

**REQUEST FOR PROPOSALS
TO OPERATE A FOOD CONCESSION
CITY OF SAINT LOUIS
1114 MARKET STREET
ST. LOUIS, MO 63101**

Introduction

The City of St. Louis requests all qualified persons and firms to submit five(5) copies of their proposal to enter into a lease/concession agreement to operate a cafeteria located on the 7th floor, 1114 Market Street, St. Louis, MO, 63101. The term of the contract would be for two years (2) with three (3) renewable one (1) year options.

There will be a mandatory pre-bid meeting in the lobby of 1114 Market at 2:00 p.m. on Friday July 25, 2014.

Operating Agreement

The City of St. Louis intends to enter into a lease/concession agreement whereby the successful proposer will operate the cafeteria and pay the City a monthly lease fee. As noted under operating costs, all utility costs with the exception of telephone should be anticipated in the fixed monthly lease fee.

The 1114 Market Building is the work place for approximately 500 workers with 500-600 visitors daily including jurors.

Operating Hours

- Five days per week (except holidays)
- Operating hours are envisioned to be 7:30 a.m. – 3:00 p.m., subject to agreement with the operator

Operating Costs

The operator will be responsible for all operating costs for the cafeteria. Operating costs are envisioned to include but not limited to, telephone, cleaning interior of leased area, and routine repairs and maintenance to operator's equipment etc. All utility costs with the exception of telephone should be anticipated in the fixed monthly lease fee.

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Furniture, Fixtures and Equipment (FF&E)

The operator will be expected to provide:

- Beverage dispensing equipment
- All necessary kitchen equipment for food preparation
- All serving pieces, cutting and cooking utensils
- Merchandise inventory for sale.

All building signage including promotional signage outside the operator's space must be consistent with the overall building signage. The operator shall not display upon the premises advertising material, displays or other literature not directly pertaining to the operations.

All FF&E will remain the property of the operator throughout and after the lease term. Maintenance and replacement will be the responsibility of the operator. The City will retain the right to approve FF&E selection. Approval will not be unreasonably withheld.

Other Requirements of the Operators

- Maintain all required permits and licenses, including a business license
- Maintain an "A" rating from the Health Department and comply with all other City Ordinances. If the rating falls below an "A" rating, the contractor has 10 days to remedy all citations, unless so directed by the Health Department.
- Maintain general liability insurance in the amount of \$500,000 property damage, \$100,000 per personal and \$300,000 per incident, naming the City of St. Louis as an additional insured.
- The operator shall offer prompt and efficient services that are adequate to meet the reasonable demand of the general public and City personnel on a fair, equal and nondiscriminatory basis.
- The operator shall be responsible for all aspects of the management and operation of the premises. The operator shall put into service and manage efficiently the premises with clean, pleasant personnel and atmosphere.
- The proposer/operator assumes the premises "as is." The City of St. Louis makes no warranties as to the condition of the building or any existing equipment or fixture.
- The City of St. Louis is not responsible for any goods, merchandise or equipment used, maintained or stored on the premises, nor for damage to such goods or merchandise resulting from any cause.

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- Daily and/or routine delivery of merchandise may be limited to specific hours.
- The City of St. Louis maintains exclusive vending contracts. Vending machines cannot be placed within the operator's assigned area.

Repairs and Maintenance

The operator shall perform custodial and cleaning services daily within the leased space, and as necessary during hours of operation, to maintain a continuous sanitary environment including but not limited to: mopping and sweeping of floors, vacuuming carpets, cleaning surfaces of counters, tables, equipment, signs and chairs.

The operator shall not allow or permit any mechanic liens to be filed upon nor secure against the premises.

Qualifications and Proposal

The proposal should contain:

- Information regarding the proposed operator's prior experience in operating a restaurant/cafeteria or other food service operation
- Proposed concept, menu selection, pricing, hours of operation, etc. (At a minimum, the menu should include salads, soup and sandwiches made daily)
- Proposed fixed rate of rent
- List of references
- An estimated date operator would open the facility should a transition be necessary and an interim plan to serve the building during any transition.

Selection Criteria

The criteria for selection of the successful proposer include, but are not limited to:

- Experience and qualifications of the proposer
- Financial strength
- Proposed cafeteria pricing concept/menu
- Proposed time frame for beginning operation
- References

Non-Discrimination Policy

The City of St. Louis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin or sexual orientation. Any person entering into any agreement with the City and their agents shall not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin, or sexual orientation, nor shall exclude from participation in, deny benefits of, or subject any person to

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Discrimination under any program, or activity made possible or resulting from any agreement with the City based on the foregoing.

Minority/Women's Business Enterprise Obligation: the successful bidder agrees to take all reasonable steps necessary to ensure that Minority and Women's Business Enterprises (M/WBEs) as certified with the City of St. Louis as defined in Mayor's Executive Order #28, have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part under this contract agreement. The bidder shall not discriminate on the basis of race, religion, color, national origin, sex, and sexual orientation of physical handicap in award and performance of contracts.

Rights

The City of St. Louis reserves the right to reject any or all responses in whole or part with or without cause; to negotiate for modification of any responses; to advertise for new responses; to waive minor irregularities and formalities; or to proceed to have services performed otherwise. The City of St. Louis reserves the right to establish a "cure" period, in the event that all qualified respondents have not submitted the required information, for the purpose of obtaining complete responses. The submission of any response **shall not** in any way commit the City to enter into a contract with that respondent or any other respondent.

Not a Contract

This RFP is not to be construed as a contract or a commitment of any kind; nor does it commit the City of St. Louis to pay for any costs incurred by the respondent in the submission or any costs incurred prior to the execution of a formal contract with the City.

Licenses

The successful applicant must obtain and maintain a valid business license with the City of St. Louis, which is valid at the time contract execution. All necessary Health Department permits must be secured by the time of the contract execution.

Due Date Responses

Written **sealed** responses will be received until the hour of 12:00 p.m. local time, on Tuesday August 5, 2014. All responses shall be addressed and delivered to:

Office of the Comptroller
Attention: Ms. Joanna Stoverink
1520 Market Street, Suite 3005
St. Louis, MO 63103

Five (5) copies of the response (an original and four copies) must be submitted. Responses received after the due date and time or not the designated office, will not be considered.