CSRAB REQUEST FOR PROPOSAL

CAPITOL CAFÉ - FOOD SERVICE

The Ohio Statehouse 1 Capitol Square Columbus, Ohio 43215-4210

Your firm is invited to submit a proposal to provide general food services at the Café in the Ohio Statehouse located in the center of downtown Columbus. The submittal, consisting of the original proposal and four (4) additional copies marked, "Food Service for Ohio Statehouse Capitol Cafe", will be received no later than 3:00 PM on Friday, March 6, 2015.

Proposal may be delivered in person, special courier or by U.S. Postal Service to:

Capitol Square Review and Advisory Board 1 Capitol Square Ohio Statehouse, Room 016 Columbus, Ohio 43215-4210

This RFP is available on the Capitol Square Review and Advisory Board website at www.ohiostatehouse.org

Time is of the essence and any proposal received after 3:00 PM March 6, 2015 whether by mail or otherwise, will be returned unopened. Proposals shall be placed in a sealed envelope marked in the lower left-hand corner with the RFP title and date proposals are scheduled to be received.

A mandatory pre-proposal conference will be held on <u>February 10, 2015 at 2:00 PM</u> in the Statehouse State Room located on the first floor of the Statehouse on the north side of the building. <u>Attendance by a representative of your organization at this pre-proposal meeting is mandatory.</u>

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The Capitol Square Review and Advisory Board reserves the right to accept or reject any or all proposals submitted.

Please note that Capitol Square Review and Advisory Board is also bidding the catering services for Capitol Square. A copy of the Catering RFP is also available on our website, www.ohiostatehouse.org You are encouraged to bid on both services; however you may also bid on just one or the other if you choose. If you bid only on the Cafe, please note that you may be required to cooperate with the caterer from time to time if necessary. If you bid on the catering, please note that you may be requested to operate the Café if necessary. The signature form of the catering RFP asks you to respond wes or no as to whether you would still be interested in bidding for the catering service if the Café operation is required.

Technical questions concerning the Request for Proposal should be submitted by e-mail or fax to the attention of Michele Hulse at mhulse@csrab.state.oh.us or fax # 614-752-5209. No phone calls please, for recordkeeping purposes.

REQUEST FOR PROPOSAL <u>Capitol Café</u> Ohio Statehouse State of Ohio

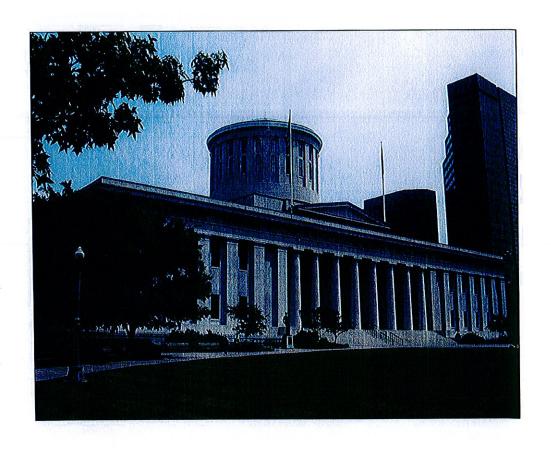


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CAPITOL SQUARE AND OHIO STATEHOUSE HISTORY

The Ohio Statehouse is considered to be one of the most significant architectural accomplishments of the early republic. Its Greek Revival Doric architectural details and proportions, and its setting in Capitol Square, give the impression of permanence, elegance and grandeur deserved by the original State Legislature who passed a law on January 26, 1838 to build the new Statehouse. The cornerstone for the Capitol was laid July 4, 1839. The Legislative Chambers and Governor's Office were occupied in 1857 and, after 22 years of construction, the Statehouse was completed in 1861.

The Statehouse renovation started in the early 1990's and was completed and rededicated with a ribbon cutting ceremony on July 7, 1996. This restored the Statehouse to its 1861 design and elegance. To many Ohioans, the Statehouse is the symbol of Ohio State's government.

The annex now named the Senate Building was completed in 1901. The building was built as the Ohio Judiciary Building and over the years has housed offices of the House of Representatives and the Senate. It was renovated in 1992. Today, with its Grande staircase, it is the home of the Ohio Senate offices and hearing rooms.

The Atrium, added in 1993, with its large first floor area is used by numerous guests from non-profit organizations each year. The ground floor of the Atrium, with its Map Room and Salmon P. Chase Education Center, is used as the starting point of the 80,000 guests who take guided tours of the Statehouse and Senate Building each year. The tours are conducted by staff and volunteers from the Ohio Statehouse Museum and Education Center.

The Statehouse Café is located on the ground floor of the Statehouse adjacent to the North West light court.

PURPOSE:

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

The Capitol Square Review and Advisory Board (CSRAB) is responsible for maintaining the historic character of the Statehouse and Capitol Square while providing for the health, safety and convenience of those who work in or visit the complex.

ANTICIPATED SCHEDULE:

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

January 27, 2015 RFP Announced

February 10 Mandatory Pre-Bid Meeting, Statehouse at 2:00 PM

February 17 Interested Party Questions Due at 12:00 noon February 23 Interested Party Question/Answer Response

March 6 RFPs due to CSRAB by 3:00 PM

March 9-20 Interested Party Interviews

April 1 CSRAB Selection April 22 Offer Extended

May 16 Contract Signed by Offeror

BACKGROUND:

Capitol Square, a complex that includes the Ohio Statehouse, Senate Building and Atrium, are not only working government offices but magnificent monuments to the people and period during which Ohio's democracy was founded and formed. The Statehouse contains hearing and meeting rooms for the Ohio Legislature and the offices for the Governor. The Statehouse and its Cafe attract legislators, staff members, lobbyists, Press Corp, tour groups, school children 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 Square is located in the heart of downtown Columbus.

SCOPE OF SERVICES:

A welcoming and well-appointed Café area plays a significant role in the Statehouse's ability to provide an inviting, relaxing and healthy atmosphere for our staff and visitors. The Café space is a dedicated space in the Statehouse on the ground floor adjacent to the underground parking garage doors and the North West light court.

The Café area is outfitted with the following:

- A. two-compartment sink one with garbage disposal
- B. work counter space with cabinets below and above
- C. electrical outlets
- D. lockable climate controlled storage space with access from the work area
- E. cold product display case and service counter
- F. tables and chairs
- G. wall-mounted television monitors
- H. data/phone jacks and wireless access
- I. convenient access to public restrooms
- J. refrigerator and freezer for storage room
- K. two stainless steel foodservice tables
- L. water lines for coffee/drink service
- M. hand washing sink with paper towel dispenser
- N. deep fryer
- O. grill
- P. deli work table
- Q. ice maker

Square footage of the Cafe space: <u>approximately 2400</u> Public seating capacity: approximately 100

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

Prospective Offerors are to provide their own entire staff and may provide additional equipment to operate the Café offering beverages and prepared meals from 7:00 AM – 3:00 PM.

The scope and conditions of the project include the following:

A. Operate the food and beverage service like a private business five (5) days a week, year round. The tentative hours of operation will be Monday through Friday from 7:00 AM to 3:00 PM with a full breakfast and lunch menu.

Special events outside of standard Statehouse hours that draw high volumes of traffic may provide other sales opportunities.

Offeror may and is encouraged to develop a mobile cart service to provide Café sales for outdoor events on Capitol Square.

The Statehouse is closed on all federal and state holidays.

B. Provide customer-oriented employees in a sufficient number at all times to ensure a high level of service.

- C. Offer a variety of quality breakfast and lunch food options. Vendors are to provide the proposed menu items and prices for review and approval for the Café. All menu items must be approved by the CSRAB.
- **D.** Be responsible for obtaining required Franklin County Health Department permits and meeting any other federal, state or local requirements.
- E. Be responsible for all workers compensation and insurance, and for making unemployment, disability, workers compensation and social security contributions and applicable taxes.
- **F.** Be responsible for the <u>daily maintenance</u> of provided equipment and facilities, as well as replace any damaged or lost equipment.
- **G.** Be responsible for keeping the Café workspaces, public seating areas, and lobby area adjacent to the Café clean and sanitary.
- H. All sales must be rung through the cash register and a copy of the sales tapes from each day's sales must be provided. Concession operations are subject to inspection and audit by an authorized representative of CSRAB.
- I. The Offeror will be expected to follow ethical business practices and maintain good public relations with patrons and CSRAB staff. These patrons and staff should be given courteous and attentive treatment.
- J. The Offeror is to provide ten percent (10%) of gross revenue for the Café operation to CSRAB.
- K. The Offeror must indemnify CSRAB for violations of federal, state or local laws committed by its employees, including attorney fees and costs.
- L. The Offeror shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for the provision of food services at the Statehouse Café facility.
- M. The Statehouse is a smoke-free facility and the sale of tobacco products will not be allowed at the Statehouse Café.
- N. The sale of alcohol will be prohibited by the Statehouse Café prior to 5:00 PM.
- **O.** All signage, flyers or promotional materials related to the Café and to be posted inside or outside of the facility must be approved by CSRAB.
- **P.** 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

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(s) 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.
 - The Offeror shall include a copy of the proposed agreement for inspection by the CSRAB's Ohio Attorney General legal counsel. A sample contract is available for your review
 - 2. CSRAB will be responsible for all utility charges.
 - 3. CSRAB reserves the right to terminate the agreement should the successful Offeror fail to provide services as outlined in the Agreement to satisfaction of 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 CSRAB. The CSRAB retains the right to terminate the agreement to the satisfaction of CSRAB during the 15-day period. The CSRAB also retains the right to modify this agreement with the written consent of the successful Offeror.
- **B.** Gross sales will be defined as any sales or service provided by the successful vendor such as sale of food and beverage, catering and etc., excluding sales tax in the Café.
- C. 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.
- **D.** Limited parking will be available for the Offeror's staff in the Statehouse parking garage.
- **E.** The Offeror is expected to cooperate with the Statehouse-approved food caterers as necessary.

GENERAL CONRACT TERMS AND CONDITIONS:

A. Annual Appropriations:

It is understood and agreed that this contract shall be subject to biennial appropriations by the State of Ohio General Assembly. Should the Ohio General Assembly fail to appropriate funds for the CSRAB expense to have the Café space available, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the State fail to make annual appropriations for this contract.

B. Award of the Contract:

- 1. CSRAB reserves the right to reject any or all proposals and to waive any informalities.
- 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, CSRAB will place appropriate notice on the CSRAB website at www.ohiostatehouse.org.

C. Collusion:

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, Offeror 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, 2015 through June 30, 2017. The contract price shall be firm for the contract period.
- 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. (Attachment B)

H. Minority and Small Businesses:

CSRAB welcomes and encourages the participation of small businesses and businesses owned by minorities in procurement transactions made by the State. CSRAB actively solicits both small business, women-owned and minority businesses to respond to this RFP.

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 cooperate with CSRAB officials in performing the contract work so that interference with normal programs will be held to a minimum.
- 4. 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 CSRAB. In the event that the Offeror desires to subcontract some part of the work specified in any signed contract, the Offeror shall furnish CSRAB the names, qualifications and experience of the proposed subcontractors and Certificate of Liability Insurance and Workers' Compensation coverage. 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:

- 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. 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:

- 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/purchase order 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/purchase order between 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 thirty (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. The Offeror should submit five (5) copies. 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. All information requested should be submitted. Failure to submit all information requested may result in CSRAB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- **D.** 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 Capitol Cafe" and due date of the proposal.
- E. Competitive sealed proposals will be <u>opened at 3:01 PM</u>. the day specified in the RFP. Any proposals that arrive after the deadline date and time are considered late and not opened or evaluated. The names of the Offerors are tabulated, but otherwise the contents of the proposals are not disclosed. In order to ensure a fair and impartial evaluation, proposals are not available for public inspection until after the award of the contract.
- **F.** By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the Scope of Services and has familiarized itself with all federal, state and local laws, ordinances and 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 the Offeror from any obligations with respect to its proposal or to the contract.
- **H.** A proposal may be modified or withdrawn by the Offeror anytime 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 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.

All proposals received in the CSRAB office on time shall be accepted. All late proposals received by 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 present 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.

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 subsection 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 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 mix, method of service and any information they feel will assist CSRAB in its evaluation.

c. Equipment and Supplies:

Offerors shall list the equipment and supplies they may provide if awarded the contract.

d. Pricing Schedule:

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

e. Revenue Reimbursement:

Offerors shall provide a method for which they will reimburse the State based on percentage to be paid to CSRAB.

5. Appendices are optional for Offerors who wish to submit additional material that will clarify their response.

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 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	20
References and financial stability	15
References and inflancial stability	13
Completeness and reasonableness of proposing	
organization's plan for accomplishing the tasks and	
proposal method of implementation	10
Current workload and ability to complete the required work	
within CSRAB time restraints	15
Quality of submission/presentation	5
Camin's an arrangement processing and	
TOTAL	<u>100</u>

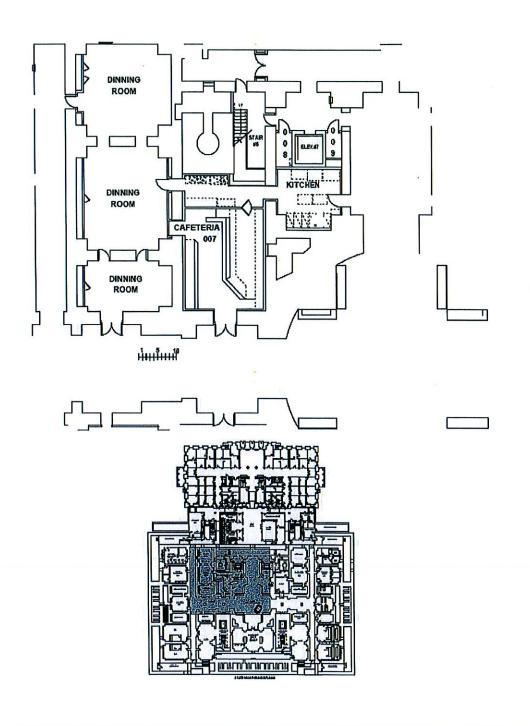
C. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Personal interviews will be scheduled with the selected candidates with appropriate CSRAB members and staff. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, CSRAB shall select the Contractor, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

Inquiries:

Please send all inquiries by email or by fax to Michele Hulse at Capitol Square Review and Advisory Board. mhulse@csrab.state.oh.us or fax: 614-752-5209

ATTACHMENT A CAFÉ DRAWINGS

ATTACHMENT 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 injury 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 one 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 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.

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:

FEDERAL ID NO.

SIGNATURE:

NAME
(print):

TITLE:

TELEPHONE:

E-MAIL:

FAX:

DATE:

CORPORATE OFFICER APPROVAL

SUBMIT THIS FORM WITH PROPOSAL