

REQUEST FOR PROPOSAL

Ohio Statehouse

Capitol Café, Catering, and Liquor Services

2020-2021



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PURPOSE:

The intent of this Request for Proposal (RFP) is for the Capitol Square Review and Advisory Board (CSRAB) to obtain proposals for the provision of breakfast and lunch service at the Ohio Statehouse’s Capitol Café, located at 1 Capitol Square, Columbus, Ohio 43215. As part of the award of this RFP, the successful offeror will also, beginning February 1, 2021 and for the duration of this agreement, be included as one of Capitol Square’s approved caterers, and serve as the sole and exclusive provider of liquor service for special events and weddings taking place at Capitol Square.

The CSRAB welcomes vendors to propose their own unique concepts for operating the Café. Food and beverage service may include, but need not be limited to such items as: coffee, espresso, smoothie/juice bar, and other beverages; made-to-order sandwiches; salads, soups, and other grab-and-go foods, including healthy options; healthy snacks; and prepackaged food selections. The successful vendor may also operate the Café as a full service restaurant, including hot and cold menu items, daily or weekly specials, or a combination thereof.

ANTICIPATED SCHEDULE:

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

October 16	RFP Announced
October 23	Interested Party Questions Due
October 26	Response to Interested Party Questions
October 30	RFP is due to the CSRAB by 3:00 p.m.
November 9-13	Interested Party Interviews
November 18	Offer Extended
November 27	Contract Signed by Offeror

BACKGROUND:

The Capitol Square Complex (CSC), located in the heart of downtown Columbus, includes the Ohio Statehouse, Senate Building, Atrium, underground parking garage, and the exterior capitol grounds. The Statehouse and Senate Building contain offices, hearing and meeting rooms for the Ohio Legislature, and the offices for the Governor. Regular traffic through the CSC includes legislators, staff members, lobbyists, press corps, tour groups, schoolchildren, and individuals from the surrounding office towers. The Statehouse parking garage offers underground access to the Huntington Building, Riffe Center and the Rhodes Tower, which collectively house over 8,000 employees.

ABOUT THE CAPITOL CAFÉ:

A welcoming Café area plays a significant role in the Statehouse’s ability to provide an inviting, relaxing atmosphere for our tenants and visitors. The Café has a dedicated space in the Crypt

area of the 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. two (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. two (2) stainless steel food service tables
11. water lines for coffee/drink service
12. handwashing 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/makeup air cook line hoop and suppression system
20. grease trap separator

Square footage of the Café space: approximately 2400

Public seating capacity*: approximately 100

A drawing of the Café area is included in this document. (**Attachment A**)

TERMS AND CONDITIONS:

The successful offeror shall provide services in accordance with the contents of this RFP; the Café and Liquor Service Agreement (**Attachment B**); the Approved Caterer Service Agreement (**Attachment C**); any attachments and documents incorporated by reference therein; and any subsequently issued addenda (collectively, the “Agreement,” sometimes referred to as the “contract”). Agreement documents must be agreed to and signed by the successful offeror as a condition of award of this contract, and prior to any provision of services.

SCOPE OF SERVICES:

The successful offeror will provide their own staff and may provide additional equipment to operate the Café between the hours of **8:00 a.m. to 3:00 p.m.**

The successful offeror will provide breakfast and lunch service at the Ohio Statehouse’s Capitol Café located at 1 Capitol Square, Columbus, Ohio 43215. Food and beverage service may include, but need not be limited to, such items as: coffee, espresso, smoothie/juice bar, and other beverages; made-to-order sandwiches; salads, soups, and other grab-and-go foods, including

healthy options; healthy snacks; and prepackaged food selections. The successful vendor may also have a full service restaurant including hot and cold menu items, daily or weekly specials, or a combination thereof. The CSRAB welcomes vendors to propose their own unique concepts for the Café.

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, with the exception of State of Ohio-observed holidays, when the Statehouse is closed. The hours of operation will be **Monday through Friday from 8:00 a.m. to 3:00 p.m.** State of Ohio Observed Holidays include:
1. New Year's Day
 2. Martin Luther King, Jr. Day
 3. Presidents' Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Columbus Day
 8. Veterans Day
 9. Thanksgiving Day
 10. Christmas Day
- B.** Offer a variety of quality breakfast and lunch food options. The successful offeror will 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 required federal, state, or local 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.** The successful offeror is to **provide ten percent (10%) of gross sales** from the Café operation, and **twenty percent (20%) of gross sales** from the catering and liquor sales, to the CSRAB. "Gross sales" will be defined as any sales or service provided by the offeror, including the sale of all food and beverages.
- I.** The successful offeror will be expected to follow ethical business practices and maintain good public relations with patrons and CSRAB staff.

- J. The successful offeror must indemnify the CSRAB for violations of federal, state, or local laws committed by the successful offeror and its employees and agents, including attorney's fees and costs.
- K. The successful 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 successful offeror will apply for and hold the CSC liquor permits and provide alcoholic beverages for all special events, including weddings, for which liquor service has been requested. The sale of alcohol may only take place at special events and weddings, and will not be permitted in the Capitol Café itself. Liquor permit fees are to be borne by the successful offeror.
- N. All signage, flyers, or promotional materials related to the Café posted inside or outside of the facility may be reviewed and approved by the CSRAB upon request of the CSRAB.
- O. The successful offeror must maintain adequate equipment, inventory, stock, and supplies necessary for the efficient provision of food services.
- P. The cleaning and preventative maintenance of all equipment in use shall be the sole responsibility, cost, and expense of the successful offeror.
- Q. Any maintenance, repairs, or improvements of the premises not otherwise the responsibility of the successful offeror shall be the sole responsibility, cost, and expense of the CSRAB.

GENERAL CONTRACT REQUIREMENTS:

- A. **Agreement.** Full and complete contract terms and conditions are collectively set forth in this RFP and in the Café and Liquor Service Agreement (**Attachment B**) and Approved Caterer Service Agreement (**Attachment C**), including all attachments and documents incorporated by reference therein.
- B. **Controlling Law.** This RFP process and any resulting contracts are subject to applicable federal, state, and local laws and regulations, including Section 149.43 of the Ohio Revised Code, as well as executive orders.
- C. **Duration.** The contract between the CSRAB and the successful offeror shall be for an initial term lasting from the **date of contract execution** through **June 30, 2021**.

The contract may be renewed for an additional term to extend no later than June 30, 2023. If the CSRAB wishes to renew the contract, it will submit written notice of its intent to renew to the successful offeror at least thirty (30) days prior to contract expiration, which the successful offeror must sign and return to the CSRAB if it consents to renewal.

D. Description of Payment. The successful offeror shall be required to submit a complete itemized sales report, including invoices, and payment of **ten percent (10%) of gross sales** from Café operations to the CSRAB **by the 10th of each month** for the gross sales of the previous month. “Gross sales” will be defined as any sales or service provided by the successful offeror, including the sale of all food and beverages.

AWARD OF THE CONTRACT:

- A.** The CSRAB reserves the right to reject any and all proposals and to cancel this RFP and re-issue at any time.
- B.** Any contract resulting from this RFP is not assignable.
- C.** The successful offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the CSRAB the Agreement documents and any other forms or bonds required by the RFP.
- D.** Upon making an award, or giving notice of intent to award, CSRAB will place appropriate notice on the CSRAB website at www.ohiostatehouse.org, and will also individually notify each offeror of the CSRAB’s decision.

PROPOSAL SUBMISSION REQUIREMENTS:

- A. The CSRAB will accept proposals (five (5) copies) mailed, delivered, or dropped off to the CSRAB office:

Ohio Statehouse
Capitol Square Review and Advisory Board
1 Capitol Square
Columbus, OH 43215

Alternatively, offerors may email their proposals to the CSRAB submittals inbox: submittals@ohiostatehouse.org. **Emailed proposals should NOT be sent to the CSRAB Contact responsible for answering inquiries, or any other CSRAB representative.**

- B. By submitting a proposal in response to this RFP, the offeror represents that in the preparation and submission of this proposal, the offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, offeror, or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.
- C. All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror.
- D. The Proposal Signature Sheet (**Attachment D**) 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 Section 149.43 of the Ohio Revised Code.
- E. If submitting the proposal in paper format, five (5) copies of the proposal and any other required documents 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 – Capitol Café**” and the due date of the proposal.
- F. Competitive sealed proposals will be **opened at 3:01 p.m.** on the day specified in the RFP. Any proposals that arrive after the deadline date and time are considered late and will not be opened or evaluated. The names of the offerors who have submitted late proposals will be tabulated, but otherwise, the contents of late proposals will not be disclosed. In order to ensure a fair and impartial evaluation, proposals that are timely submitted will not be available for public inspection until after the award of the contract.
- G. By submitting a proposal in response to this RFP, the offeror represents that it: (1) has read, understands, and agrees to abide by the Scope of Services and the entirety of the Agreement documents, and (2) has familiarized itself with and agrees to abide by all federal, state and local laws, ordinances, rules, regulations, and executive orders that in any manner may affect the cost, progress, or performance of the contract work.

- H. 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 Agreement.
- I. 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. If a change in the proposal is requested, the modification must be so worded by the offeror as to not reveal the original amount of the proposal.
 2. Modified and withdrawn proposals may be resubmitted to the CSRAB up to the time and date set for the receipt of proposals.
 3. No proposal can be withdrawn after the time set for the receipt of proposals and for thirty (30) days thereafter.
- J. 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 information may be subject to disclosure pursuant to R.C. 149.43.
- B. The offeror should include the following in its proposal:
1. **Table of Contents** – all pages are to be numbered
 2. **Introduction**
 - a. Cover letter: on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal
 - b. Description: brief description of the organization (name, address and brief history)
 - c. Proposal Signature Sheet: (**Attachment D**)
 - d. Workers' Compensation Certificate
 - e. Evidence of Liability Insurance Coverage: evidence of insurance in the amounts required as set forth in the Café and Liquor Service Agreement

3. Executive Summary

- a. 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 subsection titled "Exceptions."
 - b. 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.
 - c. Evidence of Similar Experience: Provide examples of other services that are similar in scope.
 - d. Firm Experience: List related experience during the last two (2) years or more.
 - e. Staffing/Staff Experience: Names and relevant experience of key staff who would handle this assignment.
 - f. 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.
 - g. 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 including prices 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 materials that will clarify their response.
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 that present the offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address all 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 Agreement within the CSRAB time restraints	15
Quality of submission/presentation	10
TOTAL	100

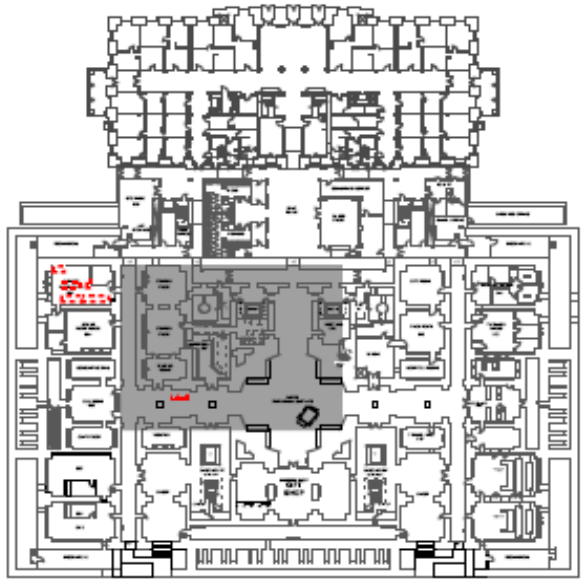
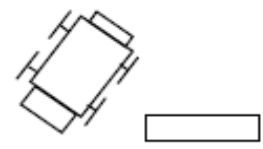
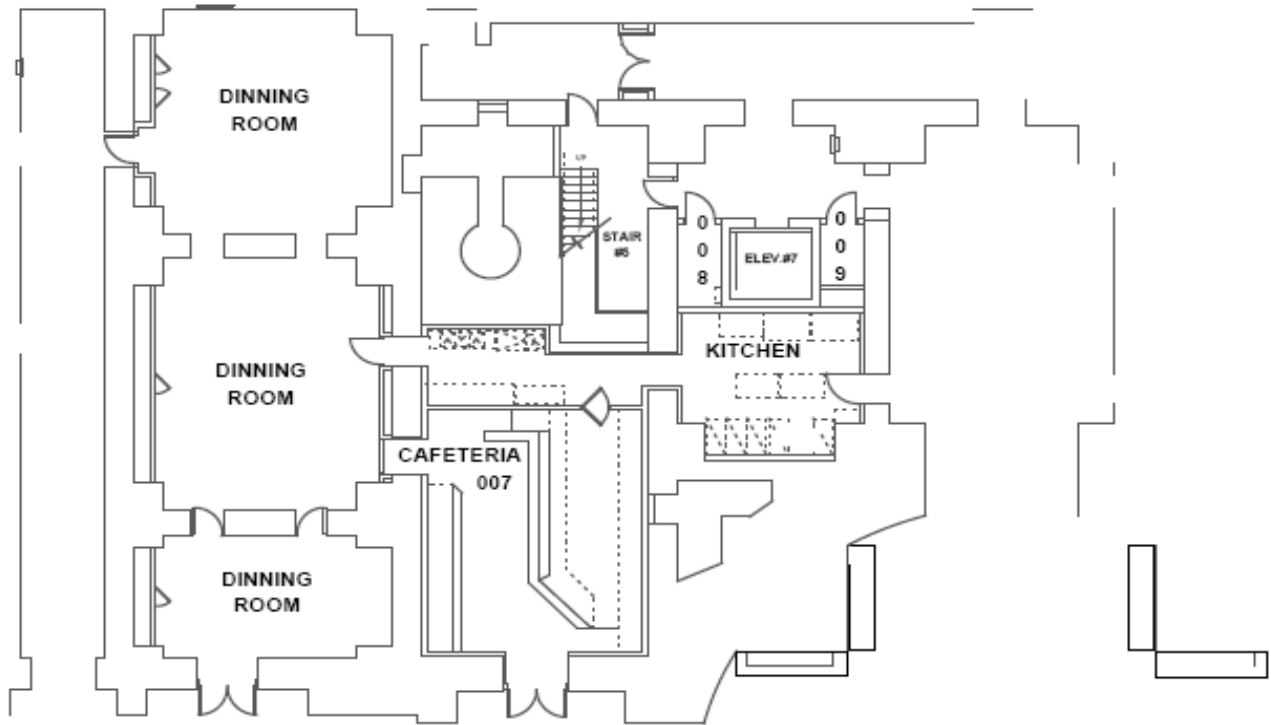
The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror’s proposal as negotiated.

INQUIRIES:

Please send all inquiries by email to the CSRAB Contact: Michele Hulse, at mhulse@ohiostatehouse.org.

***Offerors should not disclose specific proposal information to the CSRAB Contact**

ATTACHMENT A CAFÉ DRAWINGS



ATVW44P000000000

**ATTACHMENT
B
CAFÉ AND LIQUOR SERVICE AGREEMENT**



**CAPITOL SQUARE
REVIEW & ADVISORY
BOARD**

**CAFÉ AND LIQUOR SERVICE AGREEMENT
BETWEEN
THE CAPITOL SQUARE REVIEW AND ADVISORY
BOARD
AND
[CONTRACTOR]**

**CAFÉ AND LIQUOR SERVICE AGREEMENT BETWEEN
THE CAPITOL SQUARE REVIEW AND ADVISORY BOARD
AND
[CONTRACTOR]**

THIS AGREEMENT, made and entered into this ____ day of _____, ____ by and between the Capitol Square Review and Advisory Board (hereinafter “CSRAB”), a Board of the State of Ohio established under Ohio Revised Code Section 105.41, the Ohio Statehouse, 1 Capitol Square, Columbus, Ohio 43215, and [CONTRACTOR] (hereinafter “Contractor”), [CONTRACTOR BUSINESS ADDRESS].

WHEREAS, the CSRAB has authority under Ohio Revised Code Section 105.41(E)(2) to operate Capitol Square located in Columbus, Ohio and to regulate all uses of Capitol Square; and,

WHEREAS, the Director of the Bureau of Services for the Visually Impaired (hereinafter “BSVI”) of Opportunities for Ohioans with Disabilities (OOD) has determined in accordance with Ohio Revised Code sections 3304.28 through 3304.41 that Capitol Square is a satisfactory site for a suitable vending facility for operation by a blind licensee, but has allowed the CSRAB to operate the Capitol Cafe under prior contract; and,

WHEREAS, Contractor is a company that has capability and experience in cafeteria management and the provision of liquor catering services,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

I. NATURE OF AGREEMENT

A. Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the CSRAB is the sole judge of the adequacy of such services.

B. The CSRAB enters into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

C. Contractor shall perform the services to be rendered under this Agreement and the CSRAB shall not hire, supervise, or pay any assistants to Contractor in its performance of services under this Agreement. The CSRAB shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

II. SCOPE OF WORK

A. Contractor shall perform the services (the “Work”) set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on November 27, 2020.

B. The Work shall be concluded on or before June 30, 2021, and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of the CSRAB or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Contractor's Services.

C. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than June 30, 2021. The CSRAB may renew this Agreement on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2021 and shall terminate June 30, 2023, unless sooner terminated as set forth herein.

D. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, 127.16 or Chapter 102.

IV. CONSIDERATION

A. In consideration of the CSRAB agreeing to allow Contractor the exclusive right to operate the Statehouse Café, Contractor shall pay to the CSRAB by the 10th of each month, for the previous month, with appropriate documentation, the following Facility Fees:

1. Café: **Ten percent (10%)** of gross sales, excluding sales taxes. For the purpose of the Café facility fee, "gross sales" will be defined as any sales or service provided by the Contractor, including the sale of all food and beverages.

2. Catering and Bar Services:

a) Standard Events:

- **Twenty percent (20%)** of gross sales, excluding sales taxes. For the purpose of the catering and bar services facility fee, "gross sales" will be defined as any sales or service provided by Contractor and/or a service provider, such as sale of food and beverage, catering, labor, linen service, china and silver service, delivery, furniture of any kind, tents, staging and flooring, bar and bar fronts, AV equipment and similar sales and services.

b) Weddings:

- **Twenty percent (20%)** of gross sales, excluding taxes, on rented furniture of any kind, tents, staging and flooring, bar and bar fronts, AV equipment, and similar sales and services and the labor and delivery charges associated with the rented equipment and services.
- Except for the items listed above, the fee will not apply to those sales or services which the CSRAB is not able to provide and which must be obtained from another vendor, including music, photography, floral, and wedding cakes.
- Contractor and/or service providers may not purchase or otherwise procure items or services through another vendor for the purpose of circumventing the facility fee.

V. CERTIFICATION OF FUNDS

A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the CSRAB gives Contractor written notice that such funds have been made available to the CSRAB by the CSRAB's funding source.

VI. TERMINATION OF CONTRACTOR'S SERVICES

A. The CSRAB may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.

B. In the event that the Work includes divisible services, the CSRAB may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.

C. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the CSRAB, furnish a report, as of the date Contractor receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting therefrom, and any other matters the CSRAB requires.

D. In the event this Agreement is terminated prior to completion of the Work, Contractor shall deliver to the CSRAB all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become, and remain the property of, the CSRAB, to be used in such manner and for such purpose as the CSRAB may choose.

E. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the CSRAB by reason of any suspension or termination.

F. Contractor may terminate this Agreement upon sixty (60) days' prior written notice to the CSRAB.

VII. RELATIONSHIP OF PARTIES

A. Contractor shall be responsible for all of its own business expenses, including, but not limited to, phone service and off-site preparation space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. While Contractor shall be required to render services described hereunder for the CSRAB during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the CSRAB shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

D. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the CSRAB or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

E. Unless Contractor is a “business entity” as that term is defined in R.C. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), Contractor shall have any individual performing services under this Agreement complete and submit to the CSRAB the Independent Contractor/Worker Acknowledgement form found at <https://www.opers.org/forms-archive/PEDACKN.pdf>.

F. Contractor’s failure to complete and submit the Independent Contractor/Worker Acknowledgement form linked in Paragraph VII(E) at the time Contractor executes this Agreement shall serve as Contractor’s certification that Contractor is a “business entity” as that term is defined in R.C. 145.037.

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of four (4) years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the CSRAB as the CSRAB may reasonably require.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Contractor, who may subcontract without the CSRAB’s approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit 1, Scope of Work, but which are required for satisfactory completion of the Work.

1. Contractor shall not enter into subcontracts related to the Work without prior written approval by the CSRAB. All work subcontracted shall be at Contractor’s expense.

2. Contractor shall furnish to the CSRAB a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

B. Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the CSRAB to terms inconsistent with, or at variance from, this Agreement.

C. Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the CSRAB, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. The CSRAB shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the CSRAB shall be subject to copyright by Contractor in the United States or any other country.

B. Contractor agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the CSRAB. Any requests for distribution received by Contractor shall be promptly referred to the CSRAB.

XI. CONFIDENTIALITY

A. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the CSRAB.

XII. LIABILITY

A. Contractor agrees to indemnify and to hold the CSRAB and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

B. Contractor shall bear all costs associated with defending the CSRAB and the State of Ohio against any such claims.

C. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

XIII. INSURANCE

A. Until all obligations under this Agreement are complete, and without limiting Contractor's indemnification obligations herein, Contractor agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least "A-VII," or a comparable rating agency. Contractor shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Article XIII.

B. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the CSRAB. No representation is made by the CSRAB that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of Contractor under this Agreement. Contractor's insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Codes 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership, or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the CSRAB and the State of Ohio harmless from loss or liability for such.
4. Property insurance:
 - a. Tools and Equipment: The CSRAB and State of Ohio shall not be liable for any loss, including theft or disappearance, of the Contractor's tools and equipment. Contractor is solely responsible for securing its tools and equipment and at no time shall such items be considered in the care, custody and control of the CSRAB or the State of Ohio. Should the Contractor choose not to adequately insure its property, no coverage shall be afforded under any insurance or self-insurance maintained by the CSRAB or the State of Ohio.

C. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:

1. **ADDITIONAL INSURED STATUS.** Except for Workers' Compensation, the CSRAB and the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **PRIMARY COVERAGE.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the CSRAB or the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
3. **UMBRELLA OR EXCESS INSURANCE POLICIES.** Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
4. **NOTICE OF CANCELLATION.** Contractor shall provide the CSRAB with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the CSRAB or the State of Ohio's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
5. **WAIVER OF SUBROGATION.** Contractor hereby grants to the CSRAB and the State of Ohio a waiver of any right to subrogation which any insurer of Contractor may acquire against the CSRAB or the State of Ohio by virtue of the payment of any loss under such

insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CSRAB or the State of Ohio has received a waiver of subrogation endorsement from the insurer.

6. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Deductibles and self-insured retentions must be declared to and approved by the CSRAB. The CSRAB may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State of Ohio.

7. CLAIMS-MADE POLICIES. If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Work. The Discovery Period must be active during the Extended Reporting Period.

D. VERIFICATION OF COVERAGE. Contractor shall furnish the CSRAB with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CSRAB before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The CSRAB reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. SUBCONTRACTORS. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the CSRAB and the State of Ohio are additional insureds on insurance required from subcontractors.

F. SPECIAL RISKS OR CIRCUMSTANCES. The CSRAB reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XIV. ANTITRUST ASSIGNMENT

A. Contractor assigns to the CSRAB all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Contractor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, and executive orders.

B. DRUG FREE WORKPLACE. Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the Work purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

C. NONDISCRIMINATION OF EMPLOYMENT. Pursuant to R.C. 125.111 and the CSRAB's policy, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

D. AFFIRMATIVE ACTION PROGRAM. Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

E. CONFLICTS OF INTEREST. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the CSRAB in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the CSRAB shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

F. ETHICS COMPLIANCE. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

G. QUALIFICATIONS TO DO BUSINESS. Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the CSRAB in writing and will immediately cease performance of the Work.

H. CAMPAIGN CONTRIBUTIONS. Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

I. FINDINGS FOR RECOVERY. Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24.

J. DEBARMENT. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

K. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XV are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the CSRAB any funds paid under this Agreement.

L. BOYCOTTING. Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

XVI. MISCELLANEOUS

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. WAIVER. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. SURVIVAL. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII, XIV and XV(L) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of the CSRAB.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

F. CONFLICT. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

G. HEADINGS. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

H. SEVERABILITY. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

I. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

J. EXECUTION. This Agreement is not binding upon the CSRAB unless executed in full, and is effective as of July 1, 2020.

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

L. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[CONTRACTOR]

**CAPITOL SQUARE REVIEW AND
ADVISORY BOARD**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1
Scope of Work

I. OPERATION OF THE CAPITOL CAFÉ

A. Contractor shall operate the Capitol Cafe (hereinafter "Café") for the purpose of selling breakfast and luncheon food items to the visitors and patrons of the Café. The CSRAB is under no duty to operate or manage the Café.

B. Contractor shall keep the Café open from 7:00 a.m. through 3:00 p.m., except on holidays observed by the State of Ohio, unless both parties agree that a change is necessary. Full service food and beverages will be available until 2:30 p.m. each working day.

State of Ohio Observed Holidays:

11. New Year's Day
12. Martin Luther King, Jr. Day
13. Presidents' Day
14. Memorial Day
15. Independence Day
16. Labor Day
17. Columbus Day
18. Veterans Day
19. Thanksgiving Day
20. Christmas Day

C. The Café and attached kitchens shall be used for the sole purpose of preparing food for events at the Statehouse and shall not be used by any other food preparation service or company without the consent of the CSRAB.

D. The kitchen equipment currently owned by the OOD and the CSRAB will remain on the premises to be used by Contractor in providing the services under this agreement, provided that Contractor maintains and keeps the equipment in good repair, and that Contractor allows the OOD to periodically inspect and inventory said equipment. Contractor will submit an equipment preventative maintenance program to the CSRAB or the CSRAB will provide Contractor with a preventative maintenance program. Costs of the preventative maintenance program will be paid by Contractor.

E. Contractor will maintain and manage the Café and tables and chairs immediately outside of the Café in a responsible manner, keeping them clean, safe, sanitary, and free from any debris, and shall maintain in an attractive condition and in good working order all trade fixtures, equipment, and appliances located therein.

F. Contractor will be responsible for the repair and upkeep of the equipment and, except for any damage incurred by a third party not hired, employed, or consulting with Contractor. Any cost or expense incurred by Contractor for the maintenance of or repairs undertaken to the Café or the furniture, fixtures, and equipment being supplied to Contractor during the term of this Agreement shall be the sole obligation of Contractor.

G. Contractor shall cause all maintenance or repairs to be completed free and clear of any liens, claims, or mechanics' liens against the CSRAB. Contractor shall defend, indemnify, and hold the CSRAB harmless from any such liens, and/or any expenses incurred in connection therewith, including but not limited to damages, interest, court costs, and reasonable attorney's fees.

H. Contractor shall regularly evaluate Café offerings and determine which dishes are popular and make changes to the menu accordingly. Contractor shall also make reasonable efforts to introduce new menu ideas with the input of the CSRAB and in coordination with CSRAB programs.

I. Contractor shall not make any structural alterations, additions or repairs to the Café without the CSRAB's prior written consent. Contractor shall not remove any furniture, fixtures, equipment, or supplies owned by the State of Ohio or the CSRAB without the CSRAB's prior written approval.

J. Contractor is required to cooperate with other companies providing catering services at the Capitol Square Complex from time to time.

K. Contractor will, at its sole expense, obtain and maintain all licenses and permits required for the provision of food services required under this Agreement.

II. PROVISION OF LIQUOR SERVICES

A. Beginning on February 1, 2021 and lasting for the duration of this Agreement, Contractor will, at its sole expense, obtain and maintain D1, D2, D3, and D6 liquor permits (hereinafter "Liquor Permits") for the provision of liquor service at Capitol Square. For the duration of this Agreement, Contractor shall be the sole and exclusive provider of all liquor service at Capitol Square. Contractor will provide alcoholic beverages for all special events, including weddings, for which liquor service has been requested. The sale of alcohol may only take place at special events and weddings, and will not be permitted in the Capitol Café itself.

B. As a condition of this Agreement and prior to providing liquor service at Capitol Square, Contractor shall agree to and sign the **Approved Caterer Service Agreement** and the **Catering Expectations at the Capitol Square Complex** rules sheet ("Catering Expectations Sheet"). As set forth in the Approved Caterer Service Agreement and the Catering Expectations Sheet, Contractor will be required to pay the CSRAB a facility fee in the amount of **twenty percent (20%)** of gross sales on liquor services, excluding taxes.

C. Those contracts for liquor service between Milo's Deli & Café, Inc. ("Milo's"), the outgoing liquor service provider at Capitol Square, and the **eighteen (18)** clients with whom Milo's previously agreed to provide liquor service ("Transferred Clients"), shall be transferred to and fulfilled by Contractor consistent with the terms of this Agreement. Contractor agrees to either honor the specific prices, quality of goods, and terms and conditions set forth in Attachment A (collectively, "Liquor Service Terms") for the Transferred Clients, or else provide the Transferred Clients more favorable Liquor Service Terms. Contractor may determine its own reasonable Liquor Service Terms for all other client events.

D. Upon the termination of this Agreement, Contractor shall not keep or retain any liquor permits associated with the performance of this Agreement. Upon termination of this Agreement, Contractor also agrees to cooperate with the efforts of a successor Café operator to obtain liquor permits for the provision of liquor service at Capitol Square events.

III. GENERAL REQUIREMENTS

A. Contractor will retain current occupancy of the Café.

B. Contractor will keep and maintain adequate equipment, inventory, stock, and supplies necessary for the efficient provision of food services. All food services provided by Contractor shall include a variety of food and beverages with proper and necessary dishes, glasses, utensils, service utensils, and linens. The CSRAB shall be under no duty to keep or maintain any equipment, inventory, stock, or supplies.

C. Contractor will comply with all applicable local, state, and federal codes, ordinances, notices, orders, laws, rules, and regulations governing the preparation, handling, storage, and sale of food items for public consumption.

D. Contractor shall, at its sole expense, employ a sufficient number of staff to perform all of Contractor's obligations under this Agreement. Contractor shall provide training and support to the staff on the proper handling, identification, and care of food products and customer service. All of Contractor's staff are to wear appropriate uniforms or other appropriate attire, and to be properly identified as staff of the Contractor while on Capitol Square. Contractor's staff will provide reasonable, prompt, and respectful customer service in the Café and when performing duties at Capitol Square. To the extent possible, Contractor will avoid large staff turnover. All of Contractor's permanent Capitol Square staff will be issued badges in accordance with Statehouse security procedures.

The CSRAB recognizes that Contractor has high standards regarding employee comportment, attitude, and other service standards, and that final hiring decisions will be those of Contractor alone.

E. The CSRAB will provide five (5) parking passes for Contractor's employees, to be used only in the performance of duties under this Agreement. Four (4) passes will be at no cost and one (1) reserved stall will be at a cost of a reserved pass per month.

F. Contractor will not be responsible for the stocking and upkeep of vending machines in the Statehouse. Vending Machines will continue to be maintained and serviced by the Bureau of Services for Visually Impaired (BSVI). Contractor will not compete with or attempt to usurp BSVI business by offering items identical to those traditionally sold in the vending machines. Contractor will not interfere with or use the space set aside for BSVI for the storage of vending machine items.

G. The CSRAB shall be responsible for the provision and payment of utilities, except long distance telephone service, provided to the Café, but does not guarantee against interrupted utility services. The CSRAB will not be liable for any loss incurred by Contractor due to interrupted utility service.

H. Contractor shall be responsible for any federal, state, and/or local taxes, assessments, and license fees assessed, imposed, or levied against the Café or the CSRAB resulting from this Agreement. The CSRAB shall not be responsible for any taxes under this Agreement.

I. The CSRAB shall have access to the Café at all reasonable times, provided that such access does not unduly interfere with Contractor's use of the Café, to inspect, maintain and make such changes, alterations, repairs, and improvements as the CSRAB may deem necessary, and/or to determine whether Contractor is complying with the terms of this Agreement. The number of keys for access to the Café will be limited, and Contractor shall not lend or give Café keys or copies of Café keys to any person other than a Contractor employee who has been approved by the CSRAB for possession of such keys.

J. Contractor will have and utilize a recycling program.

EXHIBIT 2

Pursuant to section I(L) of this Agreement, the following Liquor Service Terms represent prices, quality of goods, and terms and conditions originally agreed to by and between Milo's and its previous, eighteen Transfer Clients. Contractor agrees to honor the following specific Liquor Service Terms for the Transferred Clients, or else provide the Transferred Clients more favorable Liquor Service Terms.

BAR PACKAGE OPTIONS

Full Bar Package:

- Setup to include cups, ice, equipment, soft drinks, bottled water, and appropriate basic mixes and garnishes.
- House Selection of Wines
- House Selection of Domestic and Specialty Beers

	House Liquors	Premium Liquors
Two-Hour Reception	\$15.00	\$18.00
Three-Hour Reception	\$18.00	\$21.00

Wine and Specialty Beer Package:

- Setup to include cups, ice, equipment, soft drinks and bottled water.
- House Selection of Wines
- House Selection of Domestic and Specialty Beers

Two-Hour Reception	\$11.00
Three-Hour Reception	\$13.00

Wine & Domestic Beer Package:

- Setup to include cups, ice, equipment, soft drinks and bottled water.
- House selection of Wines
- House selection of Domestic Beers

Two-Hour Reception	\$9.00
Three-Hour Reception	\$11.00

ITEMIZED PER DRINK PRICING

Consumption Bar Setup Package:

- \$100.00 per Bar for Beer & Wine
- \$150.00 per Bar for Full Bar
- Subject to \$500 minimum sales per bar setup
- Setup to include cups, ice, and equipment; plus per-drink pricing for client's choice of the following:

Soft Drink	\$1.00
Bottled Water	\$2.00
Domestic Beer	\$4.00
Specialty Beer	\$5.00
House Wine	\$6.00
House Liquor	\$6.00
Premium Liquor	\$8.00

Cash Bar Setup Package:

- \$100.00 per Bar for Beer & Wine
- \$150.00 per Bar for Full Bar
- Subject to \$500 minimum sales per bar setup
- Setup to include cups, ice, and equipment; plus per-drink pricing for client's choice of the following beverages available for cash purchase:

Soft Drink	\$1.00
Bottled Water	\$2.00
Domestic Beer	\$5.00
Specialty Beer	\$6.00
House Wine	\$7.00
House Liquor	\$7.00
Premium Liquor	\$9.00

Other Requirements:

- Specialty cocktails and specific wine and beer labels should be made available to clients, subject to additional costs as required.
- Bartenders to work at a fee of \$25 per hour for the duration of the event, plus an additional 2 hours for set up and 1 hour for tear down time.
- Hours for liquor service to span 5:00 pm to 10:45 pm.

BRANDS

House Liquor

Tito's Vodka
Tanqueray Gin
Bacardi Rum
Dewar's White Label Scotch
Bulleit Bourbon
Seagram's 7 Whiskey

Premium Liquor

Grey Goose Vodka
Bombay Sapphire Gin
Captain Morgan Rum
Johnnie Walker Black
Maker's Mark
Crown Royal Whiskey

House Wine

Michael Sullberg Chardonnay
D'Orsaria Pinot Grigio
Michael Sullberg Caberney Sauvignon
Nicolas Idiart Pinot Noir

Domestic Beer

Bud Light
Miller Lite
Yuengling

Specialty Beer

Columbus Brewing Company IPA
Land Grant Seasonal
Fat Tire (Fall/Winter)
Leinenkugel Summer Shandy
(Spring/Summer)

**ATTACHMENT
C
APPROVED CATERER SERVICE AGREEMENT**



**CAPITOL SQUARE
REVIEW & ADVISORY
BOARD**

APPROVED CATERER

**APPROVED CATERER SERVICE
AGREEMENT BETWEEN
THE CAPITOL SQUARE REVIEW AND
ADVISORY BOARD
AND
CATERER NAME**

APPROVED CATERER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the Capitol Square Review and Advisory Board (“CSRAB”), a Board of the State of Ohio established under Ohio Revised Code Section 105.41, the Ohio Statehouse, 1 Capitol Square, Columbus, Ohio 43215, and CATERER NAME.

WHEREAS, CSRAB has authority under Ohio Revised Code Section 105.41(E)(2) to operate Capitol Square located in Columbus, Ohio and to regulate all uses of Capitol Square; and,

WHEREAS, CATERER NAME is a company that has capability and experience in catering service and management,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

I. CATERING SERVICES

- A.** CATERER NAME, as an approved caterer, is granted the right to provide food and non-alcohol beverage services for CSRAB approved functions to be held on Capitol Square. The catering services must be contained within areas of Capitol Square as are deemed appropriate by CSRAB.
- B.** CATERER NAME will endeavor to be flexible in the provision of food services, and will accommodate reasonable last-minute requests for changes in program or menu. CATERER NAME Sales Representative will return calls from CSRAB in a timely fashion, and will be present at the start of all events catered on Capitol Square.
- C.** After each event catered by CATERER NAME, CATERER NAME shall provide all cleaning services necessary to restore the area used for the catered function to the condition that existed prior to the catered function. No dirty dishes, glasses, utensils, linens or food may be stored overnight in any Capitol Square buildings.

II. GENERAL

- A.** CATERER NAME, as an approved caterer, has agreed to cooperate with other CSRAB approved caterers in doing events on Capitol Square.
- B.** CATERER NAME, as an approved caterer for CSRAB on Capitol Square, understands that all events catered by CATERER NAME will be for food and

non-alcohol drinks only. All liquor service will be furnished by LIQUOR PROVIDER NAME as permitted under LIQUOR PROVIDER NAME's D1, D2, D3 and D6 liquor permits for Capitol Square as issued by the State of Ohio.

- C. CATERER NAME will, at CATERER NAME expense, obtain and maintain all licenses and permits other than liquor permits required for the provision of food services required under this agreement.
- D. CATERER NAME will keep and maintain adequate equipment, inventory, stock and supplies necessary for the efficient provision of food catering services. All food catering provided by CATERER NAME shall include a variety of food and beverages with proper and necessary dishes, glasses, utensils, service utensils, and linens. CSRAB shall be under no duty to keep or maintain any equipment, inventory, stock or supplies.
- E. CATERER NAME will comply with all applicable local, state and federal codes, ordinances, notices, orders, laws, rules and regulations governing the preparation, handling, storage and sale of food items for public consumption.
- F. CATERER NAME will not subcontract any of the responsibilities of this agreement without the prior written consent of CSRAB. In the event that the CATERER NAME desires to subcontract some part of the work specified in any signed contract, CATERER NAME shall furnish CSRAB the names, qualifications and experience of the proposed subcontractors. CATERER NAME 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.
- G. CATERER NAME shall, at CATERER NAME expense, employ a sufficient number of staff to perform all of CATERER NAME obligations under this Agreement. CATERER NAME shall provide training and support to the staff on the proper handling, identification and care of food products and customer service. All CATERER NAME staff are to wear appropriate uniforms or other appropriate attire and be properly identified as staff of CATERER NAME while on Capitol Square. CATERER NAME staff will provide reasonable, prompt and respectful customer service when performing catering duties on Capitol Square. To the extent possible, CATERER NAME will avoid large staff turnover.

CSRAB recognizes that CATERER NAME has high standards regarding personal appearance, attitude and other service standards, and that final hiring decisions will be those of CATERER NAME alone.

CATERER NAME agrees that CATERER NAME employees are not employees of the State of Ohio.

CATERER NAME is responsible for all employee wages, salaries, compensation, and benefits. CATERER NAME accepts full responsibility to ensure the payment of all insurance premiums, all income tax deductions, and any other taxes or payroll deductions required for all employees engaged by CATERER NAME to perform its responsibilities under this Agreement.

- H.** CATERER NAME will attend meetings with appropriate CSRAB staff as requested.
- I.** CSRAB shall be responsible for the provision and payment of utilities, except long distance telephone service, but does not guarantee against interrupted utility services. CSRAB will not be liable for any loss incurred by CATERER NAME due to interrupted utility service.
- J.** CATERER NAME shall prepare, maintain, and make available for inspection by CSRAB upon request, all books, documents, papers, invoices, and records which detail CATERER NAME provision of food services or other transactions related to CATERER NAME performance of this Agreement. CATERER NAME shall maintain all records for a period of three (3) years after the expiration or termination of this Agreement for review and inspection by CSRAB upon request.
- K.** It is expressly understood that government business may cause CSRAB to move or cancel a permitted event. CSRAB will use every reasonable effort to move the permitted event to an acceptable location. If an acceptable location is not agreed on between CSRAB and permit holder, the event will be cancelled and all deposit paid to CATERER NAME will be returned less food cost which cannot be reused.

III. CONSIDERATION

In consideration of CSRAB agreeing to allow CATERER NAME to operate as an approved caterer at Capitol Square, CATERER NAME, shall pay to CSRAB a facility fee in the amount of 20% of gross sales, excluding sales taxes. Payment is due by the 10th of each month for the previous month events. A copy of the invoice sent to the client shall accompany the facility fee payment to CSRAB. The 20% fee does not apply to wedding receptions.

IV. TIME OF PERFORMANCE

- A.** The services as stated in Article I and II hereof shall be commenced on November 27, 2020 and concluded on or before June 30, 2021. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement will expire no later than June 30, 2021. CSRAB may renew

this Agreement on the same terms and conditions 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.

- B. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party until all relevant statutory provisions of the Revised Code, including but not limited to Section 126.07, Revised Code, have been complied with.
- C. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Section 3517.13, Revised Code, Section 127.16, Revised Code, or Chapter 102, Revised Code.

V. TERMINATION OF AGREEMENT

Either party may, at any time prior to the completion of services under this Agreement, terminate this Agreement by giving thirty (30) days written notice to the other party.

VI. DEFAULT

If CATERER NAME breaches or defaults on any of the terms or conditions of this Agreement, and if the breach or default is not remedied within fifteen (15) days after written notification given by CSRAB to CATERER NAME of that breach or default, CSRAB may terminate this Agreement. CATERER NAME shall have fifteen (15) days from the date on the written notice of termination to remove all personal property and movable fixtures placed in the Statehouse by CATERER NAME. CATERER NAME shall then surrender possession to CSRAB.

VII. RELATIONSHIP OF PARTIES

CSRAB and CATERER NAME agree that, during the term of this Agreement, CATERER NAME shall be engaged by CSRAB solely as an independent contractor, and CATERER NAME will therefore be responsible for all of CATERER NAME business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. CATERER NAME agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

XIII. NONDISCRIMINATION OF EMPLOYMENT

Pursuant to R.C. 125.111 and the State Agency's policy, CATERER NAME agrees that CATERER NAME, any subcontractor, and any person acting on behalf of CATERER NAME or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. CATERER NAME further agrees that CATERER NAME, any subcontractor, and any person acting on behalf of CATERER NAME or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

IX. LIABILITY

CATERER NAME agrees to indemnify and to hold CSRAB and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to CATERER NAME own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by CATERER NAME, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. CATERER NAME shall bear all costs associated with defending CSRAB and the State of Ohio against any claims. CATERER NAME shall obtain and maintain liability insurance appropriate and adequate to the performance of this Agreement and CATERER NAME shall provide a copy of the certificate of insurance to CSRAB.

In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

X. COMPLIANCE WITH LAWS

CATERER NAME, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XI. DRUG-FREE WORK PLACE

CATERER NAME agrees to comply with all applicable federal, state and local laws regarding smoke-free work places, including vaping tobacco or electronic nicotine delivery system, and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not

purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XII. CAMPAIGN CONTRIBUTIONS

CATERER NAME hereby certifies that neither CATERER NAME nor any of CATERER NAME partners, officers, directors, shareholders nor the spouses of any such persons have made contributions in excess of the limitations specified in Ohio Rev. Code § 3517.13.

XIII. ENTIRE AGREEMENT; WAIVER

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

XIV. NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

XV. HEADINGS

The headings in this Agreement have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of this Agreement.

XVI. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

XVII. CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder. CATERER NAME also agrees to comply with the Guidelines for the Use of the Capitol Square Buildings and Grounds issued by CSRAB, which may be amended from time to time.

XVIII. SUCCESSORS AND ASSIGNS

Neither this Agreement nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party.

XIX. FINDINGS FOR RECOVERY

CATERER NAME warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio*.

XX. EXECUTION

This Agreement is not binding upon CSRAB unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

By: _____
Laura P. Battocletti, Executive Director Capitol Square Review and Advisory Board

Date: _____

By: _____
CATERER DULY AUTHORIZED OFFICER, CATERER NAME

Date: _____



**CAPITOL SQUARE
REVIEW & ADVISORY
BOARD**

Catering Expectations at the Capitol Square Complex

The following rules and expectations shall be followed by all caterers and their staff while at the Capitol Square Complex (CSC).

Pre-Event Procedures

1. The client and event coordinator will work to finalize event details and floor plans. The client is responsible for finalizing details with the caterer. Additional requests for equipment regarding food service on the event floor plan (not including back of house) shall be communicated to client prior to invoice date. All details shall be finalized five (5) business days prior to the event date.
2. The caterer is welcome to attend the final meeting with the client.

Weddings: Caterers are *required* to attend the thirty (30)-day meeting with the couple, family, wedding planner, and event coordinator.

3. Caterers will be provided the following back of house items for all events:
 - Four (4) 8-ft or 6-ft tables (subject to availability)
 - For weddings: Eight (8) 8-ft or 6-ft tables (subject to availability)
 - Two (2) 60-gallon trash cans with liners
 - One (1) recycling bin
 - Broom and dust pan
 - Dry and wet mop with bucket
4. If additional equipment or electric is required, please contact the event coordinator.

Day-of-Event Procedures

1. All Statehouse equipment set-ups are to be handled by CSRAB employees, unless an approved service provider has been contracted to provide equipment. Event sets are not to be changed in any way without the express approval and supervision of the event coordinator.
2. In the case of rented equipment, the client or caterer will schedule the setting up and breaking down of equipment within the allotted time before and after the event timeframe, unless otherwise approved by the event coordinator. Overnight storage of rental equipment is prohibited.
3. The catering event captain and/or lead can obtain a loading dock pass from the CSRAB event coordinator to permit ease of access to the loading dock doors. Please see the attached document for more in-depth unloading instructions.
4. Catering employees are welcome to park in the Statehouse parking garage, at their own expense, upon arrival at the Statehouse. However, due to limited availability during peak times, carpooling is recommended. No parking passes will be issued for catering staff.
5. No equipment is to be left in the elevators at any time. All items shall be taken to the designated preparation area, out of public view and away from elevator lobbies.
6. All catering staff shall be dressed in the appropriate catering uniform during their time at the CSC.
7. Catering staff members must use the restrooms located on the ground floor in the Map Room.
8. Smoking is prohibited inside the Statehouse and parking garage.
9. Caterers are responsible for cleaning all spills during the time of the event. Event staff will assist with larger spills or breakage as necessary.
10. Caterers will be present and ready to respond to issues or concerns a client may have with food or service throughout the duration of their service.
11. Caterers will be held responsible for damage to doorways and elevators caused by their staff.

Post-Event Procedures

1. Caterers are responsible for removing all food, service items, and debris. The back of house area must be swept and mopped. Back of house equipment must be wiped down as needed.
2. All trash is to be taken by the caterer to the dumpster located at the loading dock or off-premises to be sorted. Trash cans must be sprayed out in the mop closet located in the Map Room (Room 027).
3. Caterers shall recycle all glass, plastic, paper, and cardboard items.
4. A mop sink is available for the disposal of all water, ice, and liquids only (excluding grease and cocktail debris). Contact an event coordinator for access.
5. Restroom sinks should not be used for filling water pitchers. The State Room Kitchenette, Room 106, is available for all water.
6. All carts used by caterers shall be returned to the loading dock and wiped down.
7. Catering captains or leads must contact the event coordinator to do a final walk-through of their respective areas before leaving the premises.

Decoration Restrictions

Items or activities that could adversely affect the structure, safety, aesthetic, or historic nature of the CSC or any permanent structure on the premises are prohibited. Such items include but are not limited to:

- 1) Adhesives, stickers, name tags, or labels
- 2) Cellophane pressure-sensitive tape
- 3) Screws or nails
- 4) Balloons, including helium-filled balloons
- 5) Birdseed, rice, etc.
- 6) Bubbles
- 7) Candles without glass containers
- 8) Cigars, cigarettes, e-cigarettes, vapor sticks, etc.
- 9) Confetti
- 10) Glitter
- 11) Loose fresh flower petals
- 12) Paints, chemicals, or liquids that can damage the facility
- 13) Powder and any similar material
- 14) Signs on sticks, poles, or stakes
- 15) Straw/hay
- 16) Sparklers, fireworks, and non-insulated fires

Event Space Specifics

Atrium

- Back of house: Catering Room, extra space outside Hearing Room 110
 - Pipe and drape required if using extra space outside Hearing Room 110
- Water supply: kitchenette (Room 106)
- Liquid waste drop: Senate Building mop closet (Room 141)
- Electric: numerous outlets available
 - Marble benches behind columns in the Atrium cannot be moved
 - Outlets on floor can be used (CSRAB staff can unlock)
 - South Atrium doors can be unlocked when used for large deliveries and as an outdoor smoking location for event guests

Rotunda

- Back of house: Catering Room, extra space outside Hearing Room 110
 - Pipe and drape required if using extra space outside Hearing Room 110
- Back of house: Events less than 50 - kitchenette (Room 106)
- Water supply: kitchenette (Room 108)
- Liquid waste drop: Senate Building mop closet (Room 141)
- Electric: outlets available
- Elevators: North and South Light Court elevators cannot be used for storage or back of house.

State Room

- Back of house: kitchenette (Room 106), extra space in Catering Room
- Water supply: kitchenette (Room 106)
- Liquid waste drop: Senate Building mop closet (Room 141)
- Electric: limited outlets available
- Other:
 - Conference table must be covered at all times
 - All hot items shall be put on plastic or glass plate; no paper plates with hot food items on the table
 - Coasters or beverage napkins are required for any beverages served
 - Hanging anything from shutters or light fixtures is prohibited

Museum Gallery

- Back of house: to the left of the Café adjacent to Rooms 04 and 05
- Water supply: Caterer provide
- Liquid waste drop: Map Room mop closet (Room 027)
- Electric: limited outlets available

Governor Thomas Worthington Center (GTW)

- Back of house: to the left of the Café adjacent to Rooms 04 and 05
- Water supply: Caterer provide
- Liquid waste drop: Map Room mop closet (Room 027)
- Electric: limited outlets available

Other Catering Requirements

1. Boxed Lunches:

- Fifty (50) or Fewer: Caterers providing fifty (50) or fewer boxed lunches for an event may deliver the boxed lunches to the specific event location in the manner of an unstaffed drop-off, with pre-event set-up and post-event clean-up provided by CSRAB staff.
- Over Fifty (50): Caterers providing over fifty (50) boxed lunches for an event are responsible for scheduling caterer staff to return on-site, immediately following the event, for clean-up of the event area, including removal of trash.

2. Facility Fee:

- Standard Events
 - Caterers and/or service providers are required to pay the CSRAB a facility fee in the amount of twenty percent (20%) of gross sales, excluding taxes. Gross sales will be defined as any sales or service provided by the caterer and/or service provider, such as sale of food and beverage, catering, labor, linen service, china and silver service, delivery, furniture of any kind, tents, staging and flooring, bar and bar fronts, AV equipment and similar sales and services.
- Weddings
 - Caterers and/or service providers are required to pay the CSRAB a facility fee in the amount of twenty percent (20%) of gross sales, excluding taxes, on rented furniture of any kind, tents, staging and flooring, bar and bar fronts, AV equipment and similar sales and services and the labor and delivery charges associated with the rented equipment and services.
 - Except for the items listed above, the fee will not apply to those sales or services which the CSRAB is not able to provide and which must be obtained from another vendor, including music, photography, floral, and wedding cakes.
 - Caterers and/or service providers may not purchase or otherwise procure items or services through another vendor for the purpose of circumventing the facility fee.

Your signature indicates that you have read, understand, and hereby agree to be bound by all the rules and requirements for caterers providing services at the Capitol Square Complex, as set forth in the Capitol Square Review and Advisory Board Catering Expectations sheet.

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

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT
D
PROPOSAL SIGNATURE SHEET

Your signature certifies that the proposal as submitted complies with all terms and conditions as set forth in and attached to the RFP authored by the Capitol Square Review and Advisory Board for the Capitol Café.

Your signature also indicates that you attest to all statements made in this Request for Proposal and that you have read, understand, and hereby agree to be bound by all Capitol Square Review and Advisory Board terms, conditions, specifications, requirements, and addenda relating to this Request for Proposal.

Your signature further certifies that by submitting a proposal in response to this Request for Proposal, you represent that in the preparation and submission of this proposal, you 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: _____

DATE: _____

CORPORATE OFFICER APPROVAL _____

SUBMIT THIS FORM WITH PROPOSAL