

**CSRAB
REQUEST FOR PROPOSAL**

Catering Services

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

Your firm is invited to submit a proposal to provide **catering services** at the Ohio Statehouse located in the center of downtown Columbus. The submittal, consisting of the original proposal and four (4) additional copies marked, "Catering Service for Ohio Statehouse", 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 on 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 **February 10, 2015 at 2:00 PM** in the Statehouse State Room located on the first floor of the Statehouse on the north side of the building. **Attendance by a representative of your organization at this pre-proposal meeting is mandatory.**

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 Café services for Capitol Square. A copy of the Café 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 Café service, please note that you may be required to cooperate with the caterer from time to time if necessary. The signature form of the catering RFP asks you to respond yes 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
Catering Services
Ohio Statehouse
State of Ohio



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CAPITOL SQUARE AND 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 and 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 70,000 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.

PURPOSE:

The intent of this Request for Proposal (RFP) and resulting contract(s) is for Capitol Square Review and Advisory Board (CSRAB) to obtain proposals from firms specializing in **catering food services** for CSRAB approved functions to be held at Capitol Square located at the Ohio Statehouse, 1 Capitol Square, Columbus, Ohio 43215.

CSRAB will select three caterers for Capitol Square catering services. One caterer will be assume the CSRAB D1, D2, D3 and D6 liquor permit and will be responsible for all catered liquor sales.

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 Noon
February 23	Interested Party Question/Answer Response
March 6	RFP's 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 offices, hearing and meeting rooms for the Ohio Legislature and the offices for the Governor. The Statehouse attracts Legislators, staff members, lobbyists, press corps, 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. In 2014, the Capitol Square was visited by nearly 300,000 people.

In 2014, the number of catered events by our four caterers was approximately 138 (including weddings).

SCOPE OF SERVICES:

The scope and conditions of the project include the following:

- A.** Offeror will have expertise in providing professional catering services.
- B.** Offeror will provide for customer-oriented employees in a sufficient number at all times to ensure a high level of service.
- C.** Offeror will retain qualified employees to prepare, deliver, set-up, tear-down and clean-up catered meals, in a professional manner with the utmost attention to detail.
- D.** Offeror will provide the proposed menu items and prices for review and approval for the catering. **All menu items must be approved by the Capitol Square Review and Advisory Board.**
- E.** Offeror will be responsible for obtaining required Franklin County Health Department permits and any other federal, state or local requirements for food service permits.
- F.** Offeror will arrange to assume the type D1, D2, D3 and D6 liquor permit for Statehouse events. Offeror will, at Offeror's expense, obtain and maintain all liquor permits required for the provision of services required under this agreement. Upon the termination of this Agreement, Offeror shall not keep or retain any liquor permit associated with the performance of this Agreement, but agrees to sell the liquor permit to CSRAB at pro-rated face value.

Offeror and CSRAB agree that Offeror will be exclusive for all liquor services at the Statehouse in compliance with Offeror's D1, D2, D3 and D6 liquor permit.
- G.** Offeror shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for the provision of food catering services at the Statehouse.
- H.** Offeror will be responsible for all workers compensation and insurance, and for making unemployment, disability, workers compensation and social security contributions and applicable taxes.
- I.** Offeror is to **provide twenty percent (20%)** of gross revenue for the catering services to Capitol Square Review and Advisory Board.
- J.** CSRAB will be responsible for all utility charges.
- K.** Offeror shall endeavor to be flexible in the provision of catering services, and will accommodate reasonable last-minute requests for changes in program or menu.
- L.** Offeror must demonstrate that it has ample off-site facilities to prepare all food and a method to deliver that food to the Ohio Statehouse.

M. Offeror will be responsible for damage to the facility caused by catering staff or its subcontractors.

N. Offeror will be required to have a recycling program.

O. Offeror will be required to have a marketing plan.

P. Limited parking will be available for the Offeror's staff in the Statehouse parking garage during catered events.

Q. Offeror will be expected to follow ethical business practices and maintain good public relations with patrons and CSRAB event staff. These patrons and employees should be given courteous and attentive treatment.

OTHER GENERAL TERMS AND CONDITIONS:

A. Controlling Law:

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

B. 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 this contract, 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.

C. Award of the Contract:

1. CSRAB reserves the right not to award a contract, and/or to withdraw and reoffer the RFP and its discretion.
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 Web site at www.ohiostatehouse.org

D. 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.

E. Compensation:

The Offeror shall be required to submit a complete itemized sales report, copies of invoices and **20% of gross revenue** payment to CSRAB **by the 10th of each month** for the sales of the previous month.

F. 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 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.

G. Indemnification:

1. 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.
2. Offeror must indemnify CSRAB for violations of federal, state or local laws committed by its employees, including attorney fees and costs.

H. 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 A**)

I. Minority and Small Businesses:

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

J. 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 State officials in performing the contract work so that interference with normal program will be held to a minimum.
4. The Offeror shall be an independent contractor and shall not be an employee of the CSRAB.

K. 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.

L. 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. 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.

M. Taxes:

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time Proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the CSRAB 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.

N. Termination Of Contract:

1. 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 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 B**) 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. 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. The Offeror shall not submit information it considers to be confidential, as such may be subject to disclosure pursuant to R.C. 149.43.
- D.** Five (5) copies of the proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the title “Request for Proposal Catering Services” and due date of the proposal.
- E.** Competitive sealed proposals will be **opened at 3:01 PM** on the day specified in the RFP. Any proposals that arrive after the deadline date and time are considered late and will not be opened or evaluated.
- 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 have 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 any Offeror from any obligations with respect to its proposal or to the contract.
- H.** A proposal may be modified or withdrawn by the Offeror 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. Modified and withdrawn proposals may be resubmitted to CSRAB up to the time and date set for the receipt of proposals.
2. No proposal can be withdrawn after the time set for the receipt of proposals and for thirty (30) days thereafter.

Late proposals received by CSRAB will not be considered and shall be returned to the Offeror unopened.

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. The Offeror shall not submit information it considers to be confidential, as such may be subject to disclosure pursuant to R.C. 149.43.

B. The Offeror should include 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 B**)

Workers Compensation Certificate

Evidence of Liability Insurance Coverage

3. Executive Summary

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

Company Profile – Offeror shall present a Company profile that shows the ability, capacity and skill of the Offeror, its staff and its employees to perform the services required within the specified time.

Evidence of Similar experience (Provide examples of other services that are similar in scope)

Firm experience - List related experience during the last two (2) years or more

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 and drink items they intend to provide and a sample menu should be provided.
 - b. Pricing Schedule:
Offerors shall provide a general pricing schedule for the items to be offered.
 - c. Revenue Reimbursement:
Offerors shall provide a method for which they will reimburse the State based on percentage to be paid to CSRAB.
5. Proposal shall include a thorough description of proposed payment from a percentage of gross revenue. “Gross revenue” will be defined as any sales or service provided by the successful vendor such as sale of food and beverage, catering, linen service, china and silver service, etc.
6. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.
7. Proposal shall include any other considerations that Offeror determines to be required to make this a successful agreement for both the Offeror and the State.

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	15
References and financial stability	15
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	10
<u>TOTAL</u>	<u>100</u>
* BONUS for bidding on <u>both</u> Catering and Café services	10
TOTAL with bonus	<u>110</u>

C. Selection will be made of 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 Offeror(s) so selected. After negotiations have been conducted with each Offeror so selected, CSRAB shall select the Contractor(s), 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
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:

General Aggregate Limit:	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising – Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Damage to premises rented to you:	\$ 100,000
Medical Expense Limit – Any One Person	\$ 5,000

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 B
PROPOSAL SIGNATURE SHEET**

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

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

CORPORATE OFFICER APPROVAL _____

***Please indicate if you would still be interested in the catering service if you are required to also provide food service for the café if necessary.**
____ YES ____ NO

SUBMIT THIS FORM WITH PROPOSAL