



# **PONTIAC PUBLIC LIBRARY**

**Request for Proposal**

**Library Café**

**For**

**Pontiac Public Library**

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Section I: General Information

The Pontiac Public Library (Library) is accepting proposals to operate a Public Café, which will include cafe services, to be located in the Library's Pancake Pavilion in the parking lot of the library located at 60 East Pike Street Pontiac, MI 48342. The library maintains a website at <http://pontiac.lib.mi.us> that features background information about the library and its operations.

Upon award of the bid, it is anticipated that a lease or license agreement will be entered into between the Library and the winning Vendor, the final form of which will be subject to negotiation between the parties, but will at a minimum contain the terms listed herein.

A. Submission:

Respondents may submit proposals to:

Devan Green, MLIS, Director  
Pontiac Public Library  
60 East Pike Street  
Pontiac, MI 48342

B. Minimum Requirements

All respondents must demonstrate successful experience as an owner or manager of a café or other related business that was in operation for at least one (1) year prior to submission.

C. Special Condition:

Patrons come to the Library primarily to browse, select reading or other materials, or attend programs. The public café must serve as an enhancement to the main reasons people visit the Library.

### Section III: Background

The Pontiac Public Library serves the residential and business communities of the City of Pontiac. Residents from other communities may also use the Library.

The building is 20,000 square feet, of which 10,000 square feet of the main floor is the daily public service area. The lower floor contains meeting rooms. There is also a Instructional Computer Lab. The lower level is kept closed unless there are upstairs activities happening.

The Library is located downtown across from City Hall.

The café equipment and furniture are owned by the Library. Tenant shall be made aware of and abide by all library policies.

Food concessions are fairly common in libraries around the country. Private-sector vendors have come to realize that library patrons represent a desirable demographic – demonstrating strong customer loyalty and offering high traffic volume in a distinctive environment. In our area: the Farmington Community Library – Main Branch and the Novi Public Library offer cafés; the Southfield Public Library had a coffee bar; and Bloomfield Township Public Library has a vending machine lounge.

**Library Hours of Operation:**

Monday – Thursday 10:00 a.m. – 8 p.m.

Friday -- Saturday 10:00 a.m. – 5:30 p.m.

**The Library is closed:**

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

Occasionally the library is closed an extra day if a holiday falls near a weekend. The library is also closed for a staff in-service day, currently held in January. The library closes for severe weather as needed. Every attempt will be made to contact the vendor or their representative if an unscheduled closing occurs.

The Library is used by the business community, senior citizens, and parents with young children and teenagers during the morning and afternoon weekday hours; by students and families on the weekends. The busiest usage times are weekdays after school, evenings and weekends.

Our meeting room activity and programs hold possibilities for catering by the Café Vendor, if desired. (If catering is done, menu and price list must be available.) Catering proceeds for library activities will be included in the gross sales of the Café.

## Section IV: Library Conditions and Obligations

The library provides for the café:

- Commercial Kitchen and Covered picnic area
- Picnic Tables
- A source of water and a floor drain
- Plumbing, heating/cooling and electrical service
- Equipment and furniture listed in Appendix A
- As a service to patrons, a Café information page on the Library website

## Section V: Vendor Obligations

### A. Planning:

The Vendor is required to:

- Prepare the Café for operation; and
- Operate and manage the Public Cafe

### B. Hours of Operation:

The Vendor may choose to be open all hours that the Library is open. Prior authorization by the Library Director would allow the Café to be open beyond regular library hours under special circumstances if both parties (Library Director and Vendor) agree.

The Library and the Vendor will negotiate hours of operation before the lease is finalized. Those hours may change only with the Library Director's approval.

However, the Public Café must be open:

- Saturday from 10:00 a.m. – 4:30 p.m.
- At least 60% of the hours the Library is open on weekdays

### C. The Vendor will provide:

- Menu Boards
- Any necessary governmental permits for the operation of the Public Café concession
- Any additional professional equipment desired, including installation
- Signage (must be approved by the Library Director)
- All Supplies

### D. Design Specification:

The café is part of the total building and the décor should complement the whole building. Therefore, added decorations, menu boards and signage must be approved by the Library Director.

E. Operating Standards:

Maintenance:

1. Vendor is responsible for keeping the Café area and seating areas neat and clean.
2. Vendor is responsible for keeping the Café area and equipment in good repair. Vendor must maintain or repair all equipment in the café as necessary for operations of the café at their expense.
3. Vendor is responsible for regularly bussing the seating and condiment areas and immediately cleaning up spills and messes.
4. Vendor will ensure that interior trash receptacles, bussing stations, etc. do not become messy or overfilled during business hours. Operator will empty trash nightly, into the service area dumpster.
5. Vendor will not allow boxes, cartons, trash bags, or similar items to remain in view of the public.
6. Failure to maintain a neat and clean appearance will be a major consideration which could lead to early termination of the contract.

F. Staff:

The Vendor shall provide a competent supervisor at all times during operation. The vendor shall set and enforce a dress code, approved by the Library, for all employees.

The Vendor shall provide staff/volunteers to operate the Public Café during the hours agreed to and shall provide the necessary training for its employees. Upon request, the Vendor shall provide a list of current employees, including name, address, social security number and/or driver's license number. The Library reserves the right to do background checks on any employee.

G. Menu and Pricing:

The Vendor shall provide reasonably priced, high quality, freshly made coffee, fresh bakery products and other menu items. The menu items should reflect variety and innovation. The Library reserves the right to review and approve the menu and prices.



Any cooking shall be restricted to heating with a microwave or countertop grill, as opposed to any method requiring ventilation equipment, such as a stove or oven.

H. Business Terms:

Rent:

The Pontiac Public Library intends that the Café will pay a negotiated rent. This will be formally delineated in the legal contract between the library and the successful applicant.

Rent shall be payable by the fifteenth day of each month. The Vendor must make payment within 15 days of the last day of the preceding month and must include a statement showing the Vendor's total gross receipts for the preceding month. Library reserves the right to audit monthly receipts.

I. Late Payment:

If the Vendor is delinquent for 30 days or longer in paying the Library any amounts owed under the agreement, the Vendor shall also pay the Library a penalty 1.5% of the rent, accrued monthly until the payment is made in full.

J. Permits / Compliance:

The Vendor shall obtain and pay for all governmental permits and licenses that may be required for the operation of the Public Café. The Vendor shall comply with all applicable federal, state or local laws governing the operation of the services performed. Violation of any federal, state or local law may be considered as cause for termination of the lease. The Vendor shall be responsible for and pay all taxes relating to its operation.

K. Health Standards, Regulations and Permits:

The Vendor shall apply for, receive and provide copies to the Library of any health permits required. The highest standards of cleanliness shall be maintained for the safety of the public and employees. All equipment used in the preparation of food or beverages shall be sanitized after each use. Trash shall be removed daily or more often.

L. Initial Term; Renewal Option:

The initial term of the lease shall be for one (1) year and subject to early termination as specified below. The terms of the lease shall be automatically renewed for two (2) successive one-year periods unless one party provides written notice to the other party at least ninety (90) days prior to the termination date that it does not intend to renew the lease.

M. Termination:

Either party may terminate the lease agreement with a ninety (30) day written notice to the other party.

N. Insurance:

During the term of the lease, the Vendor shall maintain general liability insurance with minimum liability limits of \$1,000,000. A certificate of insurance shall be furnished to the Library with the Vendor's signed contract. The certificate must provide that thirty (30) days prior notice be given to the Library in event of cancellation or reductions in insurance coverage. The Vendor of the Public Café shall be solely responsible for any health related claims brought by consumers of the Vendor's products.

O. Workers' Compensation Insurance:

The Vendor shall maintain Workers' Compensation insurance for all of the Vendor's employees in strict compliance with state laws. The Vendor will provide Workers' Compensation insurance certificate to the library annually.

P. Indemnification:

The Vendor shall indemnify and hold the Library harmless from and against any loss, liability, damage, cost or expense (including, with limitation, legal or other costs and expenses in connection with any action, suit or proceeding brought by or against the Library or relating to the enforcement of this indemnification) paid, incurred or suffered by the Library as a result of any act, omission or neglect of the Vendor, or of its agenda or employees, in connection with the conduct of any activity, work or endeavor undertaken in connection with the lease.

## Section VI: Proposal Content and Evaluation Criteria

Proposals must be divided into two sections, Administration and Program. Proposals should address each of the points listed. Proposals will be evaluated on the basis of:

- Quality, clarity and thoroughness of written proposal.
- Demonstrated experience in similar endeavors.
- Meeting the specifications.
- Financial stability of the applicant.
- Viability of the applicant as a long-term business partner.

Contents of Proposal:

1. Describe, in two pages or less, your experience and background in operating a café.
2. Provide a description of:
  - The menu items you propose with prices; include the names of providers of food products
  - Hours of operation
  - Staffing (levels, competencies)
3. Explain what standards you use to ensure a quality-run operation. Please indicate such things as quality and freshness standards for coffee, pastries, and other food products.
4. What ideas (for promotion, advertising, publicity, special events) do you have for the Library Public Café that would distinguish it from other café operations? Please identify any names that you are proposing for the Café.
5. What is your management philosophy and how does it ensure that the Library's Public Café will be staffed with qualified employees? Please include descriptions or copies of any customer service training programs, recruiting techniques or employee handbook.
6. List the name of the person who will be responsible for the overall operations of the public café, should you be awarded the bid. If the person responsible for managing the public café on a daily basis can be identified and is different from the operations person, indicate the person's name.

7. Do your financial assets allow you to undertake this project? Please provide:
- A financial plan indicating the source of funding to be used for the operation of this Public Café
  - Income statements that provide income and expenses for three years operation
  - Balance sheet and income statements for the last two fiscal years, prepared in accordance with general accepted accounting principles, reflecting the current financial condition of vendor entity
  - Names, addresses and telephone numbers of at least three (3) credit references, including at least one banking reference.
8. What uniquely qualifies you to provide the Public Café concession service to the Library? Include here any local reputation that would be an asset to this business venture?
9. As a beginning for the negotiations process, identify the rent that you would be willing to pay monthly.

Section VII: Technical Assistance / Clarification

Any vendor requiring clarification of information must submit specific questions or comments to:

Devan Green, MLIS  
Library Director  
Pontiac Public Library  
60 East Pike Street  
Pontiac, MI 48342  
Phone 248-758-3940  
E-mail: [dbgreen@tln.lib.mi.us](mailto:dbgreen@tln.lib.mi.us)  
[NOTE: E-mail messaging is preferred.]

An interpretation of this RFP given by any person other than the Library Director shall be invalid. Interpretations may or may not be given orally or in writing dependent upon the nature of the inquiry.

Section VIII: RFP Additional Provisions

A. Cost of preparation of response:

Costs incurred by an agency in the preparation of a proposal response are the responsibility of the responding agency and will not be reimbursed by the Library.

B. Proposals are public record:

All information submitted by vendors shall be public record and subject to disclosure pursuant to the Michigan Freedom of Information Act.

C. Cancellation:

The Board of Trustees for the Pontiac Public Library reserves the right to cancel award of this lease any time before the execution of the contract by both parties. In no event shall the Library have any liability for the cancellation of award. The vendor assumes the sole risk and responsibility for all expenses connected with the preparation of the proposal.

D. Rejection of proposal:

The award will be made to that responsible vendor whose proposal, conforming to this RFP, will be most advantageous to the Library, price and other factors considered. The Board of Trustees for the Pontiac Public Library reserves the right to reject any or all responses to this Request for Proposal, in whole or in part, and to waive informalities and minor irregularities in proposals received.

E. Withdrawal of proposals:

Proposals may be withdrawn in person by a vendor, or its authorized representative, provided their identity is known, and a receipt is signed for the proposal only if the withdrawal is made prior to the stated proposal deadline. In case of error by the vendor in making a proposal, the Library Director may, in her sole discretion, reject such proposal upon presentation of a letter by the vendor which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

F. Assignment:

Neither the resultant lease nor any of the requirements, rights or privileges demanded by it may be sold, assigned, contracted or transferred by the vendor without the express written consent of the Pontiac Public Library Board of Trustees.

G. Non-Discrimination in Employment:

The successful vendor's attention is directed to the provisions of federal and state Civil Rights legislation, prohibit discrimination in employment.

H. Green Products:

Vendors shall use green products to the maximum extent economically feasible in the performance of the work set forth in this document.

I. Conflict of Interest:

A vendor submitting a proposal hereby certifies that no member of the Library Board of Trustees has a pecuniary interest in this proposal; that the proposal is made in good faith without fraud, collusion or connection of any kind with any other vendor; the vendor is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

J. Disputes:

In case of any doubt or differences of opinion as to the items or service to be furnished, or the interpretation of the provisions of the RFP, the decision of the Pontiac Public Library Board of Trustees shall be final and binding upon all parties.

K. Clarification of Responses:

The Pontiac Public Library Board of Trustees reserves the right to obtain clarification of any point in a firm's proposal. Failure of a vendor to respond to such a request for additional information or clarification could result in rejection of that firm's response.

L. Americans with Disabilities Act:

The Vendor must comply with all applicable requirements of federal and state Civil Rights laws and rehabilitation statutes, regarding access to services and employment practices.

M. Publicity:

Any publicity, giving reference to this project, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall require the approval of the Library Director.