



NOTICE INVITING PROPOSALS

Sealed proposals will be received at the office of the City Clerk, City of Prescott, 201 South Cortez St., Prescott, Arizona, 86303, until 2:00 P.M. on Thursday, November 1, 2018, for the operation of COFFEE BAR CONCESSION SERVICES FOR CITY OF PRESCOTT - LIBRARY, as specified. All proposals will be opened at 2:00 P.M., on Thursday, November 1, 2018 at City Hall Council Chambers.

Any proposal received after 2:00 P.M. on the above stated date and time will be returned unopened. The City of Prescott reserves the right to accept or reject any and all proposals, or any part thereof, and waive any informalities deemed in the best interest of the City.

Copies of the Notice Inviting Proposals, specifications and necessary information are available by contacting Toni Johnson, Library Manager – Support Services, Prescott Public Library, 215 E. Goodwin Street, Prescott, AZ 86301, phone (928) 777-1504, toni.johnson@prescott-az.gov.

The outside of the proposal envelope shall indicate the name and address of the proposer, shall be addressed to the City Clerk, City of Prescott, 201 S. Cortez, Prescott, AZ 86303, and shall be marked: "PROPOSAL: COFFEE BAR CONCESSION SERVICES FOR CITY OF PRESCOTT - LIBRARY."

REQUEST FOR PROPOSALS (RFP)

COFFEE BAR CONCESSION SERVICES

It is the intent of the City of Prescott to receive sealed proposals for the operation of COFFEE BAR CONCESSION SERVICES FOR CITY OF PRESCOTT – LIBRARY, located at 215 E Goodwin Street, Prescott, AZ 86303.

Background and purpose

The Library has previously housed a coffee bar on the main level of the building and seeks a Concessionaire to provide such service. For the purpose of this document, a coffee bar is defined as an establishment that primarily sells coffee, other drinks such as tea, hot cocoa, bottled water, canned soda and fruit juices; and may include the sale of coffee beans, pre-baked pastries, bagels and cookies. (This use would NOT have waiter/waitress table service, serve full meals or have kitchen facilities that could prepare full meals).

General Specifications

- The coffee bar shall be open from 9 am to 5 pm Monday thru Saturday and 1pm to 5 pm on Sunday. In the event the Concessionaire would like to modify or extend the hours, during normal hours of operation, that portion of the agreement can be modified with the Library Director's approval.
- The Concessionaire will provide the food and beverage concessions as an Independent Contractor. Personnel supplied by Concessionaire shall be Concessionaire's employees and Concessionaire assumes full responsibility for their actions and for the professional presentation of its staff.
- The Concessionaire shall comply with all applicable government regulations related to the employment, compensation, and payment of said personnel. The Concessionaire agrees to purchase and maintain Workers' Compensation Insurance as required by law if Concessionaire has employees.
- The Concessionaire shall obtain all licenses and permits necessary and required to operate a food and beverage concession. The Concessionaire shall purchase, maintain, and insure all necessary equipment and supplies needed to provide adequate services to patrons. Concessionaire shall comply with all rules and regulations of the City of Prescott and with all federal, state, and local rules, regulatory measures and laws of any kind applicable to the operation of a coffee bar concession.
- The Concessionaire shall at all times during the term of the lease maintain commercial liability insurance with a One Million Dollar (\$1,000,000.00) limit per occurrence/Two million Dollar (\$2,000,000.00) per aggregate or equivalent for the licensed premises operations and product liability. This insurance shall name the City of Prescott as an additional insured.

- The Concessionaire may not assign, license or sub-license the premises, or any part thereof, without the express written permission of the Prescott Public Library.
- The Concessionaire will pay the Prescott Public Library \$2.22 per usable square feet and will be billed monthly at the following rate of \$200. This amount will be billed the 1st of the month and is to be paid by the end of the month. In consideration of the sizeable startup investment for a new vendor, the fees will commence three months after the contract goes into effect.
- The Concessionaire will be allowed a sign on the Library wall in the same location and comparable size as the existing coffee bar sign. The area for interior signage is approximately 4' H x 6' W x .5" D.
- It is the City of Prescott's intent to enter into a two year agreement with the successful proposer, with an option to renew for an additional two years if both parties agree.
- Concessionaire will be required to enter into a boilerplate City of Prescott Concession Agreement that will provide the material terms of the contractual relationship between the parties. A sample Concession Agreement is attached to this RFP and incorporated herein as Exhibit "A".
- The City may, at its discretion invite Proposers to make in-person presentations. These Presentations will be at the City's option and the City's sole discretion as to whom to invite.
- The City may run background checks, consistent with existing City employee and/or volunteer background check policies, on any operator/s, employee/s, agent/s or representative/s of the successful Proposer who will be working the Coffee Bar Concession in the Library. Failure to pass a background check will be grounds to preclude any such person from operating or working the Library Coffee Bar Concession. Failure to abide by such preclusion shall be deemed a material breach of the Concession Agreement and may be grounds for termination of the Concession Agreement.
- The Concession Agreement will allow the Concessionaire a contractual license for use of City Library premises, and will not be a lease agreement.

Inquiries or Interpretation

All inquiries concerning the RFP are to be directed to:

Toni Johnson, Library Manager – Support Services
 City of Prescott – Library
 215 E. Goodwin Street
 Prescott, AZ 86303
 (928) 777-1504
 Toni.johnson@prescott-az.gov

If a Proposer is in any doubt as to the meaning of this Request for Proposals, a written request for interpretation may be submitted no later than ten (10) days prior to the opening date of the sealed proposal. The City will not be responsible for any explanation or interpretation other than those submitted in writing.

The Proposer is advised to read this RFP in its entirety. Failure to read and/or understand any portion of the RFP shall not be cause for waiver of any or all of the RFP.

Submittal of Response

One (1) signed original Proposal shall be submitted to the City Clerk, City of Prescott, 201 S. Cortez, Prescott, AZ 86303 and shall be marked "PROPOSAL: COFFEE BAR CONCESSION SERVICES FOR CITY OF PRESCOTT - LIBRARY". Proposals shall be handled by the City in a manner as to prevent disclosure of the contents thereof to competing Proposers during the process of evaluation and negotiation.

The Proposer will be responsible for all costs incurred in preparing a proposal or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City of Prescott and will not be returned.

Proposal Content/Requested Information for Proposal/Proposal Requirements

The response to this RFP should be specific and complete in detail, address each item by the order given in the RFP and be prepared in a straightforward manner, and must demonstrate how you would provide and meet the following criteria/conditions:

1. Provide a cover letter on your stationery that expresses your intent to respond to the RFP. Describe in detail how you propose to provide a turnkey operation to include staff and a self-contained coffee bar with sufficient food storage space and equipment.
2. Define the capability and experience of the individual or organization to provide and operate a coffee bar or other food service and list the names of contact persons with phone numbers and mailing addresses. Include a brief history of each person's experience.
3. Provide a business plan that would ensure a successful operation, which includes details of your plan to provide coffee bar concession services at the library, to include proposed hours of operation of coffee bar, products served, a small eating area for coffee bar patrons, marketing strategies and financial projections.
4. Describe your marketing strategy particular to the operation. How do you plan to ensure a successful and profitable enterprise?
5. Describe how you would provide reasonably priced, high quality, freshly made coffee, cold drinks, pastries and snacks.

6. Describe how you would clean and maintain all areas used by the coffee bar to the satisfaction of the Library Maintenance Technician.
7. Provide any other information that may show your intent, desire, and experience to operate a business that would be profitable for your organization as well as meet the needs of the City of Prescott.
8. Provide a minimum of three references related to providing and operating a coffee bar or other food service.

The Successful Proposer shall agree to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Successful Proposers' participation in the proposal whether said claims, liabilities, expenses or lawsuits arise by the acts or omission of the successful Proposer's subcontractors, their agents or employees.

Certification of Proposal

The proposal shall be certified with the signing of the cover letter by a representative of the organization authorized to bind the proposal and be identified by name, title, address and phone number.

Library supplied furnishings and services

- The Library shall provide approximately 90 square feet of existing space on the main level of the library for the coffee bar.
- The Library provides tables and chairs for customer use.
- All utilities will be provided by the Library except for land-line phone services should the Concessionaire choose to use same.
- Janitorial service will be provided by the Library for the patron seating area. The coffee bar work area is the Concessionaire's responsibility.

Available Space/Premises

- The Concessionaire will provide a structure that shall be free standing and remain unattached to the Library structure. (The current structure is available for viewing during our regular business hours.) Plans, drawings or pictures must be submitted with this proposal and any final configuration must be ultimately approved by the Library Director.
- A water line and electricity is available for the Concessionaire's use.

Award may be made by City based upon the content of the proposal as first submitted, without discussion with the proposer or changes of the content. The submittal by any or all proposers may be canceled or rejected in whole or in part, is the sole discretion of the City. Award of a Proposal will be at the discretion of the City to that Concessionaire whose proposal is in the best interests of the City, and any such determination to award a Concession Agreement will be at the City's sole discretion. The City's decision will be final.

Timeline

All proposals will be due no later than November 1, 2018 at 2:00 p.m.in the office of the City Clerk, 201 S. Cortez Street, Prescott, AZ 86303 and shall be marked: "PROPOSAL: COFFEE BAR CONCESSION SERVICES".

EXHIBIT "A"
LICENSE AGREEMENT FOR CONCESSION SERVICES
COFFEE BAR LOCATED IN PRESCOTT PUBLIC LIBRARY

Contract # ___ - _____

THIS LICENSE AGREEMENT ("AGREEMENT" and/or "CONTRACT"), entered into this ___ day of _____, 2018 between the CITY OF PRESCOTT, hereinafter "City", and _____, hereinafter "Concessionaire."

WHEREAS, the City of Prescott is the owner of facilities at Prescott Public Library, located at 215 E. Goodwin Street, Prescott, AZ 86303, and Concessionaire desires to contract to offer coffee and refreshment services at the foregoing location as an independent contractor.

NOW THEREFORE, the City of Prescott, in consideration of the payments, agreements, conditions & covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby agreed to by the parties, it is hereby agreed as follows:

1. That Concessionaire may operate a coffee bar at Prescott Public Library (hereinafter referred to as "the Library") on the terms and conditions as contained in this License Agreement for Concession Services. Attached hereto, and incorporated herein to this License Agreement for Concession Services is the City's Request for Proposals (Exhibit "A") and the Concessionaire's written Proposal (Exhibit "B").

2. This Agreement shall be for a term of two years commencing _____, 2018, and ending at midnight _____, unless sooner terminated as hereinafter provided. At the option of both parties, as evidenced in writing, the term of this License Agreement for Concession Services may be extended for a two year period beyond the original end date. If Concessionaire desires to extend this Agreement for the two year period, Concessionaire must notice the City, in writing, of such, sixty (60) days before the expiration of the original term. Should City desire to extend the Agreement after it receives notice from the Concessionaire, it shall evidence its acquiescence in writing.

3. Commencing three months after the commencement date of this License Agreement for Concession Services (_____, ___, 201___), Concessionaire shall pay the Prescott Public Library monthly installments of \$200, payable _____. This amount will be billed the 1st of the month and is to be paid by the end of the month. Concession payments shall be made to the Prescott Public Library at 215 E. Goodwin Street, Prescott, AZ 86303.

4. Concessionaire hereby covenants and agrees with the City as follows:
- A. Concessionaire shall have the exclusive right to sell coffee and other refreshments within the confines of Prescott Public Library, in the location contained in this Agreement, during the times and dates as directed by the Library Director or designee.
 - B. Concessionaire may conduct said concession activities on the days and during the hours commensurate with the hours of normal operation of the Library, which are:

9:00 A.M. to 5:00 P.M.	Monday thru Saturday
1:00 P.M. to 5:00 P.M.	Sunday
 - C. Concessionaire will locate their coffee bar in a location to be determined by Library Director or designee. Location must be safe and secure to avoid injuries to any members of the public, and located so as not to interfere with other Library patrons and their use of the library.
 - D. Concessionaire will not maintain or permit any nuisance, public or private, on or around the premises herein contracted or violate any laws, statutes, ordinances and regulations; and will keep and maintain compliance with all legal requirements relating to the premises and to the authorized business conducted thereon. The Concessionaire will not permit or suffer the premises to be used for the purpose of carrying on any illegal business or occupation and will use and occupy the demised premises in a careful, safe and proper manner and will not commit or suffer any waste.
 - E. Concessionaire shall at all times maintain the facilities in a neat, clean and sanitary condition and shall at all times meet the standards of the State and County Departments of Health and all Federal, State and City codes, rules and regulations.
 - F. Concessionaire shall not transfer or assign any portion of the concession facilities, operations or rights under this agreement without prior written approval of the City, which consent may be withheld in the City's sole discretion.
5. The Concessionaire hereby agrees to save and hold harmless the City, or any of its departments, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, inactivity, condition or event arising out of the negligent performance or nonperformance of any provision of this agreement by Concessionaire, its agents or independent subcontractors. This indemnification shall extend to any and all

alleged negligent acts or omissions related to or arising out of any activities of the Concessionaire. The above cost incurred by the City of any of its departments, agencies, employees, or officers shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

6. Any and all personal property and other taxes assessed against the movable fixtures, equipment and personal property and merchandise placed in and upon said premises by Concessionaire shall be the sole obligation and responsibility of Concessionaire. Any and all franchise, excise and other taxes assessed against Concessionaire by virtue of the commercial business conducted on the demised premises and any license and other fees assessed against Concessionaire shall be the sole obligation of the Concessionaire.

7. The payments to the Library provided for in Paragraph 3 will be reported and all fees paid at the time and manner provided therein. Time is of the essence in this agreement.

8. It is agreed between the parties hereto that this written Contract contains all the covenants and agreements of the parties hereto and shall not be modified except by an instrument in writing signed by the parties hereto. Any notice given by either party pursuant to the terms and conditions of this contract shall be sufficient if mailed by prepaid postage or certified mail; addressed to the other party as follows:

ATTENTION: City Clerk
City of Prescott
P.O. Box 2059
Prescott, AZ 86302

With copies to: Library Director

Concessionaire

Any such notice shall be effective as of the date of mailing thereof, and any notice given either party must be made in writing and may be personally delivered to the party, with such personal delivery to be effective as the date of such deliverance.

9. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule or common law.

10. The agreement shall be construed under the laws of the State of Arizona.

11. The covenants, conditions, terms and revenues contained hereinabove shall extend to and be binding upon the City, upon concessionaire, its heirs, personal representatives and assignees.

12. Pursuant to A.R.S. ss.38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract, arising as a result of this contract.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

14. It is expressly agreed and understood by and between the parties that the Concessionaire is being retained by the City as an independent contractor, and as such the Concessionaire shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Section 1(A) above. As an independent contractor, the Concessionaire further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Concessionaire further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

15. The Concessionaire shall obtain and maintain in effect during the term of this Agreement liability insurance policy(ies) with limits not less than those set forth in this Agreement. The amount and type of insurance coverage requirements set forth herein are the minimum requirements and will in no way be construed as limiting the scope of indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Concessionaire from liabilities that might arise out of the performance of the work under this Agreement by the Concessionaire, his agents, representatives, employees, or subcontractors. Concessionaire is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

a. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Concessionaire even if those limits of liability are in excess of those required by this Agreement.

b. The Concessionaire's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Concessionaire shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the following:
City of Prescott - Legal Department, Risk Management, 201 South Cortez Street,
Prescott, AZ 86303

The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

Insurance Requirements – Concessionaire shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate	\$2,000,000
- Products – Completed Operations Aggregate	\$1,000,000
- Personal and Advertising Injury	\$1,000,000
- Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Concessionaire."

b. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Concessionaire, including automobiles owned, concession paymentsd, hired or borrowed by the Concessionaire".

c. Worker’s Compensation and Employers’ Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Concessionaire.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. 20-217.

Prior to commencing work under this Agreement, the Concessionaire shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. §23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

16. The Concessionaire, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and concession payments of equipment. The Concessionaire will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

17. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

18. This Agreement represents the entire and integrated Agreement between the City and the Concessionaire and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Concessionaire. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

21. Nothing in the Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Agreement shall be that of independent contractor, not joint venturer, agent, or business partners.

23. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents, with the Invitation to RFP controlling over the Concessionaire Proposal.

24. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

25. Either party may terminate this Agreement for convenience with thirty (30) days written notice to the other, with Notice being sent pursuant to Paragraph 8 of this Concession Agreement.

26. Concessionaire understands and agrees that the City is providing a mere license, and that this Agreement is contractual in nature. Nothing contained in this Agreement shall create any real property interests on behalf of the Concessionaire.

27. Concessionaire affirms that it is not, and for the term of this Agreement, will not boycott the nation of Israel, as that term is defined by A.R.S. §

ROGER SAFT, Library Director

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT
City Clerk

JON M. PALADINI
City Attorney

CONCESSIONAIRE:

By _____

Name: _____

Title: _____