The Houston Downtown Management District

Food and Beverage Facility Operator Selection
Market Square Park

-REQUEST FOR PROPOSAL-

Houston Downtown Management District
1221 McKinney Suite 4250
Houston, TX 77010

OUR VISION FOR DOWNTOWN HOUSTON
At the intersection of global commerce and local culture, Downtown is Houston’s heart of opportunity, excitement, and joy.

OUR SHARED MISSION
Champion and enhance Downtown Houston as a connected and thriving place for everyone.
The Houston Downtown Management District
Food & Beverage Kiosk Operator Request for Proposal

Food & Beverage Kiosk Operator RFP - Key Data

Food & Beverage Kiosk Location: Market Square Park
Houston Downtown Management District
301 Milam Street
Houston, TX 77002

Written Proposal Recipient (Hardcopy Only): Houston Downtown Management District
Attn: MSP Kiosk RFP
1221 McKinney Street Suite 4250
Houston, TX 77010
Phone: (713) 650-3022

Contact Information for Questions: MSPKioskRFP@DowntownDistrict.org

Selection Process + Project Schedule:

- RFP Issued Friday, Oct 6, 2023
- Site Visit for Proposers – 2:00 p.m. at Market Sq Park Kiosk Wednesday, Oct 18, 2023
- Submission of Additional Questions by e-mail – 12:00 Noon Wednesday, Oct 25, 2023
- Addenda Posted to www.downtowndistrict.org/procurement-rfp-opportunities/ Wednesday, Nov 1, 2023
- Proposals due by 12:00 Noon Friday, Nov 10, 2023
- Preferred Proposal Notification & Vendor Negotiation Friday, Dec 1, 2023
The Houston Downtown Management District
Food & Beverage Kiosk Operator Request for Proposal

Table of Contents

1. Invitation to Submit Proposal
2. Overview of Downtown Market Square Park
3. Description of Services & Deliverables
4. Downtown District Responsibilities
5. Foodservice Operator Responsibilities
6. Description of Terms & Conditions
7. Proposal Requirements
The Houston Downtown Management District
Food & Beverage Kiosk Operator Request for Proposal

1. Invitation to Submit Proposal

A. Invitation

1. You and your team are invited to submit a proposal for food and beverage services, including menu, service concept, and management & operations for the food and beverage Kiosk at Market Square Park (“the Park”) in Houston’s historic and bustling Downtown north-side.

2. The Park is operated and maintained by the Houston Downtown Management District (HDMD or “the Downtown District”). Programs and events in the Park are managed directly by the HDMD and through third-party Agreements and range from movies and music, bingo, exercise classes, family fun and games, night markets, and our seasonal Saturday Farmers Market.

3. This is a unique service opportunity for a provider to participate in the Park’s amenities and to align with, and contribute to, HDMD’s vision of Downtown as Houston’s heart of opportunity, excitement and joy, a cherished place that sits at the intersection of global commerce and local culture.

4. With this exciting opportunity, the Downtown District looks to elevate both the function and experience of the park. Further, the new proprietor will help serve as a new and forward focused anchor for that historic part of Downtown.

5. The Park is a critical part of Houston’s Downtown vibe, and the Downtown District seeks an established provider that will serve as a destination and anchor for the Park. The provider will advance food and beverage operations for the Park’s patrons and shape the Park’s direction and ultimate legacy. The Downtown District currently assigns a Park attendant and a Public Safety Guide between the hours of 7:00am and 11:00pm daily to support the Kiosk and overall maintenance of the Park.

6. The Park attracts a range of clientele, from passersby looking for a green, urban oasis to those seeking a place for a meal, snack, or beverage in a shaded outdoor setting. The Park also serves as a meeting locale for area workers and friend gatherings and a site for outdoor exercise classes and dog-friendly events. The Park’s location, size, amenities, and the Downtown District-led programming ensure this is a place to celebrate and enjoy Downtown’s urban ambience and diversity.

7. The Park draws a wide range of local and regional users, including Downtown residents and workers as well as visitors from adjacent neighborhoods and across the region. Over the past twelve months, the Park has averaged 4,700 visitors per week with approximately 60% of those visitors using the park during the weekdays. Users are drawn to the Park’s programmed events, food offerings, and historic urban ambiance.
**The Houston Downtown Management District**  
**Food & Beverage Kiosk Operator Request for Proposal**

**B. Proposal Submission**

1. All Proposals must be received in **hardcopy** on or before Friday, November 10, 2023, by **12:00 noon**. Proposals and modifications received by email or after this deadline will not be considered.

2. Two (2) copies of the proposal package should be delivered to:

   Houston Downtown Management District  
   Attn: MSP Kiosk RFP  
   1221 McKinney Street Suite 4250  
   Houston, Texas 77010

3. Candidates must respond and adequately answer all requested informational components. Omissions, inaccuracies, or misstatements could result in the disqualification of your proposal.

4. The Downtown District shall be the sole owner of all submitted proposal packages. Candidate materials will not be returned.

5. Expenses incurred in the preparation, development, and submission of any proposals in response to this RFP shall be the sole responsibility of the interested candidates.

6. The Downtown District reserves the right to reject any of the Proposals without cause and at its sole discretion.

**C. Additional Information**

1. Proposers wishing to tour the Park and facilities can do so at 2:00 p.m. on Wednesday, October 18th, 2023. Prior to October 18th, proposers must email the Downtown District at MSPKioskRFP@DowntownDistrict.org to RSVP and confirm attendance.

2. Throughout the response period, questions relating to this RFP and the process should be directed in writing to the MSPKioskRFP@DowntownDistrict.org.

3. The deadline for submission of questions is **Noon on Wednesday, October 25, 2023**.

4. A written response to all questions received will be made available to interested parties and posted on posted to www.downtowndistrict.org/procurement-rfp-opportunities/ on Wednesday, November 1, 2023.

*End of Invitation to Submit Proposal*
2. Overview of Downtown Market Square Park

A. Profile of Park and Park Visitors

The Historic District’s original town center, Market Square Park remains a destination for those who live, work, and visit Downtown Houston. Users of the Park include passersby, patrons of the Kiosk, participants in programming and events spearheaded by the Downtown District (e.g., Movies Under the Stars, work out classes), and most recently, the seasonal Saturday Market Square Park Farmers Market, led by the Downtown District in collaboration with Central City Co-Op, Houston’s oldest organic, sustainable food co-op.

Using Placer.ai, the Downtown District analyzed weekly park visitation over the last 12 full months (September 2022-August 2023) and broke it down into various time periods. This data does not reflect the growing interest in the seasonal Saturday Market Square Park Farmers Market, which launched in September 2023.

There are an average of 4,735 visits per week to Market Square Park. Of these visits, 60% are on weekdays (Monday-Friday), and 40% are on weekends (Saturday-Sunday). This data demonstrates a steady interest in the Park no matter the season or time of year.
Breaking it down into a morning/day and evening/nighttime frame, the Downtown District found that **30% of visits are between 6:00 am-3:00 pm, while 70% of visits are between 3:00 and closing.**

When the Downtown District analyzes the average length of stay, it found that **almost 60% of visitors stay for less than one hour.** These data points reflect the diversity of how the Park is utilized—a combination of brief meals and visits as well as a substantial portion of visitors (40%) that linger.

Lastly, when the Downtown District analyzed hourly visits, it found a trend in the afternoon, where it dips slightly then increases to its **highest level in the 6:00 pm-9:00 pm range.**
Example use of the space adjacent to the Kiosk.

B. Design Considerations and Equipment List for the Kiosk

- **Market Square Park Site Plan**
  
  A graphic showing the MSP site plan and orientation of the assets has been attached as Exhibit A.

- **Kiosk Floor Plan and Associated Dimensions**
  
  A graphic showing the floor plan and associated dimensions has been attached as Exhibit B.

- **Aspirational Architectural Renderings**
  
  Architectural renderings illustrating how the MSP kiosk is oriented and could better operate and connect as part of the overall MSP facility and area have been attached as Exhibit C.
**Equipment List**

Subject to final negotiations with the successful proposer, the following items are anticipated to be provided as part of the new food and beverage provider’s occupation of the MSP Kiosk:

*Anticipated Equipment List for the MSP Kiosk*

1. Refrigerator, Reach-in
2. Sink, Economy with Left Drainboard only
3. Sink, Hand, Wall mount
4. Work Table, 48” long
5. Work Table, 84” long
6. Refrigerator, Undercounter, Compact
7. Heated Cabinet, Mobile, Half-Height
8. Work Table, 72” long
9. Work Table 48” long
10. Sink, Mop (floor)
11. Mop Sink
12. Dispenser, Condiment
13. Display Case, Heated
14. Warmer, Food, Electric

If equipment items of a special need are desired, the proposer should include each them as part of the submitted proposal. These items will be considered as part of any final negotiations with the new tenant.
3. Description of Services and Deliverables

A. Aspirational Goals of this RFP

1. Seek a longer and more robust active daily operations cycle for the Kiosk.

2. Seek a Foodservice Operator (Operator) that serves as a recognized anchor for existing and future pedestrian-focused events and activities in and around the Park.

3. In as much as possible, offer Park patrons and Downtown residents, workers, and visitors something new and unique.

4. Seek an Operator that is open to helping shepherd the Park toward a new level of activation, recognition, and appreciation.

5. Seek a committed partner in the evolution, management, and growth of the Park as an important long-term community and Downtown asset.

B. Venues

Operator will be responsible for the management & operation of the following:

1. Kiosk Location

Counter Service Kiosk with Outdoor Seating Area and Restroom

- Exclusive operation by selected Operator.

- The Kiosk will be available for use by the selected Operator 7 days per week for food and beverage service as proposed by the Operator—service commensurate with the Park’s unique opportunities and the strength of the vendors brand—with minimum hours of operation to be determined and established.

End of Description of Services
4. The Downtown District’s Responsibilities

The Downtown District shall assume the following responsibilities:

A. The Downtown District shall maintain the Kiosk exterior and the seating areas. The Downtown District will provide all permanently installed food and beverage equipment. Any Kiosk enhancements and equipment may be approved and installed in accordance with the Operator’s input and recommendations.

B. The Downtown District shall provide routine maintenance for the food and beverage facilities’ building exterior. This includes minor patching and finishing of walls, windows, doors, and roof; Operator is responsible for providing daily maintenance and cleanliness of areas associated with all indoor and outdoor food and beverage facilities. The Downtown District will maintain all exterior landscape areas.

C. All variances for modification of the food and beverage facility must be with the Downtown District’s written approval and will be made at HDMD’s sole discretion.

D. The Downtown District shall provide trash removal and a recycling program for all foodservice refuse when placed in 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.

E. The Downtown District shall provide cleaning services for all public spaces throughout the Park, excluding the restroom located within the food and beverage kiosk facility which will be operated and maintained at the selected Operator’s discretion.

F. The Downtown District shall, at its own expense, provide a regularly scheduled pest, vermin, and insect control program throughout the Park, including any shared food and beverage kiosk facilities.

End of The Downtown District’s Responsibilities
5. Foodservice Operator’s Responsibilities

The Foodservice Operator shall assume the following responsibilities:

A. The Operator shall provide food and beverage service in accordance with the menu, pricing, concept, and style as proposed, approved and mutually agreed upon by the Downtown District.

B. The Operator will be responsible for developing and maintaining a clean, professional environment with well-trained staff.

C. The Operator will pay the Downtown District a fee/rent (to be agreed upon) monthly.

D. The Operator shall provide its operating structure and marketing plan to the Downtown District.

E. The Operator shall abide by City of Houston regulations for Minority Business Enterprises (MBEs).

F. The Operator shall be responsible for all health and TABC permitting necessary for operation of the Kiosk facility and the immediate environs.

End of The Foodservice Operator’s Responsibilities
The Houston Downtown Management District
Food & Beverage Kiosk Operator Request for Proposal

6. Terms and Conditions

Within the proposal, candidates shall address the following key points. Additional points may be included at the candidate’s discretion.

A. Overview

1. Operator shall be granted the exclusive right and privilege to sell food and beverage items at the counter-service kiosk.

2. Operator shall coordinate activities with the Downtown District or its designee.

3. Although not a sole-source agreement, the Downtown District shall, as its prerogative, include Operator in recommended provider lists for special event sponsors’ consideration for caterers and planners in non-exclusive areas of the park.

B. Development and Build-Out of Food and Beverage Facilities

1. The Downtown District shall be responsible for securing all professional services resources (Project Management/Development Services, Architecture, Interior Design, MEP Engineering, FS Facilities Layout and FF&E Selection) and bearing associated costs pertaining to development and construction of all Food and Beverage Facilities.

2. Any build-out of food and beverage facilities will be under the direction of the Downtown District.

C. Use of Facilities

1. The Park’s foodservice facilities (e.g., kiosk) shall not be used by the Operator to prepare and sell food items for any off-premises operation, purpose, or event not related to Market Square Park.

2. The foodservice facilities (e.g., kiosk) are intended for the purpose of selling food and beverage products but may, depending on the service concept, provide sufficient space for on-site preparation and storage.

3. Operator will be required to maintain the operation and concept as presented in its proposal.
D. Facilities and Equipment

1. Operator shall promptly report all facility or equipment malfunctions to the Downtown District by communicating this to the Downtown District or its designee.

2. Operator shall bear the expense for repair or replacement of property, furnishings or equipment damaged or destroyed because of Operator’s acts/omissions or those of its employees or suppliers.

3. The Downtown District shall be responsible for the repair or replacement of property, furnishings or major equipment within the Foodservice Facilities that fail as a matter of normal usage.

4. Operator shall, at its sole cost and expense, provide a routine cleaning and preventive maintenance program, applicable to all foodservice equipment and appliances located in all areas. Operator shall provide monthly documentation to the District’s Quality Control Manager, as well as copies of all regularly scheduled monthly inspections.

5. Any major renovation or remodeling projects involving the completed food and beverage facilities shall be submitted to the Downtown District for review and written approval prior to commencement and will be completed at the expense of the Operator.

6. Operator shall be responsible for payment of metered or agreed pro-rata charges for utilities (water, electricity, and gas and any other) used in the Food and Beverage Facilities, inclusive of all front-and back-of-house areas.

7. Operator shall be responsible for additional building services/expenses specifically attributable to, incurred or necessitated by F&B operations/facilities including but not limited to the Kiosk’s grease trap, restricted restroom, walk in cooler, etc.

8. Operator shall be responsible for procurement, and replacement of kiosk small-ware, “top of table” ware, POS system, operating-training systems, inventory, marketing materials and all other operating expendables.

9. The Downtown District shall be responsible for the repair or replacement of property, furnishings or major equipment within the Foodservice Facilities that fail as a matter of normal usage.

10. Operator shall be responsible for any catering equipment and support smallwares.
E. Inspections

1. The Kiosk facility shall 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 each inspection, the operator will receive a written report and provide a copy to the District’s Quality Control Manager.

F. Security & Conduct

1. Operator and its employees shall comply with all Downtown District’s rules and regulations governing access, key control events and conduct at the Park.

G. Financial and Accounting

1. Operator shall submit quarterly financial statements for the operation of the food and beverage facilities, including sales.

2. The Downtown District reserves the right to perform audits, at its cost and expense, of the Operator’s financial performance upon providing written request.

3. Operator will be required to maintain an annual operating budget including repair and maintenance for interior improvements.

4. Operator will be responsible for ad valorem and individual property taxes for the Kiosk facility.

H. Term of Agreement Period

1. The commencement date of the Agreement will be negotiated with the selected Operator.

2. The Agreement shall be for a term of at least five (5) years, or a greater period to be agreed upon.

3. The Agreement with the Operator must conform to existing master agreements governing development and operations of the park. Copies of these agreements are available for review upon request.

I. Termination of Agreement

1. The Downtown District 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.
The Houston Downtown Management District
Food & Beverage Kiosk Operator Request for Proposal

J. Identity
1. The Downtown District shall have right of approval for the (Operator’s) suggested name for the Kiosk.
2. The Downtown District shall have right of approval for the operator’s proposed signage/graphics for use at building exterior and interior and anywhere in the park.

K. Texas Law
1. The executed Agreement shall be governed and construed according to the laws of the State of Texas and is performable in Harris County, Texas.
2. Operator shall always comply with all applicable laws, rules, and ordinances.

L. Permits and Licenses
1. Operator shall, at its sole cost and expense, obtain and keep in force any/all permits and licenses, including alcoholic beverage permits, required for the execution of the Agreement and performance of its duties there under.
2. Operator will be responsible for the qualification for and maintenance of any event related licenses.
3. Operator will be responsible for all necessary health permitting.

End of Terms and Conditions
7. Proposal Requirements

A. Confidentiality

1. Sensitive information provided by candidates, and so identified by the candidate, shall be held in confidence by the Downtown District; provided, however, that the Downtown District shall not have any liability to candidate for any failure to keep such sensitive information confidential under any applicable Open Records Act request.

B. Completion

1. The 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 the disqualification of the proposal.

C. Proposal Organization

1. Without exception, proposals shall include each of the sections described herein.

2. Written portions of proposals shall be organized in the following order. Candidates wishing to provide additional text/information are invited to insert such information after the last required section.

   a. Narrative discussing the following:

      i. How your foodservice offering will enhance the experience of those using the Park;
      ii. Why you want to associate your brand with the Park and with Downtown Houston;
      iii. What success looks like for you as the anchor vendor within the boundaries of the Park;
      iv. How your foodservice offering complements other food and beverage available immediately adjacent to the Park;
      v. How your brand remains distinctive should the District incorporate mobile foodservice vendors on the Park’s edges during events and as a matter of course.

   b. Kiosk daily operating plan; proposed menu, pricing, style of service, hours, facility maintenance (including annual maintenance fund).

   c. Describe on and off-site storage, preparation, and daily delivery schedule for Kiosk.

   d. Narrative outline of marketing plan for Kiosk.
e. Proposed labor staffing chart for the Kiosk, including staffing levels, position qualifications and job descriptions.

f. Annual financial projections pro forma for the Kiosk (e.g., Revenues, Operating Expenses, Estimated Profit Before Taxes, etc.).

g. Proposed fee/rent to be paid monthly to the Downtown District.

h. Representative menu, pricing schedules and service fees for catering and special events.

i. Proposed/Suggested point-of-sale equipment source and features.

j. Comments indicating degree of comfort with the following designs:
   - General Park site layout and design.
   - Location of Kiosk.
   - Equipment design layout.

k. Evidence of community and/or Downtown involvement relative to other projects. Examples may include a) board participation by senior leadership, b) corporate sponsorship or participation in charitable and civic activities or c) in-kind services provided to civic, educational, or social organizations, d) other marketing related activities.

l. Letters of reference from three long-term trade entities (vendors, suppliers, clients, and/or collaborators).

D. Financial and Accounting

1. Candidate’s proposal shall include outline of recommended accounting/bookkeeping policies, procedures, and reporting schedules of Operator’s revenue centers. Full backup documentation may be requested later. Operator will be responsible for Ad Valorem and personal property taxes and sales taxes for all food and beverage operations.

E. Criteria for Contract Selection

1. The Downtown District shall examine each proposal according to a set of objective and subjective criteria. Consideration will be given to:
   
   a. Concept appropriateness – the Kiosk will fit in with the area offerings and benefit the customer profile of the Park.
   
   b. Candidates’ experience with comparable food and beverage facilities and operations, menu development and catering expertise, financial strength, and pro forma projections.
   
   c. Concept suggestions and operations plan for the food and beverage facilities.
The Houston Downtown Management District
Food & Beverage Kiosk Operator Request for Proposal

1. Proposed agreement’s terms and conditions.

2. All proposals meeting both the intent, aspirations, content, and deadlines of this request for proposal shall be considered for award.

3. Proposals shall be evaluated on a variety of quantitative and qualitative criteria, including proposal completeness, food, and beverage facilities’ concept suggestions, proposed financial arrangements, and proposed operations structure and strategy.

4. Proposals shall be reviewed and evaluated by a Downtown District vendor review committee. The findings and recommendations of the review committee will be presented to the Downtown District Board of Directors for consideration and action.

F. Award of the Right to Negotiate Final Agreement

1. The Downtown District reserves the right to accept or reject any proposal without cause. The Right to Negotiate the Final Agreement with the Downtown District will be awarded to the candidate determined to be the best suited and qualified to achieve the financial and operational goals of the Downtown District.

2. The Downtown District may award an agreement based on initial offers received without a discussion of such offers. Therefore, initial offers should be submitted to the Downtown District on the most favorable terms. Terms and provisions of the proposal must be complete, clear, and accurate.

G. Late Proposals

1. Proposals received by the Downtown District after the submission deadline shall be considered null and void and summarily rejected. The Downtown District shall not be responsible for lateness or non-delivery of mail or courier.

H. Alterations

1. Proposals shall not be altered or amended after the submission deadline.

I. Addenda

1. Any interpretations, corrections, or changes to this request for proposal shall be made by addenda, issued by the Downtown District, and placed on the Downtown District’s website at www.downtowndistrict.org/procurement-rfp-opportunities/ by Wednesday, November 1, 2023.

End of Proposal Requirements
Exhibit B
Exhibit C (continued)