If you have printed this bid from the City of Quincy’s Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal. “Please send an acknowledgment that you have printed out this bid via email to; kimtrillcott@quincyma.gov” The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement. Thank you
The City of Quincy invites sealed bids/proposals for furnishing and delivering to the City of Quincy:

LIBRARY DEPARTMENT  
CAFÉ OPERATOR at the  
THOMAS CRANE PUBLIC LIBRARY

The City of Quincy on behalf of the Thomas Crane Public Library seeks proposals to identify, select and partner with a qualified and responsible food service vendor to manage and operate a café at the City’s Main Library, 40 Washington Street, Quincy, Mass.

The Library is seeking a proposal that reflects the professional management abilities of the vendor, developed to meet the financial objectives and desire for a unique experience for Library visitors. The Library café is expected to draw from a wide variety of customers: Library patrons and other visitors, Library employees and volunteers, and local workers and residents.

Detailed specifications are on file at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 AM and 4:30 PM.

The Library has scheduled 2 non-mandatory on-site pre-bid walk thus on: April 18 and April 23 (9:30 a.m.) at the Library, 40 Hancock Street, Quincy, MA.

Bids/Proposals must be in a sealed envelope. The outside of the sealed envelope is to be clearly marked "RFP ENCLOSED" with time/date of bid call.

Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above. Late Bids/Proposals, delivered by mail or in person, will be deemed non-responsive and rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

The City reserves the right to reject any or all bids or to accept any part of a bid or the one deemed best for the City and waive any informalities in the bidding if it is in the best interest of the City to do so.

Thomas P. Koch, Mayor
Kathryn R. Hobin, Purchasing Agent
TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor’s Name and Signature)

Social Security Number

(2) Corporation, Association or Partnership

(Contractor’s Name)

Federal Tax ID Number, or Social Security Number

By: ________________________________

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.
CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.
SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the 

(NAME OF CORPORATION) 

held on ______________________, at which all the Directors were present or waived notice, it was 

(DATE) 

VOTED, that: 

____________________________________ 

(NAME) 

____________________________________ 

(OFFICER) 

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of 

said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this 

Company’s name on its behalf by such _______________________ under seal of the Company, shall be valid 

(OFFICER) 

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of 

future Contracts until notified to the contrary. 

A true copy, 

ATTEST: ______________________ 

(CLerk's SIGNATURE) 

PLACE OF BUSINESS: ________________________ 

DATE OF THIS CONTRACT: ________________________ 

I hereby certify that I am the Clerk of the: 

____________________________________ that __________________________________ is the 

(COMPANY) 

(NAME) 

duly elected _______________________ of said Company, and that the above VOTE has not been 

(TITLE) 

amended or rescinded and remains in full force and effect as of the date of this Contract. 

____________________________________ CORPORATE SEAL
REFERENCE LIST

All vendors are to fill out the following reference form, and submit it with the bid package.

Reference #1 Name: _______________________________________________________
Address: ________________________________________________________________
Telephone: ________________________________________________________________
Fax: ___________________________________________________________________
Email: __________________________________________________________________

Reference #2 Name: _______________________________________________________
Address: ________________________________________________________________
Telephone: ________________________________________________________________
Fax: ___________________________________________________________________
Email: __________________________________________________________________

Reference #3 Name: _______________________________________________________
Address: ________________________________________________________________
Telephone: ________________________________________________________________
Fax: ___________________________________________________________________
Email: __________________________________________________________________

Reference #4 Name: _______________________________________________________
Address: ________________________________________________________________
Telephone: ________________________________________________________________
Fax: ___________________________________________________________________
Email: __________________________________________________________________
CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.

(Name of person signing bid or proposal)  
(Please print)

______________________________  
(Signature required)

______________________________  
(Name of business)
City of Quincy, Massachusetts
Thomas P. Koch, Mayor

Request for Proposals for:
“Café Operator at Thomas Crane Public Library”
Megan Allen-Library Director

Proposals due May 9, 2019 @ 11:00 am
Late Proposals Shall be rejected

Please Deliver Response/ Submission and Required Copies to:

Kathryn Logan, Chief Procurement Officer
City of Quincy
Quincy City Hall
1305 Hancock Street
Quincy, MA 02169

The City of Quincy reserves the right to reject all responses/submissions
# Request for Proposal for Thomas Crane Public Library Café Operator

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**INTRODUCTION**

The City of Quincy on behalf of the Thomas Crane Public Library seeks to identify, select and partner with a qualified and responsible food service vendor to manage and operate a café at the City’s Main Library, 40 Washington Street, Quincy, Mass.

The Library is seeking a proposal that reflects the professional management abilities of the vendor, developed to meet the financial objectives and desire for a unique experience for Library visitors. The Library café is expected to draw from a wide variety of customers: Library patrons and other visitors, Library employees and volunteers, and local workers and residents.

The vendor will also have a non-exclusive option to sell and serve food and beverages at the Library during special events, public meetings or programs held during Library hours, or at private events held when the Library is closed to the public.

All proposals submitted should be based on the following proposal specifications. Proposal specifications will be incorporated into the Agreement between the City of Quincy and the successful vendor, as well as any others mutually agreed upon. The City of Quincy reserves the right to make reasonable amendments or additions to the Agreement following the selection of a vendor.

The Agreement shall be effective for a period of three (3) years beginning October 1, 2019. Upon satisfactory performance by the vendor, the City of Quincy may extend the Agreement for two (2) additional terms of three (3) years each, subject to negotiation of terms. The Agreement shall automatically renew upon the anniversary date of Agreement execution, unless notification of termination is given 60 days prior, in writing, by either party. The option to renew annually will be with the Director of Libraries.

**PROPOSAL INSTRUCTIONS**

Responses received after the deadline will be deemed unresponsive and disqualified.

Proposals should consist of the following elements:

- Vendor responses to all sections of the RFP
- Address, telephone number, and email address
- One (1) original, one copy and one (1) thumb drive of the signed proposal. The proposal must be signed by an individual authorized to extend a formal proposal to the City of Quincy. Proposals that are not signed may be rejected. On the outside the name and address of the bidder, the name of the bid proposal and the proposal submission date to: Purchasing Department-1305 Hancock St. Quincy, MA, on or before **May 9, 2019 @ 11:00 a.m.**
**RFP Process and Criteria**

In addition to terms and conditions stated elsewhere in this RFP, vendors agree to accept the following conditions:

- The City of Quincy on behalf of the Thomas Crane Public Library reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the Thomas Crane Public Library.
- The City of Quincy reserves the right to waive any irregularities or technicalities in the RFP and any proposal as deemed to be in the best interest of the City of Quincy and the Thomas Crane Public Library.
- The City of Quincy/Thomas Crane Public Library designee reserves the right to seek clarification from vendors during the evaluation process.
- Representatives from the Library reserve the right to inspect vendors’ existing food service operations and to interview prospective vendors prior to award of the contract.
- All proposals become the property of the City of Quincy and will not be returned to the vendor.

Inquiries on all matters during the RFP process and matters requiring further clarification concerning the contents of this document should be emailed no later **May 3, 2019 @ 4:00 p.m.** to:

Kathryn Logan, Purchasing Agent  
City of Quincy  
1305 Hancock Street  
Quincy MA 02169  
Email: purchasing@quincyma.gov

The RFP timetable is shown below. It is subject to change.

<table>
<thead>
<tr>
<th>RFP Steps</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>April 8, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Site Tours (optional)*</td>
<td>April 18 and April 23 @ 9:30 a.m.</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>May 3, 2019 @ 4:00 p.m.</td>
</tr>
<tr>
<td>Question Responses Posted by</td>
<td>May 7, 2019 @ 11:00 a.m.</td>
</tr>
<tr>
<td>Bid responses due from Proposers</td>
<td>May 9, 2019 @ 11:00 a.m.</td>
</tr>
<tr>
<td>Finalist selections</td>
<td>TBD</td>
</tr>
<tr>
<td>Proposer Presentations/Interviews</td>
<td>TBD</td>
</tr>
<tr>
<td>Final Award Announcement</td>
<td>TBD</td>
</tr>
</tbody>
</table>

*Pre-proposal site tours will be held on Thursday, April 18 and Tuesday, April 23 at 9:30 a.m. at the Main Library. All interested vendors are strongly encouraged to attend. A maximum of two (2) representatives from each vendor may attend the site tour.*
**Evaluation Criteria**

Comparative Evaluation Criteria will be applied uniformly to all proposals. In accordance with the provisions of M.G.L. Chapter 30B, each criterion shall be rated as follows:

- **“Highly Advantageous”** (3 points - response excels on the specific criterion)
- **“Advantageous”** (2 points - response meets evaluation standard for the criterion)
- **“Not Advantageous”** (1 point - response does not fully meet the evaluation criterion or leaves a question or issue not fully addressed)
- **“Unacceptable”** (0 points - response does not address the elements of this criterion)

The purpose of this document is to clarify the ranking system used for all proposals pursuant to the Request for Proposals (RFP) and said M.G.L. Chapter 30B. Copies of firm rankings will be kept on file.

The selection process will consist of an analysis of proposals regarding experience in providing high quality food and beverage services; operational plans; and demonstrated ability to generate sales and profits. Quality food, attractively presented, competitively priced, and courteously served are primary considerations.

The Thomas Crane Public Library will evaluate and rank proposals and invite finalists for a presentation and interview. Site visits to vendors’ other food service operations may be conducted.

Vendors’ responses will be evaluated using the comparative criteria listed below. The successful vendor will be the qualified, responsible and responsive vendor with the most advantageous proposal, who has demonstrated the skill, integrity, financial soundness and reliability necessary to perform the required work, and who has submitted a proposal that conforms to the RFP.

**Experience Operating a Successful Food Service Concession**

(3) Highly Advantageous: six or more years  
(2) Advantageous: three to five years  
(1) Not Advantageous: one to two years  
(0) Unacceptable: no experience

**References**

(3) Highly Advantageous: outstanding references from trusted sources, documented by follow-up questions  
(2) Advantageous: good or favorable references or follow-up questions left some concerns  
(1) Not Advantageous: fair or questionable references  
(0) Unacceptable: poor or no references

**Operational & Capital Improvement Plans**

(3) Highly Advantageous: Plans demonstrate a clear understanding of the Library’s requirements and limitations and a significant investment in facility upgrades and equipment  
(2) Advantageous: Plans demonstrate a good understanding of the Library’s requirements and limitations and an adequate investment in facility upgrades and equipment  
(1) Not Advantageous: Plans demonstrate a limited understanding of the Library’s requirements and limitations and minimal investment in facility upgrades and equipment  
(0) Unacceptable: Plans demonstrate a poor understanding of the Library’s requirements and limitations and minimal or no investment in facility upgrades and equipment
**Hours of Operation & Staffing**

(3) Highly Advantageous: Plan calls for café to be staffed and operational at all hours the Library is open to the public

(2) Advantageous: Plan calls for café to be staffed and operational at least 75% of the hours the Library is open to the public

(1) Not Advantageous: Plan calls for café to be staffed and operational less than 75% of the hours the Library is open to the public

(0) Unacceptable: Plan calls for café to be staffed and operational less than 50% of the hours the Library is open to the public

**Menu & Pricing**

(3) Highly Advantageous: Proposed menu includes a comprehensive listing of food and beverage options, with a significant portion of the food being homemade or delivered fresh daily, at market rate prices

(2) Advantageous: Menu includes a reasonable list of food and beverage choices, with some of the food being homemade or delivered fresh daily, at close to market rate prices

(1) Not Advantageous: Menu lacks a reasonable list of food and beverage choices, with little or no homemade or freshly delivered items and/or prices do not reflect market rate

**Marketing**

(3) Highly Advantageous: Plans include a promotional campaign to advertise the café to the broadest range of potential customers, including Library and non.Library visitors, with samples of a variety of possible advertising materials

(2) Advantageous: Plans include a promotional campaign to advertise the café to a narrower range of potential customers, with fewer samples of possible advertising materials

(1) Not Advantageous: Plans lack a reasonable promotional campaign to advertise the café and/or no sample advertising materials are provided

**Financial Background**

(3) Highly Advantageous: Annual reports or financial statements demonstrate profitability of current and/or previously managed food service operations, with no history of litigation between the vendor and any client or vendor

(2) Advantageous: Annual reports or financial statements demonstrate profitability of current and/or previously managed food service operations and any history of litigation is not deemed relevant

(1) Not Advantageous: Annual reports or financial statements of current and/or previously operated food service operations not submitted and/or recent relevant litigation raises concerns

**Financial Projections**

(2) Advantageous: Complete Pro Forma Financial Statement with detail and backup information provided for each revenue and expense line item demonstrate reasonable assumptions and revenue/expense projections

(1) Not Advantageous: Pro Forma Financial Statement is incomplete and lacks detail and backup information for revenue and expense line items and/or does not support the revenue/expense projections

(0) Unacceptable: No Pro Forma Financial Statements are provided

**Insurance & Food Safety**

(3) Highly Advantageous: Insurance policies will exceed some or all of the specified coverage limits and all requested food safety information is provided

(2) Advantageous: Insurance policies will meet all of the specified coverage limits and all requested food safety information is provided

(0) Unacceptable: Insurance policies will not meet all of the specified coverage limits and/or requested food safety information is not provided
CAFÉ FACILITY & OPERATING SPECIFICATIONS-General Information

Library Overview

The Main Library is the City’s flagship library, open 68 hours per week and fully accessible to all visitors. The facility includes a children’s room immediately adjacent to the ground floor atrium for kids aged 0-12 and their caregivers. A dedicated teen space is located on the 1st (middle) floor along with popular materials collections, the main service desk and access to the historic original H.H. Richardson library building. The 2nd (top) floor provides public use computers and other technology and information services, local history collections and displays, and an active adult literacy and ESOL program.

The Library provides a busy schedule of events and programs for all ages, many of which are held in the ground floor community meeting room adjacent to the atrium and café. Vendors are encouraged to visit thomascranelibrary.org to explore the variety of services and programs available at the Library.

There are currently 48 Library employees and over 300 regular volunteers. The average number of annual visitors to the Main Library for the last three years is estimated at 567,000. Visitation averages 48,600 people per month from March to October and trends slightly lower at 44,400 from November to February. Saturdays and Sundays see the highest foot traffic per hour.

The Library is open daily year-round, with the exception of the holidays designated below. The Library reserves the right to close due to extenuating circumstances, such as weather emergencies.

Regular Library hours of operation are as follows and are subject to change:
- Monday-Thursday: 9:00 a.m. – 9:00 p.m.
- Friday-Saturday: 9:00 a.m. – 5:00 p.m.
- Sunday: 1:00 p.m. – 5:00 p.m.

Library Holidays
- New Year’s Day
- MLK Day
- Presidents Day
- Easter Sunday
- Patriots Day
- Memorial Day
- Independence Day: open 9-5
- Independence Day – (When Independence Day falls on a Friday or Saturday, the Library is closed Friday through Sun.) (When Independence Day falls on a Sunday or Monday, the Library is closed Saturday through Mon.)
- Labor Day Weekend (Saturday, Sunday and Monday)
- Columbus Day
- Veterans Day
- Thanksgiving Eve: open 9-5
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve: open 9-12:30
- Christmas Day
- New Year’s Eve: open 9-12:30

Building Conditions & Logistics

Within the 2001 CBT, Inc. building addition, the café is located off the ground floor atrium, which is immediately adjacent to the Washington Street entrance from the Library’s public parking lot. Two-thirds of the Library’s visitors enter through the Washington Street entrance.
Up to two hours of free parking is provided for library visitors in its parking lot. Many Library patrons also arrive on foot, by bicycle or via public transit; the Quincy Center MBTA station and bus hub are located one block away.

Food and other supplies may be dropped off curbside in the public parking lot or via a shipping & receiving parking lot behind the Library on Spear Street. Café employees may park in the public lot while on duty at the café and a parking permit allowing more than two hours per day will be provided for café employee use.

A Library building custodian is on duty during all open hours. Custodians begin at 6:00 a.m. on week days and at least 30 minutes prior to opening time on weekends. A Library security officer is on duty 40 hours per week, including Saturdays.

The three-storey atrium is an open multi-use public space where the consumption of food and beverages is allowed. Although food consumption is restricted to the café and atrium areas, lidded beverages may be consumed anywhere in the building.

No smoking is allowed in the café or atrium area, or anywhere else in the building or outside the building on Library property.

Cooking limitations in the building currently prohibit deep fat frying or any other food preparation that results in grease-laden vapors.

**Atrium Improvements**

In 2019, the Library plans to reactivate the atrium space and upgrade furnishings as follows:

- Addition of a Library staff service point to greet and assist visitors
- Replacement of existing café tables and chairs
- Addition of more varied seating options, including counter seating along the front window and casual seating in the center of the space
- Expanded access to electrical power for visitors via tables with built-in power/USB outlets and cordless, battery-powered portable charging towers
- Addition of low-profile mobile bookstore-style display units to promote Library collections
- Addition of one or more portable green walls (with live plants) to help define seating areas and add visual interest
- Addition of wall-mounted picture hanging system and free-standing exhibit panels for monthly art exhibits
- Relocation of community information posters/flyers to the back corner opposite the elevator

*See Appendix A for proposed atrium space layout and furniture under consideration.*

**Financial Objectives & Records**

The Library expects the café to be operated on a profit and loss basis, and the vendor will accept any losses.

The Library will require a monthly rental payment of $500.00 payable to the Trustees of the Thomas Crane Public Library. Payments must be received by the 10th of each month. Late payments will be subject to a 1.5% interest charge.

There will be no additional charge for electricity, heat, air conditioning, hot water and wireless Internet service. The vendor agrees to maintain true and accurate records of all receipts and disbursements made, including payroll. All sales to customers, other than those arranged in advance for special functions, shall
be recorded through a point of sale system that accepts cash and credit/debit cards. The vendor agrees to pay promptly all bills arising from the food service operations. The vendor agrees to furnish the Library with a Profit and Loss Statement and Balance Sheet each year. These documents are to be furnished no later than three months following the completion of the year.

**Café**
The café is intended to draw Library visitors and staff as well as local workers and residents for light meals and snacks. Current café customers include but are not limited to families attending Library programs for small children; kids, tweens and teens visiting during the after-school hours; Quincy College students; adults attending Library classes and programs throughout the day; Library staff and volunteers.

Library visitors in the adjacent atrium who consume food or beverages not purchased at the café must be allowed to do so.

**Menu and Price List**
Current service includes packaged baked goods, snacks, candy and frozen treats; salads, soups, subs and wraps; fresh fruit; bottled cold drinks and hot and cold coffee/tea selections. Vendors are encouraged to consider alternative or additional means of service, with an emphasis on fresh and healthy options. A menu and price list must be posted in a conspicuous place, with competitive prices charged for all food and beverages. The vendor will serve food and beverages of high quality, and will maintain sufficient food and beverages on the premises to meet daily customer demand.

Suggested Menu Items:
- Assorted fresh baked goods (bagels, muffins, pastries, cakes, cookies, etc.)
- Fresh whole fruit
- Yogurt
- Assorted hot and cold beverages, including espresso and cappuccino specialty beverages
- A limited selection of sandwiches, salads and/or soups

**Hours of Operation**
Minimum preferred hours of operation are 9:00 a.m. to 5:00 p.m. Monday through Saturday. Proposers may expand hours to include any time the Library is open. Café hours must be posted in a conspicuous place and must be consistently maintained.

**Employees**
The vendor will either operate the café personally or will employ sufficient and qualified personnel to operate the café in a business-like manner. The vendor’s employees must be clean and neat in appearance and courteous at all times to Library visitors.

The vendor will provide a list of café employees to the Library, and will update this as needed. Café employees are not part of the Library staff but work for the vendor only.

**Marketing and Publicity**
The Library will assist with marketing by permitting a limited number of signs to be placed inside and outside the library building, and by promoting the café on the library website and via social media and other promotional vehicles.

No signs or advertisements will be placed or erected on the café premises or on Library property without the approval of the Library Director. All signs erected by the vendor will be submitted to the Library for approval in advance, and will be kept in good condition by the vendor.
**Premises**
The premises consist of the café space adjacent to the ground floor atrium of the Library. The space includes 384 square feet of interior floor space and a single-user restroom. The restroom must be made available for public use during café hours. Fixtures inside the café include counters and cabinets, a hand washing sink and three-compartment sink.

**Equipment and Furnishings**
The vendor may provide tables and seating inside the café itself, where seating capacity is limited to six. During warmer months, the vendor may place limited additional seating on an outdoor paved patio adjacent to the atrium and café. The Library may provide café tables and chairs in the immediately adjacent atrium area for the exclusive use of café customers, subject to negotiation with the vendor. Aside from the furnishings listed above, the vendor will provide all additional furnishings and equipment necessary for the proper operation of the café and maintain it in proper working order and good condition.

**Maintenance, Repairs and Alterations**
The Library will be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the structure, including roofs, walls, foundations, heating, plumbing and electrical systems. The repair and replacement of items for which the Library is responsible is subject to the availability of sufficient funds. The vendor will not make any alterations to the café premises without written permission from the Library.

**Utilities**
The Library will supply electricity, heat, air conditioning, hot water and wireless Internet service. The vendor will obtain and pay for telephone installation and service.

**Sanitation and Upkeep**
The vendor will keep the café premises, and the equipment and furnishings located there, in a clean and sanitary condition and in good repair at all times. The vendor agrees to regularly clean the café premises (including bathroom) and designated atrium areas, and to remove litter and spilled liquids or food on an ongoing basis during the day. The vendor will store all trash and dispose of all trash at the end of each day in an area designated by the Library. The vendor will not permit any debris to remain, or obstruction to exist, on or about the café premises. The vendor will provide all janitorial supplies (including soap, bleach, floor soap, refuse containers, garbage bags, etc.) and janitorial services required to properly clean and operate the café premises. The Library’s custodial staff will sweep and mop the atrium floor at least once daily.

**MANAGEMENT & LIABILITY SPECIFICATIONS**

**Compliance with Laws**
The vendor agrees to comply strictly with all federal, state and municipal laws, codes, rules and regulations.
The vendor will be responsible for applying and paying for all required licenses and permits. Said licenses and permits must be in effect at all times during the Agreement period.

The vendor will pay all taxes on personal property belonging to the vendor and located on the Library premises, and will pay all income, sales, social security, unemployment, state, federal and any other taxes levied against the food service operations.

The vendor agrees to comply fully with the Federal Equal Employment Opportunities Act and with all applicable state and municipal laws, and agrees that no qualified person will be denied or refused service or other full or equal use of the café premises, nor denied employment opportunities by the vendor because of race, creed, color, religion, sex, national origin or ancestry, age or on any other basis prohibited by law.

**Relationship of Library and Vendor**

The relationship of the vendor to the Library is that of an independent contractor. Neither the vendor nor any person engaging in any work relating to café services at the request of or with the consent of the vendor will be deemed an employee or agent of the Library. In ordering any goods or services for the café, the vendor will place the order in the vendor’s own business name, and is solely responsible for the payment of goods or services purchased from vendors.

**Management**

The Library Director is the Library’s representative empowered to manage the Library’s interest in the food service operations. The Director may make reasonable written requests regarding the operation of café services to insure compliance with the terms of the Agreement, and the vendor is obligated to comply with the requests.

**Assignment or Subletting**

The vendor agrees not to sublet the café premises or assign the Agreement, in whole or in part. Any transfer or assignment will be void and constitute grounds for the cancellation of the Agreement at the option of the Library.

**Destruction, Loss or Damage**

In the event the café premises are damaged by fire or other casualty to an extent that in the Library’s sole opinion the continued operation of the café by the vendor is not desirable, the Library may immediately terminate café operations. The Library may, but is not obligated to, repair or rebuild the café premises and, if after the repairs or rebuilding are completed to the Library’s satisfaction, any portion of the original Agreement period remains, upon notice from the Library, the vendor will immediately resume operation of the café in accordance with the agreement.

**Vacating the Premises**

Unless renewal is arranged within 30 days prior to the expiration of the Agreement, the vendor will, immediately upon expiration, vacate the Library premises and remove all property to which the vendor holds proper title. Should the vendor fail to remove or dispose of his or her property as provided, the Library may consider the property abandoned and may claim proper title to it or dispose of it at the vendor’s expense.

**PROPOSAL SUBMISSION REQUIREMENTS**

**Vendor Information-Profile**

Provide a brief vendor profile, including background in food service, length of time in business and how many employees you currently have, if any.
Identify the manager who will be generally responsible for Library café operations and act as a single point of contact between the Library and the vendor. Include a resume for the manager.

**Experience**
- Provide the number of years of experience the vendor has in the operation and management of a food service business.
- Provide a list of all food service operations for which the vendor has had management responsibility, both in the past and currently, including:
  - Name(s) of the establishment(s), town/city, state, and type of establishment
  - Description of scope of food services provided at each establishment
- List any local support operations in terms of storage, preparation, equipment, transportation, staffing, etc., as it would relate to supporting on-site café operations.
- Provide the vendor’s business credit rating or a recommendation from the vendor’s bank or lending institution.

**References**
Provide a minimum of three (3) references, from either past or current operations that are similar or relevant to the Library.

The Library may contact each of these references for a direct appraisal of performance. The information shall be provided using the format below. For each reference, provide:
- Contact Name
- Address
- Contact Telephone
- Date relationship commenced
- Date relationship terminated (if applicable) and cause of termination

**Café Business Plan—Operational & Capital Improvement Plans**
- Explain how food service will be offered, including how the café will be used to provide food service and store food and supplies.
- State what type of improvements or alterations (equipment, furnishings, fixtures, etc.), if any, are planned for the café space, including a detailed explanation, estimated costs and timeframe for completion.
- Provide details for a point-of-sale system for the café that can accept cash and credit/debit cards. The vendor is expected to provide this system and include the costs in their startup costs.
- Prepare a schedule of activities leading up to a proposed opening of the café.
  - All pre-planning activities
  - Hiring and training timeline
  - Other critical pre-opening dates required to re-open café services
- Include any other information that will assist in adequately conveying the type of food service the vendor intends to provide.

**Hours of Operation and Staffing**
- Suggested hours of operation
- Suggested staffing plan for the café, including list of positions
- Position responsibilities and credentials for the café manager
- Explanation of how vendor will train employees and instill high levels of quality in food and service to customers
**Menu and Pricing**

- A description of the theme or menu orientation of the café
- All menu items that would be offered in the café, including cyclical and/or seasonal menus, including what portion of the food being served is homemade and/or will be delivered fresh to the Library each day
- Provide proposed price list and explain the pricing strategy and how the vendor will remain competitive with local cafés/bistros.
- Indicate where food will be purchased or prepared and how it will be delivered and made available for purchase.
- If there are any items proposed to be served in the café that are to be prepared off-site, please provide the following information:
  - Name and Address of the off-site facility
  - Description of the facility
  - Items to be received from the facility
  - If it is a facility not owned by the vendor, a statement that the owner has given their permission to use their facility

**Marketing**

Provide a marketing plan to include the following:

- How the vendor will market the café to Library visitors, tourists, school groups, and Library employees and volunteers. Include examples of past and present marketing programs and advertising campaigns, citing types of media, including social media.
- How the vendor will market the Library café to local business people, workers and residents, not necessarily visiting the Library for other purposes, particularly in the Quincy Center area
- Samples of marketing and advertising materials used in past and/or present food service operations
- Description of any customer satisfaction programs the vendor currently has in place or intends to put in place at the Library

**Financial Background**

For any food service operations managed currently or within the last three years, provide the vendor’s most recent annual report or, if not available, the audited financial statement for the most recent year, including total sales (gross revenue), expenses and profit.

List details for any and all past or present litigation between the vendor and any client or vendor. If there has been none, so indicate.

The Library will hold financial information of all vendors in the strictest of confidence.

**Financial Projections**

The successful vendor will operate the Library’s café on a Profit & Loss basis.

Vendors should use the Library’s attendance projections provided in this RFP. However, vendors will determine their own capture rates for food service customers at the café.

**Vendors must submit a Pro Forma Financial Statement presenting food service revenue and expense projections for the first three (12-month) periods of the Agreement.** An Excel spreadsheet (see Appendix B) has been included which contains an electronic form to be filled out. Vendors must use this form as a template for their financial submittal. Please include both a hard copy and electronic file in the submittal. The hard copy is the actual proposal.

The Pro Forma Financial Statement should be based on the vendor’s business plan, including proposed menus, hours open and staffing. The Statement should include only those revenue and expense items directly associated with the Library’s food service operations. All revenues and expenses are to be shown using current dollars.
Financial Statements will be evaluated on reasonableness of assumptions, and detail and backup information provided for each revenue and expense line item. Once a contract is awarded, the vendor will maintain an “open book policy” wherein the Library will have the right to review and audit any and all financial information and supporting documentation relative to food service operations at the Library.

**Insurance**

Provide acknowledgement that the vendor will carry the following insurance policies:

- **Worker’s Compensation Insurance** as required by law, and the Employer’s Liability Insurance portion of the Worker’s Compensation coverage shall have a limit of not less than $500,000, or as required by law.
- **Commercial General Liability Insurance** (“inclusive of excess liability”) with limits of $1,000,000 for each occurrence, $1,000,000 for personal injury and advertising, with a $1,000,000 aggregate and a $1,000,000 products-completed operations aggregate for:
  - Premises and operations
  - Products and completed operations
  - Contractual liability for the liability assumed by the vendor
- **Comprehensive Automobile Liability Insurance** with a $250,000 combined single limit bodily injury and property damage for each occurrence, $1,000,000 for personal injury and advertising, with a $1,000,000 products-completed operations aggregate for:
  - Premises and operations
  - Products and completed operations
  - Contractual liability for the liability assumed by the vendor
- **Umbrella Liability Insurance** providing excess liability protection over the primary general liability and primary automobile policies with limit of not less than $1,000,000.
- **Casualty Insurance** on any equipment and fixtures owned, operated and installed by the vendor on the café premises.

All liability insurance policies shall name the City of Quincy as an additional named insured and shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the vendor, vendor’s agents, representatives and employees. The Vendor shall furnish a certificate showing that such insurance is in effect and agrees not to cancel any policies without at least thirty (30) days prior written notice to the Library. The City reserves the right, at its sole discretion, to amend the insurance requirements set forth above.

**Food Safety**

- Provide a copy of the most recent health department inspections for any facilities currently operated by the vendor, and any off-site facilities identified in the Café Business Plan.
- Provide a description of the Hazard Analysis Critical Control Point (HACCP) plan, or how the vendor will incorporate HACCP principles into the food service operations.
Book display, shelving
Green wall/art exhibition
High top tables with power outlets/grommets
Info desk
Low/lounge seating
Dining height tables with chairs
Community Meeting Room
Entrance
Washington Street
Patio
Entrance
Atrium
Café
Entrance
Atrium
Café
Community Meeting Room
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<tr>
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<th>Year One</th>
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Instructions to Vendors: Fill in ONLY cells highlighted in green; all others are populated with automatic formulas.