



**CITY OF MEMPHIS**

**REQUEST FOR QUALIFICATIONS**

**#51999**

**FOR**

**COSSITT LIBRARY CAFE**

**SUBMISSION DATE: October 21, 2020**

---

**Request for Qualifications  
For  
Cossitt Cafe**

**IN ACCORDANCE WITH ORDINANCE #5366 COMMONLY REFERRED TO AS THE SMALL BUSINESS ENTERPRISE PROGRAM (SBE) DESIGNED TO PROMOTE THE ECONOMIC WELFARE OF THE SMALL BUSINESSES LOCATED WITHIN THE CITY OF MEMPHIS THIS SOLICITATION HAS BEEN DESIGNATED AS A SHELTERED MARKET PROCUREMENT OPPORTUNITY, WHICH WILL ONLY BE OPEN FOR COMPETITION BY AND BETWEEN SBE COMPANIES. ONLY VENDORS CERTIFIED BY THE UNIFORM CERTIFICATION AGENCY AND APPROVED BY THE CITY OF MEMPHIS AS A SMALL BUSINESS ENTERPRISE MAY BID ON THIS PROJECT. COPIES OF THE ORDINANCE ARE POSTED ON THE CITY OF MEMPHIS WEBSITE ([WWW.MEMPHISTN.GOV](http://WWW.MEMPHISTN.GOV)).**

Memphis Public Libraries (hereafter referred to as “MPL”) is issuing this Request for Qualifications (RFQ) for the solicitation of the services described herein. Inquiries for information related to this RFQ document should be directed in writing to:

Submittal delivery address:

**USPS (or other common carrier)**

City of Memphis  
Purchasing Dept, Room 354  
125 N. Main St.  
Memphis, TN 38103

**Hand Delivery**

City of Memphis  
Main Lobby – Bid Drop Box  
125 N. Main St.  
Memphis, TN 38103

Completed submittals will be accepted at the delivery address shown above only and must be submitted by 12:00 noon (CT) on October 21, 2020. Late submittals will NOT be accepted and will therefore be disqualified. In order to be considered for selection, respondents must submit a complete response to the RFQ. Incomplete submittals will not be considered if the omissions are determined to be significant in MPL’s sole discretion.

MPL reserves the right to reject any and/or all submittals and to request additional information from any or all respondents. The contract will be awarded to the respondent who, based upon evaluation, is determined to be the most qualified to perform the duties for this project.

## 1. INTRODUCTION

MPL seeks an entity to conceptualize and operate a new café space at Cossitt Library, located at 33 S. Front Street, Memphis, TN 38103. The café is part of a larger renovation effort at Cossitt Library which will also include the addition of meeting spaces, a performance area, social seating, audio/video studio spaces, and art installations. Taking an experiential approach to learning, the Cossitt Library recognizes Memphis' diversity of talent and strives to support a variety of interests through creative arts and dance classes, technology and programming workshops, lecture and discussion series, community-led art installations, performances and more. The café operator will play an integral role in the plans of Cossitt to expand its mission to serve as an active and engaging community resource through potential community courses that invite the public to learn various cooking/baking methods and techniques.

The library is expected to reopen its doors in the fall of 2020.

The café space will be approximately 1133 square feet, and will be situated at the Front St. entrance of the library. It will center on a ventless, countertop-friendly, electric setup that supports the presentation of simple and prepared artisan foods and drinks. A select amount of equipment will be provided. Potential operators are strongly encouraged to submit the exact appliances, along with model numbers, needed to support their proposal.

MPL does not anticipate providing any additional financial support for operations.

The renovation efforts will include seating and tables to accommodate up to 34 people including:

- 4 Eames Round Universal Tables (Herman Miller)
- 12 Leeway Side Chairs - Wood (Herman Miller)
- 12 Crosshatch Stools (Herman Miller)
- 2 Nelson Swag Leg Dining Tables – Round (Herman Miller)
- 6 Profile Chair (DWR/Case)

The café will have a custom 3-section banquette featuring a fully upholstered front and grid tufting on the back and seat. The banquette will have a solid base with toe kick.

The Management Company will act as an independent contractor and will be expected to provide, without the MPL assistance, all staffing, equipment, marketing, routine maintenance, repairs, and services for the complete operation and maintenance of the cafe. Regarding network/IT needs, the management company will have two options:

- make their own internet arrangements

- go through the City's network, which involves a \$1,500 setup fee for the firewall (the data drop will already be in place) and then annual fees of about \$570 for data security.

## 2. SUBMITTAL COMPONENTS

Submittals shall be organized in a manner as requested in the RFQ. Submissions will not be considered responsive unless fully compliant with the requirements in this Section.

Cover Letter --The cover letter should contain:

Firm name, address, and telephone number

Point of contact: name, telephone number, and email address

Proof of all applicable licensures

Additionally, the cover letter should indicate the underlying philosophy of your firm in providing the service. The letter must be signed by a person who is authorized to commit the offeror's organization to perform the work included in the request for qualifications and shall identify all materials and enclosures being forwarded in response to the RFQ. The letter should summarize key elements of the bidder's submission. Include any supplemental information that is felt would be helpful in assisting the evaluation of the submission.

The respondent shall include the following with their submittal:

- Evidence and supporting documentation of its financial condition and capability to manage the facility in an appropriate fashion.
- Recent detailed financial statements, such as an IRS Form 990 if a nonprofit organization, for the five most recent years.
- A pro forma, or equivalent document, outlining expected management expenses and revenues.
- A detailed description of its plans for managing the café and marketing it for maximum usage and programming.
- Recent relevant experience to management of a café.
- A description of anticipated staffing structure, including leadership, ongoing maintenance, and program staffing. Include resume and/or management credentials of any individuals known at this time to be directing operations and/or programming.
- An inventory of equipment to be used/required in the café.
- Documentation outlining its legal structure.
- Proposed menu and costs for menu items.
- A list of potential community classes that could be offered for up to 8 people.

### 3. INSTRUCTIONS FOR SUBMITTING AN SOQ

1. Each respondent must submit one (1) complete original submittal (clearly marked as such), two (2) complete and exact copies of the original, and (1) one electronic copy (flash drive, CD, etc). The copies are necessary in the evaluation of the response by the Evaluation Committee.
2. Statement of Qualifications must be received in the Managing Office shown herein before the date and time shown in the Schedule of Events. Statements must be delivered to:

**USPS (or other common carrier)**

City of Memphis  
Purchasing Dept, Room 354  
125 N. Main St.  
Memphis, TN 38103

**Hand Delivery**

City of Memphis  
Main Lobby – Bid Drop Box  
125 N. Main St.  
Memphis, TN 38103

Deliver the SOQ in a sealed packaged marked on the outside with your company name and “SOQ for” and add the RFQ Name and RFQ Number.

### 4. EVALUATION CRITERIA

- a) Financial Stability (20%)
- b) Plans for a successful operation (50%)
- c) Relevant experience (30%)

### 5. SCHEDULE OF EVENTS

<b>Schedule Activities</b>	<b>Schedule</b>
RFQ Advertised	Sep 22&23, 2020
Questions Due (by end of business day)	Oct 2, 2020
Q & A Posted to City’s Website (by end of business day)	Oct 9, 2020
Statements of Qualifications Due (by 12:00 noon CT)	Oct 21, 2020
Successful proposer announced (tentative date)	Nov 2020
Project Management Begins (tentative date)	Nov – Dec 2020

MPL reserves the right to modify or update this schedule at any point in time. **In no event shall the deadline for submission of the Qualifications be changed except by written addendum by the City of Memphis Purchasing Department.**

## **6. REVISIONS TO THE RFQ**

An addendum will be prepared and distributed at such a time when a written clarification or revision to this RFQ is necessary. Addendums will be posted to the City's website. Any Addendum to this RFQ shall become part of this RFQ and part of any agreement resulting from this RFQ.

## **7. RESPONDENT'S RESPONSIBILITY**

The respondent assumes sole responsibility for the complete effort required by this RFQ. It acknowledges that it is responsible for the information in the RFQ and all subsequent amendments. No special consideration shall be given after response submittals are opened because of a respondent's failure to be knowledgeable of all the requirements of the RFQ. By submitting a response to this RFQ, each respondent represents that it has satisfied itself, from its own investigation, of all requirements of this RFQ. The respondent further represents that it has made its own calculations, based on the information provided and its own research and experience, of costs, and expenses, for which MPL bears no liability.

## **8. CONTENTS OF RFQ RESPONSE – PUBLIC RECORD**

The entire content of every submittal is subject to public records release after the Intent to Award is issued.

## **9. GENERAL QUESTIONS**

General Questions shall be submitted via email (as part of the email body or in a WORD attachment – no .pdf files) to Tim Boyles, Purchasing Agent for the City of Memphis at [tim.boyles@memphistn.gov](mailto:tim.boyles@memphistn.gov) by end of day October 2, 2020. Questions and Answers will be posted to the City's website by end of day October 9, 2020. Subject line for emailed questions should be: Questions – RFQ 51999.

## **10. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFQ**

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other in the RFQ, it shall immediately notify the City of Memphis Purchasing Agent Tim Boyles of such error in writing or by email and request modification or clarification of the

document. MPL will make modifications by issuing a written revision, which will be posted to the City's website.

## **11. ACCEPTANCE OF SUBMITTALS**

MPL reserves the right to request clarifications or corrections to submittals and shall accept all submittals that are submitted properly. Such requests for clarification of submittals shall be in writing and shall not alter the respondent's given information.

## **12. VALIDITY OF SUBMITTALS**

All submittals shall be valid for a period of one-hundred and twenty (120) days from the Closing Date provided on the cover sheet included herein.

### **13. INSURANCE REQUIREMENTS**

#### **2019 INSURANCE REQUIREMENTS FOR COSSIT LIBRARY CAFE**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.



Each certificate or policy shall require and state in writing the following clauses:

**Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:**

City of Memphis

Attn: Risk Management

170 N. Main St., 5<sup>th</sup> Floor

Memphis, TN 38103

City of Memphis

Attn: Purchasing Agent

125 North Main, Room 354

Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

**WORKERS COMPENSATION:**

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**NOTE:** General Liability coverage shall also include Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence if any alcoholic beverages are served.

**UMBRELLA LIABILITY:**

With Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Each Aggregate

**FIDELITY BOND / EMPLOYEE DISHONESTY:**

For losses arising out of or in connection with computer fraud, forgery, fraudulent or dishonest acts committed by the employees of Company, acting alone or in collusion with others, including the property and funds of others in their care, custody or control with Minimum Limits of:

\$1,000,000 Each Occurrence

**PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.