



REQUEST FOR PROPOSAL (RFP)

Operation of a Coffee Shop & Optional Catering Service

REQUEST FOR PROPOSAL (RFP) DATE: January 26, 2021

PROPOSALS DUE NLT: 3:00pm local time, March 1, 2021

RFP # 2-2021

1. General Information:

A. Overview: The Pueblo City-County Library District, herein after “PCCLD,” is soliciting proposals from qualified vendors to provide coffee shop and optional catering services at the Rawlings Library, 100 E. Abriendo, Pueblo CO 81004. Additional information regarding the scope of this engagement is described below in section 8 “Scope of Work.”

B. Requisition for Proposal (RFP) Schedule:

Request for Proposal (RFP) issued:	January 26, 2021
Questions due by 3:00 pm:	February 4, 2021
Proposals due by 3:00 pm:	March 1, 2021
Anticipated contract award date:	March 26, 2021
Services are expected to commence:	August 1, 2022

C. Request for Proposal (RFP) Submittal: Proposals are to be submitted via email clearly identified with the RFP number and title in the email subject line and with all attachments according to schedule and deadline cited above to:

Alexandria Romero, Director of Finance
Pueblo City-County Library District
Email address: alexendria.romero@pueblolibrary.org

Each complete submission is to include a digital version of the completed proposal with a scanned original with signature and all attachments. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received but may not be considered and rejected for lateness.

D. Points of Contact: Questions and requests for clarification regarding this RFP must be addressed via email according to the schedule posted above in Section 1. B. to:

Jon Walker, Executive Director
Pueblo City-County Library District
Email address: jon.walker@pueblolibrary.org

Questions and requests for clarifications should include the RFP number and RFP title plus the words “question” and/or “clarification” in the subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not be timely addressed.

All appropriate questions and requests for clarification will be responded to on PCCLD’s web site <http://www.pueblolibrary.org/about/requests>. Any responses by PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be

considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source other than the above should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

- A. Interested Parties:** All qualified vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- B. Tax Exemption:** PCCLD is a local government entity and exempt from certain sales and use taxes. Proposers shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. An exemption certificate will be furnished by PCCLD following the award and upon request.
- C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- D. Non-Discrimination:** The vendor agrees not to refuse to hire, discharge, promote, demote, or 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.
- E. Governing Law:** The laws of the State of Colorado shall govern any agreement executed between the successful proposer and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.
- F. Confidentiality:** Proposals submitted to PCCLD for consideration shall be considered the property of PCCLD and subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S.
- G. Confidentiality of Information:** The vendor acknowledges that it will, or may, be making use of, acquiring, or adding to information about certain matters and things that are confidential to PCCLD and is the exclusive property of PCCLD, including, but not limited to, legal documents and contracts, personnel and financial information, purchasing and internal cost information, operational manuals, IT schema and passwords, keys and codes, and other proprietary equipment, manners, and methods of PCCLD's business and operations. The vendor affirms to respect these confidential and proprietary matters and only divulge or share these with others with the express written permission of authorized representatives of PCCLD.

3. Proposal Preparation:

A. Exceptions and Deviations: Any exceptions to or deviations from these Terms & Conditions must be identified in writing on an attachment to the proposal submittal. PCCLD reserves the right to accept or reject at its sole discretion any exceptions or deviations by the proposer.

B. Substantive Proposals: By submitting a proposal, the vendor guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) 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 vendor or over PCCLD.

C. Minimum Qualifications: To be considered for selection, vendors must meet at least the following minimum qualifications:

1. Established Business. Proposers must be licensed to operate in Pueblo and in Colorado.
2. Customer Satisfaction, Financial Resources and Ability to Perform. The vendor must be able to show proof it possesses an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP and their proposal. Vendors should provide prior two fiscal years of financial statements or tax filings to evidence sound financial fitness of the business.
3. Legal Compliance. Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City and County of Pueblo, the State of Colorado and the United States.
4. Insurance. The vendor shall not commence work until it has procured, maintains, and provides proof of the appropriate policies of insurances and liabilities. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with PCCLD by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contract, will constitute a breach in which PCCLD has the right and may immediately terminate the engagement. PCCLD reserves the right to request and receive a copy of any policy related to services provided to PCCLD.
 - (a) *Commercial General Liability:* The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by the vendor under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million

for each occurrence and aggregate for property damage. This policy of insurance shall name PCCLD, its agents, officers, and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners' and vendor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by the vendor under the provisions of the contract and "Completed Operations and Projects Liability" coverage.

- (b) *Workers Compensation Insurance:* The vendor shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the applicable law of the State of Colorado during the period of the contract with PCCLD and for such additional time as work on this project is being performed.

D. Submission Information and Documents: The following information and documents shall be included in the proposal submission:

1. Name of vendor, address, telephone number, email address, and contact person's name.
2. Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

E. Signatures: The proposal must be submitted with signature by a person qualified to bind the vendor.

F. Withdrawal of Proposal: A vendor may withdraw its proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no vendor 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.

4. Selection:

A. PCCLD Proposal Review: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum qualifications as outlined in this RFP. The proposals will be ranked based the ability of the vendor to provide the best combination of service and financial advantage to PCCLD. PCCLD will review proposals submitted by the RFP deadline and select a winning proposal. PCCLD reserves the right to interview a short list of vendors. PCCLD will negotiate a contract with the selected vendor. PCCLD will select the proposed services and terms that are most advantageous to it.

B. Negotiation: Subsequent to the proposal due date, PCCLD reserves the right to negotiate terms and conditions with vendors. PCCLD reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with others.

- 5. Key Personnel:** PCCLD prefers a single account relationship manager. In the proposal, list names, titles, and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include relevant qualifications of pertinent personnel.
- 6. Competitive Position:** Describe what differentiates the vendor's service from that of competitors.
- 7. References:** PCCLD reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. PCCLD may postpone the award or execution of the contract after the announcement of the apparent successful proposal in order to complete its investigation. PCCLD reserves the right to reject any proposal or to reject all proposals at any time prior to PCCLD's execution of contract upon the finding that it is in PCCLD's best interest.

8. Scope of Work:

A. Coffee Shop Operation: PCCLD seeks a qualified vendor to operate a coffee shop at the Rawlings Library, 100 E. Abriendo, Pueblo, Colorado. PCCLD intends to engage a vendor for this purpose. The Rawlings Library is a public library that is approximately 109,000 square feet in size located in an urban setting. The space for the coffee shop currently is being designed by a qualified architectural team as part of an extensive renovation to the entire Rawlings Library. A general contractor has been hired for construction services for the renovation project. The building renovation is expected to be substantially complete by August 2022. PCCLD intends to select a vendor in March 2021 to provide coffee shop services at the Rawlings Library and involve the vendor in final design, furnishing, and equipment considerations. The coffee shop is expected to be operational on August 1, 2022, although this date is subject to change. PCCLD expects to provide the finished space for the coffee shop and the vendor will operate the coffee shop. PCCLD expects to negotiate with the selected vendor for the equipment for the coffee shop. The coffee shop is to operate with staff provided by the vendor. Equipment for the service may be owned either by the vendor or by PCCLD, and vendors should indicate equipment they prefer to supply and equipment they prefer PCCLD to provide. The vendor will be responsible for supplying all products for the day-to-day operation of the coffee shop and related services. PCCLD employs a janitorial service for general building cleaning although cleaning and maintenance of vendor equipment is the vendor's responsibility. PCCLD prefers the coffee shop service is available during the regular hours of the Rawlings Library. The Rawlings Library regular hours of service are:

- 9am-9pm, Monday-Thursday
- 9am-6pm, Friday-Saturday
- 1-5pm, Sunday

Vendors should indicate the hours of service that work best for their business.

B. Catering Service Option: PCCLD welcomes as an option for vendors also to propose provision of catering services for meetings and events occurring at the Rawlings Library in

nine meeting and event rooms inside the building. The Rawlings Library includes a separate warming kitchen. Onsite food preparation is limited to assembling, warming, and use of packaged products with no onsite cooking. Some events and meetings may occur outside of regular library hours of service referenced above. Vendors choosing to propose this option should describe the scope of service along with types of food and beverages to be catered. Vendors are **not** required to propose catering services.

C. Building Diagrams: See attached diagrams and additional information pertaining to the coffee shop, warming kitchen, and meeting and event rooms.

D. Compensation: Vendors should indicate how they propose to compensate PCCLD for use of space whether it be rental payment, profit sharing, or some other arrangement.

9. Proposal Requirements

A. Describe your qualifications and experience in providing similar services in similar circumstances.

B. Describe your approach to providing services to PCCLD as described in the “Scope of Work” and elsewhere in this RFP.

10. Right of Acceptance and Rejection

PCCLD 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 PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.