



## THE INDIANAPOLIS PUBLIC LIBRARY

### REQUEST FOR PROPOSALS - CAFÉ SERVICES AT CENTRAL LIBRARY

**RFP Issue Date:** November 21, 2012

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#### I. BACKGROUND AND GENERAL INFORMATION FOR THE CAFÉ'.

The Indianapolis-Marion County Public Library opened the renovated and expanded Central Library in December, 2007. Included in the new Central is a café, meeting rooms, auditorium (300 seats), and various event spaces.

Many central libraries and single building libraries across the country have provided meeting rooms and event space for catered meeting and special events, and coffee and other beverages and food items for patrons, and comfortable seating and reading

material, all as part of the greater library experience. Other libraries in Indiana have successfully provided similar services to their patrons.

The Library believes that providing these services is an opportunity to provide a better overall environment for its patrons and to generate additional revenue for the Library. In 2011, 772,000 patrons visited Central Library, and 816 meetings were held in our meeting spaces.

This RFP seeks proposals (“Proposals”) from qualified vendors for exclusive operation of the Café at Central Library and for an opportunity to provide catering services for meeting and events held in the meeting rooms at Central Library during the library’s regular hours of operation.

## **II. PROPOSAL OVERVIEW -CAFÉ SERVICES**

The Indianapolis-Marion County Public Library (“Library”) is requesting proposals (“Proposals”) from qualified Café Vendors (“Café Vendor”) to enter into an exclusive agreement for the operation of a café at Central Library.

The café will provide beverages and high quality light fare to Library customers and staff at moderate prices. The café hours will coincide with the hours of operation at Central and café service may conclude one half hour before Central Library closes to the public.

In addition to café’ operations, the Café Vendor will have first right to offer to provide all food and refreshments served in the three meeting rooms, auditorium, and garden conference room for meetings or events held during regular public hours of operation at Central Library, and shall be responsible for set-up, tear-down as well as cleaning, providing utensils, supplies, containers and linens as required. Should the selected Cafe Vendor not be able to meet the food and refreshment needs of the client, the client will be allowed to select one of the two (2) Events Catering Vendors under contract with the Library for food and refreshments. If an Events Catering Vendor is used, they will be responsible for set-up and tear-down, cleaning, providing utensils, supplies, containers and linens as required.

The Central Library has an equipped kitchen, a pantry and storage cabinets and the café area available for Café Vendor’s use only.

The selected Café Vendor will be required to work with the Library Events Manager in scheduling and planning the meeting room usage and turn-around times. The selected Café Vendor will work with the Library on a menu and charges for the products, which shall reflect the Indianapolis area market. The Café Vendor will be given the opportunity to book the meeting rooms as long as both the Library Events Manager and the Café Vendor agree on meeting room availability.

The selected Café Vendor shall operate the café area in compliance with all local, state and federal laws, regulations and ordinances and in accordance with the Library meeting room guidelines as may be amended from time to time. It is the Vendor's responsibility to obtain and maintain all appropriate licenses and permits. The Vendor will be responsible for collecting the proper sales and food and beverage taxes and reporting to the proper state agencies.

Alcohol sales shall not be permitted at the café or in connection with catering or foodservices provided to meeting rooms.

The vendor selected to operate the café will pay a commission of 5% on gross receipts from the operation of the café and 10% of gross receipts from all meeting room catered bookings. The commission paid to the Library is inclusive of the right to use the café space, the kitchen facilities as currently equipped, the pantry storage area, existing utilities, the existing kitchen and café equipment, glassware, flatware and other serving equipment. The Library will provide an initial inventory of equipment as well as expendable and non-expendable supplies and equipment (e.g. glassware, flatware, trays and kitchen utensils). The selected Café Vendor, through the life and termination of the Café Agreement, shall maintain such minimum or par stock levels at its cost. With respect to the equipment supplied by the Library, the Library makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability or fitness for equipment. The Vendor will be responsible for equipment repair and/or replacement.

The Vendor's staff will be allowed to park in the Library Staff parking lot (located on the second level of the garage). The Café Vendor will be supplied with a local telephone, and the Library will be responsible for providing and paying for electricity, gas, steam, water sewer services and air-conditioning (hereinafter "Utilities") at the Central Library facility for the operation of the café services. The Library shall not be held responsible for any break in these services or for any loss of operation hours by Vendor resulting there from. The Café Vendor shall be responsible for all other costs and expenses of its operations.

Past experience under our current operations has resulted in the following café receipts, excluding meeting room rentals:

2011	\$126,612
2010	\$171,883
2009	\$211,537

The Library retains the right, without unreasonably interfering with the normal café services, to use the area for a variety of activities that may or may not be café related.

### III. GENERAL PROPOSAL TERMS

A. Vendor Rights. All materials submitted in response to this RFP shall become the property of the Library upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the Library and the Vendor. Vendors are advised that information and material contained in a Proposal are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Vendors claiming a statutory exception to the Indiana Public Records act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Vendor must also specify which statutory exception provision applies. The Library reserves the right to make determinations of confidentiality. If Library does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the Proposal or discuss its interpretation of the allowable exceptions with the Vendor. If agreement can be reached, the Proposal will be considered. If agreement cannot be reached, the Library will remove the Proposal from consideration for award and return the Proposal to the Vendor. The Library will not determine prices to be confidential information. No submissions or supporting documentation will be returned to Vendor. Neither party shall be liable for disclosures required by law.

B. Reservation of Rights. This RFP does not commit the Library to award a contract, to pay any costs incurred in the preparation of a Proposal to this request, or to contract for services. The Library will evaluate Proposals based upon the effectiveness of the perceived performance of each Vendor as it relates to the Library's specific requirements. The lowest fee Proposal shall not necessarily be selected. The Library specifically reserves the right to: (i) conduct discussions, either oral or written, with the Vendors determined by the Library to be reasonably viable to being selected for award; (ii) reject any or all Proposals or any part thereof; or (iii) to waive any defects or informalities in a Proposal when it is in the best interest of the Library.

C. Inconsistency or Error in the RFP. Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Library in writing of such apparent discrepancy. Failure to so notify the Library by the RFP Proposal Submission Deadline will constitute a waiver of any and all claims of ambiguity, inconsistency or error.

D. Addenda. The Library shall not be responsible for any oral instructions given by any employees of the Library in regard to the Proposal instructions, specifications or Proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with the Library as having received the RFP, or to any other Vendors who request an addendum.

E. Vendor Incurred Costs. The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Library and may not be returned after the Proposal Submission Deadline.

F. Rejection of Proposals. The Library reserves the right to reject any or all Proposals received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in the Library's best interest. Any Vendor objecting to the rejection of a Proposal, or portion thereof, must submit a written protest stating the reasons for the protest to the Library within (5) calendar days from the date of the Library's notification letter.

G. Vendor Certification. By submission of a Proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the Library.

H. Warranties. Each Vendor submitting a Proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to Library; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by the Library.

I. Library Right to Disqualify for Conflict of Interest. The Library reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to the Library. The right of disqualification is at the sole discretion of the Library. Any Vendor submitting a Proposal herein waives any right to object at any future time, before any body or agency, including but not limited to, the Library, or any court, to the Library's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the Library.

J. Vendor Certification. By submission of a Proposal, each Vendor certifies that it Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of an Agreement to any employee, official or current contracting consultant of the Library.

K. Covenant Against Contingent Fees. Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the Library shall have the right to annul the Agreement without liability or in

its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage, or contingent fee.

L. Gratuities. The Library may, by written notice to Vendor, terminate the right of the Vendor to proceed under the Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor, or any agency or representative of Vendor, to any officer or employee of the Library with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement; provided that the existence of facts upon which the Library makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, the Library shall be entitled to pursue the same remedies against the Vendor as the Library could pursue in the event of default by the Vendor.

M. Affirmative Action in Employment. The Library is committed to provide an equal opportunity for participation of minority and women owned business enterprises and providing equal opportunity in all Library business. It is the goal of the Library to achieve participation of minority and/or women owned business enterprises consistent with the City of Indianapolis' utilization policy in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities.

For purposes of tracking minority and/or women owned business enterprises utilization, Vendors who are MBE or WBE firms or who meet the criteria of MBE or WBE firms or similar requirements for out-of-state firms, are requested to provide a statement in the Proposal indicating their status, the appropriate designation, and whether they are certified as such. If certified, a copy of a certification by the State of Indiana (or other state) or the City of Indianapolis should be included in the Proposal. The Library extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for Library business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.

A successful Vendor in performing services under the Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. Vendor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, or disability.

N. Protest of Award. Any person who has an objection to the awarding of an Agreement to any Vendor by the Library resulting from the RFP, and who otherwise has standing to do so, shall lodge that protest, in writing, with Library no later than 5:00 PM

local time of the fifth (5th) calendar day, following release of Library's Notification of Award letter. The Library retains the right to reject all protests not filed within this time or those found to be without merit.

O. News Releases. News releases or other means of communicating with the media pertaining to the award of the Agreement or the services provided pursuant to this RFP shall not be made without prior approval of the Library.

P. Iran Investments: By submission of a Proposal, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).

#### **IV. ATTACHMENTS**

**The following documents ("Attachments") shall be appended to this RFP and become a part thereof:**

##### **Attachment A**

The Library attaches the following schedule of events ("Schedule") for this RFP as a guide. The Library reserves the right to make changes to the Schedule and will provide proper notification to all interested Vendors at the time any changes occur. All interested Vendors are invited to visit Central Library on November 26<sup>th</sup> to view the banquet kitchen and café and rental spaces. Arrangements can be made by contacting Miguel Ruiz.

##### **Attachment B**

The Acknowledgement Form provides the Library with contact information for Vendors interested in responding to this Request for Proposal.

##### **Attachment C**

The Non-Collusion Affidavit is required as part of each Proposal package submitted for Public Opening.

##### **Attachment D**

The E-Verification Affidavit is required as part of each Proposal package submitted for Public Opening.

##### **Attachment E**

Layout of café and meeting rooms along with equipment list.

#### **V. QUESTIONS AND CLARIFICATIONS**

Questions and clarification inquiries about this RFP must be received prior to , and should be directed in writing:

Miguel Ruiz  
Accounting Contract Administrator  
Indianapolis-Marion County Public  
2450 North Meridian Street  
Indianapolis-Indiana 46208  
Phone: (317) 275-4844 Fax: (317) 269-5220

A complete listing of all Vendor questions along with the Library responses will be provided to each registered Vendor. Upon receipt of this RFP, all Vendors considering submission of a Proposal that desire to be included in interim communications should submit the name, company, address, phone number, and fax number as well as the e-mail address of a single point of contact who is authorized to act on behalf of the Vendor to Miguel Ruiz, Accounting Contract Administrator, email address: [mruiz@imcpl.org](mailto:mruiz@imcpl.org) or mailed to her at: 2450 N. Meridian Street, P.O. Box 211, Indianapolis, IN 46206-0211.

## **VI. SUBMISSION OF PROPOSALS**

Vendors must submit five (5) complete copies of their Proposals. Proposals must be received by 2:00 p.m. on Thursday, December 13, 2012, to the attention of Miguel Ruiz at the address listed above. No late Proposals will be accepted. Proposals will be opened publicly and the names of the Vendor providing Proposals will be read aloud in the Library Board Room at the Library Services Center at the address listed above beginning at 2:10 p.m. on Thursday, December 13, 2012. The Library reserves the right to request additional information and will conduct in-person interviews with the Vendors providing the best five Proposals. It is expected that the review process will be completed on or about December 18, 2012. The Library may choose to have discussions with Vendors to clarify their Proposals. The Library may or may not share such discussions with other Vendors in its sole discretion.

## **VII. SCOPE OF SERVICES AND REQUIREMENTS - CAFÉ and CATERING SERVICES**

A. Café Services. Café Vendors submitting a Proposal shall have the ability to provide the following services, shall have the following minimum qualifications, and shall meet the following requirements to qualify for consideration, all of which shall be specifically addressed by the Vendor in the Proposal:

1. The Café Vendor shall have at least three (3) or more years experience relating to the ownership, management or operation of one of more café style or restaurant facilities.
2. The Vendor shall be required to accept pricing input from the Library and have food and beverages competitively priced at levels for products offered at other public institutions within the Indianapolis area.

3. The Vendor will identify the procedure it will follow when providing food and refreshment services to those requesting such services to be served in the three meeting rooms, auditorium, and garden conference room for meetings or events held during regular public hours of operations at Central.

4. Vendor shall be responsible for and shall describe its ability and process for set-up, tear-down and clean-up, equipment needs and any environmental or material requests necessary for the provision of food and refreshment service to those requesting such services to be provided in the three meeting rooms, auditorium, and garden conference room for meetings or events held during regular public hours of operations at Central.

5. The Café Vendor is responsible for and shall describe its ability and commitment for keeping the café area clean, neat and in a safe and sanitary condition by bussing the seating areas, immediately cleaning up all spills and messes in that area and the meeting rooms. Trash will be handled in a safe and controlled manner to avoid spills and leaking containers. The Vendor will not allow boxes, cartons, barrels, carts or other similar items to remain in view in public areas.

6. The Vendor shall be responsible for and shall describe its ability and process for providing and requiring food handler certificates and/or medical examinations as required by law and will make such records available for the Library's review.

7. The Vendor will be responsible for securing and maintaining, and shall identify all licenses and certificates held by Vendor and required to operate the café and provide the food and refreshment services described in café services section of this RFP. Vendor shall display these licenses and certificates in accordance with all pertinent rules, regulations and statutes.

8. The Vendor shall describe its ability and history of employing, and shall commit to employ, management and supervision of the café and food service operations to ensure high-quality, smooth, timely, attentive and customer-friendly service. The Vendor should supply an organization chart demonstrating how the Vendor's staff would be organized and the authority level of each staff member.

9. The Vendor must demonstrate that it will make every effort to ensure only the highest quality food is sold in the Library.

10. The Vendor shall submit a menu of the items proposed to be served in the café with prices.

11. The Vendor should describe marketing strategies or plans Vendor would use to promote Central library food service offerings at the café and for the meeting room facilities.

12. The Library reserves the right to request a tasting of the proposed menu items should it be warranted.

13. A schedule of Operating Hours for the Central Library, Library Holidays and Library Scheduled Closed Days appears on Attachment A.

### **VIII. TERMS AND CONDITIONS GOVERNING AGREEMENT**

In addition to the RFQ requirements of **Section VII** of this RFP, any Vendor that may be selected to perform the services and to enter into a Café Agreement with Library must agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its Proposal must clearly state the reason for any such non-compliance.

A. Labor and Materials. Vendor shall provide all labor, materials and supplies for the work to be performed under this RFP.

B. Agreement Period. The Agreement(s) shall have an initial term of three (3) years commencing January 1, 2013, and ending December 31, 2016 unless earlier terminated or renewed. The Agreement(s) may be renewed by the mutual agreement of the parties for up to two (2 ) terms of one (1 ) year(s) each.

C. Form of Agreement. The submission of a Proposal constitutes the agreement of any submitting Vendor that any contract to be drawn as a result of an award to the Vendor will be prepared by counsel for the Library and will be the controlling agreement. Vendors are requested, however, to submit copies of their applicable standard contract or engagement forms for information purposes.

D. Compliance with Laws. In performing under an Agreement, the selected Vendor shall comply with all laws, ordinances, rules, regulations, or standards of federal, state and local governments having authority or jurisdiction over the Services or performance of the Services, or any lawful orders pertaining in any way to the Services to be provided to the Library.

E. Audit of Contract Records. During the term of the Agreement and for a period of three (3) years following the termination of the Agreement, Vendor shall keep all resulting contract records separate and make them available for audit by Library personnel and Indiana State Board of Accounts personnel upon request.

F. Standard/Licensure Requirements. The selected Vendor shall provide documentation to the Library evidencing all necessary licenses to practice its business prior to the awarding of the contract.

G. Out of State Vendors. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Indiana.

H. Prime Contractor Responsibility. Planned use of Subcontractors in connection with the Agreement should be clearly explained and described in the Proposal. The use of any Subcontractor in connection with the services shall be subject to the approval of the Library, and any approved subcontractor shall agree to be bound by and subject to all terms and conditions of the Agreement between the Library and the selected Vendor. The Vendor as prime contractor will be responsible, and must take responsibility, for the performance of all Services under the Agreement whether or not Subcontractors are used.

I. Independent Contractor. It is expressly understood and agreed that the selected Vendor shall be an independent contractor and not an employee of the Library. The Agreement will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in the Agreement. Vendor represents and warrants that no persons supplied by it in the performance of the Agreement are employees of the Library and further agrees that no rights of the Library's civil service, retirement or personnel rules accrue to such persons. The Vendor shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning all employees and personnel provided by Vendor in the performance of the Agreement and shall save and hold the Library harmless with respect thereto.

J. Indemnification. Vendor shall defend, indemnify and hold harmless the Library and its trustees, directors, officers, employees, representatives, agents, contractors, licensees and successors from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Vendor, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any negligent act, whether active or passive, error, omission, conduct, or operation of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this

Agreement; or (c) any violation of any federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under this Agreement.

K. Vendor Required Insurance Coverage. Vendor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the Agreement, which policies shall protect against any loss or claim arising from or relating to the Agreement, Vendor's service and activities, or presence at the Library facilities, and any act or omission of Vendor or its employees and/or agents or Subcontractors in connection with the services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Vendor or pursuant to the Agreement:

(1) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, special form property damage, fire legal liability, contractual liability, independent contractors, errors and omissions, and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Vendor's activities at the Facilities. Any deductible shall be at Vendor's expense;

(2) Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00);

(3) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;

(4) Blanket employee dishonesty coverage with One Hundred Thousand Dollars (\$100,000) limit, with coverage extending to funds and/or property held by Vendor on behalf of Library;

(5) Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Vendor shall be Vendor's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Vendor.

(6) Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections K. (1), (2), (3) and (4) above, which such policy shall be written on an occurrence basis.

All insurance policies addressed in Subsections K. (1), (2), (4) and (6) above shall be endorsed to name the following as additional insured's:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, agents, contractors, licensees, and successors.

All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the Library; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to the Library prior to cancellation, non-renewal or material modification.

Vendor shall deliver to the Library, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library by the aforementioned time, or if any of such policies are canceled, the Library shall have the right to terminate the Agreement immediately and/or deny Vendor access to Library facilities.

These insurance provisions are minimum requirements and shall not relieve Vendor of its indemnity, defense and hold harmless obligations.

L. Reporting. Cafe Vendor shall furnish a monthly complete and accurate sales report on the café operations and copies of supporting User invoices/billings (including menu and other pricing, guest counts and related data as may be reasonably requested by the Library) and copies of any subcontractor billings and/or commission statement applicable to user events. Vendor shall pay Library monthly commission payments due to the Library on gross sales at the café and shall pay Library commissions on gross receipts from each meeting room event no later than thirty (30) days following the date of the event. Vendor shall maintain books, records, documents, and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Vendor shall also maintain the financial information and data used by Vendor in the submission or preparation of any sales report, statement or summary submitted to the Library or any funding agency. The Library shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine, inspect, audit, and copy directly pertinent books, documents, papers and records of Vendor involving any transaction related to this Agreement. The periods of access and examination as described herein shall continue until any disputes, claims, or litigation arising out of the performance of this Agreement has been resolved.

M. E-Verify. The Vendor must agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the service Agreement. The Vendor must agree to require its subcontractors who may perform work under the services agreement to certify to Vendor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Vendor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The Library may terminate a resulting services agreement for default if the Vendor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the Library of such breach. As a condition to entering into a services agreement, the Vendor must execute the E-Verify Affidavit, which shall be an exhibit to the services agreement. Such affidavit shall be in the form attached to this RFP as **Attachment D**.

N. Performance Uninterrupted. Vendor shall perform services without interruption except as provided herein. If the Vendor believes that food and beverage services cannot be performed due to inclement weather or other unsafe conditions, the Vendor shall notify the designated Library Management ("Library Management") to determine whether the food and beverage services performed by the Vendor may be postponed or excused. The decision whether to postpone or excuse the performance of the Vendor shall be in sole discretion of the Library and shall be final.

O. Communications. The Vendor shall communicate regularly or on an agreed upon schedule with the designated Library Management to provide updates regarding the services performed. The Vendor shall correct all deficiencies within forty-eight (48) hours after being notified by Library Management.

P. Vendor Staff. Vendor shall provide competent, capable, trained, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services under the Agreement. Vendor shall represent that all personnel detailed to provide services at the Library facilities shall be physically, emotionally and intellectually capable of reacting to potentially volatile, threatening and/or stressful situations. Vendor shall supervise and coordinate the work of its employees and approved subcontractors, if any, and shall be responsible for and liable to Library for the work of its employees and approved subcontractors. Any employee, representative, or approved subcontractor of Vendor who, in the opinion of the Library, is unqualified, or unsuitable to perform the required services or who does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the request of the Library in its sole discretion, be reassigned or removed from performing any further duties related to the services to be provided under the Agreement.

Q. Health and Safety. The Vendors personnel assigned to the Library for provision of Services under this RFP are required to maintain and comply with the proper health and sanitation standards, requirements and regulations in order to maintain a high level of

customer service. Vendor shall require its staff and employees to meet appropriate health code standards and other laws, regulations and ordinances prescribed by Municipal, State, and Federal laws, regulations and ordinances. Should any of these laws change during the term of the Agreement, Vendor shall be responsible for compliance with the version of such laws in force at the time of the performance of its obligations under this Agreement.

R. Laws & Ordinances. Vendor shall comply with and observe all federal, state and local laws, ordinances and regulations relating to its operation and services under this Agreement at Central Library and at the Vendor's kitchen(s) and with any vehicles and/or transportation used to deliver food and/or supplies to the Central Library location, including, without limitation, those relating to sanitation and the purity of food and beverages.

S. Personnel Training. Vendor must conduct regularly scheduled training sessions for all personnel. At a minimum, training sessions must include customer service techniques, safe food handling, sanitation, and health programs. Vendor shall assure all staff and employees are trained and licensed as may be required by applicable Federal, State and local laws, regulations and ordinances pertaining to the preparation, handling and service of food.

T. Personnel Decorum. Vendor shall not employ any person or engage in the services of any staff who shall use improper language or who acts in a loud or boisterous manner at the Location. Vendor employees and staff shall be clean, courteous, efficient, and properly trained in their respective areas of responsibility. Employees and staff of Vendor shall be appropriately attired in clean uniforms at all times when at the Central Library location. The term "appropriately attired" is interpreted to include all apparel, nametags, hats, hairnets, shoes, etc. Library additionally retains the right to specify uniform design criteria. Upon the request of the Library, Vendor shall provide each employee and staff person a Vendor name badge that shall be worn at all times when at the Location.

## **IX. PROPOSAL FORMAT**

A. General Requirements. The Proposals shall contain information responsive to the RFP and the items listed below.

B. Specific Proposal Format and Content. Information contained in the Proposals should not exceed eight (8) pages. The required forms do not count against the eight pages. In order to facilitate comparison and review of the Proposals, each Vendor shall use section numbers and titles consistent with the format outlined below:

- (1) Introduction and cover letter – Provide this information:
  - Vendor name, address, telephone, and fax.

- Contact person for the Vendor's response.
- Signature of contact person (this signature will serve as verification that the Vendor is a legal entity, the Vendor does not discriminate, that the contact person is authorized to act on the Vendor's behalf, and that the Proposal shall remain valid for at least sixty (60) days unless otherwise extended by the Vendor and the Library).

(2) Cafe Experience – This section shall include a list of at least three examples of past café/restaurant experience or operations performed or managed by the Vendor which would typify the qualifications of the Vendor.

(3) Company References – This section shall include a list and description of at least two local clients, client contact persons and telephone numbers where past work performed by the Vendor would typify the qualifications of the Vendor.

(4) Company Profile – This section shall include information relating to the business organization of the Vendor and any Subcontractor which would be partnering with the Vendor for the provision of the catering or café services. The full name of each potential key team member should be provided. Provide a statement the Vendor possess all current and valid Indiana permits and licenses to provide the services.

(5) Company Experience – This section shall contain a general overview of the Vendor's experience providing the types of services which Vendor is proposing to provide. Provide verification of the Vendor's ability to deliver the services on time and on budget.

(6) Financial Documentation - Financial statements covering the past three years, demonstrating that Vendor possesses adequate reserves and credit capacity to perform the services provided in the RFP.

(7) Other Responsive Information - Vendors should include any other information Scope of Services and Requirements provided in Section VII hereof and any other information that they feel may aid their Proposal.

## **X. EVALUATION CRITERIA**

The Library will evaluate the Proposals based on the criteria listed below.

- A. Past experience relating to the ownership, management or operation of a café or restaurant facility.

- B. Proposed menu items with pricing to be served in the café and meeting rooms.
- C. Marketing strategies for the promotion of Central's café and the meeting rooms.
- D. Plan for and ability to appropriately staff the café and daytime meeting room food service operations at Central Library.
- E. The taste and quality of the food to be served.

#### **XI. AWARD**

The successful Café Vendor must be ready to begin on or about January 2, 2013.

**Attachment "A"**  
**REQUEST for PROPOSAL SCHEDULE**

RFP Issued	November 21,2012
Public Notification of RFP	(week of ) November 19, 2012
Second Public Notification of RFP	(week of ) November 26, 2012
Questions from Vendors Due to Library	November 30, 2012
Acknowledgement Form for Information Only	November 30, 2012
Answers to Questions sent to Vendors	December 6, 2012
Confidentiality Form Due with Proposal	December 13, 2012
Non-Collusion Affidavit Due with Proposal	December 13, 2012
E-Verify From Due with Proposal	December 13, 2012
RFP Due and Public Opening	December 13, 2012
Selection of Vendors for Interviews	December 14, 2012
Notification to Vendors Invited for Interview	December 14, 2012
In-Person Interviews/tasting with Vendors	December 18, 2012
Notification of Selection	December 19, 2012
Contract Approval	December 20, 2012

**CENTRAL LIBRARY OPERATING SCHEDULE**

Day	Open	Close
Sunday	12:00 PM	5:00 PM
Monday	10:00 AM	8:00 PM
Tuesday	10:00 AM	8:00 PM
Wednesday	10:00 AM	8:00 PM
Thursday	10:00 AM	6:00 PM
Friday	10:00 AM	5:00 PM
Saturday	10:00 AM	5:00 PM

LIBRARY SCHEDULED HOLIDAYS OR DAYS CLOSED

New Years Day  
Martin Luther King Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
In-service Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

**ATTACHMENT B**

**ACKNOWLEDGMENT FORM**

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY**  
**PROPOSAL FORM**

**TO:** INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
2450 N. Meridian Street  
Indianapolis, IN 46208

**PROJECT:** Request for Proposal – Café Services

**VENDOR:**

\_\_\_\_\_

Address:

\_\_\_\_\_

City/State:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_ FAX \_\_\_\_\_

Agent of Vendor (if applicable):

\_\_\_\_\_

Email address:

\_\_\_\_\_

**VENDOR ACKNOWLEDGEMENT:**

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Proposal (RFP) dated \_\_\_\_\_, and intend to participate in the RFP. Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions shall provide all labor and materials in accordance with the requirements of the RFP.

(Vendor):

---

By (Written Signature):

---

(Printed  
Name):

---

(Title):

---

**ATTACHMENT C**

**NON-COLLUSION AFFIDAVIT**

The undersigned Vendor or agent, being duly sworn on oath, says that they have not, nor have any other member, representative, or agent of the firm, company or corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposal.

Further, the undersigned Vendor or agent says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Proposal.

(Vendor):

\_\_\_\_\_

By (Written Signature):

\_\_\_\_\_

(Printed  
Name):

\_\_\_\_\_

(Title):

\_\_\_\_\_

**ATTACHMENT D**

**E-VERIFY AFFIDAVIT**

Pursuant to Indiana Code 22-5-1.7-11, the Vendor entering into a contract with the Indianapolis-Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Vendor is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exists.

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that the Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis-Marion County Public Library, the undersigned Vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Vendor):

---

By (Written Signature):

---

(Printed  
Name):

---

(Title):

---