

# THE CITY OF MOORE

REQUEST FOR PROPOSAL:  
OLD TOWN DEPOT COFFEE & JUICE SHOP  
1900-16

**Submissions Due: July 5, 2019**

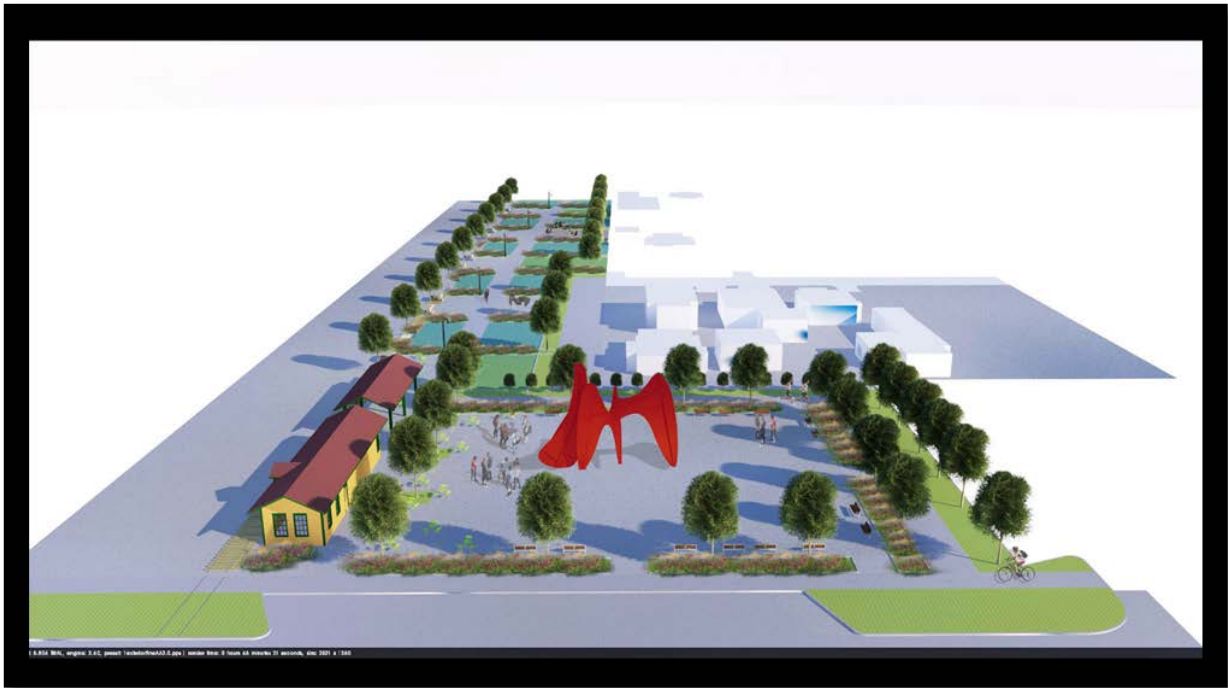


# THE CITY OF MOORE

## OLD TOWN DEPOT COFFEE & JUICE SHOP OPERATOR OPPORTUNITY

The City of Moore is pleased to offer the opportunity for a qualified Coffee & Juice Shop Operator to reside in a newly constructed replica train depot. The space for the Operator will be a total of 630 sq. ft., including a 130 sq. ft. kitchen. The purpose of the Old Town Train Depot is to bring a sense of community in to Old Town; to establish a sense of place and gathering for all residents to enjoy. This opportunity is for a 3-year lease where the rent will be approximately 10% below market rate: \$550/month. The first lease will last from March 2, 2020 through February 28, 2023, with a possible 3-year extension if both parties agree.

**DEADLINE FOR RECEIPT IS 4:00 PM July 5, 2019**



## **PROJECT BACKGROUND**

The City of Moore purchased the property for Old Town Park approximately 5 years ago. The development of Old Town Park was made possible by a dedicated sales tax approved by voters in November 2016. Old Town Park will be approximately 2 acres in size.

The Park will be located in the historic Old Town District of Moore, Oklahoma by the Main Street and Broadway intersection. Old Town Park will be a public park that will include a Train depot. The Depot will house a coffee & juice shop with 130 sq. ft. of kitchen space, 500 sq. ft. of seating space where art will be displayed, also an artist in residence space of approximately 240 Sq. Ft will be in another area of the depot. This location for the train depot lends itself to anchoring a town square type area. The park will also include a small outdoor plaza, public art, and a trail.

## **ELIGIBILITY**

The City of Moore is pleased to offer an opportunity for a qualified coffee, juice, and food related service operator to operate within the Depot. The proposing individual or company shall demonstrate the ability to operate a coffee & juice shop type of business, clearly articulate plans for the day-to-day operation and management, obtain and maintain appropriate certifications and licenses, and adhere to local, state, and federal laws and regulations. The selected operator shall demonstrate the ability to implement coffee, juice, and related food service program that will meet the objectives of the City of Moore as well as incorporate innovative ideas that are appropriate for the Depot's space. This RFP seeks to generate proposals to provide coffee, juice, and food related services for the Old Town Depot visitors.

## SCHEDULE OF EVENTS

The following schedule is proposed for this Project. Please note that the City reserves the right, as deemed necessary, at their sole discretion to adjust this schedule and provide written notice to the proposer.

<b>Request for Proposal Announcement</b>	<b>May 15, 2019</b>
<b>Questions due, email to <a href="mailto:cdbg@cityofmoore.com">cdbg@cityofmoore.com</a></b>	<b>June 7, 2019</b>
<b>Answers to be posted <a href="#">Online</a></b> <b><a href="https://www.cityofmoore.com/departments/finance/city-bids-1">https://www.cityofmoore.com/departments/finance/city-bids-1</a></b>	<b>June 14, 2019</b>
<b>Submissions due</b>	<b>July 5, 2019</b>
<b>First Selection Committee meeting</b>	<b>July 15, 2019</b>
<b>Finalist Interviews</b>	<b>July 22, 2019</b>
<b>Notification of Selection</b>	<b>July 26, 2019</b>
<b>City Council Approval</b>	<b>August 19, 2019</b>
<b>Old Town Depot Coffee &amp; Juice Shop Opens</b>	<b>March of 2020</b>

### THE CITY OF MOORE WILL PROVIDE:

- Below market rate rent: \$550/month
- 130 sq. ft. kitchen space, 500 sq. ft. seating area
- Tables, chairs, and outdoor seating/furniture
- Access to City of Moore City WIFI
- Background check and official badge for 5am-8pm access to the Depot
- Promotion through City video about the Coffee & Juice Shop
- Maintenance of outside grounds
- Trash Dumpster
- Utilities
- Utility Sink

## **OBJECTIVES:**

- Optimize patron participation in the Depot by providing friendly service and quality beverages at a reasonable price, thus resulting in the highest quality service while enhancing possible revenues to the operator/vendor;
- Display awareness of the demographics and special needs of the patrons in providing concession services; and
- Operate the coffee & juice shop by using best management practice for health, cleanliness, maintenance, safety and sanitation.

## **SCOPE OF SERVICES**

The successful proposer will be required to pay a monthly rent, which will be approximately 10% below market rate: \$550/month. The rental fee is due by the first day the following month.

## **THE OPERATOR WILL PROVIDE THE FOLLOWING:**

- All janitorial services to the entire coffee & juice shop or leased premises, to include, but not be limited to, the cleaning of dishes, utensils, all other materials, floors, supplies, trash removal, the handling of equipment used in connection with service of food, and the routine cleaning of the premises, and encompassing the kitchen, floors, tables, chairs and spills in the dining areas during shop operation hours.
- Provide and maintain all equipment needed to run the operation. Examples include: Payment processing solution, microwave, refrigerator, coffee maker, etc.
- Responsible for conducting normal business hours from a minimum of 7am-4pm Monday through Friday and 7am-4pm Saturday and Sunday. Hours of operation can be negotiated and will be approved by the selection committee and City of Moore.
- Provide all required and associated shop and beverage service related clean up from events in which they provide service.
- The Depot is a non-smoking facility, including exterior grounds. Smoking is not permitted anywhere on the property. Alcohol is prohibited.
- All labor/staffing required for the operation of the shop.
- All operator/vendor staff serving The City of Moore are required to undergo a security background check. The operator/vendor will submit a list of all personnel, as well as copies of their background checks, and present it to The City of Moore for review. Background checks are the sole responsibility of the operator/vendor. The City of Moore reserves the right to have any employee of the operator/vendor removed from The City of Moore premises permanently or temporarily for any or no reasonable cause.
- Propose a dress code for employees in business plan and implement in daily routine.

- Train and supervise the operator`s staff to utilize all facilities and operate all equipment and property in a safe and proper manner. No City owned equipment shall be loaned, rented, or taken out of the premises.

## **HOURS OF OPERATION:**

It is the selection committee and City`s hope that the Operator will choose to be open from 7am-4pm Monday through Friday and 7am-4pm Saturday and Sunday. The hours of operation are negotiable, but must be agreed upon by both the Operator and the City of Moore and will be stated in the contract. The hours may not be changed without prior approval of The City of Moore Parks & Recreation Department.

## **OPERATIONS:**

The Operator will provide:

- Menu Boards and menus;
- Any necessary licenses or permits for the operation of the coffee & juice shop
- All necessary professional equipment, including installation;
- Signage for the Depot`s coffee & juice shop\*
- All Supplies, including food and drink
- Staffing

**\*Note: The signage must complement the aesthetics of The Depot: Any exterior signage, if allowed, must comply with City of Moore`s signage regulations and approval processes. All signage must be approved by the City of Moore.**

## **OPERATING STANDARDS:**

### **Maintenance:**

The Operator is responsible for keeping the premises neat, clean, and in good repair. The operator will clean up spills or messes in the shop area. The operator will regularly empty trash receptacles inside the shop and will ensure that receptacles do not become overfilled. The Operator will not allow boxes, cartons, barrels, or other items to remain in view of public areas.

### **Staff:**

The Operator shall provide its own staff to operate the shop during hours agreed to and shall provide the necessary training and supervision for its employees.

### **Deliveries:**

Acceptance of all deliveries is the responsibility of the Operator. They must be carried or hand-trucked into the shop and accepted by business staff. The City of Moore will neither transport nor accept any business deliveries.

### **Menu and Pricing:**

The Operator shall provide reasonably priced, high quality, freshly made coffee, other non-alcoholic beverages, and possible food selections. The City of Moore reserves the right to review the menu and prices, at all times.

## **Business Terms:**

### **Rent:**

The Operator shall pay approximately 10% below market rate, which the City has calculated to be **\$550** in fixed monthly rent, and will be stated in the contract between the City and the Operator. Rent shall be payable on the first day of each month. Rent will be used to help offset costs of utilities and building maintenance services.

Rent begins on the first month in which the Operator opens to the public. In the case that the first month is not a full month, rent will be pro-rated. Operator must make the rent payment within ten days of the last day of the preceding month.

### Late Payment:

If the Operator is delinquent for ten days or longer in paying The City of Moore the monthly rent amount stated in the agreement, the Operator shall also pay the City a penalty of \$20.00.

### Permits/ Compliances/ Taxes:

The Operator shall obtain and pay for all permits and licenses that may be required for the operation of its services. The Operator 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 Operator shall be responsible for and pay for all taxes relating to its operation, including sales tax, property, and any other taxes assessed.

### Health Standards, Regulations, and Permits:

The Operator shall apply for, receive, and submit copies of any health permits required to the City of Moore. The highest standards of cleanliness shall be maintained for the safety of the public and employees. All equipment shall be sanitized in accordance with health rules and regulations. Trash shall be removed daily or more often.

### Initial Term, Renewal Option:

The initial term of the lease shall be for three (3) years, and shall terminate, subject to early termination as specified below, at midnight exactly three (3) years of the Contract date. The Operator shall have the option to request renewal of the lease via written notification to the City of Moore Parks & Recreation Department no closer than three months prior to the end of the three (3) year contract. Renewal will be at the discretion of the City of Moore and will be heavily dependent on the Operator's past record in meeting the terms of the contract and its match as a business partner to the City of Moore.

### Termination:

Either party may terminate the lease agreement with a ninety (90) day written notice to the other party.



## Insurance:

During the term of the lease, the Operator shall maintain general liability insurance with minimum liability limits of \$1,000,000. A certificate of insurance shall be furnished to the City of Moore. The certificate must provide the following:

- 1. Thirty (30) days prior notice be given to the City of Moore in event of cancellation or reduction of insurance.**
- 2. Identify the City of Moore as an additional insured.**

The Operator of the coffee & juice shop shall be solely responsible for any health-related claims brought by consumers of the Operator's products.

## Worker's Compensation Insurance:

The Operator shall maintain Worker's Compensation Insurance for all of the Operator's employees in strict compliance with the Workers' Compensation Act of the State of Oklahoma.

## Indemnification:

The Operator shall indemnify and hold the City of Moore harmless from and against any loss, liability, damage, cost or expense (including, without limitation, legal or other costs and expenses in connection with any action, suit or proceeding brought by or against the City of Moore or relating to the enforcement of this indemnification) paid, incurred, or suffered by the City of Moore as a result of any act, omission, or neglect of the Operator, or of its agent or employees, in connection with the conduct of any activity, work, or endeavor undertaken in connection with the lease.

## **PROPOSAL CONTENT AND EVALUATION CRITERIA:**

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

- Demonstrated experience in similar endeavors
- Meeting specifications
- Financial stability of the applicant, both personal and business if applicable: provide 3 years of financial statements & 2 years of your most recent tax returns.
- Viability of the applicant as a long-term business partner
- Operational philosophy that best coordinates with The City of Moore
- Business Plan- budget and evidence of secured financing

The evaluation process is a tiered process:

1. The written proposals will be screened by City Staff to ensure completeness of the proposal. Then the Selection Committee will review and evaluate complete proposals.
2. The top two to five proposals, according to the above-delineated criteria will be interviewed and evaluated further by the Selection Committee. This may include a taste testing, phone calls to obtain references, or visits to the Operator's website (if applicable).

Criteria for Response/Questions:

### **Administration**

1. Describe, in two pages or less, your experience and background in operating a coffee/juice bar or similar concession-type retail establishment.
2. 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.
3. List the name of the person who will be responsible for managing the shop should you be awarded the bid.
4. Do your financial assets allow you to undertake this projects? Please Provide:
  - A detailed financial plan and budget for the first year of operation of the coffee & juice shop.
  - Overview of financial projections for three years of operation.
  - Names, addresses, and telephone numbers of at least three (3) credit references, including at least one bank reference.

## Program

5. Provide a description of:
  - The equipment and furnishings you propose
  - Sample menu items you propose with sample prices; include the names of providers of pre-prepared food products, or indicate if they will be made/produced by Operator
  - Hours of Operation
  - Projected or proposed staffing
6. What ideas (for branding, promotion, advertising, publicity, special events) do you have for the Depot`s shop that would distinguish it from other operations? Please indicate the name that you are proposing for the shop.
7. What is your management philosophy and how does it ensure that the Depot`s shop will be staffed with qualified, customer-oriented employees? Please include descriptions or copies of any customer service training programs, recruiting techniques, or employee guidelines.

## **SELECTION COMMITTEE:**

The Depot Coffee & Juice Shop Operator Selection Committee consists of the following:

- 2 City Council Representatives
- 2 Parks Board Members
- 2 City Staff
- Moore Citizens
- A Design Architect

The Committee will evaluate all RFP responses and choose two to five finalists. Finalists will be invited to an in-depth Interview for final selection and announcement.

## QUESTIONS, CLARIFICATION, AND SUBMISSION

Any proposer requiring clarification of the information, must submit specific questions or comments, by the deadline of **June 7, 2019** in writing to: [cdbg@cityofmoore.com](mailto:cdbg@cityofmoore.com).

Answers will be posted online by **June 14, 2019**:

<https://www.cityofmoore.com/departments/finance/city-bids-1>

Please mail content to the following:

City of Moore Purchasing Department  
ATTN: Barbara Furgiani  
301 N. Broadway Ave. Suite 142  
Moore, OK 73160

Proposals should be in a sealed package, marked on the outside with the proponent's name, title of the project, and RFP number **1900-16**.

The City of Moore is an equal opportunity employer.

Barbara Furgiani, Purchasing Agent, 405-793-5022

**DEADLINE FOR RECEIPT IS 4:00 PM July 5, 2019**

### CONTRACT:

The selected Operator must be willing to negotiate a contract satisfactory to the City of Moore. In the event the City of Moore is unable or unwilling to successfully negotiate with the Operator submitting the best entry, the City of Moore reserves the option of rejecting the Operator and negotiating with the Operator submitting the next best entry.

### COSTS OF PREPERATION 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.

**CANCELLATION:**

The City of Moore reserves the right to cancel award of this contract at any time before the execution of the contract by both parties. In no event shall the City of Moore have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of proposals.

**REJECTION OF PROPOSALS:**

The City of Moore reserves the right to reject any or all responses to this Request for Proposal.

**ASSIGNMENT:**

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted or transferred by the contractor without the express written by The City of Moore.

**NON DISCRIMINATION IN EMPLOYMENT:**

The successful proposer`s attention is directed to the provisions of federal and state Civil Rights legislation, prohibiting discrimination in employment.

**COLLUSION:**

A proposer submitting a proposal hereby certified that no officer, agent, or employee of The City of Moore 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 proposer; the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**DISPUTES:**

If case of any doubt or differences of opinions as to the items or service to be furnished, or the interpretation of the provisions of the RFP, the decision of the City of Moore shall be final and binding upon all parties.

**CLARIFICATION OF REPONSES:**

The City of Moore reserves the right to obtain clarification of any point in a firm`s proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of that firm`s response.

**AMERICAN WITH DISABILITIES ACT:**

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

**PUBLICITY:**

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

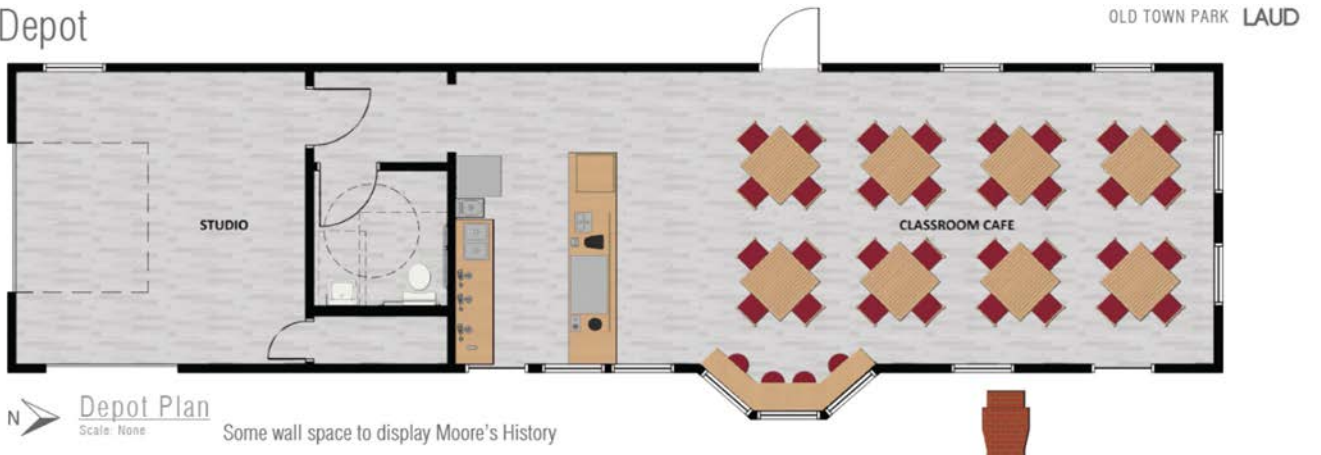
**CITY OF MOORE ZONING AND CODE REGULATIONS:**

The proposer will, at its own expense, comply with any zoning regulations, Building Codes, and Signage Regulations established by the City of Moore. The Operator is entirely responsible for obtaining any necessary information and for compliance.

Appendix "A"

Figure 1: The Depot Layout

The Depot



East Elevation

## Appendix "C"

Figure 3: Depot Coffee & Juice Shop

Depot Interior

OLD TOWN PARK LAUD

