

– REQUEST FOR PROPOSAL –

Coffee Bar  
for the  
Richmond Memorial Library  
19 Ross St.  
Batavia, NY 14020

May 8, 2017

**PROPOSALS DUE NO LATER THAN 5:00 P.M JUNE 9, 2017**

See details within

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## **SECTION 1 OVERVIEW**

### **1.1 RFP Purpose**

The Richmond Memorial Library, hereafter referred to as "RML," solicits proposals for a vendor to operate a coffee bar located within the library.

### **1.2 Issuing Office**

This RFP is issued by the Richmond Memorial Library, which is responsible for the requirements specified in this RFP and for the evaluation of all proposals.

### **1.3 Organization**

The Richmond Memorial Library is chartered by the University of the State of New York, State Education Department as a school district-type public library, which is a separate government entity from the school district. The Library is governed by a five member Board of Trustees elected by the residents of the Batavia City School District. The Board of Trustees is responsible for setting policy, approving the annual budget, and ongoing expenditures.

RML is the largest and busiest public library in Genesee County. The resources of RML total approximately 93,000 books, periodicals, all types of media, pamphlets and maps. 22,000 people currently have RML cards. Average number of people who visit RML daily was 571 in Fiscal Year 2015-16. Additional statistics for FY 2015-16 include: 166,802 people visited the library. 254,783 items were borrowed. Library computers were used 33,759 times. 4,471 people attended 355 library programs.

The RML Building is owned by the Batavia City School District. The library and the school district work closely together to maintain the building as a safe, secure and welcoming destination. A joint Buildings and Grounds Committee monitors the status of the building.

### **1.4 RFP Scope**

The information and instructions contained in this RFP are intended to provide interested vendors with information necessary to prepare and submit proposals and accompanying materials.

### **1.5 Pre-submittal Inquiries**

The designated coffee bar space can be viewed during the library's normal hours of operation. Additional concerns and questions can be addressed to the director prior to the RFP due date. Contact him by phone or email (585-343-9550 x7; rconrad@nioga.org).

Any proposed changes concerning this RFP **MUST** be submitted in writing to:

Bob Conrad, Library Director  
Richmond Memorial Library  
19 Ross St.  
Batavia, New York 14020  
FAX: (585) 344-4651  
Email: rconrad@nioga.org

#### **1.6 Pertinent Dates**

- A. Release of RFP: May 9, 2017
- B. Advertisement dates: May 15 & 16, 2017
- C. Pre-submittal inquiries - set up appointment prior to June 9
- D. Submittal of proposals: **no later than 5:00 PM June 9, 2017**
- D. Anticipated Award Date: no later than June 16, 2017
- E. Anticipated Opening: July, August ,or September 1, 2017

#### **1.7 Proposal Preparation**

The proposal format is outlined in Section 3 of this RFP. Vendors should feel free to augment their responses with additional information, as they deem appropriate. Failure to follow the prescribed format for responses may result in disqualification.

#### **1.8 Submittal of Proposals**

Interested vendors should submit one hard copy of a completed proposal addressed to: **Coffee Bar Proposal, Richmond Memorial Library, 19 Ross St., Batavia, NY 14020 no later than 5:00 PM Eastern Standard Time on June 9, 2017.** Vendors have sole responsibility to assure that their proposals are received on time. Proposals may be mailed or hand delivered to the library by or before the due date.

The content of each proposal will be held in strict confidence and will not be opened prior to the submittal of proposal deadline, at which time they become public information subject to the provisions of New York State law.

## **1.9 Selection Process; General Criteria**

- A. RML reserves the right to reject all proposals, waive minor irregularities, and/or call for new proposals.
- B. When evaluating the proposals submitted in response to this RFP, RML's considerations include, but are not limited to, the following:
  - 1. The ability, capacity, and skill of the vendor to perform the contract or provide the service required.
  - 2. Whether the vendor can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
  - 4. The quality of performance of previous contracts or services, if applicable.
  - 5. The ability of RML to negotiate a contract with the most qualified vendor.

## **1.10 Interviews**

In the event RML requires additional information or determines a personal interview is necessary prior to selection of a finalist, RML may elect to interview finalists at the Library. All vendor expenses for travel to Batavia associated with vendor interviews are to be borne exclusively by participating vendors and not by RML.

## **1.11 Notification of Successful Vendor**

Upon approval, the successful vendor will be notified in writing and a contract shall be prepared by RML. A letter advising of the results will be sent to all participating vendors as soon as the contract is signed and approved.

# **SECTION 2 DETAILED REQUIREMENTS**

## **2.1 Background**

The Coffee Bar was a prominent feature of the space study conducted by FRA Engineering of Rochester, NY for the Richmond Memorial Library's long range plan covering the years 2007-2011. A core committee comprised of six community representatives, two library board members, two library staff members and the library director, with the assistance of an outside facilitator, provided the direction for the library's long range plan. FRA Engineering recommended a Space Study Survey be conducted by the library. Over 500 surveys were filled out by library patrons. When

asked what item would be a good addition to our library, the addition of a coffee bar was number one. The coffee bar was constructed and located in a high traffic area, and has been operated by two different vendors since 2011. The coffee bar is visible to the public when they enter the library, and from the main circulation desk and main doors.

## **2.2 Richmond Memorial Library Open Hours**

Current hours of operation for the library:

- A. Monday - Thursday 9:00 a.m. to 9:00 p.m.
- B. Friday and Saturday 9:00 a.m. to 5:00 p.m.
- C. Sunday - closed

## **2.3 Food and Drink in the Library**

There are currently no restrictions on food and drink in the library. Patrons are asked to have lids on drinks. Eating is usually of the snack variety, especially in the children's room and teen area. The Coffee Bar will be given Right of First Refusal to cater any library program or event, as well as any outside groups who meet in the library's Gallery and Wilber Rooms.

## **2.4 Concept**

Operate a coffee bar of quality craftsmanship and design. The coffee bar enhances the library environment and adds to the popular bookstore-like atmosphere. The coffee bar should operate much of the time the Library is open. The coffee bar will not be a self service kiosk. The operator of the coffee bar must have employees manning the coffee bar during its open hours.

The coffee bar must offer high quality food items that require only warming/toasting, cooling or finishing on site. No grill, fryer or similar cooking may take place on site. No ovens may be installed in the library. Aside from the offerings detailed below, other offerings may be proposed, but are subject to Library approval.

- A. Location: Main Floor of the Library

- B. Seating Area: Exclusive seating for 12-16 customers in the immediate area is supplemented by seating throughout library.
- C. Storage Area: Under counter storage and wall-mounted cabinetry is provided. Additional storage is available in library storage areas not open to the public.
- D. Menu Profile: Espresso drinks, coffee, tea, bottled water, bottled juices, yogurt, fruit, muffins, bagels, fresh pastries, soups, and sandwiches.
- E. Retail: Specialty packaged foods
- F. Coffee Bar Open Hours: **Optimal:** Monday - Thursday: 9:00AM to 8:00 PM; Friday and Saturday: 9:00 AM to 4:00 PM  
**Minimum:** Monday-Friday 9:00 AM to 1:00PM; Afternoons, evenings, and weekends for special events and programs.
- G. Rent: \$200/month for the first twelve months. Re-negotiated yearly.
- H. Utilities: Water, electricity, and Wi Fi are included in the rent.

## 2.5 Vendor Minimum Requirements

Certain minimum requirements have been established in order for vendors to be considered for the contracts described in this Request for Proposal:

Vendors shall have one or more years of continuous experience within the last five years in the ownership, management or operation of a food establishment that offers specialty coffee, teas, foods.

Vendors with experience in catering preferred but not required.

Vendors not meeting the minimum requirements will result in disqualification of their proposal and will not be considered further.



## 2.6 Development Requirements

The Library will provide the following:

- a) Plumbing, sinks and faucets, water service.
- b) Electrical service, lighting and additional outlets for appliances at coffee bar.
- c) Service counters with laminate tops including standard cabinets for storage. Drawing attached (Attachment II) gives approximate layout of coffee bar.
- d) Trash containers for public use.
- e) 4 tables and 12 chairs for customers.
- f) Construction of coffee bar, including plumbing and electric modifications, meets the local building code and health regulations.

The operator will provide and install the following:

- g) All coffee bar preparation and service equipment, all under-counter equipment including under counter refrigerator, trash receptacles and all other items required to serve beverages and food. Further, the operator will promptly repair or replace said equipment should it fail during the term of this agreement.
- h) Any freestanding kitchen shelving and storage cabinets, if required.
- i) Identification sign to be mounted on the ceiling grid above the coffee bar. Signage will also be a joint project with the vendor, but the Library retains the final approval for all signage.
- j) All menu boards and related signage. The Library must approve the design and content of all vendor-provided signage prior to its installation.
- k) All dishes, cups, napkins and related products.
- l) Additional shelving or full size refrigerator, if required, in library staff areas closed to public.

## 2.7 Design Specifications

The project architects designed the coffee bar area (see Attachment II). In determining the final layout of furniture and coffee bar equipment, the operator must adhere to these guidelines:

- A. The space available for the coffee bar area is limited, therefore special attention must be given to the organization of each element.
- B. All finishes must be compatible with the surrounding surfaces and approved by the library.

- C. Structures such as canopies are not acceptable.
- D. Neon and exposed fluorescent are not permitted.
- E. Signage: The vendor will provide interior signage with library approval. The vendor will also provide menu boards, subject to library approval. No exterior signage will be allowed.
- F. The counter-height coffee bar is lockable, but cabinets are not. The vendor must secure cash, equipment, and supplies. The Library is not responsible for damage, loss or theft of property in the coffee bar area.

## 2.8 Business Terms

- A. **Rent:** Selected operator shall pay a minimum monthly rent of \$200. Rent is due on the first business day of each month. Rent begins on the first month the new coffee bar is open to the public. In the case that the first month of operation is not a full month, rent will be pro-rated
- B. **Late Payment:** If operator is delinquent for 30 days or longer in paying to the Library any amounts owed to the Library under the agreement, operator shall pay to the Library 1.5% of rent, accrued monthly until the payment is made in full.
- C. **Term:** The lease begins on the Coffee Bar's opening date (July, August, or September 1, 2017) and terminates August 31, 2018. The lease may be extended for additional one, two, or three-year periods upon mutual agreement of the parties.
- D. **Early Termination:** Either party may terminate the lease agreement prior to August 31, 2017, with a 90-day written notice to the other party. The operator will retain any of its own equipment.
- E. **Utilities:** All utilities are paid for by the Library and are included in the rent charged to the vendor. A telephone jack may be installed in the coffee area upon the request of the vendor. Vendor is responsible for telephone hook-up, ongoing line, and all other phone related charges.
- F. **Licensing:** Vendor will be responsible for securing and maintaining in full force all licenses required by the Genesee County Health Department and/or other applicable authorities to operate this coffee bar. Vendor will also be responsible for the total cost of such licenses and renewals.

- G. **Catering Opportunities:** There is potential, on a largely exclusive basis, for catering services, such as light lunches or refreshments, for meetings and programs by outside groups using the library.
- H. **Library Programs:** Library will use the coffee bar vendor to provide refreshments for as many library programs (where refreshments are normally offered) as possible.
- I. **Webpage:** Coffee bar will receive a page on the library's webpage where the menu, catering information, specials, hours, etc. may be publicized.
- J. **Advertising:** Library will advertise and promote coffee bar to a limited extent, including up to one special meal, program, or promotion per month in its library program materials, assuming coffee bar meets marketing deadlines. Coffee bar must also list, market, and advertise itself through other channels periodically.

## 2.9 Operating Standards

- A. **Maintenance:** Operator is responsible for keeping the coffee bar area neat, clean, and in good repair. Operator is also responsible for regularly bussing the seating area and immediately cleaning up spills/messes in that area. Operator will ensure that receptacles do not become overfilled during public hours. Library custodians will empty trash nightly. Operator will not allow boxes, cartons, barrels or other similar items to remain in view in public areas. Operator will be allowed to enter the library as early as 7:00 a.m. to prepare for the 9:00 a.m. opening time. Operator must close and clean the coffee bar area no later than the established library closing times.
- B. **Employee Standards:** Service should be timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Operator to recruit, train, supervise, direct and deploy the optimum number of employees to match the work requirements. Each employee should: (1) be clean, neat, and well-groomed; (2) be free from offensive body odor; (3) be professional, courteous, and friendly to the public. Public restrooms may be used for operator's employees.
- C. **Menu and Pricing:** Operator to charge reasonable prices for all food and beverages. The coffee bar must offer high quality food items that require only warming/toasting, cooling or finishing on site. The Library reserves the right to review and approve of prices and menu.

- D. **Food Quality:** Operator will make efforts to ensure that only the highest quality of food is sold at the Library. Food preparation may be done off site in a Genesee County Board of Health approved kitchen.
- E. **Deliveries:** The optimal time for deliveries is between 8:00 a.m. and 9:00 a.m., Monday-Friday before the library opens to the public and only through the employee entrance on the side of the building. Deliveries need to be carried or hand-trucked into the building directly to the coffee bar or storage areas. Coffee bar employee must be present to accept deliveries. The Library will not accept deliveries on behalf of the operator, nor will they assume responsibility for any products left in the shipping/receiving or any other area of the library.

## **SECTION 3      PROPOSAL FORMAT AND EVALUATION PROCESS**

### **3.1      Vendor Information and Certification Form**

The Vendor Information and Certification Form (Attachment I) must be completed in full, signed by the vendor and included with the proposal at the front of the proposal. **Any proposal submitted without this completed and executed form will be rejected.**

### **3.2      Proposal Evaluation Process**

Proposals shall be reviewed by the Library Board of Trustees and Library Director. If any clarification is needed, the library director will contact the vendor(s) directly. If interviews are requested by the Trustees, these interviews will be arranged by the library director. The Richmond Memorial Library Board of Trustees will make the final approval.

Responses should restate the question AND use the same sequence of numbers and letters as in the RFP.

### **3.3      Required Proposal Elements**

- A. Describe your experience and background in providing food services of a coffee bar/ café/ catering nature.
- B. Provide your plan for setup and operation of a coffee bar in the library, including:
  - a. identification of the appliances and equipment to be used.
  - b. list of proposed menu items and estimated prices.
  - c. hours of operation.
  - d. staffing (levels, competencies).
- C. What standards do you have for ensuring a quality-run operation? Please indicate such things as quality and freshness standards for coffee, pastries, and other food products.
- D. What ideas (promotions, advertising, publicity, special events) do you have for the Library coffee bar that would distinguish it from other operations?

- E. What is your management philosophy and how does it ensure that the Library coffee bar will be staffed with qualified employees?
- F. Will your financial assets allow you to undertake this project? Please provide the following:
  - a. Financial Plan indicating the source of funding to be used for vendor required elements and working capital.
  - b. Projected income and balance sheet for first year of operation is desirable but not required.
  - c. Names, addresses and telephone numbers of at least three credit references, including at least one banking reference.
- G. What uniquely qualifies you to provide a coffee bar service in this library? If you have experience providing specialty coffee service within an established business or institution (retail, university, school, hospital, government, other), please describe and provide references.

**FAILURE TO PROVIDE A RESPONSE TO ANY SECTION SHALL BE CAUSE FOR REJECTION**

## SECTION 4      GENERAL REQUIREMENTS

### 4.1      Conflict of Interest

- A. [1]      No officer or employee of RML shall have an interest in any contract with RML, when such officer or employee, has the power or duty to
- (a)      negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder,
  - (b)      audit bills or claims under the contract, or
  - (c)      appoint an officer or employee who has any of the powers or duties set forth above, and
- [2]      No chief fiscal officer, treasurer or his or her deputy or employee shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent, or for investment of funds of RML of which he or she is an officer or employee. "Interest" as used herein means a direct or indirect pecuniary or material benefit accruing to an officer or employee of RML as the result of a contract with the library. An officer or employee of RML shall be deemed to have an interest in the contract of
- (a)      his or her spouse, minor children and dependents, except a contract of employment with RML,
  - (b)      a firm, partnership or association of which such officer or employee is a member or employee,
  - (c)      a corporation of which such officer or employee is an officer, director or employee and
  - (d)      a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee. New York State General Municipal Law §§ 800 - 801.
- B. [1]      The provisions of section 4.1 A. shall not apply to:
- (a)      The designation of a bank or trust company as a depository, paying agent, registration agent or for investment of funds of RML except when the chief fiscal officer, treasurer, or his deputy or employee, has an interest in such bank or trust company; provided, however, that where designation of a bank or trust company outside the county would be required because of the foregoing restriction, a bank or trust company within the county may nevertheless be so designated;
  - (b)      A contract with a person, firm, corporation or association in which an officer or employee of RML has an interest which is prohibited

solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;

- (c) The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;
  - (d) The purchase by RML of real property or an interest therein, provided the purchase and the consideration therefor is approved by order of the Supreme Court upon petition of the governing board;
  - (e) The acquisition of real property or an interest therein, through condemnation proceedings according to law;
  - (f) A contract with a membership corporation or other voluntary non-profit corporation or association;
  - (g) The sale of bonds and notes pursuant to section 60.10 of the local finance law;
  - (h) A contract in which an officer or employee of RML has an interest if such contract was entered into prior to the time he or she was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
- [2]
- (a) A contract with a corporation in which an officer or employee of RML has an interest by reason of stockholdings when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;
  - (b) A contract for the furnishing of public utility services when the rates or charges therefor are fixed or regulated by the public service commission;
  - (c) A contract for the payment of a reasonable rental of a room or rooms owned or leased by an officer or employee when the same are used in the performance of his or her official duties and are so designated as an office or chamber;
  - (d) A contract for the payment of a portion of the compensation of a private employee or an officer when such employee performs part time service in the official duties of the office;



- (e) A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under the contracts in which such person had an interest during the fiscal year, does not exceed the sum of one hundred dollars;
- (f) A contract with a member of a private industry council established in accordance with the federal job training partnership act (29 U.S.C.A. § 1501 et seq.) or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract. General Municipal Law § 802.

C. [1] Any officer or employee of RML who has, will have, or later acquires an interest in any actual or proposed contract with RML of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to the governing body thereof as soon as he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of RML. Once disclosure has been made by an officer or employee with respect to an interest in a contract with a particular person, firm, corporation or association, no further disclosures need be made by such officer or employee with respect to additional contracts with the same party during the remainder of the fiscal year.

[2] Notwithstanding the provisions of section 4.1 C.[1], disclosure shall not be required in the case of an interest in the contract described in section 4.1 B.[2], above.

## 4.2 Non-Collusion

A. Each proposal shall also contain the following statement subscribed by the vendor and affirmed by such vendor as true under the penalties of perjury.

[1] By submission of this proposal, each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;

- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- (c) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

#### **4.3 Opening; Conformity to Specifications; Clarification Bulletins**

- A. The proposals are opened as stated in the call for proposals or as soon thereafter as reasonably possible. They are irrevocable after opening for sixty (60) days or any period specified in the call for proposals.
- B. Selection is based upon a comparison of the proposal as submitted with the requirements identified in the RFP and, where necessary, clarification bulletins.
- C. Clarification bulletins may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. The date and time of proposal opening may be extended only once, and not more than twenty business days. Any proposal may be withdrawn prior to the time of opening in case of an extension. Reasonable effort will be made to notify all who have submitted proposals.
- D. If major revisions become necessary, or for any other reason, all proposals may be rejected and a new call published, subject to the discretion of RML.
- E. Unopened proposals are to be returned if the vendor requests and supplies a prepaid mailer.
- F. Specific questions regarding the RFP may be submitted in writing to the individual listed in Section 1.5.

#### **4.4 Liability and Insurance Requirements:**

The vendor must certify that the vendor is an independent contractor and the vendor's firm, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of RML. The vendor shall indemnify and hold RML and the Batavia City School District, as owner of the library building, harmless from any loss, liability, damage, death or injury to any person or property, from any negligent or wrongful act or omission of the Contractor, its agents, or employees, arising directly or indirectly as a consequence of this contract.

Insurance shall be procured by the successful vendor before commencing work, no later than 14 days after notice of award, and maintained without interruption for the duration of the contract. in the kinds and amounts specified in Attachment III "Batavia City School District Standard Insurance Requirements." If the insurance is not provided in acceptable form within this period of time, then the Richmond Memorial Library Director may declare the vendor non-responsive and award a contract to the next desirable vendor.

**ATTACHMENT I**  
**Vendor Information and Certification Form**

Please complete and submit with other required information and other related materials you wish to provide the Library. *Complete a separate form for any subcontractor (s) whose employees will perform services within the library.*

**A. VENDOR IDENTIFICATION:**

1. VENDOR NAME: \_\_\_\_\_

2. ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

3. TELEPHONE #: \_\_\_\_\_

4. FAX #: \_\_\_\_\_

5. FEDERAL ID # OR SOCIAL SECURITY #: \_\_\_\_\_

6. OWNERSHIP (CHECK ONE): Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Other (explain) \_\_\_\_\_

a. List parent company (if applicable): \_\_\_\_\_

b. Year business established, if applicable: \_\_\_\_\_

7. IF A CORPORATION, PLEASE ANSWER THE FOLLOWING:

a. List state of incorporation: \_\_\_\_\_

b. List resident agent for service of process in New York: \_\_\_\_\_

c. List (or attach a list) of principal shareholders (those owning 5% or more of the corporation's stock): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. List (or attach a list) of all officers and directors of the corporation:

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8. IF A PARTNERSHIP, PLEASE ANSWER THE FOLLOWING:

a. List (or attach a list) of the general and limited partners and, if applicable, officers:

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9. Current number of employees: Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Total \_\_\_\_\_

10. Name and address of current liability insurer: \_\_\_\_\_

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11. Are you or your business currently involved in any lawsuits (check one):

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list caption and cause number for all lawsuits in which you are involved:

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12. Are you and your business current in meeting all state, federal, local, sales, and payroll taxes (check one): Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain: \_\_\_\_\_

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**B. 1. CURRENT AND FORMER OPERATIONS OR EMPLOYMENT**

List locations of your current operations:

Name and Address	Consecutive Years in Operation Under Your Ownership/Management
1. _____ _____	_____ years
2. _____ _____	_____ years
3. _____ _____	_____ years

**C. 1. EXPECTED CAPITAL INVESTMENT - CAFÉ :**

Please list (or attach) an itemization of your expected capital investment for the Library café area listing each item (including equipment listed in the Required Proposal Elements Section of your RFP) and the anticipated dollar amount of each item.

ITEM	DOLLAR AMOUNT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**D. ASSURANCES:**

The Vendor hereby certifies that Vendor:

1. Has the authority and/or responsibility to submit a proposal and to represent their organization in all phases of this RFP process.
2. The information provided is true and accurate to the best of their knowledge.
3. Understands any false statement may disqualify this proposal from further consideration or be cause for contract termination.
4. Agrees to notify the Richmond Memorial Library Director within 30 days of any change in the above information.

AGENCY DIRECTOR (Name):

\_\_\_\_\_

(Type or Print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FAILURE TO SIGN AND SUBMIT THIS FORM SHALL BE CAUSE FOR REJECTION**

**ATTACHMENT II**  
**Batavia City School District, Standard Insurance Requirements**



Notice is hereby given that the Library Board of Trustees of the Richmond Memorial Library, Batavia, New York solicits proposals for a vendor to take over operations of a coffee bar located near the main entrance of the library. Such sealed proposals must be filed with the Library Board of Trustees, 19 Ross St., Batavia, NY 14020 PRIOR TO 5:00 PM prevailing time June 9, 2017 at which time such sealed proposals will be opened and read.

Any party interested in viewing the space dedicated to the coffee bar should contact Robert Conrad at the Richmond Memorial Library (585-343-9550 x7) prior to the June 9 due date. All interested parties are strongly urged to view the space prior to submitting proposals.

Proposal forms and specifications are available for pick up at the Richmond Memorial Library, 19 Ross St., Batavia, NY 14020.

The Library Board of Trustees reserve the right to waive any informality in the proposal or to reject all proposals, or to accept any proposal, which in the opinion of the Library Board of Trustees, will be in the best interests of the Library.

By Order of the Library Board of Trustees  
May 8, 2017  
Robert Conrad, Clerk to the Board

ATTACHMENT II  
Batavia City School District, Standard Insurance Requirements

**Richmond Memorial Library  
Coffee Bar RFP- Insurance Requirements**

At a Minimum:

The Commercial Liability Insurance shall be on an occurrence bases issued by a licensed New York State Carrier with an "A" rating.

The Insurance required shall be written for not less than \$500,000 per occurrence for all coverage's including Fire Legal Liability.

The Richmond Memorial Library and Batavia City School District shall be named as additional insured on a primary non contributory basis.

1. Liability Insurance to Include:
  - Premises Operations
  - Products and Completed Operations
  - Personal Injury Liability
  - Hired & Non-owned Motor Vehicle Liability
  - Fire Legal Liability
  
2. A Worker's Compensation policy covering the obligations of the Contractor in accordance with the Worker's Compensation Law and the Disability Benefit Law of the State of New York.
  
3. An Automobile Liability policy covering all automobiles, trucks or other automotive equipment whether owned or rented by the Contractor for bodily injury, property damage or have Hired and Non-owned Motor Vehicle Liability under General Liability.
  
4. The Contractor shall agree to indemnify and hold harmless The Richmond Library and The City of Batavia School District.
  
5. The Contractor's business personal property shall be the sole responsibility of the Contractor, should a loss occur.