

REQUEST FOR PROPOSAL

Ohio Statehouse

Capitol Café



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PURPOSE:

The intent of this Request for Proposal (RFP) and resulting contract(s) is for the Capitol Square Review and Advisory Board (CSRAB) to obtain proposals from firms specializing in providing **restaurant food service** for breakfast and lunch on Capitol Square, located at 1 Capitol Square, Columbus, Ohio 43215.

ANTICIPATED SCHEDULE:

The following represents a tentative outline of the RFP schedule anticipated by the CSRAB:

February 26	RFP Announced
March 12	Pre-Bid Meeting, Statehouse State Room (108) at 2:00 p.m.
March 19	Interested Party Questions Due
March 23	Response to Interested Party Questions
March 26	RFP is due to the CSRAB by 3:00 p.m.
April 9-20	Interested Party Interviews
April 23	Offer Extended
April 30	Contract Signed by Offeror

BACKGROUND:

Capitol Square is located in the heart of downtown Columbus and includes the Ohio Statehouse, Senate Building, Atrium, underground parking garage, and the exterior building plazas. The Statehouse contains hearing and meeting rooms for the Ohio legislature and the offices for the Governor. The Statehouse and its Café attracts legislators, staff members, lobbyists, press corps, tour groups, schoolchildren and individuals from the surrounding office towers. Several of the office towers housing over 8,000 employees are connected to Capitol Square via the underground parking garage.

CAPITOL CAFÉ:

A welcoming Café area plays a significant role in the CSRAB's ability to provide an inviting, relaxing atmosphere for our tenants and visitors. The Café has a dedicated space in the Crypt area of Statehouse on the ground floor adjacent to the underground parking garage doors and the Northwest light court.

The café area is equipped with the following:

1. 2 compartment sink – one with garbage disposal

2. Work counter space with cabinets below and above
3. Electrical outlets
4. Lockable climate controlled storage space with access from the work area
5. Cold product display case and service counter
6. Tables and chairs
7. Wall-mounted television monitors
8. Data/phone jacks and wireless access
9. Refrigerator and freezer for storage room
10. 2 stainless steel foodservice tables
11. Water lines for coffee/drink service
12. Hand washing sink with paper towel dispenser
13. Deep fryer
14. Grill
15. Deli work table
16. Dishwasher
17. Convection oven
18. Hot and cold serving table with sneeze shields
19. Exhaust/make up air cook line hoop and suppression system
20. Grease trap separator

Square footage of the cafe space: approximately 2400

Public seating capacity: approximately 100

A drawing of the café area is included in this document. (**Attachment “A”**)

SCOPE OF SERVICES:

Prospective offerors will provide their own staff and may provide additional equipment to operate the Café offering beverages and prepared meals from 8a.m. – 3 p.m. Monday-Friday.

The scope of the project includes the following:

- A. Operate the food and beverage service as a private business five (5) days a week, year round. The hours of operation will be **Monday through Friday from 8:00 a.m. to 3:00 p.m. with a full breakfast and lunch menu**. The Statehouse is closed on all federal and state holidays.
- B. Offer a variety of quality breakfast and lunch food options. Vendors are to provide the proposed menu items and prices to the CSRAB for review.
- C. Be responsible for obtaining required Franklin County Health Department permits and any other federal, state or local required licenses.
- D. Be responsible for all workers compensation and insurance, and for making unemployment, disability, workers compensation and social security contributions and applicable taxes.
- E. Be responsible for the daily maintenance and preventative maintenance plan of provided equipment, as well as replace any damaged or lost equipment.

- F. Be responsible for keeping the Café workspaces, public seating areas, and lobby area adjacent to the café clean and sanitary.
- G. All sales must be rung through the cash register and are subject to inspection and audit by an authorized representative of the CSRAB.
- H. Offeror is to **provide ten percent (10%) of gross revenue** from the café operation to the CSRAB.
- I. The offeror will be expected to follow ethical business practices and maintain good public relations with patrons and the CSRAB staff.
- J. The offeror must indemnify the CSRAB for violations of federal, state, or local laws committed by its employees, including attorney fees and costs.
- K. The offeror shall furnish all labor, materials, insurance and health permits to perform all work as described and required for the provision of food services at the Capitol Café facility.
- L. The Statehouse is a smoke free facility and the sale of tobacco products will not be allowed at the Statehouse Café.
- M. The offeror will arrange to assume the type D1, D2, D3 and D6 liquor permits for Statehouse events and will maintain all liquor permits required for the provision of serving alcoholic beverages on the Capitol Square property.
- N. The offerer and CSRAB agree that the offeror will be exclusive for all liquor services at the Statehouse in compliance with D1, D2, D3 and D6 liquor permits.
- O. The sale of alcohol will be prohibited by the Capitol Café prior to 5:00 p.m.
- P. All signage, flyers, or promotional materials related to the Café posted inside or outside of the facility may be reviewed by the CSRAB.
- Q. The general condition and safety of the premises, and any maintenance, repairs or improvements of the premises shall be the sole responsibility, cost and expense of the CSRAB. The offeror must maintain adequate equipment, inventory, stock and supplies necessary for the efficient provision of food services.

Contractual Requirements:

- A. The selected offeror will be required to enter into a formal contractual agreement with the CSRAB for a two-year period with the option to renew the agreement for the next biennium by giving written notice thirty (30) days prior to expiration and such renewal shall not extend beyond the expiration of the next biennium.
- B. The CSRAB reserves the right to terminate the agreement should the successful offeror fail to provide services as outlined in the Agreement to the satisfaction of the CSRAB. The successful offeror will be provided 15 days written notice to cure the defect, which will be sent to the business address of successful offeror on file with the CSRAB. The

CSRAB retains the right to terminate the agreement to the satisfaction of the CSRAB during the 15-day period. The CSRAB also retains the right to modify this agreement with the written consent of the successful offeror.

- C. Proposal shall include a thorough description of payment to the CSRAB from a percentage of gross sales. Gross sales will be defined as any sales or service provided by the successful vendor including the sale of food, beverages, and catering.
- D. Proposal shall include any other considerations that offeror determines to be required to make this a successful agreement for both the offeror and the CSRAB.

GENERAL CONTRACT TERMS AND CONDITIONS:

A. Controlling Law:

This RFP process and any resulting contracts are subject to applicable federal, state, and local laws, including O.R.C. 149.43.

B. Award of the Contract:

1. The CSRAB reserves the right to reject any or all proposals.
2. The successful offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the CSRAB the contract forms and any other forms or bonds required by the RFP.
3. Any contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, the CSRAB will place appropriate notice on the Ohio Statehouse web site at www.ohiostatehouse.org

C. Collusion:

By submitting a proposal in response to this RFP, the offeror represents that in the preparation and submission of this proposal, said did not, either directly or indirectly, enter into any combination or arrangement with any person or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.

D. Compensation:

The offeror shall be required to submit a complete itemized sales report and **10% of gross revenue** payment to CSRAB **by the 10th of each month** for the sales of the previous month.

E. Contract Period:

1. The contract period shall be from **July 1, 2018 through June 30, 2020**.

2. The contract may be renewed in the next biennium by giving written notice thirty (30) days prior to expiration and such renewal shall not extend beyond the expiration of the next biennium.

F. Indemnification:

The successful offeror agrees to indemnify, defend and hold harmless the CSRAB, its members, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished or made available by the successful offeror, provided that such liability is not attributable to the CSRAB's sole negligence.

G. Insurance Requirements:

The successful offeror shall maintain insurance to protect itself and the CSRAB from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the insurance specifications attached. (**Attachment B**)

H. Minority and Women-Owned Businesses:

CSRAB welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the State.

I. Offeror's Performance:

1. The offeror agrees and covenants that its agents and employees shall comply with all county, state and federal laws, rules and regulations applicable to the business to be conducted under any signed contract.
2. The offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The offeror shall be an independent contractor and shall not be an employee of the CSRAB.

J. Severability:

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

K. Subcontracts:

No portion of the work shall be subcontracted without prior written consent from the CSRAB. In the event that the offeror desires to subcontract some part of the work specified in any signed contract, the offeror shall furnish the CSRAB the names, qualifications and experience of the proposed subcontractors. The offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

L. Taxes:

1. The offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the State and the offeror, as the taxes shall be an obligation of the offeror and not of the CSRAB and the CSRAB shall be held harmless for same by the offeror.
2. The CSRAB is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

M. Termination of Contract:

1. The CSRAB reserves the right to terminate any signed contract/purchase order immediately in the event that the successful offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the successful offeror to comply with any section or part of this contract will be considered grounds for immediate termination of the contract/purchase order by the CSRAB.
3. Notwithstanding anything to the contrary contained in any signed contract between the CSRAB and the successful offeror, the CSRAB may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the offeror.

PROPOSAL SUBMISSION REQUIREMENTS:

- A.** CSRAB will not accept oral proposals, or proposals received by telephone, FAX machine or email.
- B.** All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror.
- C.** The Proposal Signature Sheet (**Attachment C**) must accompany any proposal(s) submitted and be signed by an authorized representative of the offeror. If the offeror is a firm or corporation, the offeror must print the name and title of the individual executing the proposal and show evidence that the corporation approves of the submission. Failure to submit all information requested may result in the CSRAB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The offeror shall not submit information it considers confidential, as such may be subject to disclosure pursuant to R.C. 149.43.
- D.** Five (5) copies of the proposal, the proposal security, if any, and any other documents

required, shall be enclosed in a sealed envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the title “Request for Proposal Cafe Services” and due date of the proposal.

- E.** Competitive sealed proposals will be **opened at 3:01 pm** on the day specified in the RFP. Any proposals that arrive after the deadline date and time are considered late and not opened or evaluated.
- F.** By submitting a proposal in response to this RFP, the offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- G.** The failure or omission of any offeror to receive or examine any form, instrument, addendum or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to its proposal or to the contract.
- H.** A proposal may be modified or withdrawn by the offeror any time prior to the time and date set for the receipt of proposals. The offeror shall notify the CSRAB in writing of its intentions.
 - 1. Modified and withdrawn proposals may be resubmitted to the CSRAB up to the time and date set for the receipt of proposals.
 - 2. No proposal can be withdrawn after the time set for the receipt of proposals and for thirty (30) days thereafter.

All proposals received in the CSRAB office on time shall be accepted. All late proposals received by the CSRAB shall be returned to the offeror unopened. Proposals shall be open to public inspection only after award of the contract.

PROPOSAL RESPONSE FORMAT

- A.** Offerors shall submit a written proposal that presents the offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Proposals should provide all the information considered pertinent to qualifications for this project. The offeror shall not submit information it considers to be confidential, as such may be subject to disclosure pursuant to R.C. 149.43.
- B.** The offeror should include in their proposal the following:
 - 1. Table of Contents – All pages are to be numbered
 - 2. Introduction
 - Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

Brief description of the organization (name, address and brief history)

Proposal Signature Sheet – (**Attachment C**)

Workers Compensation Certificate

Evidence of Liability Insurance Coverage

3. Executive Summary

Response to Scope of Services–The offeror should address each section of the Scope of Services with an indication of the response. The offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions.”

Company Profile – Offerors are to present a company profile that shows the ability, capacity and skill of the offeror, their staff and their employees to perform the services required within the specified time.

Evidence of Similar Experience - Example of other services that are similar in scope.

Firm Experience - Related experience during the last two (2) years or more.

Staffing/Staff Experience - Names and relevant experience of key staff who would handle this assignment.

References – Provide a minimum of three (3) references, who could attest to the offeror’s past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers.

Implementation Plan – A time schedule for proposed time frame and phases if applicable.

4. All offerors submitting a proposal shall include in their proposal the following information:

a. Food Items:

Offerors shall list the types of food, drink and or snack food items they would intend to provide as part of the Café operation. A sample menu should be provided.

b. Method of Operation:

Offerors shall describe in detail what type of operation they are proposing; i.e. table service, Café line or combination of both. Offerors shall indicate food types, method of service and any information they feel will assist the CSRAB in its evaluation.

c. Equipment and Supplies:

Offerors shall list the equipment and supplies they intend to bring onto the premises for service if awarded the contract.

d. Pricing Schedule:

Offerors shall provide a general pricing schedule for the items to be offered.

5. Appendices are optional for offerors who wish to submit additional material.

6. Proposal shall include any other considerations that offeror determines to be required to make this a successful agreement for both the offeror and CSRAB..

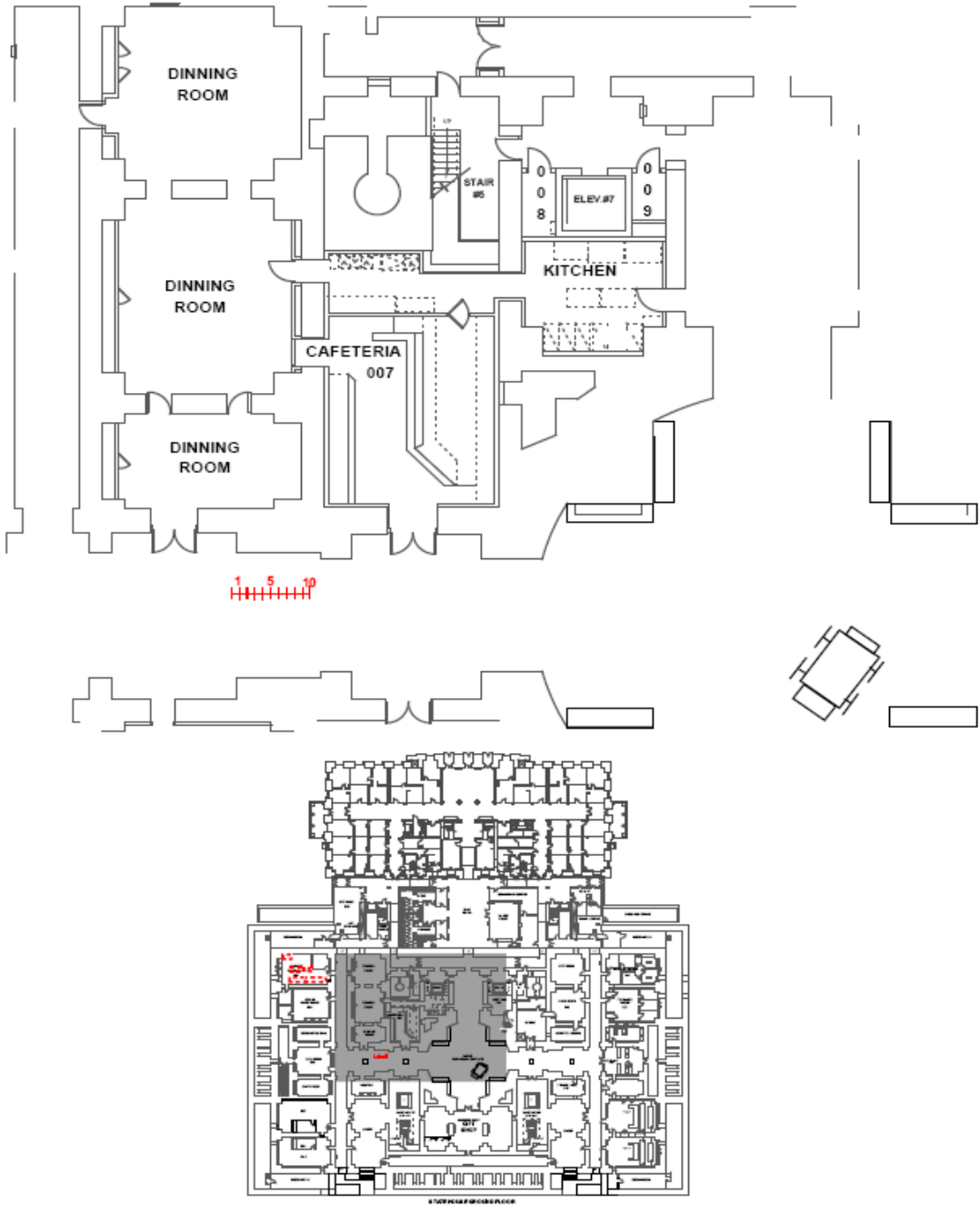
PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the CSRAB may properly evaluate the capabilities to provide the required goods/services.
- B. Selection of the successful offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

CRITERIA	WEIGHT
Special experience, technical capabilities, professional competence, and qualifications of the offeror	20
Special experience, technical capabilities, professional competence, and qualifications of the proposed personnel assigned to provide the services in accordance with the Scope of Services	15
Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the successful offeror's plan for accomplishing the Scope of Services	15
References and financial stability	15
Completeness and reasonableness of offeror's plan for accomplishing the tasks and proposal method of implementation	10
Current competing workload and ability to meet the requirements of the contract within the CSRAB time restraints	15
Quality of submission/presentation	10
<u>TOTAL</u>	<u>100</u>

Inquiries: Please send all inquiries by email to Michele Hulse at :
mhulse@ohiostatehouse.org

A CAFÉ DRAWINGS



ATTACHMENT B

INSURANCE SPECIFICATIONS

In conjunction herewith, offeror agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of offeror's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any once accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by the CSRAB. A certificate reflecting the continuing coverage of all such policies procured by the offeror in compliance herewith shall be delivered to the CSRAB at least thirty (30) days prior to the time such insurance is required to be carried by the offeror, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name the CSRAB and the State of Ohio as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify the CSRAB not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the offeror's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. CSRAB reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the offeror to have their policy (ies) endorsed to reflect per project/per location general aggregate limits. Offeror will maintain workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this contract will be done. The offeror will also maintain employers' liability insurance with at least a \$1,000,000 limit.

ATTACHMENT C PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP authored by the Capitol Square Review and Advisory Board for the Statehouse Café. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

CORPORATE OFFICER APPROVAL _____

SUBMIT THIS FORM WITH PROPOSAL