

**REQUEST FOR PROPOSAL
for
Café Concession for
LIBRARY 21c
for the
PIKES PEAK LIBRARY DISTRICT
Colorado Springs, CO
(PPLD RFP #540-17-02)**

Pikes Peak Library District (PPLD) is seeking proposals from qualified concessionaires to operate a café concession and catering services in PPLD's Library 21c, located at 1175 Chapel Hills Drive, Colorado Springs, CO 80920. The selected vendor will be required to offer hot and cold snack options, non-alcoholic hot and cold beverages, and provide all necessary services as outlined herein.

Proposal deadline is 5:00 p.m. local (MST) time on September 25, 2017.

I. Terms & Conditions

A. General Terms & Conditions:

1. PPLD is currently in the process of remodeling the Library 21c café facility located at 1175 Chapel Hills Drive, Colorado Springs, CO 80920.

Pikes Peak Library District (PPLD) is the second largest library district in the State of Colorado and a nationally recognized system of public libraries serving a population of more than 623,000 residents in El Paso County, Colorado. PPLD's fourteen facilities, online resources, and mobile library service make it a vital force for individual and community transformation. PPLD has an employee base of 475 full and part-time staff, and utilizes roughly 1,700 volunteers. It strives to reach all members of the community, providing free and equitable access to information and an avenue for personal and community enrichment. PPLD is recognized for its commitment to diversity and community collaboration, its quality programming, and excellent customer service. Additional visitors potentially include employees/clientele from nearby businesses.

It is the intent of this RFP to have a successful Vendor enter into a General Services Contract with PPLD to provide services as outlined herein beginning in Fall 2017. The Vendor selected will exhibit a willingness to adapt and/or expand its services with the services and clientele of the facility. This proposal covers an initial contract period from the date of award through December 31, 2018, followed by three (3) annual options for renewal.

2. **Interested Parties:** All interested companies are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at:

<http://ppld.org/request-for-proposals>

3. **Sole Point of Contact:** Questions and requests for clarification regarding this RFP must be addressed to Sean Anglum at sanglum@ppld.org or 719-884-9820. Questions and requests for clarification may be sent via email, provided that the RFP number, title, and the words "question" and/or "clarification" are identified in the subject area of the email.

All questions and requests for clarification will be responded by email to all proposers and /or posted on line.

4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes.
5. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of their RFP, or any similar or potential conflicts of interest, may, at the sole discretion of the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
6. **Non-Discrimination:** The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

7. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

8. **RFP Schedule:**

RFP Released.....	August 28, 2017
Mandatory Site Tour, 9:00 a.m.	September 12, 2017
Deadline for Receipt of Questions	September 18, 2017
Response to Questions, 5:00 p.m.	September 19, 2017
Proposal Due, 5:00 p.m.	September 25, 2017
Interviews, as necessary	October 2, 2017
Board of Trustees Approval	October 11, 2017

9. **Mandatory Site Tour:** A site tour of the café facility, Library 21c, 1175 Chapel Hills Drive, Colorado Springs, 80919, will be held on September 12, 2017 at 9:00 a.m. local time.

Contact Sean Anglum, sanglum@ppld.org or 719-884-9820, to register for the site tour.

B. **Proposal Preparation:**

1. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

2. **Insurance Requirements:** The successful proposer shall have and provide evidence of worker compensation insurance, general liability insurance (minimum \$1,000,000) and fidelity bonding insurance (minimum \$100,000).

3. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor’s operations or performance in connection herewith.

4. **Submission Information and Documents:** The proposal must be comprehensive and address all elements requested in *Section II. Scope of Services/Specifications/Features* and *Section III. Proposal Requirements*. The proposal must also include the submission of the following signed documents:

Addendum A - *PROPOSAL COVER SHEET*,

Addendum B – *IMMIGRATION CLAUSE FOR CONTRACTS*.

5. **Signatures:** The proposal must be submitted in ink, signed by an officer of the proposing company.
6. **Withdrawal of Proposal:** A proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
7. **Proposal Submissions:** Proposals are to be submitted in sealed envelopes, identified with the proposal number and title, on the forms provided herein, with all attachments, no later than 5:00 p.m. local time on September 25, 2017, to:

Tatiana Zonte
Finance Department
Pikes Peak Library District
1175 Chapel Hills Drive
Colorado Springs, CO 80920

A complete proposal includes the signed original with all the attachments, and six (6) complete copies. An electronic file must also be submitted at bids@ppld.org.

No faxed proposals will be accepted.

Proposals delivered after that time will be rejected.

10. **Confidentiality:** All Materials submitted in response to this RFP become the property of the Pikes Peak Library District, upon delivery, and are to be appended to any formal documentation that would further define or expand any resulting contract.

Proposals are public information. If proprietary information is needed to support your proposal, it must be packaged separately and labeled "CONFIDENTIAL." Such labeled items will be returned at the end of the selection period.

C. **Selection:**

1. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the PPLD.
2. **RFP Selection:** It is the intent of the PPLD to select only responsible and responsive firms. Your proposal should include your most favorable terms and conditions.
3. **Basis of Award:** An evaluation committee will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this committee will be forwarded to the Board of Trustees for approval and execution.

The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:

1. The ability to meet or exceed the requirements defined in the RFP.
2. Experience, qualifications, financial ability, and references.
3. Proposed work plan including staffing and hours of operation.
4. Core and enhanced menu options and additional elements.
5. Reporting ability, process, and format.
6. Completeness of proposal.

D. Contract Formation:

1. **Agreement in Writing:** The successful candidate will be required to enter into a written contract with PPLD.

The contract period will be from date of award through December 31, 2018 followed by three (3) annual options for renewal.

The contract should be renewed in writing prior to January 1 of each renewal year upon satisfactory performance by the firm.

If you have a formal Agreement or Contract that you typically use with such engagements, feel free to attach a copy to your Proposal. A Service Agreement is not a condition of accepting a proposal.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

2. **Amendments to Contract:** Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties. No amendment shall be effective unless approved by PPLD.
3. **Termination:** Either party may terminate the contract without cause by giving written notice thirty (30) days in advance of termination.

This agreement will automatically terminate on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of the business of either party, failure to comply with federal, state or local laws, regulations or requirements.

II. Scope of Services/Specifications/Features

1. **Food and Beverage**

In the Cafeteria, PPLD desires varied and appealing healthy hot and cold beverage and cold snack service with a basic, reasonably priced menu. In addition, Vendor may propose enhanced meal/menu options for consideration, especially in the lunch timeframe of 11:00 AM to 2:00 PM.

The Vendor will have catering opportunities for public events held in Library 21c. As part of this contract, Vendor will be offered the opportunity to bid on catering for PPLD public and internal events.

2. Physical Plant

The functionally equipped Cafe and dining areas (indoor/outdoor) are located on the first floor of the building, within public library space. See attached floor plan, **EXHIBIT A**. The cafe is currently equipped with commercial food service equipment that is owned by PPLD, **EXHIBIT B**. The Vendor will be required to maintain the PPLD provided equipment at its cost. PPLD will remove equipment and fixtures the Vendor chooses not to utilize at its own expense. Dining area tables, chairs, and lighting will remain the property of PPLD. The Vendor will be responsible for the sanitation and cleanliness of the concession area and dining areas at their expense, including the daily removal of all trash. The Vendor will also be required to provide any additional furnishings, appliances, and tenant improvements that it requires to conduct business. Any such additions will be subject to approval by PPLD. PPLD shall provide at its sole cost all utilities to include electrical, water, trash removal, and gas. Maintenance and expenses related to grease traps and other equipment will be the responsibility of the vendor.

All signage for promotion of cafe concessions will be the responsibility of the Vendor and will require approval by PPLD. PPLD and the Vendor will agree upon co-branding standards.

Vendor will provide waste removal service for cafeteria and concession production and service at its sole expense. Trash removal from public dining areas will be the responsibility of PPLD.

3. Customer Service

PPLD strives to serve all people in a manner that ensures their safety in an atmosphere of courtesy, respect, and service excellence. The Vendor must have a service philosophy and demonstrated service history that mirrors this tenet. Vendor shall provide a sufficient number of staff and management personnel to ensure quick and efficient services in keeping with this philosophy.

Preferable hours of operation are during the daily open hours of Library 21c. Vendor should include a proposal of service hours to best accommodate customer needs, based upon its experience.

4. Additional Elements

PPLD is seeking to establish a rich and varied partnership through this RFP. Vendors are encouraged to submit additional food service, programmatic, and promotional ideas that will enhance PPLD's offerings to the public. Examples may include but are not limited to: coffee cart service for employees and patrons; health and wellness sessions for staff; demonstration kitchen programs and classes; organic produce options; sustainability proposals, staff incentives, creative funding opportunities, etc.

5. Business Requirements

The Vendor will be responsible for obtaining and maintaining the necessary permits and licenses as required by the State of Colorado and El Paso County Department of Health.

The concessionaire will be required to provide quarterly reports to PPLD on its sales.

III. Proposal Requirements

The following information and documents must be included in submitted proposal:

A. Company Background and Experience:

1. A statement of Vendor's experience and qualifications to operate a restaurant concession. Include a general overview of your company or business, to include, number of years in business, number of employees, type of food business, and where business is or has been located.
2. Detail of Vendor's background in providing services as requested herein including size of business and dates of operation, and at least three (3) references, including contact names, titles, and telephone numbers of previous clients who can speak to the Vendor's ability to provide food and beverage services.
3. A listing of proposed key staff members who will be involved in providing the services at this site, with their resumes or detailed qualification statements.
4. A detailed plan of operation to include staffing, supplier food and materials agreements.
5. Evidence that Vendor has the financial resources and stability to procure food, supplies, and pay staff salaries over the term of the contract.
6. Samples of reports used to produce sales data and a proposed reporting process.

B. Other Information

Please provide any other information that you feel should be considered in the selection process.

ADDENDUM A
PIKES PEAK LIBRARY DISTRICT
REQUEST FOR PROPOSAL FOR
Café Concession for Library 21c

PROPOSAL COVER SHEET

I. GENERAL INFORMATION

- 1. FIRM NAME _____
- 2. ADDRESS _____

- 3. PHONE _____
- 4. FAX _____
- 5. EMAIL AND WEBSITE _____
- 6. CONTACT _____

II. STATEMENT OF MINIMUM QUALIFICATION

I, _____ (printed name) hereby declare that I am the
_____ (title) of _____ (Name of firm)
submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration
on behalf of the above named firm. All information set forth in this profile and declaration and all
attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the submission
date.

The signer further certifies that (please initial):

- a. _____ The Company has carefully examined all instructions, requirements, specifications, and
terms and conditions of the RFP for which this proposal is submitted. The company understands all
instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and
proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified
in this proposal, in accordance with the instructions, requirements, specifications, and terms and
conditions of the RFP.

- b. _____ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD’s acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. _____ The Company is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. _____ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
- e. _____ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by the PPLD as part of the evaluation.
- f. _____ Obtaining and maintaining the necessary permits and licenses as required by the State of Colorado and El Paso County Department of Health.
- g. _____ Evidence of worker compensation insurance, general liability insurance (minimum \$1,000,000) and fidelity bonding insurance (minimum \$100,000).
- h. _____ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below.

- j. _____ The company is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum D (Colorado Statutes 8-17.5 – 102) is signed and attached.

Authorized Signature

Date

**ADDENDUM B
PIKES PEAK LIBRARY DISTRICT
Cafe Concession for Library 21c**

IMMIGRATION CLAUSE FOR CONTRACTS

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Further, Contractor agrees that it shall comply with the following:

Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the “Basic Pilot program”) of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the Basic Pilot Program is discontinued.

Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.

Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the subcontractor and the PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

Authorized Signature

Date

EXHIBIT A

PPLD NEW FACILITY
EXISTING CAFE/KITCHEN SPACE

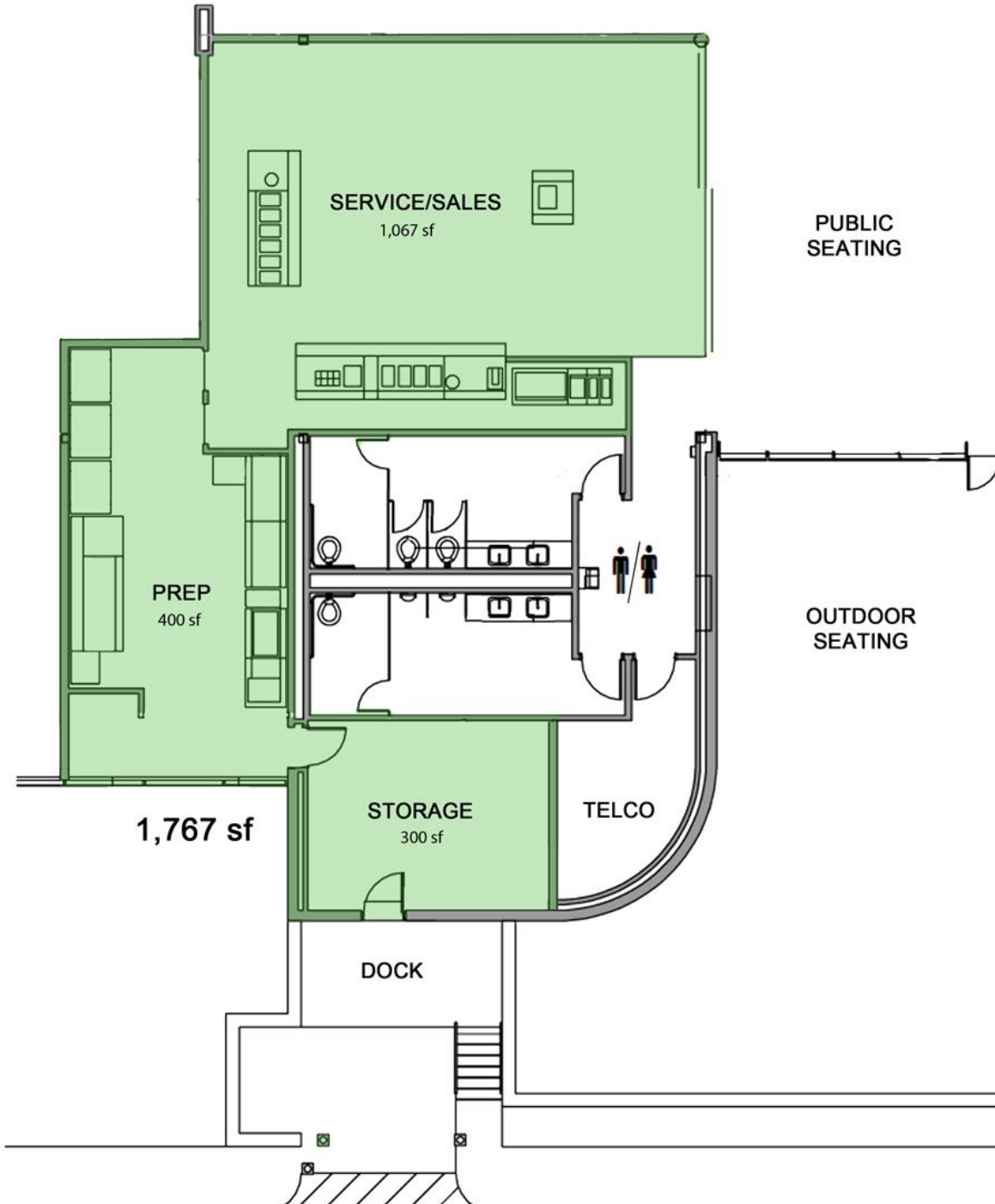


EXHIBIT B

PPLD Library 21c - Kitchen/Concession Equipment Inventory				
Major Equipment				
Qty	Item	Brand	Size	Description
1	6-well steam table	Delfield	10'X4'	Stainless steel, storage, tray surface,carving board, sneeze guard, plumbed/wired
1	Hot/cold table-4-well steam; cold side	Delfield	15'X4'	Cold: 10-1/8 pan; 2+1 door reach ins; 2-drawer warmer; tray shelf, carving board, sneeze guard, plumber/wired
1	Cash register island		4'X3'	Stainless steel; tray surface (3-sides)
2	Hand sinks	Perlick	18"X20"	Stainless steel; built-in soap dispenser and storage; free standing
1	Bread Proofer	Hobart	28"X3'X6'	Stainless steel; 16-tray
1	Reach-in freezer	Hobart	4'X3'X6'	Stainless steel; 2-door
1	Reach-in refrigerator	Hobart	4'X3'X6'	Stainless steel; 2-door
1	Prep station		6'X6'	Stainless steel; 18"X20" prep sink; under storage
1	Hot/cold beverage island	Delfield	8.5'X6.5'	Stainless steel; storage, ice well, drain trays; plumbed/wired
1	3-compartment dish sink	Hobart	8'X30'	Stainless steel
1	Dishwasher w/counters	Hobart		Stainless steel; door type
1	Dish/disposal station	Hobart	19' total	stainless steel; corner station
1	4-burner hot plate	Nemco		

Miscellaneous Equipment				
1	Reach-in ice cream freezer		26"X50"	2-door; glass top; with shelves
1	Prep table		35"X30"	Stainless steel; 6-tray under storage
1	Ice machine w/storage bin	Manitowac		24-hour yield; cube; plumbed
1	Silverware caddy sorter		15-hole	Stainless steel on casters
2	Baker storage racks	Metro	6'X6'X18"	
1	Tray rack		5'	24-tray; enclosed 3-sides
4	Dishwasher removable trays/racks			
35	Food trays			
1	4-drawer filing cabinet			
1	free standing dry erase board	Ghent		