

Advertisement for

Library Cafe

Request for Proposals

Richland Library is soliciting proposals for the lease and operation of the Library Café at its Main Library, 1431 Assembly Street, Columbia, SC location. The library seeks a vendor to perform the services as described in the Request for Proposals.

The Request for Proposals may be obtained from the Administration Center, 1431 Assembly Street, Columbia, SC, 29201 from 10:00am – 5:00pm, Monday – Friday, or: moliver@richlandlibrary.com. The RFP is also available on-line at RichlandLibrary.com, “Doing Business with the Library.”

Sealed proposals must be received on or before 12:00 noon on March 3, 2017. Proposals received after the stated time will not be accepted. Proposals must be in a sealed envelope clearly marked “Library Cafe”.

Richland Library is an affirmative action and equal opportunity agency.

DATE: January 23, 2017

REQUEST FOR PROPOSALS: Library Cafe

OPENING DATE AND TIME: March 3, 2017 at 12:00 noon

Interested parties are invited to submit sealed proposals in accordance with the requirements of the Solicitation contained herein.

Sealed proposals must be submitted to the Main Library Administration Center, 1431 Assembly Street, Attn: Meredith Oliver no later than 12:00 noon, March 3, 2017. Proposals will be opened in the Programming Area adjacent to the Administration Center on the Third Level of the Main Library, 1431 Assembly Street, at which time respondents to this request will be publicly identified. Proposals received after the stated time will not be accepted. Proposal modifications will not be accepted by facsimile prior to opening.

A proposal **must** be signed by an official authorized to bind the offeror and must contain a statement to the effect that the proposal is firm for a period of ninety days beginning March 3, 2017.

Sealed proposals must be marked "**Library Cafe**".

This Solicitation does not commit Richland Library to award a contract, to pay any costs incurred in the preparation of proposals, or to procure or contract for the services solicited. The Library has the right to reject any or all proposals, to waive any minor irregularities, to cancel in part or whole this Solicitation if it is in the best interests of the Library, and to award a contract that will be most advantageous for the Library.

Richland Library is an affirmative action and equal opportunity agency.

KEY EVENT DATES

PROPOSAL

1. Advertise in SCBO January 23, 2017
2. Issuance of Request for Proposals January 23, 2017
3. Pre-Proposal Conference and Walk-Through February 1, 2017 at 10:00 am
4. Deadline for Receipt of Questions February 24, 2017 at 12:00 noon
5. Opening Date/Deadline for Receipt of Proposals March 3, 2017 at 12:00 noon

Send Questions To: Richland Library
Administration Center, Attn: Meredith Oliver
1431 Assembly Street
Columbia, SC 29201-3101
E-mail: moliver@richlandlibrary.com

**Mail Proposals To: Richland Library
Administrative Center
1431 Assembly Street
Columbia, SC 29201-3101

Hand-Carry Proposals To: Richland Library
Administrative Center
1431 Assembly Street
Columbia, SC 29201-3101

Mark Envelopes: **"Library Cafe"**

**Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the Library.

PART I. REQUEST FOR PROPOSALS

A. GENERAL INFORMATION AND CONDITIONS

1. Purpose: This Request for Proposals provides interested retail food vendors with sufficient information to enable them to prepare and submit written proposals for the operation of the Library Café at Richland Library, 1431 Assembly Street, Columbia, SC.
2. Issuing Office: This RFP is issued for Richland Library, 1431 Assembly Street, Columbia, SC 29201, by the Administrative Center on behalf of the Library Finance Office. This issuing office is the sole point of contact for this RFP.
3. Nature of Service: The Library anticipates, but does not guarantee, that the Nature of Services will remain as outlined in Part II. Negotiations may be required with the successful vendor if the requested services are altered.
4. Outside Discussions Prohibited: By submission of a response to the Request for Proposals, a vendor agrees that during the period following issuance of Request and prior to an award, vendor shall not discuss this procurement with other vendors or any outside party except staff officials of Richland Library.
5. Offeror Responsibility: Each offeror shall fully acquaint itself with conditions and restrictions attending the performance of the contract solicited. Offerors are fully responsible for any costs of proposal submissions.
6. Proposal Constitutes Offer: By submitting a proposal, the offeror agrees to be bound by all the terms and conditions set forth in this document. The requirements and conditions set forth in this document will become part of the successful offeror's contractual obligations upon award of the contract.
7. Approval of Board of Trustees: Award of this contract shall not become effective unless and until approved by the Board of Trustees of Richland Library.
8. Preparation of Proposals: All proposals should be complete and clearly and carefully worded. Proposals must convey all the information requested by the Library. The use of advertising and promotional material is not desired. If a proposal contains less than the required information or if the proposal fails to conform to the essential requirements of the Request for Proposals, the Library, in its sole discretion, may declare the proposal, in whole or part, not responsive. **Offeror is required to submit one (1) paper copy and one (1) electronic copy of the proposal (Flash drive, CD, or DVD).**
9. Inspection of Proposals/Confidential Information: Proposals shall be open for public inspection after contract award except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offering vendor shall not be disclosed

without the written consent of the offering vendor.

10. Questions: Every effort has been made to insure that all information needed by offerors is included herein. If an offeror finds that he cannot complete a proposal without additional information, he must submit written questions to the office designated in the Key Event Dates section. No questions will be accepted by the Library after the stated deadline. All questions and replies will be in writing and distributed to all offerors who attend the pre-proposal conference and walk-through and are listed on the sign in sheet.

11. Proposals signed: All proposals must be signed by a representative of the company authorized to commit to the provisions of the proposal. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature.

12. Offeror Qualifications: In addition to the information required by this Request for Proposals, the apparent successful offeror must, upon request of the Library, furnish any and all information requested by the Library to determine offeror's ability to perform the contract.

13. Clarifications: The Library reserves the right, at any time after opening and prior to award, to request from any offeror clarification regarding information contained in the offeror's proposal.

14. Negotiations: In accordance with Section 2-102 (7) of its Procurement Procedures, the Library may negotiate with offerors regarding the evaluation criteria contained in the Request for Proposals. All apparently eligible offerors will be accorded an opportunity to submit best and final proposals if negotiations with any other offeror has resulted in a material alteration to the RFP and such alteration has resulted in a cost consequence which may affect the order of ranking to the proposals. In conducting negotiations, no information derived from competing proposals will be disclosed.

15. Award: Award will be made to the responsive offeror(s) whose proposal(s) is/are determined to be the most advantageous to the Library, its employees, its users, and the taxpayers of Richland County. The evaluation factors are set forth herein. Factors are included in Part I(C). Only the factors listed will be used to evaluate proposals. The Library reserves the right to reject any or all proposals, in whole or part, to waive any minor irregularities, and to cancel in part or whole this solicitation if it is in the best interest of the Library.

16. Term/Option to Extend: Subject to approval of the award by the Board of Trustees, the contract term ends June 30, 2022. The Library reserves the right to review the contract at any time to ensure that the contract terms are beneficial to both parties.

17. Termination: This lease agreement is subject to termination, for failure to comply with the specifications, terms, and conditions, by the Library, or the successful responder, upon written notice by registered mail. Such termination will be effective not less than ten (10)

calendar days nor more than thirty (30) calendar days after receipt of such notice from the Library nor less than thirty (30) calendar days nor more than sixty (60) calendar days after receipt by the Library from the successful responder. Receipt of notice by one party to terminate the lease agreement will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the Library shall be responsible to pay the successful responder only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges. It will be the vendor's obligation to restore the Café to its previous condition upon termination of the lease.

18. Governing Law: The vendor must comply with all applicable Federal laws and those of the State of South Carolina, including laws concerning authorization or license to do business in South Carolina. Interpretation and enforcement of the contract is governed by South Carolina law.

19. Insurance: Vendor shall maintain, throughout the performance of its obligations under the contract, Worker's Compensation insurance with such limits as required by law and a policy of \$1,000,000.00 general liability insurance, and other insurances to limits listed in Part II, D of this solicitation. These policies will insure against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based on any act or omission of the vendor or any of its employees, officers, directors, or agents.

20. Indemnification: Vendor agrees to hold the Library, its employees, officers and agents harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished or services performed by the vendor, provided that such liability is not attributable to negligence on the part of the Library, its officers, employees or agents.

21. Vendor Responsibility: The vendor alone will be held solely responsible for the performance of any and all obligations under the contract resulting from its proposal.

22. Nondiscrimination: Vendor agrees that, during the performance of all obligations under its contract with the Library, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; that it will take affirmative action to insure that applicants are employed and employees are treated fairly during employment without regard to race, color, religion, sex, national origin; that all solicitations or advertisements for employees placed by or on behalf of the vendor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

23. Right to Protest: Vendors who have submitted a response to a Request for Proposals and believe that award has been improperly made may protest such award by submitting a protest, in writing, to the Procurement Coordinator, Richland Library, 1431 Assembly Street, Columbia, SC 29201-3101, within ten (10) days after the award or intent to award notice.

B. PROPOSAL REQUIREMENTS

Offeror must respond fully to each requirement stated below and indicate its compliance and understanding:

1. Offeror should state its understanding of the purpose described in this Request for Proposals.
2. The successful vendor must be authorized and licensed to do business in Richland County, South Carolina.
3. Offeror must agree in its proposal that if it is the successful vendor, it will indemnify and hold the Library harmless for claims and damages as required in this Request for Proposals, Part I, A, 20.
4. Offeror must agree in its proposal, that if it is the successful vendor, prior to award in the time specified by the Library, that it will furnish proof of Worker's Compensation insurance and a \$1,000,000 general liability insurance as required in this Request for Proposals, Part I, A, 19, and Part II, D.
5. The offeror must outline in its proposal, as described in Part II Nature of Services, Section O, Submittal Requirements, its proposed plan to perform the required services, including any other information which demonstrates offeror's understanding of the services required and its ability to properly operate the Library Cafe.
6. Offeror must sign and have notarized the attached Affidavit of Noncollusion.
7. Offeror must sign and have notarized the attached Affidavit of Nondiscrimination.

C. EVALUATION CRITERIA

Proposals will be reviewed to determine compliance with all of the requirements of the Request for Proposals. Any proposal failing to meet all essential requirements of the RFP may be rejected. Each proposal that meets all of the essential requirements of the RFP will be evaluated based on the criteria listed below in relative order of importance, also listed in Part II, J of this RFP.

1. Experience and reputation in the food service industry. A minimum of three years of successful food and beverage management is desired.
2. Business ability of the respondent as demonstrated by the longevity of other operation(s) and revenues achieved.
3. The extent to which owners participate in the day-to-day operations of any present business and the extent to which they intend to participate in the operation of the Library Café.
4. Financial capacity of the respondent to cover initial capital expenditures and operating costs through the start-up and possible seasonal variations in revenue.
5. The proposed menu.
6. Business plan for the Library Café.
7. Results of reference and credit checks.
8. Any conflict of interest disclosed by the respondent or ascertained during the evaluation process.

PART II. NATURE OF SERVICES

OVERVIEW

Richland Library is soliciting proposals from experienced operators to establish and operate a café at Richland Library Main, located at the corner of Assembly and Hampton Streets in Columbia, SC.

The Library intends to enter into a lease agreement with an operator meeting the criteria set forth in this Request for Proposal (the "RFP") and selected through the process described below. The RFP is intended to be a guideline for interested respondents. The actual selection process is expected to encompass both a thorough review of responses to the RFP and an interview/negotiation process.

The Library is a vibrant destination in downtown Columbia consisting of approximately 200,000 square feet of public and staff space. The café is to be operated in a 1900 square foot facility designed for this purpose. The café is on the street level of the Library, the First Floor, just inside the Hampton Street entrance. The café's location is adjacent to the Library's new exhibit space, the primary entry, and the new outdoor plaza. Every visitor to the Library will walk by the café and is a potential customer. Café customers will be allowed to take covered drinks, with snap lids, into the library to enjoy in designated areas on each floor. Café customers may enjoy their food selections in the Café seating area, or to-go.

Richland Library Main is currently undergoing renovation and wishes to open the new café shortly after the First Floor is completed in Spring of 2017. It is the Library's desire to have the Café open by Summer 2017. Renovations to the Garden Level will continue and be completed in Fall 2017. The Main Library has averaged more than 980,000 visitors per year over the past five years. It is expected that the newly renovated Main Library will attract visitors in much greater numbers.

SPECIFIC CONDITIONS

A. Requirements

The Café must be operated in a first-class manner with regard to food quality, service, and cleanliness to enhance the Library Experience for both public and staff. Aside from the offerings detailed below, other offerings may be proposed, but are subject to Library approval.

- **Menu:** Moderately priced fresh food items such as soups (soup of the day, chili, *e.g.*), sandwiches and wraps (club, veggie, pita, *e.g.*), salads (garden, chicken, Cobb, *e.g.*), and meal and snack items specifically selected to appeal to children (PB&J, grilled cheese, pre-packaged snacks). Baked goods such as muffins, bagels, cookies and assorted pastries. Freshly prepared fruit cups, and whole fruit. Beverages such as coffee and other hot and iced coffee specialty drinks, hot and iced tea, bottled water and juices, and fountain drinks. The Library expects the menu prices to fall within a reasonable range as compared to those at competing café and sandwich shops in the downtown Columbia area. The Library reserves the right to review the prices and menu to ensure that the offerings are competitive and to negotiate this with the successful vendor. No alcoholic beverages may be served or sold.
- **Food Preparation:** The Café kitchen and food service area should be equipped and capable of delivering fresh-brewed coffee and specialty coffee drinks, reheat and keep hot soups, prepare fresh salads as well as amending already prepared salads, prepare and heat sandwiches, and perform other light cooking and preparation that does not require gas, a range, frying, or an exhaust system.
- **Small, Local, Minority, Organic Sourced Ingredients:** The Library will give preference in evaluating proposals to those who use organic ingredients, and those who source from small, minority owned, and Richland County suppliers.
- **Catering:** The newly renovated Richland Library Main provides more than 30 meeting spaces of various sizes. Groups reserving spaces will be allowed to provide snacks and meals for their programs within the library's room use policies. The Library café operator will be well positioned to provide catering services to these events, but will not have an exclusive franchise to provide this service.
- **Hours of Operation:** Hours of Operation will be determined by Richland Library Main's operating schedule. Regular or occasional hours of operation beyond Library hours are negotiable, the Library and café operator may mutually decide to open earlier, especially on weekday mornings, to attract commuter traffic. The café must be ready to operate and fully functioning upon opening to the public.
- **Holidays:** The Library closes in recognition of certain public holidays. The list is approved annually by the Board of Trustees and a copy will be supplied to the vendor when available. If the Library closes due to inclement weather after the normal opening, the Café would be expected to close as well. If the Library does not open or delays opening due to inclement weather, the Café would not be expected to operate during times the Library is closed.

- **Rent:** The Library will charge monthly rent for use of the space. We expect the rent to fall in the \$10-\$25/sf/year range. The amount will be negotiated with the successful responder and will take into account Richland Library's unique location and desire for an appealing café venue that is a successful business enterprise.
- **Food Quality:** Richland Library wishes the café to be an amenity that attracts visitors who may not have otherwise stopped by, as well as a convenience to our regular visitors and staff. We also want the operator of the café to realize business success in their new outlet. The operator will make every effort to ensure that high quality food is sold. All foods should be freshly baked and/or prepared locally on a daily basis. The operator shall refrain from presenting pre-packaged, previously frozen, and/or food items contained in cans, shrink wrap, etc. Re-warming on site will be permitted. Limited prepackaged food items may be served, mostly aimed toward our youngest visitors. Food items typically found in vending machines must be limited and pre-approved by the Library.
- **Deliveries:** Deliveries are to be made only between the hours of 8:00 a.m. and 9:00 a.m. Monday through Saturday and 1:00 p.m. and 2:00 p.m. on Sunday. Deliveries must be made through the loading dock area on the Garden Level on the Park Street side of the building. Deliveries must be coordinated with Library Security Staff in order to gain entry to the building. Operator is responsible for transporting deliveries to the Café area and should not expect assistance from Library staff. The Library will not accept deliveries nor will they assume any responsibility for any products left unattended in any area of the Library.
- **Sustainability:** The Library will give preference during evaluation of proposals to those operators who use compostable disposable cutlery, serving cups and plates. The operator must provide recycling facilities to its customers and encourage good environmental practices actively, and passively through design. The Library will not allow Styrofoam or any other expanded polystyrene products to be served.
- **Presentation:** The café operator is responsible for keeping the café area crisp, neat, clean and in good repair. Operator is responsible for regularly bussing the Café tables and immediately cleaning up spills/messes in the café area. The Operator shall be responsible for wiping down tables and chairs in the seating area. Operator will not allow boxes, cartons, barrels or other similar items to remain in view of public. Operator will be required to properly store and/or dispose of all food products, supplies and waste in order not to encourage pests. The Library will provide a dumpster on site for trash, and central collection recycling containers will be made available upon request. Trash and recycling receptacles in the café and back of house are the responsibility of the operator, as is the moving of trash and recycling to the central collection area and dumpster.
- **Services:** The Library will provide and pay for the following utilities:
 - Electricity
 - Water
 - Phone and data
 - Basic Monthly Pest Control

The operator will provide:

- Janitorial in the café
- Additional Pest Control if required
- **Maintenance:** The Library is responsible for the repair and maintenance of the leased premises only. Operator assumes responsibility, maintenance and repairs of all existing kitchen appliances and equipment as is. The operator is responsible for providing and maintaining any additional kitchen equipment deemed necessary to operate the café. The operator is responsible for cleaning and maintenance of the grease trap in accordance with City of Columbia Regulations, Part 29, "Fats, Oils, and Grease Management Regulations", and keeping a maintenance log for grease trap cleaning.

B. Property and Name

The Café is located in the Richland Library Main, 1431 Assembly Street, Columbia, South Carolina. The name of the Café will be determined by the vendor subject to final approval by the Richland Library Board of Trustees.

C. Premises

The space to be leased (the "Premises") contains approximately 1,900 useable and rentable square feet. Of this total, approximately 900 square feet is designated for seating; approximately 350 square feet for sales, approximately 250 square feet for serving, preparation and storage, and approximately 600 square feet for circulating and queueing.

In addition, operator must adhere to these guidelines:

- The area available for the Café is limited; therefore special attention must be given to the organization of each element. All elements are to be designed as an integral part of the Café.
- The equipment and its placement, serving plates, and utensils are important visual elements of the overall design and appearance of the Café. Careful attention is to be given to each piece of equipment and how it is viewed by the public. All equipment is subject to design review by the Library.
- Lighting modifications may be permitted. Design and placement subject to Library approval.
- Exposed fluorescent lighting is not permitted.
- Signage/menu boards design and placement are subject to Library approval.

- Cabinets and drawers are to be designed to be lockable. The Library is not responsible for damage, loss or theft of property in the Café. A fabricated security system, such as gates or curtains, is not permitted.

The Library will provide the basic equipment listed below for use by the Operator at the Café. The Library's Operations Manager will supply a specific listing of equipment at the pre-bid conference.

1. Kitchen equipment (as is)
2. Lighting
3. Ceiling and flooring in Café area
4. Plumbing
5. Seating
6. Tables and counter space

Vendor is to supply all other desired equipment and furniture. The equipment and furniture must blend with the decor and style of the overall Library. The Library reserves the right of approval for all equipment, furnishing, and dinner/silverware brought into the Café.

D. Terms

The initial lease term will commence as soon as practicable following the First Floor renovation in spring 2017 and continue through June 30, 2022.

E. Insurance

Throughout the term of the lease the operator will be required to maintain insurance in the following amounts and coverages:

1. Worker's Compensation, pursuant to South Carolina statutory limits, with Employer's Liability limits not less than \$1,000,000 each accident.
2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
3. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and non-owned and hired auto

coverage, as applicable. The operator will be required to meet the Library's additional insurance and indemnity requirements.

4. The Richland Library System shall be named as an additional insured on all operator's insurance policies.

F. Possessor's Interest and Taxes

The operator will be responsible for paying any possessor interest and taxes due in connection with the lease.

G. Hiring and Employment Practices

The operator shall not, in the operation and use of the Café, discriminate against any person or group of persons. The operator shall comply with all appropriate local, state and federal rules, regulations, statutes, etc., related to hiring and employment. Employees are expected to dress in such a manner that a professional image is presented.

Operator and all employees will be required to attend a training class on customer experience standards for the Library, and will be expected to adhere those standards.

All employees will be expected to follow the Library's Code of Conduct which will be supplied during the mandatory pre-bid conference.

H. Publicity Releases

Successful responder agrees to not refer to the award of this lease agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Library. The successful responder shall not have the right to include the Library's name in its published list of customers without prior written permission of the Library. With regard to media releases, only the name of the Library, type and duration of lease agreement may be used and then only with prior written approval of the Library. The successful responder also agrees not to publish, or cite in any form, any comments or quotes from the Library staff.

I. Public Record

All information submitted relating to this RFP, except for proprietary information, shall become part of the public record to the extent required by the *Freedom of Information Act*. Responders shall be responsible for clearly marking all information that is proprietary based on the *Freedom of Information Act*. The Library assumes no responsibility for the release of information not clearly and properly labeled as proprietary.

J. Precedence

In the event of conflict between the terms and conditions and specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

K. Selection Criteria

All proposals will be evaluated by the Library in accordance with the criteria and procedures identified herein. The Library reserves the right in its sole discretion to make a selection based directly on the proposals or to negotiate further with one or more of the respondents without limiting any of its rights described in any section of this RFP. The selected proposal will be chosen on the basis of its apparent ability to best meet the overall expectations of the Library. The Library will be the judge of which proposal offers the greatest benefit. The Library reserves the right to reject any and all proposals.

Proposals will become the property of the Library and will be subject to public inspection in accordance with the *Freedom of Information Act*. Any proprietary information submitted by an offeror must be clearly labeled as such.

The classification of an entire proposal document as proprietary is not acceptable. Areas labeled as trade secrets or proprietary information must meet the definition(s) for such as listed in the *Freedom of Information Act* or may otherwise be subject to challenge.

Proposals should be as thorough and detailed as possible. Emphasis should be on completeness and clarity of content.

Information which the respondent desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

All proposals must be signed with the firm's name and by a responsible officer or authorized employee. Obligations assumed by such signature will be considered valid and must be fulfilled.

If you have received this RFP document from a source other than the Library, please check with the Administrative Assistant, Meredith Oliver (803-929-3423) prior to submittal to ensure you have an up-to-date package.

The following criteria will assist in assessing the merits of each proposal received by the Library:

1. Experience and reputation in the food service industry. A minimum of three years of successful food and beverage management is desired.
2. Business ability of the respondent as demonstrated by the longevity of other operation(s) and revenues achieved.
3. The extent to which owners participate in the day-to-day operations of any present business and the extent to which they intend to participate in the operation of the Library Café.
4. Financial capacity of the respondent to cover initial capital expenditures and operating costs through the start-up and possible seasonal variations in revenue.
5. The proposed menu.
6. Business plan for the Library Café.
7. Results of reference and credit checks.
8. Any conflict of interest disclosed by the respondent or ascertained during the evaluation process.

L. Grounds for Rejection

Any false, incomplete, or unresponsive statements in connection with a proposal may be cause for its rejection at the Library's discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a proposal shall be the prerogative of the Library and its judgment shall be final. The Library reserves the right to waive minor defects or irregularities in any proposal.

M. Tour of the Premises

A pre-bid conference will be conducted on Wednesday, February 1, beginning at 10:00 A.M. E.S.T. in the Theater on the Second Level of Richland Library Main Library, 1431 Assembly Street, Columbia, South Carolina. The first item on the agenda will be a walk-through of the Café location.

Immediately following the tour, the Library will provide attendees with an opportunity to ask questions about the business opportunity and comment on the content of the RFP.

All inquiries and questions following the pre-proposal conference regarding the RFP must be submitted in writing to Meredith Oliver, Administrative Assistant, Richland Library, 1431 Assembly Street, Columbia, SC 29201 or email moliver@richlandlibrary.com. Written inquiries must be received no later than 12:00 P.M. on February 24, 2017.

All inquiries and responses will be distributed to all representatives attending the pre-proposal meeting. Richland Library shall not be responsible for any oral instructions made by any employee of Richland Library in regard to this RFP.

N. Submission Deadline and Selection Timeframe

The submission deadline for proposals is 12:00 P.M. E.S.T. on Friday, March 3, 2017. Proposals are to be delivered to Richland Library, 1431 Assembly Street, Columbia, SC, 29201, where they will be publicly opened and only the names of the respondents will be disclosed. Proposals, whether mailed or hand delivered, must be received and time/date stamped in Library Administration by the closing time and date indicated on the RFP. Proposals received after the closing time/date will not be accepted.

Proposals will be evaluated by the Library on the basis of the selection criteria set forth above. The Library will consider the materials submitted by the respondent and references. The Library may request formal presentations from respondents, visits to other locations operated by respondents, and an interview(s) with a representative of the respondent. No decision will be made until the Library has had ample time to evaluate each proposal. The determination by the Library to select a particular proposal shall not imply acceptance of the respondent's business offer which may be subject to further negotiation prior to approval of a lease. No proposal may be withdrawn for a period of 90 days after opening date. By submission of a proposal, you are guaranteeing that all goods and services meet the requirement of this solicitation during the lease agreement period.

The Library expects to complete its evaluation process and choose a vendor by March 13, 2017. Unless subsequently notified by the Library, the selected respondent must be able to begin operation of the Café within ninety (90) days of contract award.

O. Submittal Requirements

Proposals to this RFP must be made according to the specifications set forth below. Any major deviation from these specifications may be cause for rejection of a proposal at the Library's discretion. The content and sequence of a proposal must be as follows:

1. **Cover Letter.** A cover letter shall be provided describing the respondent, including the name and address of the entity submitting the proposal, the date the entity was established and the name, address, and telephone number of the person or persons who will serve as the entity's principal contact person with the Library and be authorized to make representations on behalf of the entity. This letter must bear the signature of the person having proper authority to make the proposal for the entity.

2. **Table of Contents.** A table of contents shall be provided listing the individual sections of the proposal and their corresponding page numbers.
3. **Management Summary.** A brief synopsis of the highlights of the proposal should be presented which should not exceed one page in length, which is easily understood, and which summarizes the overall benefits of the proposal to the Library.
4. **Key Personnel: Qualifications and Experience.** A complete list of key personnel associated with the proposal shall be provided, including on-site management. For each person included on the list, the following information must be provided:
 - a. the individual's relationship with the entity including current job title, employment with the entity, financial interest in the entity, and the relationship he/she will have with the proposed Café operation.
 - b. the individual's educational background, including all college-level and other relevant training.
 - c. the individual's work experience, including the number of years of relevant experience, title, or function while gaining the experience and the approximate dates of the projects cited for relevant experience.
5. **Organization: Qualifications, and Experience.** A statement of the respondent's qualifications, including a summary of the respondent's experience relative to the management, maintenance, and operation of similar operations, either as a corporation or other entity. At a minimum, a list of three references of former and present employers/clients, including their names, addresses, and phone numbers must be included.
6. **Facilities and Operations.** Written explanation shall be provided as to the approach the respondent intends to pursue in order to:
 - a. promote maximum utilization of the Café
 - b. keep the premises clean and neat at all times
 - c. develop menu items
 - d. establish an identity for the Café
 - e. cook and bake food items off site and/or deliver the same to the Café
 - f. adjust the menu, service, and prices to demand
 - g. staff the operation

7. **Menu.** Provide examples of the typical food and beverage items which would be offered in the Café.
8. **Equipment.** List the number and description of equipment to be provided by the respondent.
9. **Financial Statement.** Submit a current financial statement showing the operating entity's net worth and current financial status. NOTE: In the event funds are to be borrowed to finance any portion of the total investment made by the respondent, a letter-of-intent from a bank or other lending institution indicating the minimum amount which will be loaned and any applicable annual percentage rate inferred and any other material terms including security may be requested by the Library.
10. **References.** Indicate the names, addresses, and phone numbers of three (3) credit references including previous landlords with which the entity has conducted business with the last five (5) years which the Library may contact to obtain information on the entity's credit standing. The Library reserves the right to obtain credit reports on any and all respondents.
11. **Acceptance of Conditions.** An acceptance of conditions statement which affirms the entity's acceptance of all conditions and requirements contained in this RFP must be provided.
12. **Proposal Execution.** The proposal must be signed in ink, with the address of the entity provided.
13. **Addenda**

Respondents must also include the following materials in the submission:

- a. a completed and signed Qualifications Questionnaire included with this RFP;
- b. a business plan for the Library Café;
- c. a current financial statement and profit and loss statements for the past three years;
- d. the source of and amount of funds available for start-up expenses and working capital; and
- e. an estimate of the time necessary to get the Café open for business.

P. Terms and Conditions

1. This RFP is only an invitation to submit proposals and does not commit the Library in any way to enter into a lease agreement or to proceed with the proposed Café. In addition, the issuance of this RFP does not obligate the Library to pay any costs whatsoever incurred by a respondent in connection with this RFP, including without limitation (a) the preparation and presentation of a proposal, (b) any supplements or modifications of this RFP or (c) negotiations with the Library or other party arising out of or relating to this RFP or the subject matter of this RFP.

2. The Library expressly reserves the right at any time and from time to time, and for its own convenience, in the Library's sole discretion, to do any or all of the following:
 - a. waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process;
 - b. reject any and all proposals, without indicating any reason for such rejection;
 - c. request that certain or all responders to this RFP supplement or modify all or certain aspects of the information or proposals submitted;
 - d. reissue a Request for Proposals;
 - e. procure any service by any other means;
 - f. modify the selection procedure, the scope of the proposed project or the required responses;
 - g. extend deadlines for accepting responses, request amendments to responses after expiration of deadlines, or negotiate or approve final agreements;
 - h. negotiate with any, all or none of the respondents to the RFP; and
 - i. modify the terms of the lease.

3. **Respondent Certification.** By submitting a proposal, the respondent certifies to the Library that the respondent has not paid nor agreed to pay and will not pay or agree to pay any fee or commission, or any other thing of value contingent on the award of a lease agreement for the Café to any Library employee or official, or to any contracting consultant hired by the Library for purposes of the project.

4. **Approval.** The lease agreement will require the approval of the Richland Library Board of Trustees in their sole and absolute discretion. As part of the approval process, the successful respondent may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the lease agreement as required by the Library prior to the execution of the agreement.

5. **Earnest Period.** All aspects of a proposal must be firm for a minimum period of ninety (90) days following the opening of the proposal.
6. **Waiver.** The Library reserves the right to waive any Instruction to Proposers, General or Special Terms and Conditions, specification, or technicalities when it is deemed to be in the best interest of the Library to do so.
7. **Rejection.** The Library reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the Library.
8. **Federal, State and Local Laws.** The successful responder assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the successful responder and his employees including, but not limited to, compliance with the EEO Guidelines, the *Occupational Safety and Health Act of 1970*, and minimum wage guidelines.
9. **Deduction and Holdbacks.** In addition to the Library's right of termination, the Library shall be entitled to full reimbursement for any costs incurred by the Library by reason of the successful responder's failure to perform or to satisfactorily perform its responsibilities and duties, which costs may include, but are not limited to the cost of using the Library's employees or employees of any other entity to perform the obligations of the lease agreement. The Library may obtain any such reimbursement by deduction from payments otherwise due to the successful responder or by any other proper and lawful means. All deductions from any money due the successful responder are to be liquidated damages and not as a penalty. It is the Library's intent to give the successful responder a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five (5) business days. The Library will assess the following charges in the event that the successful responder fails to perform any of the required work within the required time limits and in the event the Library carries out the work using its employees or another vendor.
 1. For use of Library's employees – actual cost involved.
 2. For use of another successful responder – the amounts charged by said successful responder.

10. **MWBE Participation – Affirmative Action.**
 - a. MWBE – Vendors submitting proposals are encouraged to solicit MWBE participation in fulfilling their lease agreement. Indicate in your response any MWBE areas of involvement for monitoring purposes.
 - b. The successful responder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin, or physical handicap.

11. **Termination.** This lease agreement is subject to termination, for failure to comply with the specifications, terms, and conditions, by the Library, or the successful responder, upon written notice by registered mail. Such termination will be effective not less than ten (10) calendar days nor more than thirty (30) calendar days after receipt of such notice from the Library nor less than thirty (30) calendar days nor more than sixty (60) calendar days after receipt by the Library from the successful responder. Receipt of notice by one party to terminate the lease agreement will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the Library shall be responsible to pay the successful responder only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges. It will be the vendor's obligation to restore the Café to its previous condition upon termination of the lease.

12. **Termination for Convenience.** The Library may terminate for convenience any lease agreement resulting from this solicitation by providing thirty (30) calendar days advance written notice to the successful responder.

13. **Non-Appropriation.** Any contract entered into by the Library resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

14. **S.C. Law Clause.** Upon award of contract under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this proposal, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the lease agreement and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

15. **Assignment Clause.** Successful responder will be required to give the Library ninety (90) days notice in the event of a change in the ownership of this lease agreement. The Library is under no obligation to continue this lease agreement with an assignee. No lease agreement or its provisions may be assigned, sublet, or transferred without the written consent of the Library.
16. **Deviations from Specifications.** Any deviation from specifications indicated herein must be clearly pointed out, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
17. **Minor Deviations.** The Library reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the successful responder.
18. **Vendor License Requirement.** The successful responder shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his/her business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his lease agreement and shall comply with the same.
19. **Conflict of Interest Statement.** The successful responder may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the Library. The vendor, by submitting a proposal, is in essence assuring the Library that his/her company, and/or successful responders, is in compliance with all Federal, State and Local conflict of interest laws, statutes, and regulations.
20. **Insurance.** The successful responder shall at all times during the lease agreement period maintain in full force and effect Employer's Liability Workers' Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of the indemnification section. All insurance shall be by insurers and for policy limits routinely acceptable for this type of service before commencement of work. The proposer agrees to furnish the Library certificates of insurance or other evidence satisfactory to the Library to the effect that such insurance has been procured and is in force.

The successful responder assumes full responsibility and risk for, and agrees to indemnify and hold the Library harmless against any loss, cost, damage, expense, injury, or claim of

damages to person or property (including any loss, or claim of damages or injury with respect to successful responder's personal property) insofar as such loss, cost, damage expense, injury, or claim may arise out of or accrue by reason of the successful responder's performance or nonperformance of its obligations under this agreement. The successful responder agrees to defend against any such claims asserted against the Library or successful responder, and the successful responder shall pay any and all cost of investigation, defending, and settling any such claim, including attorney's fees, against the successful responder or Library as a result of any such claim.

23. **Contracts.** The Library reserves the option to prepare and negotiate its own lease agreement with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. **Vendors should include with their submittal a copy of any proposed standard contract.**
24. **Sub-Contracting.** The successful responder shall not sub-contract any portion of this contract without prior written approval from the Library.
25. **Prohibition of Gratuities.** Neither the successful responder nor any person, firm or corporation employed by the successful responder in the performance of the lease agreement shall offer or give, directly or indirectly, to any employee or agent of the Library, any gift, money, or anything of value, or any promise obligations, or lease agreement for future reward or compensation at any time during the term of this lease agreement.

ATTACHMENT A

AFFIDAVIT OF NONCOLLUSION

INSTRUCTIONS: Each offeror submitting a proposal must complete this Affidavit of Noncollusion. This sworn statement will be considered part of the offeror's proposal.

PROJECT NAME: Richland Library
"Library Cafe"

SOLICITATION DOCUMENTS DATED: January 23, 2017

OPENING DATE: March 3, 2017

STATE OF

COUNTY OF

Personally appeared before me _____, who being duly sworn, says that he is a member of the firm of _____, and that his firm, association, or corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a proposal on the above-named project.

OFFEROR

Firm Name

Signature

SWORN and subscribed to before me
this ___ day of _____, 20__

_____(L.S.)
Notary Public for
My commission expires:

ATTACHMENT B

AFFIDAVIT OF NONDISCRIMINATION

Offeror certifies that, during the performance of all obligations under its contract with the Library, the offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; that it will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, national origin; that all solicitations or advertisements for employees placed by or on behalf of the offeror shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Offeror

SWORN and subscribed to before me
this ___ day of _____, 20__

_____(L.S.)
Notary Public for
My commission expires: