or one (1) oz. servings. Although this is not only a wine tasting event, most of the over 6,000 patrons in attendance choose to sample wine via 1 oz. servings, thus providing an exceptional marketing platform for thousands of eventgoers from Illinois and beyond. On average, most eventgoers taste 20-30 wine selections over the course of two days. That's an overall average of 120,000 -180,000 one (1) oz. servings in a single weekend. The success of this event further increases the potential for customer-direct sales from suppliers throughout the year and beyond.

III. Scope of Work

The Village of Oswego is seeking a wine distributor (hereafter referred to as Distributor or Vendor), to provide wine for the Wine on the Fox event May 4-5, 2019. Village will provide to Distributor a copy of its Special Event Retail Liquor License (Not-For-Profit) and will hold the liquor license for the event.

Distributor **must:**

1. Provide a wine portfolio containing a minimum of 50 varieties from a minimum of 20 national and international suppliers
2. Provide a summary of festival and/or event experience and capacity of involvement
3. Acknowledge that other, independent Illinois wineries and/or craft breweries will be represented and/or selling products at the two-day event
4. Work with Village in determining an appropriate selection of wine representing approximately 20 suppliers. Each supplier will be granted a 10' x 10' tent and two (2) tables. Village strongly advises against having different suppliers represented at the same table, but will consider it as part of Distributor's proposal
5. Guarantee price per case including the quantity of bottles/case and volume of wine/bottle
6. Commit to finalizing the list of selected wine and event logistics no later than February 25, 2019
7. Provide an electronic logo for each type of selected wine with permission to use such logo in various marketing materials
8. Deliver the wine at noon the day before the event and secured in a climate-controlled truck which remains on site at no charge to Village
9. Organize the product within the truck by wine type and pre-assigned table number for ease of vending
10. Take product inventory at time of delivery with a Village representative
11. Provide the Village an itemized invoice of selected wine by March 1st
12. Have a knowledgeable representative available to attend bi-monthly meetings in-person or via conference call February - March and weekly meetings April – May, each lasting approximately 60 minutes in duration
13. Provide no fewer than two (2) knowledgeable supplier representatives at each table to market and manage products and to handle tastings at least one-hour prior, one hour following and during all posted event hours
 - a. Representatives must:
 - i. Be tastefully dressed for a family event
 - ii. Be knowledgeable about the winery, individual wine product, and potential pairings, and market wine to the guests
 - iii. Check for the presence of wristbands to ensure guests are age 21+ before serving
 - iv. Take tickets for the appropriate amount of wine and pour the applicable volume of wine purchased (wine glasses provided by Village)
 - v. Have a minimum of one BASSET trained representative at each table, supervising or otherwise pouring wine at all times
 - vi. Never give away free alcohol
 - vii. Always behave in a professional, courteous manner
 - viii. Commit to providing basic festival information to guests, such as location of restrooms, garbage, rinse water and times of the event

- ix. Not reserve bottles of wine from sale at the product tent, if directed by festival organizers
 - x. Must not work for or solicit tips
14. Provide inviting table and tent signage and decor at the events, in an effort to market wineries and their represented products to the public. Signage is strongly encouraged to be winery specific, (i.e. hanging vinyl signs; branded table clothes, etc.) Other decorations may include flowers, wine displays, etc.
 15. Provide a sufficient number of plastic wine caps designed to keep the product fresh after it is opened for vending on the second day of the event
 16. Provide per table: one (1) – two (2) chilling buckets, capable of chilling a minimum of two (2) bottles of each product simultaneously along with a cooler to chill back-up product, (ice provided by Village)
 17. Provide per table: four (4) pitchers for rinse water
 18. The Village to return unused and undamaged bottles in complete cases without restocking or other fees (Village shall not be charged for returned cases of wine)
 19. Provide an on-site “Product Manager” to coordinate the distribution of wine to all tables for the duration of the two-day event. The Product Manager must be able to lift the cases of wine and put them on a golf cart to be driven to the tables by volunteers
 20. Make substitutions only as follows:
 - a. There shall be no more than five (5) products with substitutions, preferably zero (0) since the programs will have already been printed containing selected wine
 - b. Each substitution must be presented to Village via e-mail and acknowledged via cell phone no later than 72 hours prior to the start of the event
 - c. Each substitution requires Village approval and must be of equal price and type
 - d. Electronic logos are required to be received immediately upon approval
 21. Product must be packed in the truck according to agreed-upon booth location at the event
 22. Do a final product inventory with a Village representative immediately following the return of all cases to the truck at the conclusion of the event
 23. Remove truck and product the Monday morning following the event by 9:00 AM
 24. Provide applicable credit for cases of wine to Village by May 30th

IV. Sponsorship

Preference will be given to Distributors that include in the proposal a sponsorship commitment (cash and/or product) for this event. In exchange for the sponsorship commitment, Village will provide marketing and promotional opportunities. Any or all of the following marketing assets may be provided to Distributor dependent upon the level of sponsorship commitment:

Print

Logo on all event posters

On-Site Signage

Main Stage banner (banner provided by sponsor; maximum size 2’x10’)

Entrance/Exit signage

Social Media (8,000+ followers)

Recognition on agreed-upon quantity of Facebook posts

Web

Logo with hyperlink on the event web page(s)

Additional Benefits

Stage announcements

Onsite exhibit booth

V. Selection Process

The RFP will be available to any qualified company choosing to respond. The Village reserves the right to waive any irregularities and to reject any or all proposals. No Proposal may be withdrawn for a period of up to 60 days after date proposals are due.

Listed below is the anticipated schedule for the project:

RFP Available	Thursday, December 14, 2018
Deadline for Questions	Friday, January 11, 2019
Proposals Due	Tuesday, January 22, 2019
Board Approval	Tuesday, February 5, 2019
Event	May 4 & 5, 2019

Proposals shall be available for public inspection after the contract award; however, proprietary or confidential information marked as such in each proposal shall not be disclosed without prior written consent of Distributor unless required by law. It is the responsibility of Distributor to identify any information deemed proprietary or confidential. Upon submission, all proposals become the property of Village and are subject to public record laws.

If a proposal contains proprietary information, the Distributor shall include a cover letter indicating such information and why it is deemed to be proprietary. In addition, any information in which the Distributor considers proprietary MUST be clearly marked “proprietary” next to the relevant part of the text in order for it to be treated as such.

VI. Qualification and Evaluation of Proposals

While the Village is concerned about the ultimate cost, the proposals will not be based solely on the lowest price for products, equipment and services. Proposals will be evaluated on, but not limited to, criteria listed and requested as outlined in the Request for Proposal and what is deemed most advantageous to the Village and in accordance with the Village’s Purchasing Code.

Proposals will be evaluated based upon, but not limited to, the following factors:

1. Festival and/or Event experience and similar capacity of involvement
2. Past performance
3. Project approach & performance differentiators
4. Capacity
5. Local Preference
6. Cost
7. Sponsorship

The Village will determine the best value based upon these criteria and recommend the selection of Distributor.

The Village may request additional information from one or more Distributor(s) after the submission of the initial proposals in order to clarify, confirm, or properly evaluate any proposals. Distributor(s) may be asked to provide an oral discussion of the proposed sponsorship. This presentation shall be limited to the subject matter part of the proposal response and shall be limited to a clarification, explanation, or more extensive description of the proposal.

Answers from the oral discussion may be reflected in a re-evaluation for the submitted proposal due to a better understanding of a specific proposal evaluation item. The Village also reserves the right to negotiate terms of the contract with the intended firm pursuant to the Village's Purchasing Code.

Proposals for services shall include all charges including, but not limited to, deliveries, taxes, and duties of any kind levied by federal, state, municipal, or other governmental authority which either party is required to pay with respect to services covered under this agreement.

VII. Distributor Understandings

Each Distributor(s) by submitting proposals represents that:

1. The Distributor(s) has read and understand this solicitation (including all Attachments) and that its offer is made in accordance therewith.
2. The Distributor(s) has reviewed the solicitation, have become familiar with the local conditions under which the service is to be performed, and has correlated personal observations with the requirements of the proposed documents.
3. The Distributor(s) is qualified to provide the services required under this solicitation and, if awarded the Contract, will do so in a professional, timely manner using successful Distributor skills and attention.

4. The Distributor(s) has reviewed all applicable laws and applicable regulations and that its proposal is in legal conformance.

VIII. Basis of Award

The award determination shall be based on a number of factors, not necessarily the lowest price. Following the deadline for submittal of proposals, the Village will review, analyze, and rank all submittals based on their response to the information requested. If desired, the Village may short list the number of qualified Distributor(s). Distributor(s) are required to sign a copy of the Village's contract.

The Village reserves the right to finalize a contract based on all or some factors involved in the written qualification submittal without further discussion or interviews.

The Village also reserves the right to reject all proposals.

IX. Contract Term

The contract shall be in effect when executed.

X. Billing/Invoicing

The Distributor will receive payment in full upon the delivery of the product. Every effort will be made by the Distributor to replace any damaged product prior to the start of the event and credit the Village for any unused product at the end of the event.

XI. Damaged Items

The Distributor shall assume full responsibility for replacement of all defective or damaged goods prior to the start of the event.

XII. Delivery

Failure of the Distributor to complete services as stated in this RFP, the Village reserves the right to cancel orders, or any part thereof, without obligation, if services are not completed within the time frame(s) specified in this RFP.

Vendor must furnish their own unloading equipment for the deliverables unless other arrangements have been made in writing with the Village. Vendor must remove all packaging material from the delivery location unless other arrangements have been made in writing with the Director.

XIII. Risk of Loss

The risk of loss from any casualty to the goods and services, regardless of the cause, will be the responsibility of the Vendor.

XIV. Insurance Requirements

The Distributor shall provide satisfactory proof of Dram Shop, commercial general liability, property damage, bodily injury, automobile liability and workers compensation insurance, naming the Village of Oswego, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Vendor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Vendor's or its officers', agent's, employees' negligence in the performance of services under this Agreement. Vendors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Distributor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Distributor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Dram Shop

To the maximum extent

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)

Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence) \$3,000,000 (aggregate)

XV. Force Majeure

Whenever a period of time is provided for in this contract for the Vendor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Vendor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of the contract; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

XVI. Additional Items

The Village and Vendor further agree to the following:

Sexual Harassment: During the entire term of the contract, Vendor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

Drug Free Workplace: In compliance with Illinois law, The Vendor certifies and agrees that it will provide a drug free workplace by publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Vendor’s workplace.
2. Specifying the actions that will be taken against employees for violations of such

prohibition.

3. Notifying the employee that, as a condition of employment on such Contract, the employee will:
4. Abide by the terms of the statement; and
5. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
6. Establishing a drug free awareness program to inform employees about:
7. The dangers of drug abuse in the workplace;
8. The Vendor's policy for maintaining a drug free workplace;
9. Available counseling, rehabilitation, or assistance programs; and
10. Penalties imposed for drug violations.
11. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
12. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
13. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
14. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
15. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
16. The Vendor will be required to sign a Drug Free Workplace Certification.

Compliance with Laws and Regulations: In connection with the performance of the work, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Vendor.

Indemnity and Hold Harmless: To the fullest extent permitted by law, Vendor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site,

adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. To the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this contract.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Vendor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Vendor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Worker's Compensation acts or other employees benefit acts.

"Work" shall mean any actions taken by the vendor in furtherance of its obligations pursuant to this agreement.

Equal Opportunity: The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

Non-Discrimination: The Vendor and its employees, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

XVII. Submittals

Proposals will be ranked based upon the information outlined in this RFP.

All **technical questions** shall be submitted in writing no later than Tuesday, January 11, 2019 at 4:00 p.m. local time by e-mail to cparker@oswegoil.org. An addendum, if deemed necessary, will be posted on the website, <http://www.oswegoil.org/business-and-development/bids-and->

rfps.aspx. Price proposals must be sent in a separate sealed envelope.

Submit one electronic copy of your proposal in the following format: 8-1/2 x 11, font size 12, and a maximum of 75 pages.

Proposals must be received no later than Tuesday, January 22, 2019 at 4:00 p.m. local time. All proposals must be sent to email cparker@oswegoil.org with clearly marked subject line of: Wine Distributor RFP.

XVIII. No Guarantee

The information provided by the Village as the amount of product to be purchased, number of visitors and other related matters are informational and should not be constructed as a representation of actual amounts, attendees or other matters all of which are influenced by a number of factors not within the control of the Village.

