



# REQUEST FOR PROPOSALS

Cafe Operator for Downtown's  
New Southern Downtown Park

**RFP produced by:**

Downtown Redevelopment Authority  
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Downtown  
Redevelopment  
Authority

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## OVERVIEW

Since 2012, more than 1,700 new residential units in Southern Downtown alone have been built. This burgeoning neighborhood is one of several residential hotspots that are bringing new energy and vitality to the formerly office-centric Downtown core. The DRA's long-term goal, in collaboration with the Downtown District, City of Houston and other organizations, is to reinforce the identities of Southern Downtown and other new residential clusters with distinct streetscape elements, active streets and blocks with resident-oriented retail, open and green space, and the addition of schools and daycare centers — all supporting home ownership and rental opportunities.

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# KEY DATA

## Café Location:

Southern Downtown Park  
1500 Block of Fannin Street  
Houston, Texas 77002

## Proposals will be submitted via hard copies and digitaly to:

Downtown Redevelopment Authority  
Attn: Angie Bertinot, Director of  
Marketing and Communications  
909 Fannin, Suite 1650  
Houston, TX 77010  
Phone: 713.650.3022  
Email: [angie@downtowndistrict.org](mailto:angie@downtowndistrict.org)

## Selection Process & Project Schedule:

RFP Issued to Selected List of Bidders	May 2, 2019
Pre-Presentation Conference	May 20, 2019
Bidder Response Deadline	June 14, 2019
Proposal Presentations for Selected Parties	June 24-28, 2019
Café Operator Selected	July 8, 2019
Café Operator Agreement completed	July 26, 2019
Café Interior Design anticipated to begin	July 26, 2019
Park/Café Construction anticipated to begin	March 2020
Projected Café Opening	March 2021

# INVITATION TO SUBMIT PROPOSALS

## Invitation

The Downtown Redevelopment Authority (DRA) requests proposals for the operation of a fast-casual café located at a new park, currently in design, located in Downtown's burgeoning southern neighborhood at the 1500 block of Fannin Street.

À La Carte Foodservice Consulting Group has been engaged by the DRA to identify and solicit potential operators that will be the perfect fit for this unique setting.

## Background on the Downtown Redevelopment Authority

The purpose of the DRA is to facilitate positive development of the area within the Tax Increment Zone #3 (TIRZ #3) boundaries. Tax increment dollars collected within the boundaries of the Zone are reinvested back into the Zone with the guidance and approval of the DRA Board of Directors. It accomplishes this by providing financial incentives through public/private sector partnerships designed to make Downtown Houston a place where Houstonians and visitors want to live, work and play. Additional information regarding the DRA and the Zone can be found at: [www.downtowntirz.com](http://www.downtowntirz.com).

## Purpose of this Request

Since 2012, more than 1,700 new residential units in Southern Downtown alone have been built. This burgeoning neighborhood is one of several residential hotspots that are bringing new energy and vitality to the formerly office-centric Downtown core. The DRA's long-term goal, in collaboration with the Downtown District, City of Houston and other organizations, is to reinforce the identities of Southern Downtown and other new residential clusters with distinct streetscape elements, active streets and blocks with resident-oriented retail, open and green space, and the addition of schools and daycare centers – all supporting home ownership and rental opportunities.

In accordance with the City Council approved budget, the DRA has executed a ground lease with renewal options for a portion of Block 333 to develop a new public park (See Exhibits 1 and 2).

# INVITATION TO SUBMIT PROPOSALS

It is anticipated the new park will be operated, maintained, and programmed by the Houston Downtown Management District (Downtown District), similar to the operation agreement between the Downtown District and the City of Houston for Market Square Park.

## Design Team

Lauren Griffith Associates serves as the prime consultant on the Southern Downtown Park project, along with Gensler providing architectural services for the fast-casual restaurant, storage building and other structures; Gandy2 Lighting Design providing lighting services; Kuo & Associates providing civil engineering; Waterscape Consultants providing water feature engineering; and other consultants as necessary to complete the plans.

The programming report (See Exhibit 3) outlining recommendations for activities, amenities and events for the park based on public engagement which occurred in the summer of 2018, was used as a kick-off point and guide for the project. Among the proposed features of the Southern Downtown Park are sustainable plantings, safe pedestrian and bicycle connections, interactive water features, functional art and on-site food service.

## Park Design Narrative

The Southern Downtown Park has been conceived as a neighborhood park, a vibrant “third place” serving the surrounding residents. The L- shaped site is stitched together by a broad, curvilinear walkway flowing from the southeast corner to the northwest corner. Lined by large, evergreen Live Oaks on the south and west sides, the shady walk flows through the park from the Leeland Street corner at San Jacinto Street to the prominent Bell Street corner at Fannin Street. An opposing broad walkway with special paving sweeps visitors through the center of the park from midblock entries on Fannin and Bell Streets toward the café and recreation flex space.

The park is framed by lush garden zones on the north and south. A centrally located lawn serves as a foreground for the café, creating open views from Fannin and focusing views from within the park to Downtown’s skyline beyond.

# INVITATION TO SUBMIT PROPOSALS

The lawn can be activated with games or serve as a seating area for occasional programs held on the elevated trellis platform tucked into the southern gardens. The southern edge of the park features an intimate seating area with subtle, interactive fountain and sculpture, a rain garden capturing runoff from the café roof, and dog parks with a vine-covered trellis, trees, boulders and mounds.

A proposed interactive art piece located at the interior corner of the site's "L" serves as a pivot point and draws visitors in from Leeland. Seating provides respite in the gardens, and seasonal changes provide new experiences.

Bell and Leeland Streets are designated in the Houston Bike Plan to have dedicated bike lanes. To support this future bicycling connectivity, bike racks and a bike repair station are located on the north side of the park.

The café creates a strong eastern edge for the park, screening the adjacent parking lot. The gently curving façade reinforces the organic forms of the site, while a broad canopy creates shade for outdoor dining and the recreation flex space. Set at 15' high, the canopy creates an intimate, neighborhood scaled space, while the dining room volume extrudes up through the canopy roof to create a compelling, lantern-like landmark. Light-filled and fresh, the café will feature warm, natural materials and maximize the play of sunlight and shadow. Both the canopy and adjacent trellis/stage structure will showcase materials that provide dappled shade in patterns that move with the sun.

The café will be serviced from Bell Street, and order and proposed pick-up windows will be located at that edge for efficient delivery pick-up. The service area behind the building will be gated and has room for mechanical equipment. Storage for the park occupies a thickened wall along the east edge of the recreation flex space. The wall can serve as a screen for movies, as well.

The recreation flex space will be home to ping-pong and other games and is bordered by walls that can be lowered into place for special events. The space will also be climate control. Small play elements adjacent to the flex space provide entertainment for children whose parents are dining nearby.

# INVITATION TO SUBMIT PROPOSALS

At night, innovative lighting integrated throughout the park will highlight features and create a stimulating, changeable experience.

## Principles for the Selected Café Operator

The DRA is seeking a café operator who will serve as an active partner with the Downtown District when it comes to activating the dining and flex spaces and attracting local residents, workers and visitors through planned programming. The selected operator should have an engaging brand and accessible price points which appeal to the surrounding community. The DRA has identified three main characteristics which should be embodied by the selected operator's brand, operation and management:

- Extraordinary quality
- Flexible and accessible
- Over-the-top customer engagement

## Proposal Submission

All proposals must be received on or before June 14th of 2019 at 5:00 PM Central Time. Proposals and modifications received after this deadline will not be considered. Operator proposal presentations (selected parties) will be individually scheduled for a day/time between June 24th, 2019 to June 28th, 2019, exact times and days TBD.

The proposal should be mailed or delivered in the following manner:  
Format: Hard copy, bound and signed and a digital copy as a locked Adobe Acrobat Reader (pdf) file, 300 dpi; label CD-R with Business Name

### **Seven (7) copies of the Proposal package should be submitted to:**

Downtown Redevelopment Authority  
Attn: Angie Bertinot  
909 Fannin Street, Suite 1650  
Houston, TX 77010  
P: 713-650-3022

- a. Failure to submit per the above guidelines may result in disqualification by the DRA.

# INVITATION TO SUBMIT PROPOSALS

- b. Responding bidders must answer all requests for information. Omissions, inaccuracies or misstatements may result in rejection of a Proposal.
- c. The DRA shall be the owner of all submitted Proposal packages. Bidder materials shall not be returned.
- d. Expenses incurred in preparing and submitting Proposals in response to this RFP shall be the sole responsibility of the bidders.
- e. The DRA reserves the right to reject any one or all proposals without cause and in its sole and absolute discretion.

## Pre-Bid Conference

- a. A Pre-Bid Conference shall be held at 10:00 AM, CST, on Monday, May 13, 2019 the Downtown Redevelopment Authority office located at 909 Fannin, Suite 1650, Houston, TX 77010.
- b. Candidate attendance at the pre-bid conference is recommended but not required for proposal submission.
- c. Candidates are directed to provide a roster of attendees to Ashley Rosenfeld via e-mail at [ashley@alacarteconsultinggroup.com](mailto:ashley@alacarteconsultinggroup.com) by Noon, CST, on Friday, May 10, 2019. Please limit the number of attendees to a maximum of four (4).

## Additional Information

- a. Throughout the response period, all bidder questions relating to the scope of work or this RFP document should be directed via email to Ashley Rosenfeld at [ashley@alacarteconsultinggroup.com](mailto:ashley@alacarteconsultinggroup.com) or by phone at O: 281.293.0077 or C: 214-912-2811.

*End of Invitation to Submit Proposal*

# SERVICES & DELIVERABLES

## Café Venue

Operator will be responsible for working with the Gensler team to assist and provide input for interior design development of the café. Operator will be responsible for the management and operation of the following:

- a. The café will be prominently located in the park. The main entrance of the café will face the park with a secondary entrance located adjacent to the outdoor dining area and flex space. An optional exterior order/pick-up window is envisioned facing Bell Street.
- b. Intended to be a counter-service, fast-casual offering in the low-mid level PPA.
- c. Minimum hours of operation include breakfast, lunch and dinner service 7 days a week.
- d. The interior of the space is approximately 2,400 square feet, designed to seat approximately 56 guests.\*
- e. The café is designed with an adjacent outdoor covered patio, seating approximately 40 guests.
- f. Additional seating areas will be available throughout the park.
- g. On-street, surface lot and garage parking for café and park visitors is located throughout the surrounding neighborhood (please note that the parking lot on Block 333 is owned by South Texas College of Law and is for faculty and staff parking only).

\* See Exhibit 5 for the preliminary plans. The exterior shell and overall size/capacity is determined, however the interior of the space (i.e. kitchen and dining) are estimated and can be adjusted through the interior design development period with the selected operator.

*End of Description of Services & Deliverables*

# DRA & DOWNTOWN DISTRICT RESPONSIBILITIES

**The DRA and/or Downtown District shall assume the following responsibilities:**

- a. The DRA will design and build-out both the exterior and interior of the café. The café interior will be designed by Gensler in collaboration with the selected operator. Expenses related to design, construction and major fixed equipment costs will be paid for by the DRA.
- b. The Downtown District will provide routine maintenance for the café's exterior. This includes minor patching and finishing of walls, windows, doors, and roof; however, the operator is responsible for providing daily maintenance and cleanliness of areas associated with all indoor and outdoor food and beverage service. The Downtown District will maintain all exterior landscape areas.
- c. The Downtown District will provide trash removal and a recycling program for all foodservice use when placed in the designated receptacles/dumpsters by operator's personnel. Quantity, capacity and type of waste container and frequency of removal shall be subject to the Downtown District's determination. The operator will be responsible for their allocated portion of this expense and will be billed accordingly.
- d. The Downtown District will provide housekeeping services for all public spaces throughout the Park, excluding the indoor and outdoor café footprint and the shared restrooms.
- e. The Downtown District shall, at operator's expense, provide a regularly scheduled pest, vermin and insect control program throughout the Park, including the café.
- f. The Downtown District will be responsible for the programming, marketing and public relations for the park as a whole.

*End of The DRA and Downtown District Responsibilities*

# CAFE OPERATOR RESPONSIBILITIES

**The café operator shall assume the following responsibilities:**

- a. The café operator will provide food service in accordance with the menu, pricing, and style of service proposed to and approved by the DRA.
- b. The operator will be required to cooperate with the Downtown District during special events which may require additional staffing and other special requests, within reason.
- c. The café operator will be responsible for developing and maintaining a clean, quality environment in accordance with City of Houston health and safety ordinances, TABC laws, etc. and a well-trained staff.
- d. The café operator will pay the DRA a fee /rent (base rent and/or % of net sales to be agreed upon) on a monthly basis.
- e. The café operator will provide an annual marketing plan and budget for the café and actively participate in promotional events and marketing efforts of the Downtown District.
- f. The café operator will be responsible for maintaining all proper Health Permits as necessary for operation.
- g. The café operator will be responsible for securing off-site parking for café staff.

*End of the Café Operator Responsibilities*

# TERMS & CONDITIONS

Bidders must address the following key points. Additional points may be included at the bidder's discretion.

## Overview

- a. The operator will be granted the exclusive right and privilege to sell food and beverage items at the fast-casual, counter-service café.
- b. The operator will coordinate all of its activities with the Downtown District.
- c. Although not a sole-source agreement, the Downtown District will, at its prerogative, include operator in recommended provider list for special event sponsors' consideration for caterers and planners/coordinators in non-exclusive areas of the Park.

## Build-Out of the Café

- a. The DRA will be responsible for securing all professional services and bearing associated costs pertaining to design and construction of the café.
- b. The build-out of the café will be under the direction of the DRA.
- c. The operator will be responsible for the selection and expense of the dining room and kitchen small wares, POS, licenses, deposits, opening inventory, uniforms, staff related costs and all other café related expenses included in an appropriate operating cash reserve.

## Use of Facilities

- a. Approved use of the café includes foodservice for park related activities as well as daily on premise and off premise food and beverage purposes.
- b. Operator will be required to maintain a first-class operation comparable with the concept presented in their proposal.

# TERMS & CONDITIONS

## Facilities and Equipment

- a. Operator will promptly report all facility or equipment malfunctions to the Downtown District or their designee.
- b. Operator will bear the expense for repair or replacement of property, furnishings or equipment that are damaged or destroyed as a result of its acts/omissions or those of its employees or suppliers, whether in leased or shared areas.
- c. Operator will, at its sole cost and expense, provide a routine cleaning and preventive maintenance program, applicable to all food-service equipment and appliances located in all areas, this also includes the outdoor area adjacent to the café and the restrooms which will be open to all park visitors. Major repairs to the restrooms due to normal wear and tear will be the responsibility of the Downtown District. Operator will provide monthly documentation to the Downtown District, as well as copies of all regularly scheduled monthly inspections.
- d. Routine AC maintenance and major AC repairs will be the responsibility of the Downtown District.
- e. Any major renovation/remodeling projects involving the completed café will be submitted to the Downtown District for review and approval prior to commencement and will be completed at the expense of the operator.
- f. Operator will be responsible for payment of metered or agreed pro-rata charges for utilities (water, electricity and gas and any other) used in the café, inclusive of all front-and back-of-house areas.
- g. Operator will be responsible for additional building services/expenses specifically attributable to, incurred or necessitated by the café.
- h. The Downtown District will be responsible for the procurement and replacement of food and beverage equipment, applied finishes, millwork, fixtures, and fixed furnishings due to normal wear and tear.

# TERMS & CONDITIONS

- i. Operator will be responsible for procurement, and replacement of café smallwares, “top of table” ware, POS system, operating-training systems, inventory, marketing materials and all other operating expendables.
- j. The Downtown District will be responsible for the repair or replacement of property, furnishings or major equipment within the café that fail as a matter of normal usage.
- k. Operator will be responsible for catering equipment and support smallwares.

## Inspections

- a. The café will be subject to periodic health and safety inspection by regulatory agencies of the City of Houston, Harris County and State of Texas (health departments, fire departments, etc.). Following inspections, the operator will receive a written report and copy the Downtown District or their designee.

## Environmental Considerations

- a. The DRA encourages the use of environmentally conscious practices, including energy-efficient appliances, eco-friendly products, sustainable food sources, and recycling. Proposals should note how operator will employ these practices in their operations.

## Security & Conduct

- a. The operator and its employees will comply with all park rules and regulations governing access, key control events and conduct at the Southern Downtown Park.
- b. Operator will be responsible for security of its operations and equipment in accordance with plans approved by the DRA. Operator is liable for any damage or loss to all personnel, equipment, or materials that they provide.

# TERMS & CONDITIONS

## Financial and Accounting

- a. Submit annual financial statements for the operation of the café including sales, if and when requested by the Downtown District.
- b. The Downtown District reserves the right to perform audits, at its cost and expense, of the operator's financial performance upon providing written request.
- c. Operator will be required to maintain an annual operating budget including repair and maintenance for interior improvements.
- d. Operator will be responsible for ad valorem and personal property taxes for the café.
- e. Insurance Requirements (see Exhibit 6).

## Term of Agreement Period

- a. The Agreement will be for a term of ten (10) years with a five (5) year option.

## Termination of Agreement

- a. The DRA reserves the right to terminate the agreement for default. Default provisions will be established for, but are not limited to, the operational areas of quality, service, pricing, maintenance, and monetary default. Details for this provision to be determined during the development of the operator agreement.

## Signage and Marketing

- a. The DRA must approve (operator's) suggested name for the café.
- b. The DRA must approve operator's proposed signage/graphics for use at building exterior and interior.

# TERMS & CONDITIONS

- c. The operator is required to promote the café through a combination of print and digital media and public relations. When using the name and or identity of the park, the operator must obtain approval in advance by the Downtown District.
- d. Any third-party promotions or sponsorships must be approved in advance by the Downtown District.

## **Parking**

- a. Securing employee parking will be the responsibility of the cafe operator.

## **Texas Law**

- a. The executed agreement will be governed and construed according to the laws of the State of Texas and is performable in Harris County, Texas.
- b. Operator will comply at all times with all applicable laws, rules and ordinances.

## **Permits and Licenses**

- a. Operator will, at its sole cost and expense, obtain and keep in force any/all permits and licenses, including but not limited to the City of Houston health permits, alcoholic beverage permits, or others that may be required for the execution of the agreement and performance of its duties there under.
- b. The Downtown District will be responsible for the qualification for and maintenance of any event related licenses.
- c. Operator will be responsible for all necessary health permitting, with the exception of special events.

*End of Terms and Conditions*

# PROPOSAL REQUIREMENTS

## Confidentiality

- a. This request for proposal is confidential and proprietary to the DRA. Bidders are requested to return the RFP with their responsive proposal package.
- b. Bidders shall not disclose this document to any third party not participating in its submission without the prior written consent of the DRA.
- c. Sensitive information provided by bidders, and identified by the bidder as sensitive information, shall be held in confidence by the DRA and shared only on a need-to-know basis; provided, however, that the DRA shall not have any liability to bidder for any failure to keep such sensitive information confidential.

## Completion

- a. Proposal shall be prepared in accordance with the instructions provided in this RFP. Substantial deviation from the required format or incomplete information may result in rejection of the proposal.

## Proposal Organization

- a. Without exception, proposals shall include each of the sections described herein.
- b. Written portions of proposals shall be organized in the exact order as follows. Bidders wishing to provide additional text/information are invited to insert it after the last required section.
  1. Opening letter stating why the bidder is interested in the opportunity and why they feel they are a good fit for the park.
  2. Paint us a picture- food and beverage concept and the desired customer experience, target audience, sample menu with pricing and vision board with imagery.

# PROPOSAL REQUIREMENTS

3. Programming interests and ideas for collaboration with the Downtown District events and activations.
4. Café daily operating plan; hours of operation, style of service, facility maintenance and anything else that is relevant to daily operations.
5. Marketing plan for the café, including programming and collaboration ideas and opening plan.
6. Proposed labor-staffing chart for the café, including staffing levels, position qualifications and job descriptions.
7. Annual financial projections proforma for the café (i.e. revenues, operating expenses, estimated profit before taxes, etc.).
8. Opening plan and capital budget for the selected operator's investment (ie. excluding construction, furniture, exterior signage and major equipment).
9. Describe product storage, preparation, and daily delivery schedule for the café.
10. Proposed fee/rent to be paid monthly to the DRA. (e.g. percentage of sales or base minimum plus percentage of sales).
11. Proposed/suggested point-of-sale equipment source and features.
12. Equipment plan including all equipment proposed.
13. Health and food safety plan detailing process to meet all applicable health and food safety regulations.
14. Environmental plan describing how eco-friendly practices will be employed.

# PROPOSAL REQUIREMENTS

16. Description of the business structure, key staff, and names and addresses of all corporate officers of the entity submitting the proposal.
17. Resume or detailed description of bidder's professional qualifications, highlighting experience and track record.
18. Description of bidder's experience in operating similar businesses, including size, location, retail sales, and other relevant information.
19. A list of three or more references with whom bidder has worked and/or who can advise on bidder's financial and operational capabilities. Include name of entity, description of experience with bidder, and name, title, address, and telephone number of contact person.
20. A list of the bidder's current food and beverage operations with coordinating descriptions of the concepts (name, style of service, menu, price point, and capacity).

## Criteria for Contract Selection

- a. The DRA shall examine each proposal according to a set of objective and subjective criteria. Particular consideration will be given to:
  1. Concept vision and plan – the café should fit in with the surrounding offerings and benefit the customer profile of the park.
  2. Ability to partner and experience in hosting events and activations.
  3. Bidder's experience with comparable food and beverage facilities and operations, menu development, catering expertise, and financial strength.
  4. Concept suggestions and operations plan for the café.

# PROPOSAL REQUIREMENTS

5. Proposed agreement's terms and conditions.
  6. The post-proposal presentation made to the DRA selection committee.
- b. All proposals meeting both the intent and deadlines of this request for proposal will be considered for award. The absence of any comments will indicate that the bidder shall perform said services in strict accordance with the specification of this invitation.
  - c. The DRA reserves the right to accept any and all or none of the Bidders' comments, as deemed to be in the best interest of the DRA.
  - d. Employees, directors, and officers of the DRA are prohibited from responding to this RFP or being a direct party to any contract resulting from this RFP.
  - e. Proposals will be evaluated on a variety of quantitative and qualitative criteria, including proposal completeness, café concept suggestions, and proposed operations structure and strategy.
  - f. Proposals will be reviewed and evaluated by the DRA selection committee. The findings and recommendations of the selection committee will be presented to the full DRA Board of Directors for final approval.

## **Award of the Right to Negotiate Final Agreement**

- a. The DRA reserves the right to accept or reject any proposal without cause. The right to negotiate the final agreement with the DRA will be awarded to the bidder determined to be the best suited and qualified to achieve the financial and operational goals of the café for the Southern Downtown Park.
- b. The DRA may award an agreement based on initial offers received without a discussion of such offers. Therefore, initial offers should be submitted to the DRA on the most favorable terms. Terms and provisions of the proposal must be complete, clear and accurate.

# PROPOSAL REQUIREMENTS

## Late Proposals

- a. Proposals received by the DRA after submission deadline will be considered null and void.

## Alterations

- a. Proposals will not be altered or amended after submission deadline. Any interlineations, alteration, or erasure made prior to submission deadline must be initialed by the signer of the proposal to guarantee authenticity.

## Addenda

- a. Any interpretations, corrections or changes to this request for proposal will be made by addenda, issued by the DRA.
- b. Addenda will be e-mailed to recipients of this invitation to submit proposal. Bidders shall acknowledge receipt of all addenda by returning the completed signature page via email to the DRA.

*End of Proposal Requirements*

