

## SPECIFICATIONS ON REQUEST FOR VENDOR FOR: **COFFEE BAR**

**All proposals must be received by 4:30 P.M. on Friday, November 18, 2022 at the Auditor's Office, 225 4<sup>th</sup> Street N, Fargo, North Dakota 58102.**

### **1.0 GOALS/OBJECTIVES**

1.1 It is the goal of Fargo Public Library to provide coffee bar service for the Main Library, 101 4<sup>th</sup> St N. Today's libraries are more than information warehouses and must compete with the book superstores. Patrons believe that libraries should provide an inviting atmosphere for leisure reading and research. Being able to enjoy a cup of coffee is such a service.

1.2 The term of the Use Management Agreement is a ten (10) year term commencing with the signing of a lease by the selected vendor with renewal options. It is the expectation of Fargo Public Library that the successful proposer will provide the following as a minimum:

- Coffee or other as approved espresso, cappuccino, and other based drinks from coffee beans freshly ground on site.
- Employees must be adequately trained baristas.
- Bottled water, nationally know juices found in similar operations.

1.3 The successful proposer will have a secure 154 sq. ft. area (approximately 11' 3" by 14' 5") with plumbing connections. The space has the following lighting, data and electrical installed:

Lighting: Individual low voltage on/off switching for the space. Occupancy sensor control in storage room to the south (room 106). Wall button station in room 105.

Power: (3) 120 volt, 20 amp circuits at (4) receptacles in room 105. In the storage room 106 to the south, there are (2) 120 volt receptacles on a general convenience outlet circuit that also serves a couple receptacles in the adjacent Program Room 107.

Data: Data/phone wall plates on either side (east and west) of the space. Two data/telephone ports at each wall plate.

The proposer will be responsible for the cost of any additional lighting, power or data capacity. Fargo Public Library will have approval on all equipment. Proposer will also be responsible for any additional costs incurred with additional build-out of the space.

### **2.0 INTENT**

2.1 Fargo Public Library, Fargo North Dakota is soliciting proposals from qualified parties to operate a coffee bar. The Fargo Public Library believes that the public interest can best be served by contract operation of this service.

2.2 In the context of this Request for Proposal (RFP), Proposer refers to the entity seeking to provide the services requested in this RFP. Entity means functioning as a legal business entity recognized in the State of North Dakota. Concessionaire refers to the entity awarded the right to negotiate a Use Management Agreement.

### **3.0 SCOPE AND USE**

3.1 Operate a coffee bar at the Main Library under conditions identified herein for use by patrons of the library.

3.2 Location: The Main Library is located at 101 North 4th St., Fargo, North Dakota 58102.

3.2.1 Hours of operation (current)

Monday 9:00 A.M. – 8:00 P.M.

Tuesday 9:00 A.M. – 8:00 P.M.

Wednesday 9:00 A.M. – 8:00 P.M.

Thursday 9:00 A.M. – 8:00 P.M.

Friday 11:00 A.M. – 6:00 P.M.

Saturday 9:00 A.M. – 6:00 P.M.

Sunday 1:00 P.M. – 6:00 P.M.\*

\*Closed on Sundays from the Sunday before Memorial Day to Labor Day

### **4.0 FARGO PUBLIC LIBRARY DEMOGRAPHICS**

4.1 The new Main Library will serve the City of Fargo with a population of approximately 125,000 people. On an average work day Fargo has approximately 20,000 people who work in the downtown area adjacent to the new main library. We have averaged over 259,000 patron visits per year. In addition to the library patrons the building will house 3 meeting rooms with the largest having a capacity of 130.

### **5.0 REVENUE**

During the term of the Use Management Agreement, the successful proposer shall pay monthly to Fargo Public Library a minimum annual amount or percentage of gross receipts, whichever is greater. The minimum rental amount shall be made in twelve (12) monthly payments, due on the 15th day of the month following. The balance of monies due, if any, shall become payable and due within sixty (60) days after the contract year. The contract year shall commence on a date to be determined after the City Commission approves the final Use Agreement.

### **6.0 SUPPORTING REFERENCES/DOCUMENTATION:**

Each Proposal must attach the following references/documentation:

6.1 PRINCIPALS: Credentials of management staff, the duration and extent of the business experience of the principals, with special emphasis upon experience with beverage sales, and retail sales of the type to which this proposal relates.

6.2 MANAGEMENT, OPERATIONS, AND MAINTENANCE: Enumerate in detail, the pertinent experiences of the individual(s) who will be directly involved with the management, operations, maintenance, and potential build-out of this proposal.

6.3 MANAGEMENT PLAN: Describe, in detail, your management operations plan and methodology used to ensure its success. Include proposed hours of operation and days the business will be open. Be sure to include the proposed major services/branded providers you intend to offer to the using public and city employees.

6.4 Purposely left blank

6.5 AREA MAINTENANCE PROGRAM: Describe, in general, your area maintenance program. This should include coffee service equipment, dishwasher equipment, floor care, janitorial, garbage service, etc.

6.6 PROPOSED PERCENTAGE OF GROSS RECEIPTS/GUARANTEED MINIMUM: Provide proposed actual percentage of gross receipts to Fargo Public Library, and the minimum guaranteed. Proposer may submit a graduated schedule percentage extending for the term of the agreement.

6.7 CASH FLOW ANALYSIS PRO-FORMA: Provide a complete performance sheet that applies to the proposed coffee bar for the first five years of operation. Include revenue, operating expenses, fixed expenses, and total expenses, or any other pertinent data.

6.8 LITIGATION/CLAIMS/JUDGMENTS: Provide detailed information of any type of litigation, judgments, claims, or governmental investigations (previous or pending), involving any principal, individual financial backer or investment group, or legal business activity associated with this proposal.

6.9 REFERENCES: List five (5) governmental agencies or private firms, with whom you have conducted business transactions during the past five (5) years. At least two (2) of the references named are to have knowledge of your debt payment history.

6.10 REFERENCES (BUSINESS VENTURES OF LIKE SERVICES): List five (5) business venture references of like services (i.e., coffee bar development, retail court development, etc.) for which your firm has successfully developed, made operational, managed and/or currently has active service.

## **7.0 ADMINISTRATIVE INFORMATION:**

### **7.1 SCHEDULE OF EVENTS:**

Deadline for submission of proposals, 4:30 P.M., Friday, November 18, 2022

All proposals must be received by 4:30 P.M. on above date at the Auditor's Office, 225 4<sup>th</sup> Street N, Fargo, North Dakota 58102.

The following is a schedule of events in the evaluation and award of this RFP:

Proposed review of proposals: Week of 11.21.2022  
Proposed vendor presentations if necessary: Week of 11.28.2022  
Proposed selection and negotiation: Week of 12.5.2022  
Proposed award of proposal: Week of 12.5.2022

The City will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the City.

**7.2 INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

FARGO PUBLIC LIBRARY  
101 N. 4th STREET  
FARGO, NORTH DAKOTA 58102

Administrative and Technical telephone inquiries shall be addressed to:

TIM DIRKS, DIRECTOR, FARGO PUBLIC LIBRARY (701) 241-1493

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the City of Fargo.

**7.3 Purposely left blank**

**7.4 RFP CHANGES:**

The City of Fargo may institute changes or modifications to this RFP and will notify all participants by an addendum.

**7.5 NON-COLLUSION:**

The Proposer expressly warrants and certifies that neither the Proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this RFP.

**7.6 COVENANT AGAINST CONTINGENT FEES:**

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach of violation of this warranty, the City of Fargo shall have the right to terminate the resulting Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**7.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that the City may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City from any other party to the contract arising as the result of the contract.

**7.8 FINANCIAL STATUS:**

All proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a proposer non-responsive and/or non-responsible. If a proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law, the proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal. The City reserves the right to take any action available to it if it discovers a failure to provide such information to the City in a proposal, including, but not limited to, determination that the proposer should be declared non-responsible and/or nonresponsive, and suspension or debarment of the proposer. By submitting a proposal in response to this solicitation, the proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law, the proposer will immediately provide the City with a written notice to that effect, and will provide the City with any relevant information it requests to determine whether the vendor will meet its obligations to the City of Fargo.

**7.9 AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

**7.10 CONTRACT COMPLIANCE MONITORING:**

The Fargo Public Library (using department) and City Administration shall monitor the successful Proposer's compliance with, and performance under, the terms and conditions of the Contract. The successful Proposer shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**7.11 CONFORMATION WITH THE LAW:**

All service provided by the successful Proposer shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the State of North Dakota, County of Cass, and the City of Fargo.

**7.12 NON-DISCRIMINATION:**

The successful Proposer in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**7.13 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

The successful Proposer understands and acknowledges the applicability of the IRCA. The successful Proposer agrees to comply with the IRCA in performing under this Agreement and to permit City inspection of personnel records to verify such compliance.

**7.14 BID PROTESTS AND DISPUTE RESOLUTION:**

Protests and contract disputes shall be handled in accordance with the ordinances of the City of Fargo.

**7.15 INCURRING COSTS:**

The City of Fargo is not responsible for any costs incurred in preparing responses to this RFP, including the acquisition of supplies and/or personnel.

**7.16 REJECTION OF PROPOSALS:**

The City of Fargo reserves the right to reject any, and all, proposals received in response to this RFP as determined to be in the best interests of the City.

**7.17 VENDOR WITHDRAWAL:**

If, at any time prior to the opening of this proposal a proposer decides to withdraw its proposal, that proposer shall give written notice to the Library Director, 4630 15<sup>th</sup> Ave. North, Fargo, North Dakota 58102.

**7.18 RETENTION OF RECORDS:**

The successful Proposer agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**8.0 TERMS AND CONDITIONS:**

**8.1 CONTRACT LENGTH:**

This Request for Proposals is for awarding a purchasing contract to cover a ten (10) year period.

**8.2 OPTION TO EXTEND:**

The City may, at their option and with the approval of the successful Proposer, extend this agreement up to a maximum of two (2), five (5) year periods. The successful Proposer shall be notified in writing by Fargo Public Library of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or the expiration of the first renewal period.

**8.3 INCORPORATION OF PROPOSAL INTO THE CONTRACT:**

The contents of this proposal and the selected firm's response is to be incorporated, in total, into the contract.

**8.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

The City of Fargo may terminate the resultant agreement for convenience by providing one hundred twenty (120) calendar days advance notice to the vendor.

**8.5 DEFAULT:**

The City may suspend, terminate, or modify this contract immediately upon written notice to the successful Proposer in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the successful Proposer to perform any of its contractual obligations. The City of Fargo reserves the right to have service provided by other than the successful Proposer if the successful Proposer is unable or fails to provide requested service within the specified time frame.

**8.6 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the successful Proposer's work or services. The successful Proposer's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the successful Proposer, anyone successful Proposer directly or indirectly employed or anyone for whose acts successful Proposer may be liable, regardless of whether it is caused in part by or party indemnified hereunder, including the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

**8.7 INSURANCE REQUIREMENTS:**

**General Clauses.** The successful Proposer, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of North Dakota. In case any work is subcontracted, the successful Proposer will require the Subcontractor to provide all coverages listed below to at least the same extent as required of the Contractor.

**Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, Officers, directors, officials and employees as Additional Insured's.

**Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed

and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

**Primary Coverage.** The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the City shall not contribute to it.

**Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the City.

**Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the successful Proposer's work or service.

**Deductible/Retention.** The policies may provide coverage that contain deductibles or self-insured retentions. However, such deductible and/or self-insured retention shall not affect the successful Proposer's obligations under this contract, and the Proposer shall be solely responsible for payment of the deductible and/or self-insured retention.

**Copies of Policies.** The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise the successful Proposer of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of successful Proposer's obligations under this Contract.

**Commercial General Liability.** The successful Proposer shall procure and maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 products/completed operations aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as ISO occurrence form CG 0001 1207 or equivalent. If the successful Proposer has operations at more than one location, then the policy shall be endorsed so the aggregate limits apply separately to the premises under this contract. The policy shall also be specifically endorsed to include the City as an additional insured as respects the Proposer's operations at the described premises. The policy shall also include "Stop Gap Employer's Liability Coverage" (ISO form CG 0440 1103 or equivalent), with limits of at least \$500,000 each accident. The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

**Automobile Liability.** The successful Proposer shall procure and maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence applicable to "any auto" (including any owned, hired, and non-owned vehicles assigned to or used in performance of the successful Proposer's work or



services. Coverage will be at least as broad as ISO Commercial Auto form CA 0001 0306 or equivalent. Policy shall include loading and off-loading hazards.

**Workers' Compensation.** The successful Proposer shall procure and maintain Workers' Compensation insurance on all employees working on the premises, as required by the State of North Dakota Workforce Safety & Insurance Division.

**8.8 CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, the successful Proposer shall furnish the City with Certificates of Insurance, or formal endorsements as required by the contract, issued by successful Proposer's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

**8.9 CANCELLATION AND EXPIRATION NOTICE:**

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (30) days prior written notice to the City. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the City fifteen (30) days prior to the expiration date. All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$10.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

**8.10 CHANGES:**

The City may require changes in the scope of the services to be performed by the successful Proposer hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to or from the successful Proposer for the change in scope.

**8.11 SEVERABILITY:**

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**8.12 CONTRACTOR RESPONSIBILITY:**

The successful Proposer will be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors, this shall include any period of renovation undertaken by the successful proposal. The successful Proposer agrees that all subcontractors performing work under this agreement shall comply with its provisions and it is expressly understood that all persons employed by the successful Proposer, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the City of Fargo.

**8.13 ASSIGNMENT OR SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by successful Proposer without the written consent of the City first having been obtained. Any attempt by the successful Proposer to assign or subcontract any performance of this Agreement without the written consent of the City shall be null and void and shall constitute a breach of this Agreement.

#### **8.14 CONTRACTOR LICENSE REQUIREMENT:**

The successful Proposer shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. Proposer shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same. Proposer furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the State of North Dakota. A Proposer is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Proposers are advised to contact the Auditor's Office of the City of Fargo to ascertain licensing requirements for a particular contract. Proposers shall identify which license(s), if any, the contractor requires for performance of the Contract.

8.15 Purposely left blank

#### **8.16 CONTRACTOR LIABILITY:**

The successful Proposer shall be liable for any loss or damage arising out of or related to its successful Proposer's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless City actions caused the loss or damage (i.e., if regulation, but damage occurs, the successful Proposer is responsible for such damages.) The successful Proposer shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the City to enforce this provision.

### **9.0 INSTRUCTIONS FOR PROPOSAL:**

#### **9.1 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:**

Proposers are to provide one (1) original and ten (10) copies of their proposal. **Proposers are to address proposals, title and return address to Fargo Public Library Director 101 North 4th St, Fargo, ND 58102.** Proposals must be signed by a corporate official who has been authorized to make such commitments.

#### **9.2 EXCEPTIONS TO THE SOLICITATION:**

The Proposer will identify and list all exceptions taken to all sections of this RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractor's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading "Exception to the Proposal Solicitation, Fargo Public Library Coffee Bar RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, Fargo Public Library Coffee Bar RFP", shall be considered invalid and void and of no contractual significance. The City

reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

### **9.3 GENERAL:**

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the contract being sought. The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

### **9.4 FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. **The proposals are to be submitted in binders and have sections tabbed as below:**

9.4.1 Letter of Transmittal

9.4.2 Table of Contents

9.4.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

9.4.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all-inclusive detailing your best offer.

9.4.5 Personal Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program, and other pertinent information.

9.4.6 Space Plan - General allocation of space (in side and outside) for nationally, regionally or locally branded foodservice operations must be described.

9.4.7 Pro-Forma Financial Statements

9.4.8 Revenue Plan - the proposal shall detail the amount the successful proposer will pay Fargo Public Library monthly as a percentage of gross receipts on minimum monthly amount, whichever is greater. See 5.0 and 6.6.

9.4.9 Proposal exceptions

9.4.10 Required submittals, see 9.1-9.4

9.4.11 References

9.4.12 Agreement Sheet

### **10.0 EVALUATION FACTORS:**

#### **10.1 GENERAL:**

The following guidelines will be used in analyzing and evaluating this proposal. Although proposed City Revenue will be a factor in proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the proposal. The City reserves the right to accept other than the highest revenue generating proposal. Proposals will be evaluated by a committee composed of various City of Fargo departments and others. Requests for presentations or clarification of portions of the proposals are considered. A summary evaluation will be prepared by this committee with an objective ranking of the proposals.

## **10.2 AWARD OF CONTRACT:**

Contracts awarded pursuant to the provisions of this section will not be solely on revenue, but will include and not be limited to evaluation criteria listed in the proposal. Whenever selection is other than highest revenue, complete and thorough justification will be provided for the selection, and the reasons documented by Library Administration. The contract will be awarded by the City Commission to a qualified firm considering, scope, complexity and the nature of goods and/or services proposed.

## **10.3 COMPETITIVE NEGOTIATION:**

Proposals should follow format per paragraph 9.4. At the City's option, proposing firms may be invited to make presentations to Library Administration. Negotiations will be conducted, as needed, with the most responsive proposer.

## **10.4 BASIC EVALUATION PROCEDURE:**

Step 1 Review of all Proposals to conformance of this RFP.

Step 2 The elimination of all proposals which deviate substantially from the basic intent of the proposal.

Step 3 An assessment of the remaining proposers. This assessment will also include a review of the vendor personnel capability and the previous experience of each vendor, space plan (specific and general) etc.

Step 4 Verification of vendor references.

Step 5 Oral presentations to supplement the proposal, for the purpose of clarification, may be required of selected vendors. The time and place for oral presentations will be announced at a later date, if such a presentation is required.

Step 6 Evaluation of revenue/costs to City of Fargo.

Step 7 Capability of the vendor to participate in this particular program, including eligibility based on the vendor's financial stability and viability.

Step 8 Recommendation of potential vendor to Fargo Public Library Board of Trustees.

## **10.5 EVALUATION OF PROPOSAL: SELECTION FACTORS**

Library Administration shall evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request:

10.5.1 Proven skills, technical competence, and credentials of firm and management staff.

10.5.2 Proposed development and Implementation Plan.

10.5.2.1 Proposed service and menu pricing

10.5.2.2 Improvements/Maintenance Plan

10.5.2.3 Management Plan/Employee Plan

10.5.2.4 Purposely left blank

10.5.3 Pro-Forma Financial Statements/ Revenue Plan Proposed

10.5.4 Quality and completeness of proposal.