

THE CENTER  
“Cafe” Enterprise Space  
**Request for Proposal (RFP)**

**A. Background:** Gay & Lesbian Community Center of Southern Nevada ("The Center") invites the submission of proposals by qualified persons and businesses to operate a food and beverage service venue at its space called "The Cafe " located inside our facility at 401 S. Maryland Parkway.

The Cafe provides space furnished with commercial grade equipment used in Cafe and catering services. The kitchen preparation space is 630.8 sq. ft. and The Cafe and prep/storage space is approximately 275.6 sq. ft. The Cafe operator will have access to The Center's kitchen for prep and baking needs. This Cafe space is included in the lease.

**B. Objectives:** The Center will seek proposals to fulfill the following marketing objectives.

- To identify a professional organization (with no less than 3 years of continuous experience operating a full-service food and beverage vendor) with the ability and experience to operate and manage a full-service food and beverage Cafe in The Center's Cafe space.
- To support and create a thriving gathering place for the Gay, Lesbian, Bisexual, Transgender and Queer community, as well as our friends, our allies and our neighborhood.
- To have The Cafe space be a revenue source for The Center.
- To identify an operator who has the experience and ability to Cater Events for up to 200 people.

**C. Proposal Deadline:** Respondents must submit one original and two copies of the proposal no later than 5:00p.m. on **Friday, February 16, 2018** to:

Email: [cafe@thecenterlv.org](mailto:cafe@thecenterlv.org)

Mail/In-Person:

The Center  
Attn: André Wade  
401 S. Maryland Parkway  
Las Vegas, NV 89101

Proposals may be **mailed, emailed or hand-delivered** to the above address anytime during The Center's hours of M-F 10am - 7pm. All proposals that are not received by the deadline will be deemed late and will not be considered. Proposal shall be submitted in a sealed envelope labeled with the Proposal title and the name, address, email address, and telephone number of the respondent.

**D. Pre-Proposal Conference:**

A pre-proposal conference will be held on **Thursday, January 16, 2018 at 6:00pm**, at The Center, *401 S. Maryland Pkwy, Las Vegas, NV 89101*. Attendance is not mandatory; however, all interested parties are encouraged to attend, as it will provide an opportunity for questions to be answered.

**E. Proposal Review Schedule:**

- Request for Proposals announcement **Friday, January 5, 2018**.
- Last day to submit proposals **Friday, February 16, 2018** at 5:00 p.m.
- Respondents may be contacted individually for interviews or clarification of proposal concepts beginning **Monday, February 19, 2018**.
- Recipient notified on or before **Wednesday, February 28, 2018**.
- Contract finalized and executed by the end of **Saturday, March 31, 2018**.
- Award announced on or before **Saturday, April 7, 2018**.
- Cafe set up can begin as soon as contract is finalized.
- Cafe opens no later than sixty (60) days from the date of an Executed Contract.

**F. Special Considerations:** Recognition that the location of The Cafe at The Center serves as a community space serving a diverse community of LGBTQ and friends.

- The Center's David S. Parks Lending Library is situated close to The Cafe dining space and will be accessed by the community.
- The Center's David Bohnett Cyber Center is situated close to The Cafe dining space and will be accessed by the community.
- The Center will retain control of all resource/referral areas and materials.
- Any change to décor, set-up, building, signage, etc. requires prior written approval from the Executive Director of The Center.
- Contractor and all employees must be willing and able to serve a diverse clientele with respect and consideration.
- The Contractor and their employees must adhere to the policies and procedures of The Center including upholding The Center's Patron Code of Conduct.
- On occasion, The Center will promote and advertise the Cafe through its e-mail distribution list, and pertinent marketing materials.

**G. Development and Operational Requirements to be included:**

1. The Center will provide the following:

- Floor space for Cafe preparation, service area and seating.
- Electrical service, as installed.
- Telephone and data connections, as installed; any additional configurations or lines will be at vendor's expense and requires prior approval.
- Hot and cold-water service, as installed.
- Sewer connections and floor sinks, as installed.
- Existing Gender-Neutral restrooms.
- Professional commercial grade equipment; grinder, sinks, refrigerator, icemaker, and refrigerated glass display case - all in existing condition.
- Tables, chairs, couches, as existing.

2. The operator will provide the following:

- Any revision to space, equipment, electrical, plumbing, etc. must be approved in advance by the Executive Director, in writing, and meet any licensing and installation requirements.
- Additional utility services (including dedicated phone line), professional and installation fees, and installation for such needs.
- Internal signage and menu boards.
- All licenses required by the City of Las Vegas/Clark County and/or other authorities to operate this Cafe.
- All maintenance and installation costs for equipment and operation of the Cafe and acquisition of any additional equipment. A list of any additional equipment shall be provided to the Center in writing.
- All supplies and maintenance costs.
- All employees/staffing requirements, payroll, insurance, benefits, and costs.
- Point of sale system costs and maintenance.
- All fiscal responsibility for the Cafe.
- Retail display for Cafe.
- Cleaning requirements for Cafe preparation space.

3. The Center and Cafe operator jointly will provide:

- Cleaning for shared seating area, public restrooms, access hallway and flooring.

## **H. Business Terms:**

1. Term: The initial term will be for a period of two years, with the option to renew under the terms and conditions negotiated at that time. Prior to an award to an independent operator under the RFP, the parties will agree on and execute a contract that covers all pertinent details of the relationship.
2. Rent: Selected operator shall pay a monthly rent amount determined by the RFP process. Calculation will be based on the period from the first of each month to the last day of each month.
3. The Cafe will be an enterprise operated independently of the Center. The Cafe will be required to follow all county, city, state, and federal rules and regulations required of a venture of this nature.
4. Common Area Maintenance (CAM): The Cafe would be charged a quarterly CAM fee that will cover shared cost of utilities including electricity, gas and water.
5. Garbage: If additional dumpsters are required, the Cafe operator shall incur that expense.
6. Other Recurring Charges: The Center will cover the costs of management fees, property taxes, and building insurance premiums.
7. Insurance: The Cafe operator shall maintain commercial general liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per occurrence. The Center shall be named as additional insured (Loss Payee). The operator will maintain a policy of workers' compensation insurance with coverage amounts at or above those of statutory minimums. The Center will be provided a copy of these in force policies each year upon renewal.
8. Fully permitted by law, the operator will defend, indemnify and hold harmless The Center from and against all claims (including property damage or personal injury, including death) arising out of or relating (directly or indirectly) to:
  - The conduct or management of the Cafe, or any work or thing whatsoever done, or any condition created in or about the Cafe during the term of an agreement;
  - Any act, omission, breach of any provision of an agreement or acts of the operator or any of operator's employees, agents or subcontractors; and any accident, injury or damage whatsoever occurring in or around the Cafe, to the extent arising, in whole or in part, out of acts or omissions on the part of the operator.

9. Licensing: Operator will be responsible for securing and maintaining in full force all licenses required by all city/state and Federal entities and other applicable authorities to operate the Cafe. Operator will also be responsible for the total cost of such licenses and renewals.

## **I. Operating Terms:**

### 1. Maintenance Standards

- Operator is responsible for keeping the Cafe area and seating areas neat, and clean, and keeping the Cafe area and equipment in good order.
- Operator is responsible for regularly bussing the seating and condiment areas and immediately cleaning up spills and messes.
- Operator will ensure that interior trash receptacles, bussing stations, etc. do not become messy or overfilled during business hours.
- Operator will empty trash nightly, into the service area trash receptacles
- Operator will not allow boxes, cartons, trash bags, or similar items to remain in view of the public.
- Operator will be responsible for the upkeep and maintenance of the grease receptor.

### 2. Employee Standards

- Service should be timely, attentive, and friendly. Food and beverage orders will be taken promptly, accurately, and in a friendly and courteous manner.
- Operator will recruit, train, supervise, direct, and deploy the optimum number of employees to match the work requirements.
- Each employee should be clean, neat, and well groomed; be professional, courteous, and friendly to the public; treat each person with equal respect and dignity regardless of race, sexual orientation, religion, ability, or gender expression.
  - Each employee shall be required to attend one of The Center's Cultural Competency or LGBTQ 101 trainings.
- Cafe-employees given "key holder" privileges will be subject to a background check used in investigation of our volunteers at the cost of the Cafe.

**J. Additional Contractor information requested:**

1. A resume or statement of professional experience that illustrates your qualifications, background and ability to manage a successful food and beverage retail enterprise.
2. If you represent a company that presently operates a Cafe or similar enterprise, please summarize the history and growth of that business, and tell us how a partnership with The Center fits into your company's development plan.
3. Outline the financial commitment you are prepared to make to this endeavor and describe the amount and source (savings, bank loan, personal loans, parent company, etc.) of your expected investment in the new enterprise.
4. Contractor proposed hours of operation: The Cafe hours will be the same as The Center (Monday – Friday 10 am – 8 pm)
5. Please provide your business/marketing plan, marketing budget and Pro Forma.
6. Describe your vision of the Cafe if your proposal is accepted. How does it fit in with the mission of The Center? How would you navigate the use of the shared space? What do you want it to look like, feel like? What type of people works there? Who are your customers? What are they eating and drinking? Why did they make the choice to come to your Cafe? How are you reaching your customers and ensuring a positive experience?

**K. Evaluation Criteria and Procedures:**

The committee made up of staff and board members of The Center will review all responses to this RFP that meet the minimum requirements. Each submission will be carefully reviewed and contacted with our final decision.

The following criteria will be used to evaluate the proposals:

1. Quality, thoroughness and clarity of the written proposal.
2. Qualifications and experience of the operator. Review of references, financial information, and other pertinent information.
3. How well the scope of services offered meets The Center's objectives as set forth in this Request for Proposal (RFP) as well as its overall mission to serve the LGBTQ community and friends of Southern Nevada.
4. Scope of services provided: what beverages, snack and food options will be offered.
5. Our assessment of the probable financial success of the Cafe operation you propose over the long term. Among the factors which will influence our decision in this respect are:

- Our judgment concerning the accuracy of your financial projections.
- The financial history, responsibility and capacity of the operator.
- The originality and completeness of your concept for the Cafe.
- The financial terms proposed.

The Center will not select the Cafe operator based solely on the financial terms offered, however financial viability and sustainability will be carefully considered and weighed. The ability to work in conjunction with the clientele and mission of The Center, and to provide a positive experience for all patrons is of utmost importance. We are invested in the success of the Cafe and want to find the best fit for our organization and support the success of the Cafe.

**L. General Requirements:**

1. Cancellation: The Center reserves the right to cancel award of the contract any time before the execution of the contract by both parties if cancellation is deemed to be in The Center's best interest. In no event shall The Center have any liability for the cancellation of the award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

2. Rejection of Proposals: The Center reserves the right to reject any or all responses to this Request for Proposal.

3. 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 consent of The Center.

4. Disputes: In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of The Center shall be final and binding on all parties.

5. Clarification of Responses:

- The Center reserves the right to obtain clarification of any point in an individual's or company's proposal or to obtain additional information necessary to properly evaluate the proposal. Failure of a proposer to respond to such request for additional information or clarification could result in rejection of that proposal.
- Individuals submitting proposals as a prospective manager-employee may be asked to participate in one or more face-to-face employment interviews with members of The Center's management team.
- Companies or individuals submitting proposals as an independently owned operator may be asked to meet with The Center's managers and or Board Members in person.

Additionally, The Center representatives may request a detailed inspection of your present store(s) as a way of becoming acquainted with your operating and service standards.

- It is understood that The Center is not under any obligation to accept a proposal, or to extend an offer of employment, even though an individual or company may have been asked to submit additional information and/or to participate in an interview or site visit.

6. Negotiation of Modifications: The Center reserves the right to negotiate modifications to any proposal with the selected vendor without obligation to communicate, negotiate, or review similar modifications with other respondents.

7. Contract: A contract incorporating specific terms and conditions of the agreement between The Center and the chosen operator will be negotiated.

8. Cost of Preparation of Response: Costs incurred by any individual or company in the preparation of their response to this Request for Proposal are the responsibility of the submitter and will not be reimbursed by The Center.