

Request For Proposal

for the operation of a Library Coffee Shop

**Freeport Public Library
100 E. Douglas St.
Freeport, IL 61032
Phone (815) 233-3000
Fax (815) 297-8236**

Responses Due: May 31, 2018

****Responses accepted at the library's office at:**

**Freeport Public Library
100 E. Douglas St.
Freeport, IL 61032**

OVERVIEW

The Freeport Public Library located in the community of Freeport, Illinois, is soliciting proposals from experienced operators to establish and operate a coffee shop concession (the "Coffee Shop") in the library facility at 100 E. Douglas St., Freeport, Illinois.

The library is a new building of approximately 40,000 square feet, which opened in December 2003. It is visited by approximately 90,000 people per year.

The Library intends to enter into a license 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 the RFP and an interview/negotiation process.

The Coffee Shop must be operated in a first-class manner providing moderately priced fresh food items such as: pastries and desserts, muffins, biscuits and other baked items. Depending on the availability of the necessary equipment, cooking and baking may need to be performed off-site. Re-warming on site will be permitted. Coffee, espresso, other coffee specialty beverages, tea, juices and soft drinks may be available. It will be the operator's responsibility to obtain all appropriate licenses for food service.

Limited community demographic information is available at the Library, if needed.

A. Property and Name.

The Coffee Shop is located in the Library facility at 100 E. Douglas St., Freeport, Illinois.

B. Premises.

The space to be utilized under a license (the "Premises") contains approximately 520 useable square feet as shown in the attached Appendix B. Of this total, approximately 420 square feet is designated for seating; approximately 100 square feet for serving,

preparation and storage. The Library will provide the following equipment for use by the operator at the Premises:

1. Lighting
2. Ceiling and flooring
3. Fixtures and plumbing
4. Seating, tables and furniture

C. Terms.

The initial license term will commence at a mutually agreed upon date and continue through April 30, 2019.

D. Extension Options.

The license term can be extended through negotiations, with an expectation being the use of successive one-year terms.

E. Fee.

The Library would prefer a minimum base monthly license fee and/or a percentage of gross revenue, but will consider other arrangements. Regardless of how the fee is structured, the fee must be at least comparable to fair market value, i.e., be comparable to like situations in the market. For example, the Library would consider a graduated fee scale over a period of years to reach fair market. It is the intent of the Library to encourage all interested parties to submit offers for consideration.

F. Services.

The Library will provide and pay for the following utilities:

1. Electricity
2. Natural Gas
3. Water
4. Trash removal (this does not include trash removal from the coffee shop)
5. Telephone Service (one line)
6. High-Speed Internet Service (150 MBps)

The operator/licensee will be expected to provide and pay for the following (as these items relate to the areas in and around the coffee shop):

1. Janitorial services
2. Pest control

G. Insurance.

The operator/licensee will be required to maintain throughout the term of the license insurance in the following amounts and coverage

1. Worker's Compensation, pursuant to Illinois 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.
4. The operator will be required to meet the Library's additional insurance and indemnity requirements. The library shall be named as an additional insured on all operator's insurance policies.

H. License Agreement.

The operator/licensee will be required to execute a license agreement approved by the Library Board of Trustees which may contain additional terms and conditions not described in this RFP, but in general will follow the form as found in Appendix C.

I. Hours of Operation.

The hours of operation are expected to be reasonable, and nearly the same as those of the Library's; however, the café's schedule does not need to match that of the Library. Any opening/closing schedule outside of the library's open hours must be approved by the Director and the Board.

The Library will be closed on the following days, and it is expected that the Coffee Shop would be also:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Columbus Day
7. Veteran's Day
8. Labor Day
9. Thanksgiving Day
10. Post-Thanksgiving Day
11. Christmas Eve Holiday
12. Christmas Day

The library reserves the right to alter, in any form or manner, the days or hours that the library will be open.

J. Possessory Interest Taxes.

The operator/licensee will be responsible for paying any possessory interest taxes due in connection with the license.

K. Hiring and Employment Practices.

The operator/licensee shall not, in the operation and use of the Coffee Shop, discriminate against any person or group of persons. The operator shall comply with all applicable rules, regulations, statutes, etc., including those related to hiring and employment at the local, state, and federal levels.

L. Selection Criteria.

The Library, in accordance with the criteria and procedures identified herein, will evaluate all proposals. 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. While the Library is very interested in maximizing revenues, financial return is not the sole criterion in selecting a proposal. An offer that proposes a high return but is lacking in other areas of concern to the Library will likely not be as competitive as one that more consistently matches the criteria defining a superior offer. The Library will be the judge of which proposal offers the greatest benefit. The Library reserves the right to reject any and all proposals.

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 for consistent quality operation of similar operations. A minimum of three years of successful food and/or beverage management is desired.
2. Business ability of the respondent as demonstrated by the longevity of other operation(s) and revenues achieved.
3. Fees and other business terms offered by the respondent.
4. The Library's accessibility to the respondent during the day-to-day operations of the Coffee Shop and the respondent's level of participation in the operation of the Coffee Shop.
5. Financial capacity of the respondent to cover initial capital expenditures and operating costs through the start-up and possible seasonal variations in revenue.
6. The proposed menu.
7. Business plan.
8. Results of reference and credit checks.
9. Any conflict of interest disclosed by the respondent or ascertained during the evaluation process.

M. 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.

N. Tour of the Premises.

Prior to the opening of the proposals, an individual tour of the new facility may be scheduled with the Library Director and/or a library representative. It is strongly suggested that all serious respondents contact Library Director Emily Klonicki at 815-656-2476 prior to the response deadline to arrange a personal tour.

Immediately following the tour, the Library will provide respondents with an opportunity to ask questions about the business opportunity and comment on the content of the RFP. The library will use its best efforts to provide a written response to all questions, comments and suggested changes within one week after the final tour.

O. Selection Process.

This Request for Proposal will be advertised in local publications. Copies of the RFP may be obtained by calling the library at 815-233-3000.

P. Submission Deadline and Selection Timeframe.

The submission deadline for proposals is May 31, 2018. Proposals are to be delivered to Executive Director Emily Klonicki's attention at 100 E. Douglas St., Freeport, Illinois.

After May 31, the Library will evaluate each proposal. The proposals will be evaluated on the basis of the selection criteria set forth above. The evaluations will consider the materials submitted by the respondent, references and (may include formal presentations for respondents) visits to other locations operated by the respondent and an interview(s) with a representative of the respondent. 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 license agreement.

The Library expects to complete its evaluation process and choose a vendor by June 31, 2018.

Q. Submittal Requirements.

The RFP response must be made according to the specifications set forth below. Any major deviation from these specifications may be cause for rejection of the proposal at the Library's discretion. The content of the 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 Coffee Shop operation.
 - b. the individual's educational background, including all college-level and other relevant training.
 - c. the individual's background 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. A list of references of former and present employers/clients, including their names, addresses, and phone numbers must be included.
6. Management Approach. Written explanation shall be provided as to the approach the respondent intends to pursue in order to:
 - a. promote maximum utilization of the Coffee Shop
 - b. keep the Premises clean and neat at all times
 - c. develop menu items
 - d. establish an identity for the Coffee Shop
 - e. adjust the menu, service, and prices to demand
 - f. staff the operation
7. License Fees. Describe in full detail the proposed fee and fee structure that is being offered to the Library for the exclusive right to operate the Coffee Shop.
8. Menu. Provide examples of the typical food and beverage items that would be offered in the Coffee Shop.
9. Equipment. List the numbers and descriptions of equipment to be provided by the respondent and equipment to be provided by the Library.
10. Financial Statement. Submit a current financial statement showing the operating Entity's net worth and current financial status. 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 that will be loaned and any applicable annual percentage rate inferred and any other material terms including security may be requested. The library will maintain confidentiality regarding any and all financial statements submitted by respondents.
11. References. Indicate the names, addresses, and phone numbers of six (6) credit references including previous landlords with whom the Entity has conducted business within the last five (5) years that 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.

12. Acceptance of Conditions. An acceptance of conditions statement that affirms the Entity's acceptance of all conditions and requirements contained in this RFP must be provided.
13. Proposal Execution. The proposal must be signed in ink, with the address of the Entity provided. Respondents must also include the following materials in the submission:
 - a. a completed and signed Qualifications Questionnaire included with this RFP (included in Appendix A).
 - b. a business plan, including a projection of income and expenses, and which includes any fee projected to be paid to the Library. Respondents are expected to conduct their own research necessary to justify any assumptions and projections that they may make or that may be implied by the Library.
 - c. the source of and amount of funds available for start-up expenses and working capital.
 - d. an estimate of the time necessary to get the Coffee Shop open for business.

R. Terms and Conditions.

1. Invitation. This RFP is only an invitation to submit proposals and does not commit the Library in any way to enter into a license agreement or to proceed with the proposed Coffee Shop. 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. Reservations. 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, and
 - h. negotiate with any, all, or none of the respondents to the RFP,
 - i. modify the terms of the license agreement.
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 license agreement for the Coffee Shop to any Library employee or official, or to any contracting consultant hired by the Library for purposes of the project.
 4. Project Approvals. The license agreement will require the approval of the Library Board of Trustees in their sole and absolute discretion. As part of the approval process, the successful respondent may be required, as its sole expense, to prepare and provide documents or exhibits and make presentations associated with the license agreement as required by such bodies prior to the execution of the agreement.
 5. All aspects of a proposal must be firm for a minimum period of ninety (90) days following the opening of the proposal.

**RESPONDENTS SHALL SUBMIT AN ORIGINAL AND TWO
COPIES OF EACH PROPOSAL.**

Questions regarding this RFP may be directed to Library Director Emily Klonicki 815-656-2476.

APPENDIX A

RFP FOR FREEPORT PUBLIC LIBRARY
LIBRARY COFFEE SHOP

RESPONDENT QUALIFICATIONS QUESTIONNAIRE

Note: Respondents may reproduce this form on their own word-processing software for convenience sake. Respondents are responsible for including the document in whole.

The respondent must furnish all information requested in this Questionnaire. All supplementary statements and attachments should be identified by appropriate caption and keyed to the items in the Questionnaire to which they apply. The Questionnaire must be signed for and on behalf of the proponent (i) by authorized officer, if a corporation; (ii) by the owner, if a sole proprietorship; (iii) by all partners, if a partnership or joint ventures; (iv) by all members, if a limited liability company.

1. Respondent's name exactly as it would appear on the license agreement:

2. Type of entity. Check one

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company | |

3. Principal Office address:

4. Organizational Date: _____

5. A. If a sole proprietorship, complete the following:

is an individual doing business under the name of

B. If a partnership, complete the following:

(1) The undersigned is a duly authorized representative of a partnership doing business under the name of _____

a () general () limited partnership organized under the laws of the state of: _____.

C. If a corporation, complete the following:

The undersigned is the duly authorized, qualified and acting _____
(Title)

of _____
(Name of Corporation)

a corporation organized under the laws of the state of _____

D. If a joint venture, complete the following:

The undersigned is a duly authorized, qualified and acting representative of

_____, a joint venture
(name of joint venture)

composed of: _____

E. If a limited liability company, complete the following:

The undersigned is a duly authorized, qualified and acting member of

_____, (Name of limited liability company)

a limited liability company composed of the following members:

6. Business Experience

Provide a brief history of your organization:

7. Describe businesses similar in character to the proposed coffee shop that the respondent has operated or is now operating:

8. Please provide the names of persons who can be contacted as references regarding operations listed:

9. Please provide bank references to be used to ascertain the financial responsibility, creditworthiness, and general reliability of the respondent:

Name of Bank	Contact Person	Telephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Please provide the names of companies (landlords, major suppliers, etc.) as references to be used to ascertain the financial responsibility, creditworthiness, and general reliability of the respondent:

Name of Company	Contact Person	Te1ephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Licenses and Permits

Has respondent ever been a party to any legal action or proceeding relative to a food/beverage contract, license or lease?

Yes ___ No ___ If yes, give details on a separate page.

12. Does the respondent have any motion pending against it or has respondent ever been the subject of such action taken by any governmental agency body for the non-payment of taxes, law violations, or violations of any City, County, State or Federal Codes? If the answer is "yes", give details on a separate page.

Yes ___ No ___ If yes, give details on a separate page.

13. Bankruptcy and Insolvency

Within the past ten (10) years has the respondent voluntarily or involuntarily had its assets placed within the jurisdiction of a court under any bankruptcy, insolvency or credit reorganization laws, or had its assets or management placed in a trust for benefit of creditors?

Yes ___ No ___ If yes, give details on a separate page.

14. Please indicate current insurance coverage maintained with respect to other food/beverage operations and limits of coverage.

Prior to the award of the license or agreement, the Library may require the respondent to furnish additional information to enable the Library to determine the responsibility or capability of the undersigned to perform the terms and conditions of the proposed license and respondent hereby authorizes the Library to verify any of the information provided and to obtain credit history from appropriate credit reporting agencies.

The foregoing information and all attachments hereto are submitted to induce the Library to select the respondent for the award of a license and are complete and accurate to the best knowledge and belief of the undersigned.

Date: _____

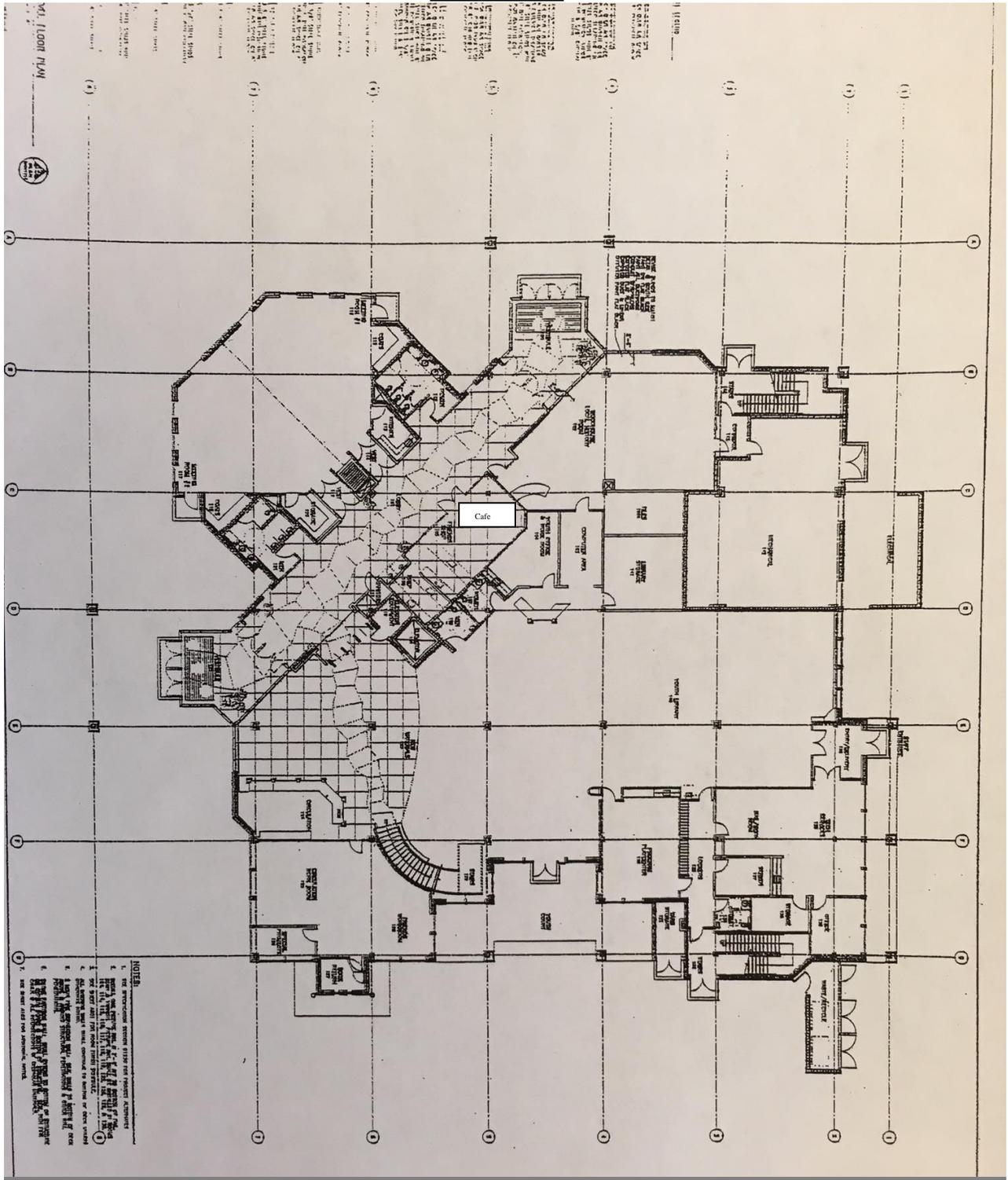
(Name of business - print)

(Authorized representative - print)

(Signature)

Please attach any additional information (reviews, etc.) that would be helpful to the panel in reviewing qualifications.

APPENDIX B.



APPENDIX C

Each person responding to the RFP shall submit a fully executed **Certificate That the Prime Contractor is not Barred from Contracting Pursuant to 720 ILCS 5/33E-11(a)**. A blank version of the said Certification form is included in this packet.

**Freeport Public Library
Stephenson County, Illinois**

100 E. Douglas St.
Freeport, IL 61032
815-233-3000

FROM: _____
(Prime Contractor)

TO: Emily Klonicki, Executive Director, Freeport Public Library, City of Freeport, IL

PROJECT: _____

RE: Certification that the Prime Contractor is not Barred from Contracting Pursuant to 720 ILCS 5/33E-11(a)

On behalf of the Prime Contractor for the above-referenced Project and as required by 720 ILCS 5/33E-11 (a), the undersigned certified that the Prime Contractor for this Project is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 (Bid-rigging) or 33E-4 (Bid rotating) of Article 33E (entitled "Public Contracts") of the Illinois Criminal Code of 2012 [codified as Sections 3 and 4 of Article 33E of Act 5 of Title 720 of the Illinois Compiled Statutes].

Any person who makes a false statement, material to this Certification, commits a Class 3 Felony Offense which is punishable by incarceration for a term of two to five years in the Illinois State Penitentiary.

CERTIFIED AND SIGNED this _____ day of _____, 20____

Prime Contractor's Name: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

